

STATE OF TEXAS  
FORT BEND COUNTY

THIS CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES is made by and between the **FORT BEND COUNTY** (acting by and through the Texas Department of Transportation, 125 E. 11th Street, Austin, Texas, 78701), hereinafter called "County," and **Asakura Robinson Company, LLC**, having its principal business address 1902 Washington Ave., Suite A, Houston, Texas 77007, hereinafter called "Landscape Architect" for the purpose of contracting for Landscape Architectural Services.

WITNESSETH

WHEREAS, the COUNTY desires to contract for Landscape Architectural Services described as follows:

Prepare Landscape Architectural Plans & Specifications for the  
Beautification of US59 at FM762 Intersection rights-of-way  
Fort Bend County, Texas.

AGREEMENT

NOW, THEREFORE, the County and the Landscape Architect, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY COUNTY

Per **Attachment B**.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED BY LANDSCAPE ARCHITECT

The Landscape Architect shall prepare all plans & specifications for Landscape and Irrigation Drawings for the Beautification of US59 at FM762 Intersection rights-of-way in an approved format by TXDOT. Scope of Services are outlined in **Attachment A**.

The Landscape Architect shall also prepare a schedule of work identified as **Attachment D – Work Schedule**, attached hereto and made part of this contract. The Work Schedule shall contain a complete schedule so that the Landscape Architect's Scope of Services under this contract can be accomplished within the specified time and contract cost. The Work Schedule will provide specific work sequence and definite review times by the County and the Landscape Architect of the work performed. If the review time should take longer than shown on the work schedule, through no fault of the Landscape Architect, additional contract time will be authorized by the County through a supplemental agreement if requested by a timely written request from the Landscape Architect and approved by the County.

ARTICLE 3  
CONTRACT PERIOD

After execution of this contract, and upon receipt of written authorization to proceed, the Landscape Architect shall begin the work outlined under Article 2 and as provided in Article 6. This contract shall upon satisfactory completion of the work, or otherwise terminated as provided in Article 19-Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

The Landscape Architect shall notify the County in writing as soon as possible if it determines, or reasonably anticipates, that the work under this contract cannot be completed before the termination date, and the County or Landscape Architect may, at its discretion, extend the contract period by timely supplemental agreement as provided in Article 11 - Supplemental Agreements.

ARTICLE 4  
COMPENSATION

The County shall pay, and the Landscape Architect agrees to accept the lump sum amount shown below as full compensation for the Landscape Architectural services to be performed under this contract.

The lump sum amount under this contract is **\$153,072.38** payable based on a percentage of work completed as shown in the **Attachments E and E1 - Fee Schedule**. The lump sum amount payable may be revised by supplemental agreement in the event of a change in scope, additional complexity from that originally anticipated or character of work as authorized by the County.

The Landscape Architect shall prepare and submit to the County monthly progress reports in sufficient detail to support the progress of the work and in support of invoice requesting monthly payment. Satisfactory progress of work shall be maintained as a condition of payment.

The fee may be adjusted if additional work is approved by supplemental agreement and performed by the Landscape Architect.

ARTICLE 5  
METHOD OF PAYMENT

Payments to the Landscape Architect for services rendered will be made while work is in progress. The Landscape Architect will prepare and submit to the County, no more frequently than once per month, a progress report stating the percent completion of the work accomplished during the billing period and to date, and one original and lump sum fee will be in proportion to the percent completion of the work task. Identified in **Attachment E and E1 – Fee Schedule**. Upon receipt and approval of each statement, the County shall make a good faith effort to pay the amount which is due and payable within

thirty (30) days. The County shall reserve the right to withhold payment pending verification of work performed. The Landscape Architect must submit adequate proof to the County that the task was completed.

The certified statements shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current statement. Final payment does not relieve the Landscape Architect of the responsibility of correcting any errors and/or omissions resulting from its negligence.

#### ARTICLE 6 NOTICE TO PROCEED

The County will issue a written authorization to proceed with the work identified in the scope of services. The County shall not be responsible for actions by the Landscape Architect or any costs incurred by the Landscape Architect relating to additional work agreed to in writing.

#### ARTICLE 7 PROGRESS

The Landscape Architect shall, from time to time during the progress of the work, confer with the County. The Landscape Architect shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the work.

At the request of the County or the Landscape Architect, conferences shall be provided at the Landscape Architect's office, the office of the County, or at other locations designated by the County.

If federal funds are to be used on this contract, the work will be subject to periodic review by the Texas Department of Transportation.

Should the County determine that the progress in production of work does not satisfy the Work Schedule, the County shall review the work schedule with the Landscape Architect to determine corrective action needed.

The Landscape Architect shall promptly advise the County in writing of events which have a significant impact upon the progress of the work, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods, this disclosure will be accompanied by statement of the action taken, or contemplated, and any County or federal assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

ARTICLE 8  
SUSPENSION

Should the County desire to suspend the work, but not terminate the contract, this may be done by thirty (30) calendar days verbal notification followed by written confirmation from the County to that effect. The thirty day notice may be waived in writing by both parties. Partial payment of work performed shall be made based on a percentage of work completed. The work may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to resume the work. The sixty day notice may be waived in writing by both parties.

If the County suspends the work, the contract period as determined in Article 3 is not affected and the contract will terminate on the date specified unless the contract is amended.

The County assumes no liability for work performed or costs incurred prior to the date authorized by the County to begin work during periods when work is suspended, or subsequent to the contract completion date.

ARTICLE 9  
ADDITIONAL WORK

If the Landscape Architect is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County finds that such work does constitute extra work and exceeds the maximum amount payable, the County shall so advise the Landscape Architect and a written supplemental agreement will be executed between the parties as provided in Article 11. The Landscape Architect shall not perform any proposed additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Landscape Architect or any costs incurred by the Landscape Architect relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 10  
CHANGES IN WORK

If the County finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Landscape Architect shall make such revisions if requested and as directed by the County. This will be considered as additional work and paid for as specified under Article 9 - Additional Work.

The Landscape Architect shall make such revisions to the work authorized in this contract which has been completed as are necessary to correct errors appearing therein,

when required to do so by the County. No additional compensation shall be paid for this work.

#### ARTICLE 11 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in (1) the scope, complexity or character of the service to be performed; or (2) the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 4.

Any supplemental agreement must be executed by both parties within the contract period specified in Article 3 • Contract Period.

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by the Landscape Architect until full execution of the supplemental agreement and authorization to proceed is granted by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed.

#### ARTICLE 12 PUBLIC INFORMATION ACT

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the Landscape Architect and may not be used in whole or part without written approval by the Landscape Architect. A copy of all documents prepared by the Landscape Architect and all documents furnished to the Landscape Architect by the County shall be delivered to the County upon completion or termination of this contract. The Landscape Architect may retain copies of such documents or any other data which it has furnished the County under this Contract. Release of information shall be in conformance with the Texas Open Records Act.

The Landscape Architect shall be given proper credit and acknowledgments for all services including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the County or the County's agent CLIENT in such media as project identification boards, published articles or promotional brochures, and interviews and press releases to newspapers, professional journals and other similar publications. The Landscape Architect reserves the right to issue press releases, marketing information and utilize public relations services to make public the Landscape Architect's role on projects which have been made "public" by the County. The Landscape Architect reserves the right to include representations of the project in its promotional and professional materials.

ARTICLE 13  
PERSONNEL, EQUIPMENT AND MATERIAL

The Landscape Architect shall furnish and maintain, at its own expense, quarters for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Landscape Architect shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Landscape Architect who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project when so instructed by the County. The Landscape Architect certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or will be able to obtain such personnel from sources other than the County.

The Landscape Architect may not change the Project Manager without prior consent of the County.

ARTICLE 14  
BUY TEXAS

The Landscape Architect shall specify for contractors to make efforts to buy products and materials made in Texas for implementing the services authorized in this contract when said products and materials are available at a comparable price, in a comparable period of time and at comparable quality. When requested by the County, the Landscape Architect shall request from contractor documentation of said purchases or a description of good faith efforts to do so.

ARTICLE 15  
SUBCONTRACTING

The Landscape Architect shall not assign, subcontract or transfer any portion of the work under this contract, (other than LJA Engineering), without prior written approval from the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

No subcontract relieves the Landscape Architect of any responsibilities under this contract.

ARTICLE 16  
EVALUATION OF WORK

The County and, when state/federal funds are involved, the Texas Department of Transportation (TXDOT) and any authorized representatives, shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is

made on the premises of the Landscape Architect or a sub-provider, the Landscape Architect shall provide and require its sub-providers to provide all reasonable facilities and assistance for the safety and convenience of the County or TXDOT representatives in the performance of their duties.

#### ARTICLE 17 SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the County and TXDOT before final report is issued. The County's comments on the Landscape Architect's preliminary report will be addressed in the final report.

#### ARTICLE 18 VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by the Landscape Architect shall be grounds for termination of the contract.

#### ARTICLE 19 TERMINATION

The contract may be terminated before the stated termination date by any of the following conditions.

- (1) By mutual agreement and consent, in writing of both parties.
- (2) By the County by notice in writing to the Landscape Architect as a consequence of failure by the Landscape Architect to perform the services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By the County for reasons of its own and not subject to the mutual consent of the Landscape Architect upon not less than thirty (30) days written notice to the Landscape Architect.
- (5) By satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of the termination shall thereafter be paid to the Landscape Architect. In determining the value of the work performed by the Landscape Architect prior to termination, the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under (4) of the paragraph identified above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If the Landscape Architect defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Landscape Architect, the County will

give consideration to the actual costs incurred by the Landscape Architect in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the County, the cost to the County of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the County of the work performed at the time of default.

The termination of this contract and payment of an amount in settlements prescribed above shall extinguish all rights, duties, and obligations of County and the Landscape Architect under this contract, except the obligations set forth in Article 19 of this contract. If the termination of this contract is due to the failure of the Landscape Architect to fulfill its contract obligations, the County may take over the project and prosecute the work to completion.

#### ARTICLE 20 COMPLIANCE WITH LAWS

The Landscape Architect shall comply with all applicable Federal, State, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Landscape Architect shall furnish the County with satisfactory proof of its compliance therewith.

#### ARTICLE 21 INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS CLIENT FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) ARISING OUT OF THE DEATH OR BODILY INJURY TO ANY PERSON OR THE DESTRUCTION OR DAMAGE TO ANY PROPERTY, TO THE EXTENT CAUSED, DURING PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, BY THE NEGLIGENT ACTS, ERRORS AND OMISSIONS OF THE CONSULTANT OR ANYONE FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE, [SUBJECT TO THE LIMITATIONS SET FORTH IN THE LIMITATION OF LIABILITY ARTICLE OF THIS AGREEMENT].

THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW TO INDEMNIFY AND HOLD HARMLESS THE CONSULTANT, IT OFFICERS, DIRECTORS, PRINCIPALS AND EMPLOYEES, FROM ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS,

ERRORS OR OMISSIONS OR THE CLIENT, CLIENT'S CONTRACTORS, CONSULTANTS OR ANYONE FOR WHOM CLIENT IS LEGALLY RESPONSIBLE.

ARTICLE 22  
LANDSCAPE ARCHITECT'S RESPONSIBILITY

The Landscape Architect shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Landscape Architect's responsibility for all questions arising from design errors and/or omissions will be determined by the County and all decisions shall be in accordance with the County's "Errors or Omissions Policy" in accordance with 43 TAC 89 .38( e). The Landscape Architect will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed. In the event that the Authority has a complaint and/or grievance against the Consultant's employees during the performance of any of the Services, the Authority shall direct all such complaints to the Texas Board of Architectural Examiners who has jurisdiction over the professional practice of persons registered as landscape architects in Texas at the Address listed below.

Texas Board of Architectural Examiners

Architecture / Interior Design / Landscape Architecture  
P O Box 12337  
Austin, TX 78711  
Telephone: 512/305-9000, Fax: 512/305-8900

ARTICLE 23  
LANDSCAPE ARCHITECT'S SEAL

The responsible Landscape Architect shall sign, seal and date all appropriate Landscape Architectural submissions to the County and TXDOT in accordance with the Texas Board of Architectural Examiner's Practice Act.

~~ARTICLE 24~~  
~~POST-CONSTRUCTION MAINTENANCE~~

~~Deleted~~

ARTICLE 25  
NONCOLLUSION

The Landscape Architect warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Landscape Architect, to solicit or secure this contract and that it has not paid or agreed to pay any company or Landscape Architect any fee, commission, percentage, brokerage fee, gifts, or any other

consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### ARTICLE 26 INSURANCE

The Landscape Architect shall furnish the County a properly completed Certificate of Insurance, approved by the County prior to beginning work under this contract and shall maintain such insurance through the contract period. The completed Certificate of Insurance shall be attached hereto and identified as **Attachment G**.

#### ARTICLE 27 GRATUITIES

Employees of the County shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the County under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Fort Bend Commissioners Court.

#### ARTICLE 28 DISADVANTAGED / MINORITY BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENT

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Landscape Architect shall make good faith efforts to award subcontracts or supply agreements in at least 15 percent of the value of this contract to Disadvantaged Business Enterprises. The Landscape Architect shall apprise themselves of the requirements for good faith efforts as found in the aforementioned code, and will comply with them.

#### ARTICLE 29 INSPECTION OF LANDSCAPE ARCHITECT'S BOOKS AND RECORDS AND AUDIT REQUIREMENTS

The County and TxDOT shall have the right to examine the books and records of the Landscape Architect for the purpose of checking the amount of work performed by the Landscape Architect at the time of contract termination. The Landscape Architect shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this contract or until

pending litigation has been completely and fully resolved, whichever occurs last. When requested in writing, the County or any of its duly authorized representatives, the Federal Highway Administration, the U.S. Department of Transportation Office of Inspector General and the Comptroller General shall have the right to review any and all books, documents, papers and records of the Landscape Architect which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 30  
PAYMENT OF FRANCHISE TAX

Pursuant to the Business Corporation Act, Texas Civil Statutes, Article 2.45 which prohibit the County from awarding a contract to a corporation that is delinquent in paying taxes under Tax Code, Chapter 171, the Landscape Architect hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to, such a tax. A false Statement concerning corporation's franchise tax status shall constitute grounds for termination of the contract at the sole option of the County.

ARTICLE 31  
DEBARMENT, SUSPENSION AND DISCIPLINARY ACTION

The Landscape Architect warrants that the representations included in the Debarment Certification (Negotiated Contracts) submitted with the offer to provide services are current and still valid, attached hereto as **Attachment H and H-1**.

ARTICLE 32  
LOBBYING CERTIFICATION

The Landscape Architect shall comply with "Lobbying Certification/Disclosure Form" in federal aid contracts in excess of \$100,000 or subcontracts in excess \$50,000, identified and attached hereto as **Attachment I**.

ARTICLE 33  
CIVIL RIGHTS COMPLIANCE

The Landscape Architect shall comply with the regulations of the Department of Transportation (49 C.F.R. Part 21 and 23 C.F.R. 710.405) as they relate to nondiscrimination; also, Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation (41 C.F.R. Part 60). See Civil Rights Compliance, attached hereto and identified as **Attachment J**.

ARTICLE 34  
CHILD SUPPORT CITYMENT

Under Section 231.006 of the Family Code, the Landscape Architect certifies that the individuals or business entity named in this contract is eligible to receive the specified

grant or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The Landscape Architect further acknowledges that he or she has read **Attachment K** and has provided the names and social security numbers required therein.

#### ARTICLE 35 DISPUTES

The Landscape Architect shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Landscape Architect in support of this contract's work. Any disputes concerning the work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with Title 43, Texas Administrative Code, *1.68*.

#### ARTICLE 36 SUCCESSORS AND ASSIGNS

The Landscape Architect, and the County, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The Landscape Architect shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the County.

#### ARTICLE 37 SEVERABILITY

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ARTICLE 38 PRIOR CONTRACT SUPERSEDED

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

#### ARTICLE 39 NOTICES

Contact persons for all notices to either party by the other required under this contract shall be personally delivered or mailed to such party at the following respective address:

COUNTY  
Debbie Kaminski  
Assistant Purchasing Agent  
Fort Bend County  
301 Jackson, Suite 201  
Richmond TX 77469

LANDSCAPE ARCHITECT  
Margaret Robinson, PLA  
Principal  
Asakura Robinson Company LLC  
1902 Washington Ave., Suite A  
Houston, Texas 77007

ARTICLE 40  
SIGNATORY WARRANTY

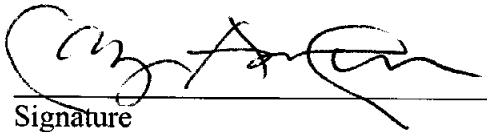
The undersigned signatory or signatories for the Landscape Architect hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing the County to enter into this contract.

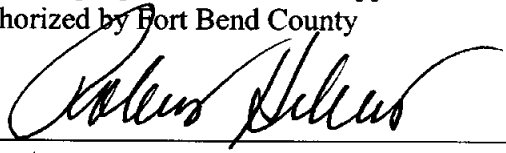
IN WITNESS HEREOF, the County and the Landscape Architect have executed these presents in duplicate.

THE LANDSCAPE ARCHITECT

THE COUNTY

Executed for Fort Bend County for the purpose and effect of activating and/or carrying out the orders, established, policies or work programs heretofore approved and authorized by Fort Bend County

  
Signature

  
Signature

KEIJI ASAKURA  
Printed Name

Robert E. Hebert  
Printed Name

PRESIDENT  
Title

County Judge  
Title

OCT. 17, 2012  
Date

October 23, 2012  
Date

LIST OF ATTACHMENTS:

- Attachment A - Scope of Work
- Attachment B - Services to be Provided by the County
- Attachment C - Services to be Provided by the Landscape Architect
- Attachment C1- Services to be Provided by the Civil Engineer
- Attachment D - Anticipated Schedule
- Attachment E - Fee Schedule – Landscape Architect
- Attachment E1- Fee Schedule – Civil Engineer
- Attachment F - Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements

- Attachment G- Certificate of Insurance
- Attachment H- Debarment Certification - ARC
- Attachment H1- Debarment Certification - LJA
- Attachment I- Lobbying Certification/Disclosure Form
- Attachment J- Civil Rights Compliance
- Attachment K- Child Support Cityment

## ATTACHMENT "A"

### SCOPE OF WORK TO BE PROVIDED TO FORT BEND COUNTY

Highway: US 59 and FM762  
Limits: 44 Acres within intersection ROW  
Reference: Q12-022  
CSJ: #0027-12-137

#### Scope of Work:

This Landscape Design project will address the following:

- Survey of existing conditions
- Existing tree relocations/preservation plans
- Grading Plans
- Hardscape Plans, including sidewalk additions and bridge traffic rail replacement
- Planting Plans
- Irrigation Plans
- Screening of unsightly utilities and facilities
- Signage, signal upgrades and crosswalk design-per TxDOT, WFBMD criteria
- Pedestrian and Aesthetic lighting

#### Task 1: Schematic Design

- a) Organize and attend meetings with Client and other agencies, as necessary.
- b) Subcontract with licensed Surveyor to prepare an existing conditions and property line survey with critical elevations.
- c) Prepare schematic landscape/utility plan(s), elevations, sketches and images for Client's review.
- d) Prepare a preliminary construction cost estimate.
- e) Revise plans and cost estimate per Client's comments.
- f) Provide rendered, illustrative plan and elevations/sketches suitable for presentations.

#### Task 2: Construction Documents

Based on Client approved Schematic Design Plan and cost estimate, Asakura Robinson Company (ARC) will prepare Construction Documents to include the following:

- a) Prepare all construction documents per TxDOT standards, design guidelines and procedures.
- b) Prepare planting plans and details
- c) Prepare tree preservation and relocation plans and details

- d) Prepare irrigation plans and details
- e) Prepare area grading plans
- f) Prepare hardscape plans and details
- g) Subcontract with a Civil Engineer to provide grading and utility plans to include water, drainage and electrical connections, SWPPP plan Traffic plan, and completing TxDOT EPIC (Environmental Permits, Issues, and Commitments) sheet for the project.
- h) Issue review drawings, pricing documents and updated cost estimates at 50%, 90% and 100% completion.
- i) Prepare construction specifications and issue at 100% completion.
- j) Coordinate TxDOT, WFBMD and Cities of Richmond and Rosenberg review of all drawings.
- k) Revise drawings per agency comments.
- l) Prepare a maintenance plan coordinating TxDOT, WFBMD and potential private sector maintenance with a preliminary maintenance cost estimate.

**Task 3: Bidding/Contract Administration**

- a) At bid, ARC to provide 6 copies of contract documents at 11"x17" format to State.
- b) At bid, ARC to provide 20 copies of contract documents on CD's to County. One PDF file will contain all specifications and one PDF file will contain all Construction Document drawings on each CD. One (1) set of hard copies are also required as deliverables to County.
- c) Review shop drawings, samples, and other Contractor or Vendor submittals as required by the Construction Documents and make recommendations as necessary.
- d) Respond to Requests for Information (RFI's) and prepare Requests for Proposals (RFP's) as necessary during the construction process.
- e) Organize and attend bi-weekly construction meetings with design and construction team during the construction process.
- f) At substantial completion, issue the punch list and certificate of completion of project in accordance with the approved plans and specifications.

**Summary of Fees:**

	ARC	LJA	Subtotals
Task No. 1: Schematic Design	\$19,919.07	\$24,636.89	\$44,555.96
Task No. 2: Construction Documents	\$42,953.62	\$40,049.31	\$83,002.93
Task No. 3: Bidding/Contract Administration	\$17,196.10	\$3,006.91	\$20,203.01
Estimated Reimbursables	\$4,486.98	\$823.50	\$5,310.48
<b>Totals</b>	<b>\$84,555.77</b>	<b>\$68,516.62</b>	<b>\$153,072.38</b>

## ATTACHMENT "B"

### SERVICES TO BE PROVIDED BY FORT BEND COUNTY

Highway: US 59 and FM762  
Limits: 44 Acres within ROW  
Reference: Q12-022  
CSJ: #0027-12-137  
Contract No.: 12-2XXF5018

Fort Bend County (hereinafter to be referred to as the County) has commissioned the services of Asakura Robinson Company to serve as the Landscape Architect on this project as the prime consultant with LJA as a sub-consultant.

The County and State will furnish to the Landscape Architect the following items:

1. Schematic designs and approved environmental documents, if available
2. Roadway design requirements.
3. Available horizontal control points.
4. Available benchmark elevations and descriptions for vertical control.
5. Planimetric layout identifying underground utility locations, as compiled from State SUE projects and as-builts provided by utility companies, if available.
6. Project centerline horizontal geometry in text file format on CD, if available
7. If available, the data on file concerning:
  - a. Contact prints of photogrammetric mapping.
  - b. An electronic copy of the existing 2D CAD mapping file, on a reproducible CD.
  - c. Existing roadway 3D CAD Digital Terrain Mapping (DTM) file on a reproducible CD.
  - d. Existing facilities construction documents and "as-builts".
8. Available interface data for any projects adjacent to, crossing, and/or within limits.
8. Available existing traffic counts and design year traffic projections necessary to develop the traffic control plans.
9. Right-of-way maps, if available.
10. Applicable special specifications, special provisions, and latest statewide State bid tabulations.

11. Available approved TXDOT Houston District design standard drawings and standard summary and border sheets (i.e., blank summary tables, blank plan and profile sheets with title blocks, etc.). All design standards are available on the State's web site.
12. Assistance will be provided to the Landscape Architect to obtain the required data and information from other local, county, regional, state and federal agencies.
13. Timely review and decisions necessary for the Landscape Architect to maintain the contracted project schedule.
14. Sample schedules and formats to Landscape Architect, for design scheduling using Primavera or Suretrak.
15. Project technical and administrative standards and procedures.
16. Information for Environmental Permits Issues and Commitments (EPIC) sheets to be signed by the State.
17. Design Elements (DE) form, on diskette, for Design Concept Conference (DCC) with project-wide design parameters provided by the County. Project-specific information (i.e., estimate, typical sections, design exceptions, etc.) to be completed by the Landscape Architect.
18. If required, design criteria and standard drawings for architectural finishes, landscaping, signing, and architectural details for structures and retaining walls, per the TXDOT Green Ribbon report.
19. Standard GEOPAK design cross section criteria files developed by State.
20. Design criteria for roadway, structures, drainage, and hydraulics.
21. Limited access to the State's DCIS (CONENG and CONEST) will be provided.

## ATTACHMENT "C"

### SERVICES TO BE PROVIDED BY THE LANDSCAPE ARCHITECT

Highway: US 59 and FM762  
Limits: 44 Acres within intersection ROW  
Reference: Q12-022  
CSJ: #0027-12-137

The work to be performed by the Landscape Architect under this contract consists of providing Landscape Architecture services required for the preparation of Plans, Specifications and Estimates (PS&E) for the approximately 44 acres of TxDOT ROW at the US 59 / FM 762 Interchange. The Landscape Architect shall be registered in the State of Texas. The existing traffic capacity and number of main lanes and frontage road lanes must be maintained at all times during construction of the new facility, with any exceptions to be approved by the County and State. The Landscape Architect shall prepare plans, details and compute quantities to include: Existing tree relocations/preservation plans, grading plans, hardscape plans, planting plans, irrigation plans specifications, and probable cost estimates. The plans shall be noted as copyrighted with the State's logo.

The Landscape Architect shall coordinate through the County's Project Manager for the development of the PS&E with any local entity having jurisdiction or interest in the project (e.g. city, county, municipal utility district, etc.)

The preliminary and final construction cost estimate for the proposed improvements shall be prepared by the Landscape Architect utilizing the Houston District's 12 month average unit prices.

The Landscape Architect shall not move forward with performing detailed PS&E (90% and final submittals) until the County and State approve the 50 % milestone submittal.

The PS&E shall be complete and organized in accordance with Stand alone Manual Notice 00-1 entitled "*Organization of Plan Sheets*" and as identified by the latest edition of the Consultant Contract Administration's "*Guidelines for Milestone Submittals*". The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest County's policies and procedures, and the TXDOT Houston District's *PS&E Checklist*.

The Landscape Architect shall use CADD to fully develop all drawings. The CADD drawings developed shall be compatible with the State and County.

The PS&E shall be developed in English units. The final plan sheets shall be electronic format, size 22" x 34", signed, sealed and dated by a Professional Landscape Architect registered in the State of Texas. The plans shall be noted as copyrighted with the State's logo.

PS&E for the above work shall be prepared in accordance with the applicable requirements of the State's Specifications, Standards and Manuals (latest revision). Whenever possible, the State's standard drawings, standard specifications, or previously approved special provisions and/or special specifications shall be used. If a special provision or a special specification must be developed or modified for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures. Any specifications developed by the Landscape Architect shall be submitted to the State for approval prior to inclusion in the PS&E. The Landscape Architect shall sign, seal, and date all project specific modifications to standard drawings.

The Landscape Architect shall receive limited access to the State's DCIS (CONENG AND CONEST) to update responsible Landscape Architect information, sign, seal and date, build specification list and develop Project estimate.

The State may require the Landscape Architect to sign forms 1828, *Information Security Compliance Agreement*; 1980, *Request for External Access to TxDOT Information Systems*, 2110; *Information Resources Confidentiality Agreement*, and *DR-IRI Information Access Request Form*. These access rights will be revoked after the project is let.

The Landscape Architect shall make submittals, as defined by the milestones in **Attachment D-Anticipated Schedule** of the contract, and in accordance with the latest State policies and procedures. The submittals shall consist of (6) 11"x17" paper sets. Each milestone submittal shall contain electronic files for the work accomplished to date. The Landscape Architect shall reply to each comment either within the plan set or by separate cover letter. The Landscape Architect shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

The Landscape Architect may be required to meet with the State and the County Project Manager to report on progress. After each meeting with the County and any other meeting, the Landscape Architect shall prepare meeting minutes, solicit and incorporate participants' comments, distribute the minutes, submit a memorandum summarizing the events, including an ACTION ITEM LIST, within five (5) working days of the meeting.

The Landscape Architect shall invoice the County monthly per the breakdowns and at the rates described in **Attachment E** and in accordance to the format provided at the kick-off meeting. The Landscape Architect shall also prepare the invoice from the County to the State utilizing Form 132 ver 9-97. This invoice package shall include an updated design schedule and a written progress report. The written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended and

overall status including a percent complete by task. The landscape architect shall submit monthly written progress reports to the County and the County's respective project managers regardless of whether the landscape Architect is invoicing for that month.

The Landscape Architect must send their invoice package electronically. Scanned billings are to be e-mailed to [houconsultantbillings@dot.County.tx.us](mailto:houconsultantbillings@dot.County.tx.us) in the Houston District Accounting Office. To send the billings electronically, the following requirements must be met:

- The electronic billing documentation must be legible. If any documentation is identified as illegible, the Landscape Architect must correct the illegibility.
- The electronic billings must be sent as a .tif file or .pdf. Scan (300 dpi, no color and no grayscale. Black and white only). Larger files can be scanned in 200 dpi but the Landscape Architect should double check for legibility.
- Different sizes of billing documentation must be scanned in at their original size.
- The entire billing must be submitted as one .tif file or .pdf file.

Once the project goes to letting all electronic files shall be delivered within 30 days of written request. Final payment will be made upon the County's receipt of the electronic files in CD format containing plans (to include all design files, etc.) and the confirmation that these files are fully operational and are located on the appropriate levels.

The Landscape Architect may be asked to incorporate into the project PS&E package, additional plans, specifications and quantities developed by others. The Landscape Architect shall insert the package, number sheets, and update the Index of Sheets and provide a construction cost estimate of the plans developed by others. This work will be handled by supplemental agreement.

The Landscape Architect shall prepare a design time schedule using the latest version of Primavera or SureTrak software. **If Suretrak software is used, the Landscape Architect shall set up the new project using the Concentric (P3) type option.** The design time schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables, review requirements in a format that depicts the interdependence of the various items **and shall be updated monthly and submitted with the invoice.** The Landscape Architect shall provide assistance to County and State personnel in interpreting the schedule. Milestone submittals shall be at 50 %, 90% and final. If the Landscape Architect can not meet the scheduled milestone review date they are to advise the County in writing.

The Landscape Architect shall prepare a construction time determination, using the latest version of Primavera or SureTrak software in accordance with the State's Administrative Circular No. 17-93 and be submitted one month prior to the 90 % milestone submittal. The Landscape Architect shall provide assistance to County and State personnel in interpreting the schedules.

In addition to scheduling software set forth above, reports and/or spreadsheets prepared in connection with these services shall be in the Microsoft (MS) Office XP software. The Landscape Architect shall be required to maintain compatible versions to the County's software packages.

The project's Landscape Architecture work may be inspected by the County, State and the Federal Highway Administration in the offices of the Landscape Architect, except for the field work which shall be performed on-site, and the sub-consultant work which will be performed in the office of the sub-consultant. After notice to proceed is given in writing, the PS&E for the work outlined above shall be completed and submitted to the County and State within the negotiated contract period per the identified milestones in the schedule.

All documents submitted to the County and State shall be accompanied by a letter of transmittal which shall include, but need not be limited to, the highway number, project limits, county, CSJ, and contract number.

The Landscape Architect shall designate one Texas Registered Professional Landscape Architect to be responsible throughout the project for project management and all communications, including billing, with the County.

The Landscape Architect shall prepare and execute contracts with sub-consultants, monitor sub-consultant activities (staff and schedule), and review and recommend approval of sub-consultant invoices. Once sub-consultant contracts are executed, the Landscape Architect is to provide copies of each sub-consultant contract to the County. Any subsequent amendment to the Landscape Architect's contract with the County by supplemental agreement requiring services to be performed by a sub-consultant will require an amendment to the sub-consultant contract as well.

The Landscape Architect shall implement their Quality Assurance/Quality Control program prior to submitting plans to the County for each of the milestones. Additionally, the Landscape Architect shall provide evidence of their internal review process in the form of a set of red-line mark-ups to be submitted at each milestone. **A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted.** This information will not be reviewed nor checked by the County but instead serves as documentation that the Landscape Architect has performed an internal review of their own work and that of their sub-providers. This request for documentation of the internal review process is not to be considered as additional work but rather it is a routine order of business.

**The Landscape Architect shall submit all quantity take-off calculations as evidence that a quality control review has taken place at the 90%, 95 % and final milestone submittals. The County and State will spot check at random for accuracy. This request for quantity take-off calculations is not to be considered as additional work.**

The Landscape Architect shall meet with the County and State bi-monthly or as needed to discuss progress of work and resolve any questions of design during the PS&E preparation.

## ATTACHMENT "C-1"

### SERVICES TO BE PROVIDED BY THE CIVIL ENGINEER

Highway: US 59 and FM762  
Limits: 44 Acres within ROW  
Reference: Q12-022  
CSJ: #0027-12-137  
Contract No.: 12-2XXF5018

The work to be performed by the Engineer under this contract consists of providing engineering services required for the preparation of Plans, Specifications and Estimates (PS&E) for "the landscaping of freeway interchange" The existing traffic capacity and number of main lanes and frontage road lanes must be maintained at all times during construction of the new facility, with any exceptions to be approved by the State. The Engineer shall prepare plans, details and compute quantities to include, grading, paving, sidewalks, bike trails and pedestrian ramps, landscaping drainage, storm water pollution prevention plans, retaining walls, specifications, and cost estimates.

The Engineer shall coordinate through the State's Project Manager for the development of the PS&E with any local entity having jurisdiction or interest in the project (e.g. city, county, municipal utility district, etc.)

The Engineer shall prepare Traffic Control Plans (TCP) in coordination with the State. The TCP shall include interim signing for every phase of construction. This is to include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.

The Engineer shall maintain continuous access to abutters during all phases of the TCP. The Engineer shall develop an inventory of all abutters along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the State. It is not anticipated that the Engineer will participate in the public involvement process.

The Engineer shall be responsible to coordinate with the State's Project Manager to schedule a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT).

The Engineer shall prepare Storm Water Pollution Prevention Plans (SW3P), including details and pay quantities. The State will provide the Notice of Intent.

The preliminary and final construction cost estimate for the proposed improvements shall be prepared by the Engineer utilizing the Houston District's 12 month average unit prices.

The Engineer shall not move forward with performing detailed PS&E (90% and final submittals) until the County and State approves the 50 % milestone submittal.

The PS&E shall be complete and organized in accordance with Stand alone Manual Notice 00-1 entitled "*Organization of Plan Sheets*" and as identified by the latest edition of the Consultant Contract Administration's "*Guidelines for Milestone Submittals*". The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest State's policies and procedures, and the Houston District's *PS&E Checklist*.

The Engineer shall use CADD to fully develop all drawings. The CADD drawings developed shall be compatible with the County.

The PS&E shall be developed in English units. The final plan sheets shall electronic format, size 11" x 17", signed, sealed and dated by a Professional Engineer registered in the State of Texas. The plans shall be noted as copyrighted with the County's logo.

PS&E for the above work shall be prepared in accordance with the applicable requirements of the State's Specifications, Standards and Manuals (latest revision). Whenever possible, the State's standard drawings, standard specifications, or previously approved special provisions and/or special specifications shall be used. If a special provision or a special specification must be developed or modified for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures. Any specifications developed by the Engineer shall be submitted to the State for approval prior to inclusion in the PS&E. The Engineer shall sign, seal, and date all project specific modifications to standard drawings.

The Engineer shall make submittals, as defined by the milestones in Attachment "D" of the contract, and in accordance with the latest County's policies and procedures. The submittals shall consist of (6) 11"x17" paper sets. Each milestone submittal shall contain electronic files developed for the work accomplished to date. The Engineer shall reply to each comment either within the plan set or by separate cover letter. The Engineer shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

The Engineer may be asked to incorporate into the project PS&E package, additional plans, specifications and quantities developed by others. The Engineer shall insert the package, number sheets, and update the Index of Sheets and provide a construction cost estimate of the plans developed by others. This work will be handled by supplemental agreement.

The project's engineering work may be inspected by the County, State and the Federal Highway Administration in the offices of the Engineer, except for the field work which shall be performed on-site, and the sub-consultant work which will be performed in the office of the sub-consultant. After notice to proceed is given in writing, the PS&E for the work outlined above shall be completed and submitted to the State within the negotiated contract period per the identified milestones in the schedule.

All documents submitted to the County and State shall be accompanied by a letter of transmittal which shall include, but need not be limited to, the highway number, project limits, county, CSJ, and contract number.

The Engineer shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the State.

Any subsequent amendment to the Engineer's contract with the County by supplemental agreement requiring services to be performed by a sub-consultant will require an amendment to the sub-consultant contract as well.

The Engineer shall implement their Quality Assurance/Quality Control program prior to submitting plans to the State for each of the milestones. Additionally, the Engineer shall provide evidence of their internal review process in the form of a set of red-line mark-ups to be submitted at each milestone. **A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted.** This information will not be reviewed nor checked by the County or State but instead serves as documentation that the Engineer has performed an internal review of their own work and that of their sub-providers. This request for documentation of the internal review process is not to be considered as additional work but rather it is a routine order of business.

**The Engineer shall submit all quantity take-off calculations as evidence that a quality control review has taken place at the 50%, 90% and final milestone submittals. The County and State will spot check at random for accuracy. This request for quantity take-off calculations is not to be considered as additional work.**

The Engineer shall meet with the State and the County bi-monthly or as needed to discuss progress of work and resolve any questions of design during the PS&E preparation.

#### **FIELD TOPOGRAPHIC SURVEYING**

- A. Field Topographic Surveying. The Engineer shall verify the benchmark coordinates and establish the horizontal and vertical control for the project. The Engineer shall coordinate control with the adjacent Engineers, if any for consistency and accuracy of the project.**

The Engineer shall:

1. Vertical Control: Locate previously set benchmarks established by State (State Datum); establish benchmark circuit (run levels) throughout the Project; tie benchmarks (station/offset) to Project baseline.
2. Tie to existing underground and overhead utilities (location, elevation, size and direction).
3. ROW staking for additional field topography related to design work.
4. Determine type of existing material, existing pavements, etc.
5. Obtain profiles of existing drainage facilities.
6. Obtain top of manhole and flowline elevations, type and size, etc. of manholes, inlets, and valves of utilities.
7. Obtain ties to existing bridges or culverts that may conflict with new construction.
8. Tie down soil boring locations by station, offset and surface elevation.
9. Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.
10. The Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.
11. All standards, procedures and equipment used by the Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.
12. If at any time during the contract period, the Surveyor encounters unforeseen circumstances which may materially affect the scope, complexity or character of the work authorized by the State, the Surveyor shall notify the State in writing immediately with a complete description of the circumstances encountered.

## **ROADWAY DESIGN**

- L. **Pedestrian and Bicycle Facilities** The Engineer shall coordinate with the County and State to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian/bicycle facilities must be designed in

accordance with the latest *Americans with Disabilities Act Accessibility Guidelines* (ADAAG), the *Texas Accessibility Standards* (TAS), and the *AASHTO Guide for the Development of Bicycle Facilities*".

## **DRAINAGE DESIGN**

The Engineer shall perform the following:

1. Provide a drainage design for drainage of the landscape improvements.
2. The drainage design will not change the existing overall drainage areas or points of connection to existing structural drainage facilities.
3. Select standard details from State or District's list of standards for items such as inlets, manholes, junction boxes and end treatment, etc. if required.
4. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
5. Identify potential utility conflicts and design around them, wherever possible.
6. Take into consideration pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.

- E. Storm Water Pollution Prevention Plans (SW3P).** The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control measures.

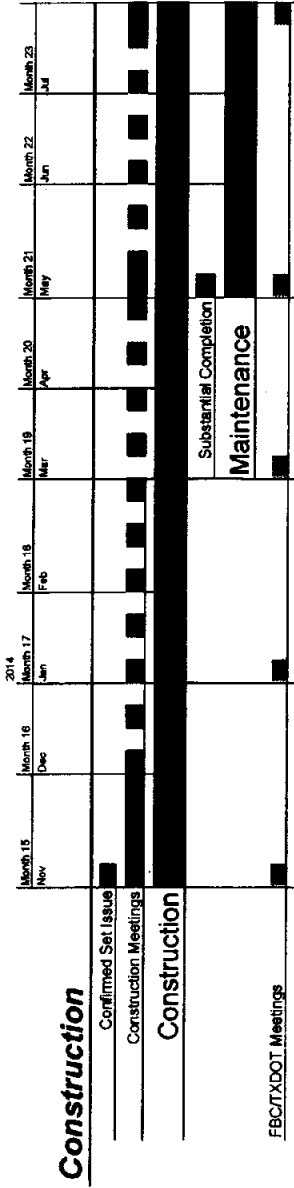
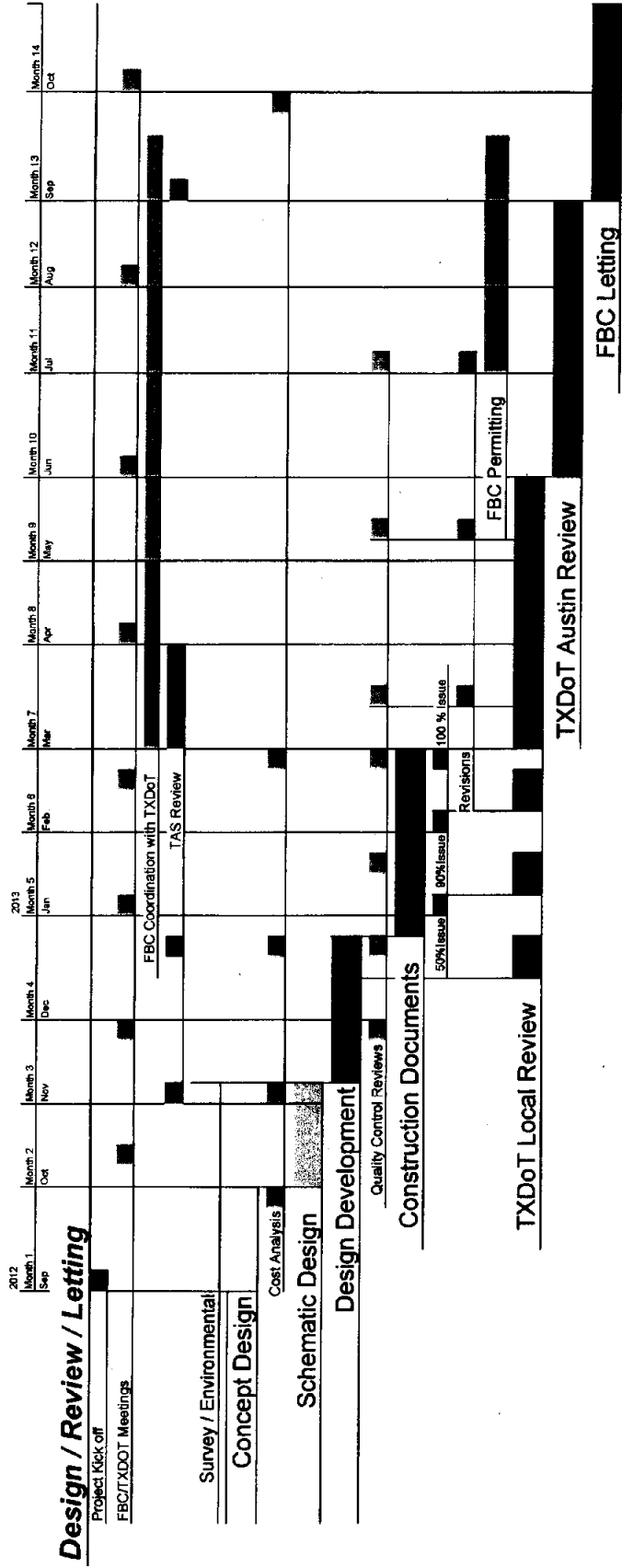
## **MISCELLANEOUS**

- B. Traffic Control Plan, Detours and Sequence of Construction.** The Engineer shall prepare Traffic Control Plans (TCP) for the project. The Engineer is to complete Form 2229-*Significant Project Procedures* along with Page 4 of Form 1002, specifically titled *Accelerated Construction Procedures*. A detailed TCP shall be developed in accordance with the latest edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways* (Texas MUTCD). The Engineer is to implement the current Barricade and Construction (BC) standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers.

1. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Engineer shall show

temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing.

3. The Engineer shall be responsible to coordinate with the State in scheduling a Traffic Control Workshop and submittal of the TCP for Traffic Control Approval Team (TCAT) approval. The Engineer shall assist the State in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.
  4. Continuous, safe access to all properties during all phases of construction is mandatory. The Engineer shall develop TCP to preserve existing curb cuts. Approval from the State is required for any elimination of existing access capacity.
- H. Estimate.** The Engineer shall independently develop and report quantities in standard State bid format at the 50%, 90% and Final PS&E submittals. The Engineer shall identify and document quantity variances to be provided with each submittal. The Engineer shall be prepared to input the estimate into DCIS per the access rights given to the Engineer at the 90% and Final PS&E submittals.
- I. Specifications.** Once the estimate is inputted into DCIS, the Engineer shall develop the list of standard specifications with the appropriate reference items the estimate. The Engineer shall also identify the need for any special specifications, and special provisions. The Engineer shall prepare General Notes from the Houston District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in rich text format.
- L. Permits Review.** The Engineer shall review and respond with comments within two working days to the County's Project Manager on all permits submitted to the State by various entities for driveways, street tie-ins or roadway modifications within the area of the project.



**"ATTACHMENT E" ASAKURA ROBINSON**  
**HOURS BY CLASSIFICATION**

Phase & Task / Funtion Time	Principal in charge	Principal Designer	Project Manager	Irrigation Designer	Admin	Total
<b>Task No. 1 - Schematic Design</b>						
Meetings with client and other agencies	24		24			48
Prepare schematic design drawings (plans, elevations, sketches and concept images)	20	30	50	15		115
Prepare preliminary probable construction cost estimate			16			16
Billing and administrative duties					4	
Summary	44	30	90	15	4	183
<b>Task No. 2 - Construction Documents</b>						
Meetings with client and other agencies	24		24			48
Prepare planting plan and details	8	12	40			60
Prepare tree preservation and relocation plans and details			20			20
Prepare irrigation plans and details				60		60
Prepare area grading plans		12	20			32
Prepare hardscape plans and details		12	60			72
Prepare CD probable cost estimate	2	4	16	4		26
Prepare construction specifications	2	4	16	8		30
Coordinate TxDOT, WFBMD, and cities of Richmond and Rosenberg review of all drawings	10		30			40
Prepare a maintenance plan coordinating TxDOT, WFBMD and potential private sector maintenance			32	16		48
Preliminary maintenance cost estimate	2	4	16	4		26
Billing and administrative duties					8	8
Summary	48	48	274	92	8	470
<b>Task No. 3 - Bidding / Contract Administration</b>						
Review submittals			24	6		30
Construction Meetings / Site review	8	30	30			68
Review and repsond to RFI's		12	18	6		36
Issue punch List and certificate of completion		12	16	6		34
Billing and administrative duties					4	4
Summary	8	54	88	18	4	172
<b>TOTAL HOURS</b>						<b>825</b>

**ASAKURA ROBINSON**  
**FEES AND HOURS BY CLASSIFICATION**

Phase Classification	Hours	Direct Labor	Overhead	Profit	Total Billing Rate	Total ARC Prof. Fees
<b>Task No. 1 - Schematic Design</b>						
Principal	44	\$56.67	\$96.91	\$16.89	\$170.47	\$7,500.64
Principal Designer	30	\$46.33	\$79.22	\$13.81	\$139.37	\$4,180.96
Project Manager	90	\$25.00	\$42.75	\$7.45	\$75.20	\$6,768.23
Irrigation Designer	15	\$24.33	\$41.60	\$7.25	\$73.19	\$1,097.81
Admin	4	\$18.86	\$32.25	\$5.62	\$56.73	\$226.93
Total Manhours						\$19,774.56
<b>Task No. 2 - Construction Documents</b>						
Principal	48	\$56.67	\$96.91	\$16.89	\$170.47	\$8,182.51
Principal Designer	48	\$46.33	\$79.22	\$13.81	\$139.37	\$6,689.53
Project Manager	274	\$25.00	\$42.75	\$7.45	\$75.20	\$20,605.49
Irrigation Designer	92	\$24.33	\$41.60	\$7.25	\$73.19	\$6,733.21
Admin	8	\$18.86	\$32.25	\$5.62	\$56.73	\$453.86
Total Manhours						\$42,664.60
<b>Task No. 3 - Bidding / Contract Administration</b>						
Principal	8	\$56.67	\$96.91	\$16.89	\$170.47	\$1,363.75
Principal Designer	54	\$46.33	\$79.22	\$13.81	\$139.37	\$7,525.72
Project Manager	88	\$25.00	\$42.75	\$7.45	\$75.20	\$6,617.82
Irrigation Designer	18	\$24.33	\$41.60	\$7.25	\$73.19	\$1,317.37
Admin	4	\$18.86	\$32.25	\$5.62	\$56.73	\$226.93
Total Manhours						\$17,051.60
<b>TOTAL PROFFESIONAL FEES</b>						<b>\$79,490.76</b>

**ASAKURA ROBINSON ESTIMATED REIMBURSABLE EXPENSES**

	Estimated Quantity	Units	Unit Price	Total
Reproduction 8.5x11 Color, Bond paper	0	Each	\$0.20	\$0.00
Reproduction 8.5x11 BW, Bond paper	300	Each	\$0.10	\$30.00
Reproduction 11x17 Color, Bond paper	0	Each	\$1.50	\$0.00
Reproduction 11x17 BW, Bond paper	3570	Each	\$0.75	\$2,677.50
Reproduction 11x17 BW, Mylar paper	170	Each	\$7.00	\$1,190.00
CD archive	1	Each	\$5.00	\$5.00
Courier Services	3	Each	\$20.00	\$60.00
Mileage	945	Mile	\$0.555	\$524.48
Total Direct Cost				\$4,486.98

**TOTAL FEES (PROFFESIONAL AND REIMBURSABLES) \$83,977.73**

**ASAKURA ROBINSON SALARY RATES**

Summary of Classifications	Direct Labor	Overhead (1.71)	Profit (.11)	Billing Rate
Principal	\$56.67	\$96.91	\$16.89	\$170.47
Principal Designer	\$46.33	\$79.22	\$13.81	\$139.37
Project Manager	\$25.00	\$42.75	\$7.45	\$75.20
Irrigation Designer	\$24.33	\$41.60	\$7.25	\$73.19
Admin	\$18.86	\$32.25	\$5.62	\$56.73



**LJA Engineering, Inc.**  
**FEES AND HOURS BY CLASSIFICATION**

Classification	Hours	Direct Labor	Overhead	Profit	Total Billing Rate	Total LJA Prof. Fees	Total ARC Prof. Fees Exhibit E	Subtotals
<b>Task No. 1 - Schematic Design</b>								
Principal in charge	2	\$57.01	\$99.37	\$17.20	\$173.58	\$347.16		
Project Manager	17	\$44.40	\$77.39	\$13.40	\$135.19	\$2,298.16		
Project Engineer	34	\$27.29	\$47.57	\$8.23	\$83.09	\$2,825.08		
Senior Designer/CAD	26	\$32.00	\$55.78	\$9.66	\$97.43	\$2,533.22		
Surveyor RPLS	4	\$41.75	\$72.77	\$12.60	\$127.12	\$508.47		
Survey Technician	13	\$28.25	\$49.24	\$8.52	\$86.01	\$1,118.18		
Three Man Survey Crew	96	\$50.25	\$87.59	\$15.16	\$153.00	\$14,687.78		
Admin	4	\$18.86	\$32.87	\$5.69	\$57.42	\$229.69		
<b>Total Manhours</b>						<b>\$24,547.74</b>	<b>\$19,774.56</b>	<b>\$44,322.30</b>
<b>Task No. 2 - Construction Documents</b>								
Principal in charge	3	\$57.01	\$99.37	\$17.20	\$173.58	\$520.74		
Project Manager	28	\$44.40	\$77.39	\$13.40	\$135.19	\$3,785.21		
Project Engineer	114	\$27.29	\$47.57	\$8.23	\$83.09	\$9,472.34		
Senior Designer/CAD	268	\$32.00	\$55.78	\$9.66	\$97.43	\$26,111.60		
Admin	2	\$18.86	\$32.87	\$5.69	\$57.42	\$114.85		
<b>Total Manhours</b>						<b>\$40,004.74</b>	<b>\$42,664.60</b>	<b>\$82,669.34</b>
<b>Task No. 3 - Bidding / Contract Administration</b>								
Principal in charge	0	\$57.01	\$99.37	\$17.20	\$173.58	\$0.00		
Project Manager	10	\$44.40	\$77.39	\$13.40	\$135.19	\$1,351.86		
Project Engineer	18	\$27.29	\$47.57	\$8.23	\$83.09	\$1,495.63		
Senior Designer/CAD	0	\$32.00	\$55.78	\$9.66	\$97.43	\$0.00		
Admin	2	\$18.86	\$32.87	\$5.69	\$57.42	\$114.85		
<b>Total Manhours</b>						<b>\$2,962.34</b>	<b>\$17,051.60</b>	<b>\$20,013.94</b>
<b>TOTAL PROFESSIONAL FEES</b>						<b>\$67,514.82</b>	<b>\$79,490.76</b>	<b>\$147,005.58</b>

**LJA Engineering, Inc. ESTIMATED REIMBURSABLE EXPENSES**

	Estimated Quantity	Units	Unit Price	Total				
Reproduction 8.5x11 Color, Bond paper	0	Each	\$0.20	\$0.00				
Reproduction 8.5x11 BW, Bond paper	800	Each	\$0.10	\$80.00				
Reproduction 11x17 Color, Bond paper	0	Each	\$1.50	\$0.00				
Reproduction 11x17 BW, Bond paper	425	Each	\$0.15	\$63.75				
Reproduction 11x17 BW, Mylar paper	68	Each	\$2.25	\$153.00				
CD archive	1	Each	\$5.00	\$5.00				
Courier Services	5	Each	\$30.00	\$150.00				
Mileage	850	Mile	\$0.555	\$471.75				
<b>Total Direct Cost</b>				<b>\$923.50</b>				
				<b>\$4,486.98</b>				
				<b>\$5,410.48</b>				
<b>TOTAL FEES (PROFESSIONAL AND REIMBURSABLES)</b>						<b>\$68,438.32</b>	<b>\$83,977.74</b>	<b>\$152,416.06</b>

**LJA Engineering, Inc. SALARY RATES**

Summary of Classifications	Direct Labor	Overhead (1.743)	Profit (.11)	Billing Rate
Principal in charge	\$57.01	\$99.37	\$17.20	\$173.58
Project Manager	\$44.40	\$77.39	\$13.40	\$135.19
Project Engineer	\$27.29	\$47.57	\$8.23	\$83.09
Senior Designer/CAD	\$32.00	\$55.78	\$9.66	\$97.43
Surveyor RPLS	\$41.75	\$72.77	\$12.60	\$127.12
Survey Technician	\$28.25	\$49.24	\$8.52	\$86.01
Three Man Survey Crew	\$50.25	\$87.59	\$15.16	\$153.00
Admin	\$18.86	\$32.87	\$5.69	\$57.42



[Home >> Business >> Tucp >>](#)

## TUCP DBE Listing for: 'ASAKURA ROBINSON COMPANY LLC'

Last Updated: Tuesday, June 19, 2012

### ASAKURA ROBINSON COMPANY LLC

Contact: KEIJI ASAKURA

1902 WASHINGTON AVENUE, SUITE A

HOUSTON, TX 77007-6133

Phone: 713-337-5830

#### Types of Work Performed:

NAACS Work Categories (Codes):

- Landscape Architectural Services (541320)

\*Certified by: HOUSTON

Region of: HOUSTON

Annual Renewal Date: 03/31/2013

Email: [hayley@asakurarobinson.com](mailto:hayley@asakurarobinson.com)

Fax: 832-201-7198

#### District(s): STATEWIDE DISTRICTS

County: HARRIS

#### \* Certifying Agency List

- HOUSTON - City of Houston
- AUSTIN - City of Austin (Hays, Travis, Williamson, Caldwell, Bastrop County)
- CCRTA - Corpus Christi Regional Transportation Authority
- NCTRCA - North Central Texas Regional Certification Agency
- SCTRCA - South Central Texas Regional Certification Agency
- TXDOT - Texas Department of Transportation

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
08/13/2012

**PRODUCER**  
Perricone Insurance Agency, Inc  
6750 West Loop South  
Suite 1080  
Bellaire TX 77401

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Asakura Robinson Company, LLC  
1902 Washington Avenue, Suite A  
Houston TX 77007

INSURER A: United Fire & Casualty Company  
INSURER B: Texas Mutual Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	85317439	06/29/2012	06/29/2013	EACH OCCURRENCE \$ 100000 FIRE DAMAGE (Any one fire) \$ 10000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COMP/OP AGG \$ 200000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	85317439	06/29/2012	06/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 100000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	SBP0001239789	06/29/2012	06/29/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 100000
A A A	<b>OTHERProperty Policy</b>	85317439	06/29/2012	06/29/2013	Contents Limit & Deductible per actual policy

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Contract for Fort Bend County Intersection Q-12-022  
 Fort Bend County is added as an Additional Insured reference General Liability Policy as required by written contract

**CERTIFICATE HOLDER**  
Fort Bend County  
Travos Annex  
301 Jackson, #201  
Richmond TX 77469

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE: Robert E. Perricone

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
08/10/2012

**PRODUCER**  
Perricone Insurance Agency, Inc  
6750 West Loop South  
Suite 1080  
Bellaire TX 77401

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Asakura Robinson Company, LLC  
1902 Washington Avenue, Suite A  
Houston TX 77007

INSURER A: United Fire & Casualty Company  
INSURER B: Texas Mutual Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	85317439	06/29/2012	06/29/2013	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/POP AGG \$ 2000000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	85317439	06/29/2012	06/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	SBP0001239789	06/29/2012	06/29/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A A A	<b>OTHER</b> Property Policy	85317439	06/29/2012	06/29/2013	Contents Limit & Deductible per actual policy

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Texas Department of Transportation (TxDot) is provided Waiver of Subrogation reference Workers Compensation Policy.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER:

**CANCELLATION**

Texas Department of Transportation  
General Services Division  
125 E. 11th St.  
Austin TX 78701-2483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert Perricone



CCO-17

Form CCO-17  
(Rev. 01/12)  
Page 1 of 1

### LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION (ARCHITECTURAL, ENGINEERING AND SURVEYING CONTRACTS)

This certification is to be used by providers pursuant to 49CFR29 when any of the following occur:

- Any transaction between the provider and a subprovider (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction;
- Any procurement contract for goods or services when the estimated cost is \$25,000 or more;
- Any procurement contract for goods or services between a provider and a subprovider, regardless of the amount, under which the subprovider will have a critical influence on or substantive control over that covered transaction. Such subproviders include principal investigators and providers of federally required audit services.

A "procurement transaction" is the process of acquiring goods and services.

A "nonprocurement transaction" is the granting of financial assistance to entities to assist in meeting objectives that are mutually beneficial to the provider and subprovider.

**A copy of this certification is to be furnished to authorized representatives of the State or the U.S. Department of Transportation upon request.**

(1) Elizabeth A. Dewey, CPA , being duly sworn or under penalty of  
Name of Subprovider Representative

perjury under the laws of the United States, certifies that neither LJA Engineering, Inc.  
nor its principals are presently Name of Subprovider

- debarred, suspended, proposed for debarment
- declared ineligible
- voluntarily excluded from participating in this transaction by any federal department or agency

LJA Engineering, Inc.  
Name of Subprovider

  
Signature of Certifying Official

Chief Financial Officer  
Title of Certifying Official

08/20/12  
Date

(2) Where the Subprovider, LJA Engineering, Inc. , is unable to certify to any of  
Name of Subprovider

the above statements in this certification, this prospective subprovider shall attach a signed explanation to this certification indicating to whom the exception applies.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.



CCO-16  
**DEBARMENT CERTIFICATION**  
**ARCHITECTURAL, ENGINEERING AND SURVEYING**  
**("PROVIDER") CONTRACTS**

- (1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
  - (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Asakura Robinson Company LLC

Name of Provider

M. Robinson

Signature of Certifying Official

Principal

Title of Certifying Official

08/09/12

Date

- (2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

\* federal, state or local

**LOBBYING CERTIFICATION**  
For  
Grants, Contracts, Loans, and Interagency Cooperation Contracts

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. ROBINSON  
Signature

PRINCIPAL  
Title

ASAKURA ROBINSON CO. LLC  
Agency

8.9.12  
Date



**CHILD SUPPORT STATEMENT FOR THE  
TEXAS DEPARTMENT OF TRANSPORTATION  
FOR NEGOTIATED CONTRACTS AND GRANTS**

Under Family Code, Section 231.006, Margaret Robinson  
certifies that Asakura Robinson Company LLC  
as of 08/09/2012 is eligible to receive a grant, loan, or payment and acknowledges that  
any contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. This form must be updated whenever any party obtains a 25% ownership interest in the business entity.

Name (please print legibly, if handwritten)	Social Security Number
Keiji Asakura	572-96-5586
Margaret Robinson	438-70-4287
	000-00-0000
	000-00-0000
	000-00-0000
	000-00-0000

Family Code, Section 231.006, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Family Code, Section 231.302(d), a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Subchapters A and D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

**The Texas Department of Transportation maintains the information collected through this article. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.**

- ◆ Please send this form to Texas Department of Transportation, General Services Division (GSD).
- ◆ Contract Services Section, 125 E. 11th Street, Austin, Texas 78701-2483.