

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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 COSTELLO, INC. ENGINEERING & SURVEYING, (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County requires the professional services of Engineer for engineering and related services for the design of Mason Road through the Long Meadow Farms development, 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 Attachment A, Proposal from Engineer dated August 20, 2012.
- 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 \$187,561.00, 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 B, 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/plans by County.
- 3.02 Any services provided by Engineer or any costs incurred by Engineer before full execution of this Agreement 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:

Costello, Inc. Engineering & Surveying
9990 Richmond Ave., Suite 450
Houston, Texas 77042
Attn: Samuel W. Kruse, Jr., P.E.

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

Richard W. Stolleis, P.E.
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
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 XV
LIMIT OF APPROPRIATION

- 15.01 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 \$187,561.00 including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 15.0 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 \$187,561.00 for described scope of services in this Agreement.

SECTION XVI
SUCCESSORS AND ASSIGNS

- 16.01 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.
- 16.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVII
PUBLIC CONTACT

- 17.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 17.02 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 XVIII
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.

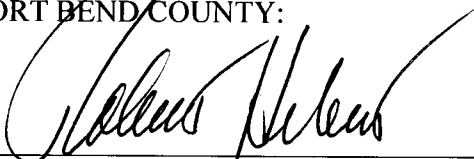
SECTION XIX
MISCELLANEOUS

- 19.01 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.
- 19.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 19.03 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 Office 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.
- 19.04 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.
- 19.05 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.
- 19.06 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 XX
EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

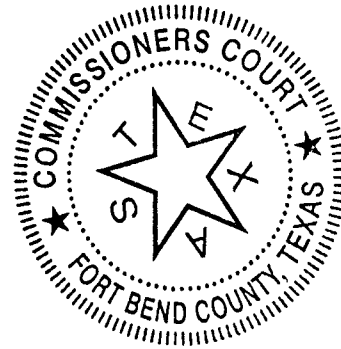
8-28-2012

Date

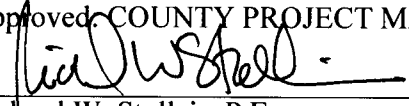
Attest:



Dianne Wilson, County Clerk



Approved: COUNTY PROJECT MANAGER



Richard W. Stolleis, P.E.
Fort Bend County Engineer

ENGINEER: COSTELLO, INC. ENGINEERING & SURVEYING



Signature

8/21/12

Date

Printed Name & Title: Samuel W. Kruse, Jr., P.E. Vice President -

Municipal Services


Attest:



MER:Costello Inc.Mason Road. 2012

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$187,561.⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A

August 20, 2012



Mr. Richard Stolleis, P.E.
Fort Bend County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

RE: Proposal for Engineering Services for
Mason Road (Farmer Road to Farmer Road through Long Meadow Farms)
Fort Bend County, Texas

Dear Mr. Stolleis:

Costello, Inc., (CI), is pleased to provide this proposal to provide Engineering services for the referenced project. Within this proposal letter is the scope of services, compensation, and the schedule for proposed services.

PROJECT OBJECTIVE

Fort Bend County is planning for the construction of Mason Road (Farmer Road - Farmer Road, through Long Meadow Farms development) as a 4 lane boulevard section roadway with closed conduit drainage system. The project will include two drainage culvert crossings, pipeline crossings, asphalt transitions, and storm sewer system. This proposal is for preliminary engineering, final design, bid phase and limited construction phase services.

Engineering services will be performed in accordance with current Fort Bend County and Fort Bend County Drainage District design criteria, specifications, details, and standards.

SCOPE OF SERVICES

BASIC SERVICES

A Preliminary Engineering

1. Tasks associated with the development of a preliminary engineering report in accordance with Fort Bend County standards. The report will include preliminary drawings (30% level), a construction cost estimate, and preliminary schedule.
2. The report will reflect the preliminary design of a 1.25 mile, four lane concrete boulevard section roadway with storm sewer drainage. The expansion will begin

1 of 6

9990 Richmond Avenue • Suite 450 • North Building • Houston, Texas 77042
Phone: (713) 783-7788 • Fax: (713) 783-3580
www.costelloinc.com

north of the Long Meadow Farm development where the improved Mason Road currently terminates and continue south to the end of the development and tie to the proposed Phase 2 Mason Road project, just north of Oyster Creek crossing. The project will include the evaluation of culvert drainage crossing(s). Mitigation for the roadway and drainage improvements has been planned for previously and is a portion of the total detention capacity for the development of the master planned community.

3. Transitions to the north and south ends of the alignment will be designed.
4. Coordination will occur with the various utility and pipeline companies whose facilities may be affected by the proposed construction - we will obtain the location of their existing and planned facilities. When necessary, we will assist the County in negotiations with the utility and pipeline companies and authorities for adjustment of their facilities.
5. Development of a 30% set of construction drawings basically including the plan view and any preliminary major utility crossing details
6. Development of a preliminary engineering cost estimate.
7. Provide 3 copies of a draft engineering report for Fort Bend County review.
8. Receive Fort Bend County and agency review comments and incorporate into the final design of the project.

B. Final Design

1. Upon receipt of all comments from the County and agency review of the preliminary engineering report, develop final construction plans, project specifications, and project manual using Fort Bend County design standards, specifications, and details.
2. Prepare an engineer's estimate of construction cost based on the final contract documents.
3. Provide a 90% set of plans and specifications for review by the County and agencies of jurisdiction.
4. Receive review comments from County and agencies of jurisdiction and incorporate into the 100% submittal.

2 of 6

5. Pursue approvals from the County and agencies of jurisdiction.

C. Bid Phase

1. Assist the County in obtaining bids (attend prebid conference, answer contractor questions, prepare addenda as needed, attend bid opening as desired)

2. Prepare a bid tabulation and assist in the analysis of the low, responsive bid.

3. Furnish a letter of recommendation on the award of the construction contract.

D. Limited Construction Phase Services - to potentially include attendance at meetings, review of shop drawings, inspections, and record drawings preparation as desired.

ADDITIONAL SERVICES

A. CI will provide surveying services including:

1. Provide platting services for roadway establishment

2. Stake proposed ROW

3. Tie soils boring locations

4. Tie coordinate geometry to monument system desired by Fort Bend County

5. Provide topographical survey and cross sections (cross sections @ 100' intervals and extend for the proposed ROW width plus 10' on either side for the project length and for 200 feet through transitions on the north and south ends of the project.

B. CI will engage Tolunay Wong Engineers, Inc. for geotechnical services required for this project in accordance with Fort Bend County Guidelines (See attached proposal)

C. It is our understanding that no Environmental Services will be required for the project.



- D. CI will provide SW3P services including:
 - 1. Two Notices of Intent, two Notices of Termination, two Construction Site Notices (as needed) per current Texas Commission of Environmental Quality General Permit
- E. CI will provide Hydrology/Hydraulics additional services as follows: N/A
- F. CI will provide Traffic Control Services as follows:
 - 1. Traffic Control Plan (TCP) in accordance with Fort Bend County guidelines.

The above services described in the Scope of Services will be performed in accordance with Fort Bend County Standards and Guidelines.

III. COMPENSATION

BASIC SERVICES

Compensation for CI's Basic Services will be on a % of construction cost basis (except for Limited Phase 3 Services) in agreement with CI's engineering services contract with Fort Bend County MUD #194. The preliminary construction cost estimate is \$1,893,000 (excluding traffic signals, traffic controls, pipeline crossings, and stormwater pollution prevention items)(see enclosed cost estimate breakdown).

Per Fort Bend County MUD # 194 Contract Fee Curve "B" (dated 4/29/2008, attached) the estimated total basic services fee is 7.8%, or \$147,658. Breakdown for services provided include:

1. Preliminary Engineering (30%)	= \$ 44,296
2. Final Design (55%)	= \$ 81,212
3. Contract Phase Services (Time and Materials Basis)	= \$ 22,150

Total Basic Services	<u>\$ 147,658</u>
----------------------	-------------------

ADDITIONAL SERVICES

Additional Services would be billed on a lump sum basis and budgets have been established below:

o Design Survey (CI)	\$ 5,700
o Platting Services (CI)	\$ 10,350
o Geotechnical Engineering (\$10,775 x 110%)	\$ 11,853
o SWPPP (CI)	\$ 2,500
o Traffic Control Plans (CI)	\$ 2,500
o Authorized Expenses (CI) (Including Plat Fees)	<u>\$ 7,000</u>
o Total Additional Services	\$39,903

Total Engineering Services Fees anticipated from the above scope of work are **\$187,561**. Project Representation Services, and Materials Testing Services Fees will be negotiated later if desired by the County.

Services will be invoiced monthly and will reflect the work completed to date. Any services desired outside the described scope of work will be compensated on a basis to be negotiated later.

IV. PROJECT SCHEDULE

A. Preliminary Engineering	60 Calendar Days*
B. Final Design	90 Calendar Days**


* Calendar Days to draft of PER from written NTP

** Calendar Days to 90% review documents from written NTP

We would anticipate a 30 calendar day period for bidding, a 30 calendar day period for contract execution, and a 180 calendar day period for construction.

We are pleased to provide this proposal to the County for this important infrastructure project and will be glad to answer any questions you may have.

Sincerely,
COSTELLO, INC.
Texas Professional Engineering Firm No. 280


Samuel W. Kruse, Jr., P.E.
Vice President, Municipal Services

6 of 6

Tolunay-Wong Engineers, Inc.

19710 S. San Houston Pkwy W., Suite 100 • Houston, TX 77051 • 713-722-7064 • Fax 713-722-0919

August 2, 2012
TWEI Proposal No: P12-G209

Mr. Sam Kruse, P.E.
Costello, Inc.
9990 Richmond Avenue, Suite 450
North Building
Houston, Texas 77042

PROPOSAL FOR GEOTECHNICAL SERVICES MASON ROAD EXTENSION FORT BEND COUNTY M.U.D. NO. 146 AND 194 FORT BEND COUNTY, TEXAS

Dear Mr. Kruse:

Tolunay-Wong Engineers, Inc. (TWEI) is pleased to submit our proposal for geotechnical field and engineering services for the Mason Road Extension project in Fort Bend County, Texas. Project details were provided during our meeting on June 31, 2012.

The proposed alignment will start at Farmer Road and end at Oyster Creek. The new roadway will be four lanes with divided median. The alignment is about 6600 linear feet. In addition, box culverts will be installed along the new road alignment.

We understand that the existing detention/amenity lake located on the east side of Farmers Road may require expansion in order to store storm water runoff from the new roadway. A budget for additional geotechnical services could be estimated from the unit rates in our itemized cost table under the "Budget" section of this proposal.

Scope of Services

Our scope of services will include field exploration, laboratory testing and engineering analysis for the proposed roadway extension.

Field Exploration. We propose to drill thirteen (13) 25-ft deep borings along the roadway alignment to evaluate the subsurface condition. The test borings will be spaced at 500-ft intervals. A total of 325 vertical feet will be drilled.

It is our understanding that additional borings could be needed for possible expansion of the existing detention/amenity lake on the west side of Farmers Road.

The borings will be drilled in general accordance with the appropriate ASTM procedures. Soil samples will be obtained at continual 2-ft intervals to 12-ft depth, at 13-ft to 15-ft, and at 5 ft intervals thereafter. We will sample cohesive subsurface soils with a 3-in. diameter, thin-walled tube (ASTM D 1587). Granular soils will be sampled with a split-barrel sampler while performing Standard Penetration Test (ASTM D 1586). We will obtain representative portions of the recovered soil samples and transport them to our laboratory for testing. We will backfill the

Mr. Sam Kruse, P.E.
 TWEI Proposal Number: P12-G209
 August 2, 2012

open boreholes with soil cuttings one day after completion, and after obtaining water-level readings. The boring locations will then be staked for surveying.

Laboratory Testing. We will perform soil mechanics laboratory tests to measure physical and engineering properties of selected representative soil samples. The testing will generally include unconfined compression test (ASTM D 2166), unconsolidated - undrained triaxial test (ASTM D 2850), moisture content (ASTM D 2216), liquid limit (ASTM D 4318), plastic limit (ASTM D 4318), and percent fines (ASTM D 1140).

Engineering Report. We will prepare an engineering report that will present our findings and provide you with geotechnical design and construction recommendations for the proposed paving and box culvert construction, including:

- Soil stratigraphy
- Groundwater conditions
- Subgrade Preparation and stabilization requirements
- Fill requirements
- Paving design in accordance with Fort Bend County specifications
- Storm sewer bedding and backfill requirements
- Retention criteria and groundwater control

Estimate

Our lump sum cost for the above-described services is \$10,775.00 and will not be exceeded without your prior written authorization. The cost for the geotechnical study assumes that ingress and egress to the site are provided by others. Our budget to perform the above listed services is included in the table included below:

Item	Unit	Rate	Extension
Field Exploration			
Mobilization/Demobilization	1	\$200.00	\$200.00
Soil Boring - 325 ft total	325	\$11.00	\$3575.00
Surveying of Boring Locations, by Others	--	--	--
TWEI Technician, per day	2	\$700.00	\$1,400.00
		Subtotal	\$3,175.00
Laboratory Testing, per foot	325	\$8.00	\$2,600.00
		Subtotal	\$2,600.00
Engineering, lump sum	1	\$3,000.00	\$3,000.00
		Subtotal	\$3,000.00
		TOTAL	\$10,775.00

Mr. Sam Kruse, P.E.
TWBEI Proposal Number: P12-G209
August 2, 2012

3

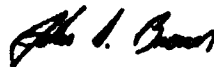
Schedule

We can mobilize our crew within three to four days after authorization is given and site utility clearance is complete. We can complete the field work in two days and laboratory testing seven working days after that. We can issue our engineering report within ten working days after completion of laboratory testing. From start to finish, the geotechnical investigation will take five weeks to complete. We can furnish you with verbal preliminary information upon completion of the field work and laboratory testing.

Closing Remarks

Again, we appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,
Tofunsi-Wong Engineers, Inc.
TBPE Firm No.: F-124



John D. Brown, P.E.

JDB/ta

LONG MEADOW FARMS
PRELIMINARY COST ESTIMATE - MASON ROAD
MAY 30, 2012

SUMMARY OF REIMBURSABLE CONSTRUCTION COSTS

	TOTAL	DIFFNET	DEVELOPER
MASON RD - GRADINGS & PAVING	\$2,394,679	\$2,394,679	\$0
TOTALS	\$2,394,679	\$2,394,679	\$0

NOTE: COSTS INCLUDE 15% CONTINGENCY AND 10% INFLATION

**LONG MEADOW FARMS
PRELIMINARY COST ESTIMATES - MASON ROAD
May 30, 2012**

DETAILED COST SUMMARY OF MASON ROAD COSTS BY CATEGORY

	TOTAL	WITHIN TRACT	NORTH OF TRACT
MASON ROAD STORM SEWER LINE	388,547	388,732	5,815
MASON ROAD PAVING	1,605,381	1,373,483	231,898
MASON ROAD DETENTION	240,887	240,887	0
TOTAL	\$2,344,576	\$2,106,823	\$237,753

**LONG MEADOW FARMS
PRELIMINARY COST ESTIMATES - MASON ROAD
MAY 30, 2012**

SUMMARY - WITH CONTINGENCIES AND ENGINEERING

	TOTAL	DISTRICT	DEVELOPER
MASON ROAD DRAINAGE (STORM SEWER & DETENTION)	739,214	739,214	0
MASON ROAD PAVING	1,605,381	1,605,381	0
TOTALS	\$2,344,576	\$2,344,576	0

LONG MEADOW FARMS
PRELIMINARY COST ESTIMATES - MASON ROAD
MAY 30, 2012

MASON ROAD STORM SEWER

MASON ROAD STORM SEWER ITEMS (WITHIN TRACT)

	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER	
24" INLET LEADS	570	LF	48.00	28,660.00	28,660.00	0
24" RCP	1520	LF	38.00	57,760.00	57,760.00	0
30" RCP	235	LF	51.00	11,985.00	11,985.00	0
6' X 5' RCB	80	LF	220.00	17,600.00	17,600.00	0
6' X 5' RCB	810	LF	241.00	147,010.00	147,010.00	0
TYPE B B INLETS	18	EA	1,500.00	27,000.00	27,000.00	0
MANHOLES	11	EA	1,665.00	17,865.00	17,865.00	0
JUNCTION BOX/MANHOLE FOR RCB	4	EA	1,200.00	4,800.00	4,800.00	0
STORMWATER POLLUTION ITEMS	1	LS	1,000.00	1,000.00	1,000.00	0
SUBTOTAL				310,480	310,480	0
CONTINGENCIES(10%)				31,048	31,048	0
ENGINEERING(15%)				51,228	51,228	0
MASON ROAD STORM SEWER (WITHIN TRACT) TOTAL				\$392,732	\$392,732	\$0

MASON ROAD STORM SEWER ITEMS (NORTH OF TRACT)

	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER	
24" INLET LEADS	80	LF	38.00	3,040.00	3,040.00	0
TYPE B-B INLETS	1	EA	1,500.00	1,500.00	1,500.00	0
STORMWATER POLLUTION ITEMS	1	LS	57.00	57.00	57.00	0
SUBTOTAL				4,607	4,607	0
CONTINGENCIES(10%)				460	460	0
ENGINEERING(15%)				759	759	0
MASON ROAD STORM SEWER (NORTH OF TRACT) TOTAL				\$5,815	\$5,815	\$0

MASON ROAD STORM SEWER TOTAL

\$398,547 \$398,547 \$0

LONG MEADOW FARMS
PRELIMINARY COST ESTIMATES - MASON ROAD
MAY 30, 2012

PAVING COLLECTOR STREETS

MASON ROAD PAVING ITEMS (WITHIN TRACT)

	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER	
COMPACTED FILL	29,421	CY	\$ 4.00	117,684.00	117,684.00	0
EXCAVATION (2' BEHIND BOC)	495	CY	\$ 5.00	2,475.00	2,475.00	0
HAUL, SPREAD AND COMPACT EXCAVATED MATERIAL	485	CY	\$ 5.00	2,425.00	2,425.00	0
6" STABILIZED SUBGRADE	21,842	SY	\$ 2.00	43,284.00	43,284.00	0
LINE	368	TON	\$ 150.00	55,200.00	55,200.00	0
7" REINFORCED CONCRETE PAVEMENT	20,180	SY	\$ 30.00	606,400.00	606,400.00	0
6" CONCRETE CURB	13,155	LF	\$ 2.35	30,914.25	30,914.25	0
ASPHALT TRANSITION	213	SY	\$ 40.00	8,600.00	8,600.00	0
TRAFFIC SIGNS	5	EA	\$ 500.00	2,500.00	2,500.00	0
WHEEL CHAIR RAMPS	6	EA	\$ 1,060.00	6,360.00	6,360.00	0
6" IRRIGATION SLEEVE	270	LF	\$ 12.00	3,240.00	3,240.00	0
BLOCK OUT FOR INLET	16	EA	\$ 57.00	912.00	912.00	0
TRAFFIC STRIPING	1	LS	\$ 14,400.00	14,400.00	14,400.00	0
STANDARD PAVING HEADER	150	LF	\$ 6.00	900.00	900.00	0
CITY OF HOUSTON TYPE 18 BARRICADE	1	EA	\$ 808.00	808.00	808.00	0
PIPELINE ADJUSTMENT*	1	LS	\$ 90,000.00	90,000.00	90,000.00	0
CONTINGENCIES(10%)				983,648	983,648	0
ENGINEERING(15%)				88,386	88,386	0
PAVING ITEMS TOTAL				\$1,244,316	\$1,244,316	\$0

EROSION AND SEDIMENTATION CONTROL ITEMS (WITHIN TRACT)

	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER	
REINFORCED FILTER FABRIC FENCE	13,156	LF	1.20	15,786.00	15,786.00	0
BLOCK SOO	13,156	LF	5.00	66,778.00	66,778.00	0
STABILIZED CONSTRUCTION ACCESS	1	EA	1,000.00	1,000.00	1,000.00	0
CONTINGENCIES(10%)				82,861	82,861	0
ENGINEERING(15%)				8,286	8,286	0
EROSION AND SEDIMENTATION CONTROL (WITHIN TRACT) ITEMS TOTAL				\$104,440	\$104,440	\$0

TRAFFIC CONTROL FOR PAVING (WITHIN TRACT)

	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER	
TRAFFIC CONTROL	1	LS	19,500.00	19,500.00	19,500.00	0
CONTINGENCIES(10%)				1,950	1,950	0
ENGINEERING(15%)				3,218	3,218	0
TRAFFIC CONTROL FOR PAVING (WITHIN TRACT) ITEMS TOTAL				\$24,668	\$24,668	\$0

MASON ROAD PAVING (WITHIN TRACT) TOTAL

\$1,373,423 \$1,373,423 \$0

* Total Pipeline Crossing costs will vary significantly based on adjustments needed - could easily be \$600,000 or more

**LONG MEADOW FARMS
PRELIMINARY COST ESTIMATES - MASON ROAD
MAY 30, 2012**

DETENTION ITEMS	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER
CLEARING AND GRUBBING	1	AC	2,850.00	2,850	0
EXCAVATION	29,421	CY	2.75	80,908	0
HAIL, SPREAD, AND COMPACT EXCAVATED MATERIAL	29,421	CY	2.80	73,583	0
PREPARE AREA FOR FILL	7.8	AC	300.00	2,340	0
BACKSLOPE SWALES	300	LF	1.50	450	0
BACKSLOPE INTERCEPTORS	3	EA	5,200.00	15,600	0
REMOVE BACKSLOPE AND OFFSITE INTERCEPTOR STRUCTURE	1	EA	600.00	600	0
RIP RAP	901	SY	42.00	37,842	0
DRAINAGE SWALES	4,000	LF	1.50	6,000	0
HYDROMULCH SEEDING	1.1	AC	1,400.00	1,540	0
BROADCAST SEEDING	7.8	AC	400.00	3,120	0
EROSION AND SEDIMENT CONTROL	*	LS	7,700.00	7,700	0
4" CONCRETE SLOPE PAVING INCLUDING TOE WALLS	738	SY	50.00	36,900	0
CONTINGENCIES(10%)			209,302	209,302	0
ENGINEERING(15%)			28,930	28,930	0
DETENTION ITEMS TOTAL			\$340,867	\$340,867	\$0

**LONG MEADOW FARMS
PRELIMINARY COST ESTIMATES - MASON ROAD
MAY 30, 2012**

MASON ROAD PAVING ITEMS (NORTH OF TRACT)	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER
REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT	1,878	SY	5.00	9,388.80	0
REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	600	LF	1.00	600.00	0
COMPACTED FILL	1,866	CY	4.00	7,420.00	0
EXCAVATION (2' BEHIND BOCI)	1,866	CY	5.00	9,278.00	0
HAIL, SPREAD AND COMPACT EXCAVATED MATERIAL	1,866	CY	5.00	9,278.00	0
6" STABILIZED SUBGRADE	2,783	SY	2.00	5,566.00	0
LIME	48	TON	150.00	7,200.00	0
7" REINFORCED CONCRETE PAVEMENT	2,625	SY	30.00	78,750.00	0
6" CONCRETE CURB	1,426	LF	2.35	3,351.10	0
TRAFFIC SIGNS	3	EA	500.00	1,500.00	0
6" IRRIGATION SLEEVE	80	LF	12.00	960.00	0
BLOCK OUT FOR INLET	2	LF	57.00	114.00	0
TRAFFIC STOPPING	1	LS	9,800.00	9,800.00	0
STANDARD PAVING HEADER	84	LF	8.00	672.00	0
REMOVE BARRICADE	1	EA	805.00	805.00	0
PIPELINE ADJUSTMENT*	1	LS	10,000.00	10,000.00	1
CONTINGENCIES(10%)			154,008.90	154,008.90	0
ENGINEERING(15%)			15,400.90	15,400.90	0
MASON ROAD PAVING (NORTH OF TRACT) ITEMS TOTAL			\$194,601	\$194,621	\$0

EROSION AND SEDIMENTATION CONTROL ITEMS (NORTH OF TRACT)	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER
REINFORCED FILTER FABRIC FENCE	1,426	LF	1.20	1,711.20	0
BLOCK SOO	1,426	LF	5.00	7,130.00	0
STABILIZED CONSTRUCTION ACCESS	1	EA	1,000.00	1,000.00	0
CONTINGENCIES(10%)			984	984	0
ENGINEERING(15%)			984	984	0
EROSION AND SEDIMENTATION CONTROL (NORTH OF TRACT) ITEMS TOTAL			\$12,449	\$12,449	\$0

TRAFFIC CONTROL FOR PAVING (NORTH OF TRACT)	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER
TRAFFIC CONTROL	1	LS	18,500.00	18,500.00	0
CONTINGENCIES(10%)			1,850	1,850	0
ENGINEERING(15%)			1,850	1,850	0
TRAFFIC CONTROL FOR PAVING (NORTH OF TRACT) ITEMS TOTAL			\$24,000	\$24,000	\$0

MASON ROAD PAVING (NORTH OF TRACT) TOTAL	QTY	UNIT PRICE	TOTAL	DISTRICT	DEVELOPER
MASON ROAD PAVING (NORTH OF TRACT) TOTAL			\$221,936	\$221,936	\$0

* Total Pipeline Crossing costs will vary significantly based on adjustments needed - could easily be \$600,000 or more

EXHIBIT "B"

CURVE FOR ENGINEERING COMPENSATION

NOTES:

- 1. When construction cost is under \$100,000 use reimbursable form of compensation, or firm fixed price.
- 2. Construction cost indicated below is for work authorized at one time. Work to be accomplished in more than one construction contract should be charged for on the basis of each contract.

