

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR INTERSECTION IMPROVEMENTS**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and Progressive Consulting Engineers, LLC., Inc., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

County and Engineer previously entered an Agreement for Professional Engineering Services February 7, 2012 (hereinafter referred to as the “Agreement”) for professional engineering services for certain intersection improvements located at Grand Parkway at Fry Road, Grand Parkway at Westheimer Road, Grand Parkway at Cinco Ranch Boulevard, and Cinco Ranch Boulevard at Westheimer Parkway, located in Fort Bend County, Texas, hereinafter referred to as the “Project.” County and Engineer now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, County and Engineer hereby agree as follows:

ENGINEER’S INSURANCE REQUIREMENTS

- 1.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 1.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - A. Workers’ Compensation Insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers’ Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer’s Liability of \$1,000,000 each accident.

B. Commercial General Liability Insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$1,000,000	each occurrence
\$2,000,000	annual aggregate
\$325,000	aggregate Products, combined single limit
\$325,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. Professional Liability insurance with limits not less than \$1,000,000 each claim.

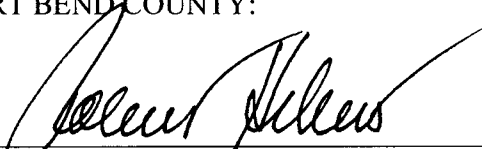
- 1.03 County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance and Employers Liability Insurance. The Workers Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.
- 1.04 If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- 1.05 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 1.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.
- 1.07 Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 1.08 If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:



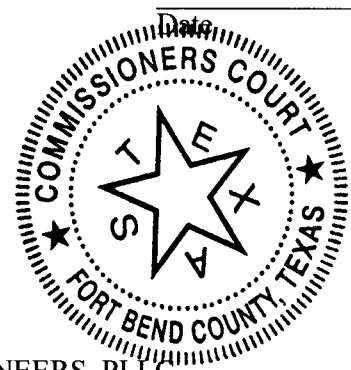
Robert E. Hebert, County Judge

2-28-2012

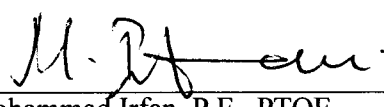
Attest:



Dianne Wilson, County Clerk



ENGINEER: PROGRESSIVE CONSULTING ENGINEERS, PLLC.



Mohammad Irfan, P.E., PTOE

2/23/2012
Date

Attest:

MER:Engineering Services Agreement.Progressive Consulting Engineers.

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR INTERSECTION IMPROVEMENTS**

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and Progressive Consulting Engineers, LLC., Inc., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County requires the services of Engineer to conduct a Preliminary Engineering Report for certain intersection improvements located at Grand Parkway at Fry Road, Grand Parkway at Westheimer Road, Grand Parkway at Cinco Ranch Boulevard, and Cinco Ranch Boulevard at Westheimer Parkway, located in Fort Bend County, Texas, hereinafter referred to as the “Project;” and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

**SECTION I
SCOPE OF AGREEMENT**

- 1.01 Engineer shall render professional services to County related to the Project as described in each executed Attachment A, Scope of Work and Basic Fee Calculations. A Work Authorization, a sample of which is attached as Attachment B, will be issued by County for each authorized phase as defined in Section XIV, Work Authorizations.
- 1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.
- 1.03 Engineer shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Engineer will promptly inform County whenever

defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

- 1.04 At the request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.
- 1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

SECTION II THE ENGINEER'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XV, County shall pay to Engineer an amount not to exceed \$73,845.00, including all reimbursable expenses, if any.
- 2.02 Subject to the not-to-exceed amount in Section 2.01, reimbursable expenses shall be reimbursed to Engineer at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.
- 2.03 Progress payments for authorized work will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.
- 2.04 Engineer's fees shall be calculated at rates not to exceed the amounts included on Attachment A, incorporated by reference herein as if set-forth verbatim.
- 2.05 Engineer shall submit invoices to County as detailed in Section 2.06 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.06 Engineer shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent and describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate upon acceptance of the final report by County.
- 3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.
- 3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

SECTION IV
TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.
- 4.02 Upon receipt of such termination notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Engineer that proportion of the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

SECTION VI
OWNERSHIP AND REUSE OF DOCUMENTS

- 6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.
- 6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.
- 6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

- 6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

**SECTION VII
PERSONNEL, EQUIPMENT, AND MATERIAL**

- 7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Engineer personnel and Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- 7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

**SECTION VIII
ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY**

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

**SECTION IX
ENGINEER'S INSURANCE REQUIREMENTS**

- 9.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 9.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- A. Workers' Compensation Insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not

less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.

- B. Commercial General Liability Insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$1,000,000	general aggregate limit
\$325,000	each occurrence, combined single limit
\$325,000	aggregate Products, combined single limit
\$325,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

- C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- D. Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 for an annual aggregate.

- 9.03 County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.
- 9.04 If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- 9.05 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 9.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

**SECTION X
INDEMNIFICATION**

- 10.01 ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.
- 10.02 Engineer shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 10.03 below, setting forth the status of each matter, the schedule or planned

- proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Engineer in the defense of each matter.
- 10.03 County shall timely forward to ENGINEER copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Engineer in its defense of each such matter.
- 10.04 ENGINEER'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.
- 10.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Engineer, Engineer shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.
- 10.06 In the event that any such matter being so defended by Engineer also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.
- 10.07 Engineer shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 10.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 10.09 Engineer's indemnification shall cover, and Engineer shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Engineer to perform the work described in this Agreement.
- 10.10 The provision by Engineer of insurance shall not limit the liability of Engineer.
- 10.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.
- 10.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Engineer providing such insurance.

SECTION XI DISPUTE RESOLUTION

- 11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.

- 11.02 In the event County or Engineer desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.
- 11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 11.04 The requirement to seek mediation shall be a condition required before filing an action at law or equity.

**XII
NOTICE**

- 12.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Engineer at the addresses set forth below.
- 12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

Mohammad Irfan, P.E., PTOE
Progressive Consulting Engineers, PLLC
9111 Katy Freeway, Suite 335
Houston, Texas 77024

B. If to County notice must be sent to the County Project Manager and County:

Fort Bend County
Attention: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

D. Jesse Hegemier
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

- 12.03 Either party may designate a different address by giving the other party ten (10) days written notice.

**SECTION XIII
REPORTS OF ACCIDENTS**

- 13.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Engineer, its agents, employees, or representatives, or received by it or

them, in connection with any matter before any court arising in any manner from Engineer's performance of work under this Agreement.

SECTION XIV WORK AUTHORIZATIONS

- 14.01 County will issue Work Authorizations using the form included in Attachment B to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- 14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.
- 14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- 14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.
- 14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A, Scope of Work and Basis of Fee Calculation.
- 14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.
- 14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A, Basis of Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.
- 14.08 County will not pay any items of cost that are not included in an executed Work Authorization.
- 14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
- 14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.
- 14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment B. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County

shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.

- 14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Work Authorization, using the form attached hereto at Attachment B.
- 14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.
- 14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A.
- 14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.
- 14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

XV LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

SECTION XVI LIMIT OF APPROPRIATION

- 16.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$73,845.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

- 16.01 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$73,845.00 for described scope of services in all executed Work Authorizations.

**SECTION XVII
SUCCESSORS AND ASSIGNS**

- 17.01 County and Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 17.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

**SECTION XVIII
PUBLIC CONTACT**

- 18.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 18.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

**SECTION XIX
MODIFICATIONS**

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**SECTION XX
MISCELLANEOUS**

- 20.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 20.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 20.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 20.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

- 20.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 20.06 Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**SECTION XXI
APPENDICES**

The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

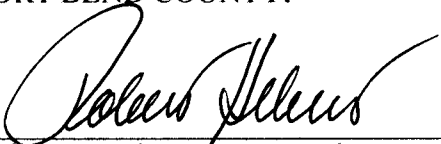
Attachment A	Scope of Work and Basis of Fee Calculation
Attachment B	Sample/Supplemental Work Authorization(s)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION XXII
EXECUTION


This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

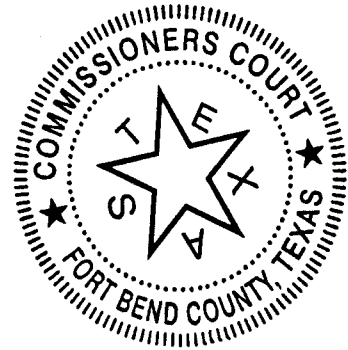


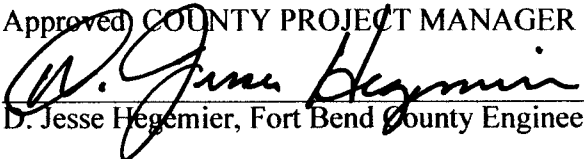
Robert E. Hebert, County Judge

2-7-2012
Date

Attest:



Dianne Wilson, County Clerk



Approved) COUNTY PROJECT MANAGER


D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: PROGRESSIVE CONSULTING ENGINEERS, PLLC.



Mohammad Irfan, P.E., PTOE

1/27/2012
Date

Attest:


MER:Engineering Services Agreement.Progressive Consulting Engineers.

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$73,845.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT A

**SCOPE OF WORK AND BASIC FEE CALCULATIONS
FOR PRELIMINARY ENGINEERING REPORTS (PER-1 & PER-2) ON INTERSECTIONS
IMPROVEMENTS AT 1) GRAND PKWY & FRY RD, 2) GRAND PKWY & WESTHEIMER
PKWY, 3) GRAND PKWY & CINCO RANCH BLVD, AND 4) CINCO RANCH BLVD &
WESTHEIMER PKWY**

Precinct No.: 3

Project Location:

TxDOT and Fort Bend County Jurisdiction:

- Intersection Turn Lane Improvements at
1) Grand Pkwy at Fry Rd. 2) Grand Pkwy at Westheimer Rd. 3) Grand Pkwy at Cinco Ranch
Blvd and

Fort Bend County Jurisdiction:

- Intersection Turn Lane Improvements at
4) Cinco Ranch Blvd and Westheimer Pkwy

PROJECT DESCRIPTION:

Progressive Consulting Engineers, PLLC (PCE) will prepare the Preliminary Engineering Reports for the following intersections improvements:

- 1) Preliminary Engineering Report (PER-1)
Intersection Turn Lane Improvements at 1) Grand Pkwy at Fry Rd. 2) Grand Pkwy at
Westheimer Rd. 3) Grand Pkwy at Cinco Ranch Blvd and
- 2) Preliminary Engineering Report (PER-2):
Intersection Turn Lane Improvements at 1) Cinco Ranch Blvd and Westheimer Pkwy

Prepare preliminary engineering reports for the above described intersections, analyze the existing condition, conduct intersection capacity analyses, recommend turn lane improvements, prepare preliminary design plans and documents the conclusion and recommendations with the final construction cost for improvements.

PROJECT MANAGER:

FORT BEND COUNTY ENGINEERING

Nathan D. Hatcher

Assistant to County Engineer

P. O. Box 1449

1124 Blume Road

Rosenberg, Texas 77471

Phone 281•633•7515 Fax 281•342•7366

E-mail: ndh@co.fort-bend.tx.us

Web site: www.fortbendcounty.gov

-or-

FORT BEND COUNTY ENGINEERING

Louis E. Hood, P. E.

First Assistant County Engineer

P. O. Box 1449

1124 Blume Road

Rosenberg, Texas 77471

Phone 281•633•7510 Fax 281•342•7366

E-mail: leh@co.fort-bend.tx.us

Scope of Services and fee Calculation to Prepare Preliminary Engineering Reports on Intersections Improvements at 1) Grand Pkwy at Fry Rd. 2) Grand Pkwy at Westheimer Pkwy. 3) Grand Pkwy at Cinco Ranch Blvd and 4) Cinco Ranch Blvd and Westheimer Pkwy

Progressive Consulting Engineering, PLLC

Page 1 of 8

C:\1-PCE-1-FB County Stuff\1-PER Folder_Jan 2012\2-Attachment A-1_Scope & Fee_PCE.doc

GENERAL REQUIREMENTS

Prepare preliminary engineering reports for the above described intersections, analyze the existing condition, conduct intersection capacity analyses, recommend turn lane improvements, prepare preliminary design plans and documents the conclusion and recommendations with the final construction cost for improvements.

The name and qualifications of the proposed Project Manager and Design Engineer must be submitted with the preliminary engineering design proposal.

CONSULTANT PAYMENT –Fixed Fee

Compensation for the Basic Services for this project shall be on a **fixed fee** basis. The proposal shall typically include an estimate of labor hours by classification or employee, hourly labor rates, applied overhead, other direct costs, sub-consultant costs, and applied fixed fee for each task listed.

All payment for services will be paid monthly based on the percentage of completion of each task.

Payment to the Consultant for services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Consultant. Typically, billings must be submitted within 30 days after the completion of services for the current billing. The final billing must be received within 60 days of the completion of services. Refer to specific contract terms for payment will be contained in the Professional Services Agreement.

Only direct expenses listed, will be paid. All other expenses are considered part of the base fixed fee. Supporting documentation must be submitted with the billing for all eligible expenses on the project. Charges for this contract are those that are directly attributable to the activities of this project.

CONSULTANT RESPONSIBILITIES

A) Specific Responsibilities:

- 1) The Design Consultant shall arrange for a design kick-off meeting with, Fort Bend County Engineering, Road & Bridge & TxDOT Fort Bend to discuss the intersections improvements.

B) General Responsibilities:

- 1) Proposed preliminary plan views must have a 1"=40' scale when plotted to 11"x17".
- 2) Perform preliminary engineering service including the preliminary design and preparation of base plans, preliminary design plans for adding a right turn lane on westbound approaches of Fry Rd, Westheimer Pkwy, and Cinco Ranch Blvd at Grand Parkway intersections, traffic counts, intersection capacity analysis for the morning and evening peak periods, and cost estimates.
- 3) Utility coordination for this project will be done by the consultant with assistance from the Fort Bend County Engineering Department. The consultant must incorporate both private and public

Scope of Services and fee Calculation to Prepare Preliminary Engineering Reports on Intersections Improvements at 1) Grand Pkwy at Fry Rd, 2) Grand Pkwy at Westheimer Pkwy, 3) Grand Pkwy at Cinco Ranch Blvd and 4) Cinco Ranch Blvd and Westheimer Pkwy

Progressive Consulting Engineering, PLLC

Page 2 of 8

utility information into the preliminary design plans (both existing and proposed plans). The consultant should anticipate attending utility coordination meetings as required (including on-site field meetings with the utility engineer and the affected utility companies in the area), and a plan review meeting. The consultant will provide meeting minutes of all meetings for matters pertaining to the preliminary engineering report.

- 4) In the performance of preliminary engineering report, govern all project design and plan work by the applicable codes, standards, and practices of the Texas Department of Transportation, or other approved standards hereinafter referred to as the department, and the current *Texas Manual of Uniform Traffic Control Devices*.
- 5) All documents prepared by the Consultant, including, drawings, estimates, field notes, investigation studies, etc., are the property of the County.
- 6) All preliminary plan sheets shall be developed using Microstation V8 (dgn file format) or higher and no translations or system revisions may be necessary by the FBCED.
- 7) Any existing or proposed pedestrian pushbuttons and ramps must be accessible per ADA guidelines and TxDOT design practices including:
 - c) ADA ramps are required at every crosswalk.
 - d) A sidewalk is required to connect ADA ramps on each quadrant.
- 8) Perform sidewalk and ramp survey and design if not included in scope of road project on an as needed basis to comply with TxDOT design practices and ADA requirements. For all stop and go traffic signals, all ADA ramps will be replaced unless the existing ramps are compliant with the County's design practices and ADA guidelines.
- 9) The ADA ramp survey data must be sufficient for ramp and pushbutton design including (but not limited to):
 - a) Relative elevations, including at least two horizontal and vertical control points for future layout control for construction staking
 - b) Curb (top back of curb) & gutter (at flow line and at edge) is to be collected through the curves with observations every 3 feet along the arc near existing or proposed ADA ramps. Outside existing or proposed ADA ramp areas, curb and gutter observations may be every 5 feet.
 - c) If an ADA ramp exists, enough information must be collected to properly define the existing conditions.
 - d) Both ends of existing sidewalk joints must be mapped to determine limits of sidewalk replacement during ADA ramp design

1) Preliminary Engineering Report (PER-1, TxDOT and Fort Bend County Jurisdiction)

PCE will prepare PER-1 focusing on intersections improvements at 1) Grand Pkwy at Fry Rd, 2) Grand Pkwy at Westheimer Rd, 3) Grand Pkwy at Cinco Ranch Blvd. The PER will consist of the following tasks, but not limited to:

Scope of Services and fee Calculation to Prepare Preliminary Engineering Reports on Intersections Improvements at 1) Grand Pkwy at Fry Rd, 2) Grand Pkwy at Westheimer Pkwy, 3) Grand Pkwy at Cinco Ranch Blvd and 4) Cinco Ranch Blvd and Westheimer Pkwy

Progressive Consulting Engineering, PLLC

Page 3 of 8

CA1-PCE1-FB County Stuff1-PER Folder_Jan 2012-2-Attachment A-1_Scope & Fee_PCE.doc

Task-1: Intersection capacity analysis for morning and evening peak hours.

- Existing and proposed conditions analyses

Task-2: Intersection turning movement count study for morning and evening peak hours

Task-3: Coordination with TxDOT, kick-off meeting, comments review meetings, submittals

Task-4: Coordination with local HOAs and discussion for right of way acquisition.

Task-5: Preliminary Engineering to include following other tasks:

- Utilities documentation search and relocation
 - Show existing utility information (as provided by utility companies) on the preliminary design plans.
 - Identify and inform the Fort Bend County Engineering Department of any utilities for which insufficient information was provided, and identify any utilities that may conflict with the proposed construction.
 - Attend utility coordination meeting(s) as required and document any additional utility information.
- Investigation for existing pavement cross section
- Recommend proposed pavement section
- Prepare preliminary geometric design improvements plans
- Prepare traffic signal design improvements
- Prepare preliminary signing and pavement markings design to provide one left and one shared and thru under the bridge at SH 99 and Westheimer and SH 99 and Cinco Ranch. Also, investigate to provide an exclusive right and second shared right with thru and left on southbound approaches of SH 99 at Westheimer Pkwy and Cinco Ranch Blvd.
- Prepare preliminary traffic control plans for the right turn lane improvements on westbound approaches of Fry Rd, Westheimer Pkwy and Cinco Ranch Blvd.
- Proposed turn lane improvements will be shown in plan view only with no profiles being developed.

2) Preliminary Engineering Report (PER-2, Fort Bend County Jurisdiction)

PCE will prepare PER-2 focusing on intersection improvements at 1) Cinco Ranch Blvd at Westheimer Pkwy. The PER will consist of the following tasks, but not limited to:

Task-1: Intersection capacity analysis for morning and evening peak hours.

- Existing and proposed conditions analyses

Task-2: Intersection turning movement count study for morning and evening peak hours

Task-3: Coordination with local HOAs and discussion for right of way acquisition.

Task-4: Preliminary Engineering to include following other tasks:

- Utilities documentation search and relocation
 - Show existing utility information (as provided by utility companies) on the preliminary design plans.
 - Identify and inform the Fort Bend County Engineering Department and TxDOT Fort Bend area office of any utilities for which insufficient information was provided, and identify any utilities that may conflict with the proposed construction.

Scope of Services and fee Calculation to Prepare Preliminary Engineering Reports on Intersections Improvements at 1) Grand Pkwy at Fry Rd, 2) Grand Pkwy at Westheimer Pkwy, 3) Grand Pkwy at Cinco Ranch Blvd and 4) Cinco Ranch Blvd and Westheimer Pkwy

Progressive Consulting Engineering, PLLC

Page 4 of 8

C:\1-PCE\1-FB County Stuff\1-PER Folder_Jan 2012\2-Attachment A-1_Scope & Fee_PCE.doc

- Attend utility coordination meeting(s) as required and document any additional utility information.
- Investigation for existing pavement cross section
- Recommend proposed pavement section
- Prepare preliminary geometric design improvements plans
- Prepare preliminary traffic signal design improvements to accommodate the proposed dual left turn lanes on eastbound and westbound Westheimer Pkwy
- Prepare preliminary signing and pavement markings design to provide 2nd left on eastbound and westbound Westheimer Pkwy. Also, investigate to provide an exclusive right on northbound Cinco Ranch Blvd.
- Prepare preliminary traffic control plans for the left turn lanes improvements
- Proposed turn lane improvements will be shown in plan view only with no profiles being developed.

BASIC SURVEYING SCOPE OF SERVICES AND FEE

Western Group Consultants will be performing the surveying services on the above referenced locations. The general breakdown of scope of services and fee are as follows:

1. SCOPE OF SERVICES:

- a) Survey will be tied to TSARP Monumentation.
- b) Establish survey baseline and temporary benchmarks.
- c) Complete topographic survey along each street of the intersections.
- d) Tie in property comers and block comers to define the existing rights-of-ways.
- e) Obtain flowlines and inverts for each manhole and inlet.
- f) Tie in soil bore holes.
- g) Prepare plan view and survey control maps in MicroStation V8.
- h) Request private and public utility records.

2. SCHEDULE:

- a) Field survey will be completed within three weeks from the date of your authorization. Plan view maps will provided within four weeks.

3. FEE:

3a) At intersections along Grand Parkway
Three locations @ \$3,850.00 each. = \$11,550.00

SUB TOTAL = \$11,550.00

3b) Conco Ranch Blvd @ Westheimer Pkwy
One location @ \$5,600.00 each = \$5,600.00

SUB TOTAL = \$5,600.00

GRAND TOTAL COST *for Surveying Services* (sum of items 3a and 3b) = \$17,150.00

Scope of Services and fee Calculation to Prepare Preliminary Engineering Reports on Intersections Improvements at 1) Grand Pkwy at Fry Rd. 2) Grand Pkwy at Westheimer Pkwy. 3) Grand Pkwy at Cinco Ranch Blvd and 4) Cinco Ranch Blvd and Westheimer Pkwy

Progressive Consulting Engineering, PLLC

Page 5 of 8

C:\1-PCE\1-FB County Staff\1-PER Folder_Jan 2012\2-Attachment A-1_Scope & Fee_PCE.doc

COMPENSATION FOR PER-1 SERVICES:

1) Grand Pkwy at Fry Rd. 2) Grand Pkwy at Westheimer Rd. 3) Grand Pkwy at Cinco Ranch Blvd.

WORK TASK PRELIMINARY ENGINEERING BASIC SERVICES	TASK COST
PER-1:	
<i>Task-1:</i> Intersection Capacity Analysis	\$6,300.00
<i>Task-2:</i> Intersection Turning Movement Count Study	\$2,475.00
<i>Task-3:</i> Coordination with TxDOT. Kick-off Meeting. Comments Review	\$4,500.00
<i>Task-4:</i> Coordination with Local HOAs	\$1,850.00
<i>Task-5:</i> Preliminary Engineering for Subtasks Described Above	\$19,500.00
<i>Per-1 Sub Total</i>	\$34,625.00
<i>Basic Surveying Services Fee</i>	\$11,550.00
PER-1 SUB TOTAL	\$46,175.00
<i>Survey Reimbursable & Expenses</i>	\$100.00
PER-1 Reimbursable & Expenses	\$335.00
PER-1 SUB TOTAL REIMBURSABLE & EXPENSES	\$435.00
PER-1 SUB TOTAL ENGINEERING & SURVEYING FEE	\$46,610.00

COMPENSATION FOR PER-2 SERVICES:

1) Cinco Ranch Blvd at Westheimer Pkwy

WORK TASK PRELIMINARY ENGINEERING BASIC SERVICES	TASK COST
PER-2:	
<i>Task-1:</i> Intersection Capacity Analysis	\$4,450.00
<i>Task-2:</i> Intersection Turning Movement Count Study	\$440.00
<i>Task-3:</i> Coordination with Local HOAs	\$950.00
<i>Task-4:</i> Preliminary Engineering for Subtasks Described Above	\$15,500.00
<i>Per-2 Sub Total</i>	\$21,340.00
<i>Basic Surveying Services Fee</i>	\$5,600.00
PER-2 SUB TOTAL	\$26,940.00
<i>Survey Reimbursable & Expenses</i>	\$70.00
PER-2 Reimbursable & Expenses	\$225.00
PER-2 SUB TOTAL REIMBURSABLE & EXPENSES	\$295.00
PER-2 SUB TOTAL ENGINEERING & SURVEYING FEE	\$27,235.00

Scope of Services and fee Calculation to Prepare Preliminary Engineering Reports on Intersections Improvements at 1) Grand Pkwy at Fry Rd. 2) Grand Pkwy at Westheimer Pkwy. 3) Grand Pkwy at Cinco Ranch Blvd and 4) Cinco Ranch Blvd and Westheimer Pkwy

Progressive Consulting Engineering, PLLC

Page 6 of 8

C:\1-PCE-1-FB County Stuff\1-PER Folder_Jan 2012\2-Attachment A-1_Scope & Fee_PCE.doc

Project Submittals

– Two submittals at 90% and 100% will be made based on the following deliverables schedule:

➤ **Deliverables for the Preliminary Engineering Report (PER-1, Grand Pkwy at Fry Rd, Westheimer Pkwy and Cinco Ranch Blvd)**

- 1) The Preliminary Engineering Report submittal will follow the following formats:
 - a) **Four** copies at 90% and 100% submittal
 - b) One pdf file
 - c) Distribute as follows:
 - FBC Engineering - One (1) copies of the PER
 - FBC Road & Bridge - One (1) copies of the PER
 - TxDOT Fort Bend Office – Two (2) copies of the PER

➤ **Deliverables for the Preliminary Engineering Report (PER-2, Cinco Ranch Blvd and Westheimer Rd)**

- 1) The Preliminary Engineering Report submittal will follow the following formats:
 - a) **Two** copies at 90% and 100% submittal
 - b) One pdf file
 - c) Distribute as follows:
 - FBC Engineering - One (1) copies of the PER
 - FBC Road & Bridge - One (1) copies of the PER

PROGRESSIVE CONSULTING ENGINEERS, PLLC
HOURLY RATE TABLE

Any additional services, if required, will be compensated at the following rates:

Classification	Base Rate	Multiplier	Hourly Rate
Principal Engineer	\$60.00	2.5	\$150.00
Project Manager	\$55.00	2.5	\$137.50
Senior Engineer	\$50.00	2.5	\$125.00
Design Engineer	\$45.00	2.5	\$112.50
CADD Designer	\$29.00	2.5	\$72.50
Clerical Support	\$19.00	2.5	\$47.50
<i>Additional Reimbursable Expenses</i>			
Mileage		\$0.55	
Printing	8.5 x 11	\$0.15	
	11 x 17	\$0.25	

Scope of Services and fee Calculation to Prepare Preliminary Engineering Reports on Intersections Improvements at 1) Grand Pkwy at Fry Rd, 2) Grand Pkwy at Westheimer Pkwy, 3) Grand Pkwy at Cinco Ranch Blvd and 4) Cinco Ranch Blvd and Westheimer Pkwy

Progressive Consulting Engineering, PLLC

Page 7 of 8

C:\1-PCE\1-FB County Staff\1-PER Folder_Jan 2012\2-Attachment A-1_Scope & Fee_PCE.doc

SUMMARY OF COMPENSATION:

A)-LABOR COSTS FOR PRELIMINARY ENGINEERING REPORTS 1 & 2 WITH SURVEYING SERVICES

Preliminary Engineering Reports 1 & 2 = \$ 55,965.00
Surveying Services = \$ 17,150.00
TOTAL LABOR COSTS BASIC SERVICES = \$73,115.00

B)-DIRECT EXPENSES FOR PRELIMINARY ENGINEERING REPORTS 1 & 2 WITH SURVEYING SERVICES

Preliminary Engineering Reports (PERs 1 & 2) = \$560.00
Surveying Services = \$170.00
TOTAL DIRECT EXPENSES BASIC SERVICES = \$730.00

TOTAL BASIC COMPENSATION FOR ALL SERVICES (A+B) = \$73,845.00

GRAND TOTAL (A+B) = \$73,845.00

ENGINEER'S WORK SCHEDULE

Prepare and submit to the FBCED a schedule for each task and total calendar days for completing the project. The work shall be completed commencing from the date of work authorization to the Consultant. The time allocated for any necessary utility coordination meetings with the Fort Bend County and the TxDOT's Fort Bend office review shall be shown in the Consultant's work schedule.

FORT BEND COUNTY ENGINEERING RESPONSIBILITIES

County Review:

The Fort Bend County Engineering Department will review and comment on the final Preliminary Engineering Report (100%) report submittal. Additional TxDOT Fort Bend Area office submittal for their review will be done by the consultant at 100% submittals.

Information services to be provided by the Fort Bend County are:

- Available as built plans and/or layout drawings for each location with available utility plans
- Available traffic counts and turning movement counts
- Available soil boring information

Reference Documents and Standards to be used:

Texas Manual of Uniform Traffic Control Devices (TMUTCD)
Texas Department of Transportation (TxDOT) "Standard Specifications for Construction and Maintenance of Highways, Street and Bridges".

PROJECT COORDINATION

Coordinate design service with Fort Bend County Engineering and Fort Bend County Road & Bridge, overhead and/or underground utility/telephone companies.

Scope of Services and fee Calculation to Prepare Preliminary Engineering Reports on Intersections Improvements at 1) Grand Pkwy at Fry Rd. 2) Grand Pkwy at Westheimer Pkwy. 3) Grand Pkwy at Cinco Ranch Blvd and 4) Cinco Ranch Blvd and Westheimer Pkwy

Progressive Consulting Engineering, PLLC

Page 8 of 8

C:\1-PCE\1-FB County Stuff\1-PER Folder_Jan 2012\2-Attachment A-1_Scope & Fee_PCE.doc



WESTERN GROUP CONSULTANTS
A LAND SURVEY DIVISION OF
RAHAMAN & ASSOCIATES, INC.

January 17, 2012

Mr. Mohammad Irfan, P.E.
PROGRESSIVE CONSULTING ENGINEERS
9111 Katy Freeway, Suite 335
Houston, Texas 77024

RE: Fort Bend County Traffic Modification
a) Grand Parkway @ Fry Road, Westheimer Parkway and Cinco Ranch Boulevard
b) Cinco Ranch Boulevard @ Westheimer Parkway

Dear Mr. Irfan:

Western Group Consultants is pleased to submit this proposal for surveying services on the above referenced project. The general breakdown of scope of services and fee proposal are as follows:

1. Scope of Services:

- a) Survey will be referenced to Texas State Plane Coordinate System, South Central Zone (NAD 83). Elevations will be based upon NAVD 88, 2001 Adjustment.
- b) Establish survey baseline and temporary benchmarks.
- c) Complete topographic survey along each route of proposed turning lanes.
- d) Tie in property corners and block corners to define the existing rights-of-ways.
- e) Obtain flowlines and inverts for each manhole and inlet.
- f) Tie in soil bore holes.
- g) Prepare plan view and survey control maps in MicroStation.
- h) Request private and public utility records.

2. Schedule:

- a) Field survey will be completed within three weeks from the date of your authorization. Plan view maps will provided within four weeks.

3. Cost:

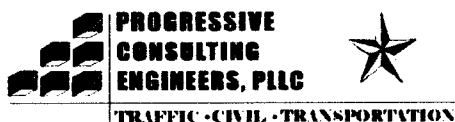
- a) At intersections along Grand Parkway
Three locations @ \$3,850.00 each = \$11,550.00
- b) Cinco Ranch @ Westheimer Parkway
One location @ \$5,600.00 each = \$ 5,600.00
- Total Cost = \$17,150.00**

Western Group Consultants appreciates your request for this proposal. If you are in need of any additional information, please do not hesitate to contact me at (713) 465-6655.

Thank you,
WESTERN GROUP CONSULTANTS


Raymond Rahaman, RPLS
President

11111 Katy Freeway, Suite 520 • Houston, Texas 77079 • Phone: 713-465-6655 • Fax 713-465-5255



January 25, 2012

Mr. Jesse Hegemier, P.E.
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

Re: Fee Proposal for Preliminary Engineering Reports (PER-1 & PER-2) on Intersections Turn Lane Improvements at 1) Grand Pkwy & Fry Rd. 2) Grand Pkwy & Westheimer Pkwy. 3) Grand Pkwy & Cinco Ranch Blvd. and 4) Cinco Ranch Blvd & Westheimer Pkwy

Dear Mr. Hegemier:

This constitutes our fee proposal to provide preliminary engineering design services for the referenced project. Our proposed fee is a Fixed-Fee amount of \$3,845.00 including with surveying fee to provide two Preliminary Engineering Reports (PER-1 & PER-2). PER-1 deals with the intersections along Grand Parkway 99, intersections 1, 2, and 3 described above within the TxDOT and Fort Bend County jurisdiction. PER-2 deals with intersection 4 within only Fort Bend County jurisdiction.

A detailed scope of services for each preliminary engineering report including with fee calculation is enclosed as Attachment A-1.

If you have any questions, please contact me at 281-630-5485. I want to thank you for the opportunity to serve the Fort Bend County Engineering Department.

Sincerely,

PROGRESSIVE CONSULTING ENGINEERS, PLLC

Mohammad Irfan, P.E., PTOE
President

mi_fbce-per 1 & 2-j 25-2012

9111 Katy Freeway, Suite #335, Houston, Texas 77024, Ph: 281-630-5485, Fax: 281-394-5636
E-Mail: mirfan@PCEHouston.com
WWW.PCEHouston.com

ATTACHMENT B
B-1
WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and _____ (the Engineer), on the ____ day of _____, ____.

PART I. The Engineer will perform engineering services generally described as _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A, B and C, respectively, which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$ _____. This amount is based upon fees set forth in Attachment A, Basis of Fee Calculation, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

FORT BEND COUNTY, TEXAS

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

LIST OF EXIBITS

Exhibit A Scope of Work
Exhibit B Labor Estimate
Exhibit C Schedule

ATTACHMENT B
B-2
SUPPLEMENTAL WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of hereinafter identified as the “Agreement,” entered into by and between Fort Bend County, and _____ (the Engineer).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

FORT BEND COUNTY, TEXAS

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)