

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING AGREEMENT
KATY GASTON ROAD

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 Isani Consultants, L.P., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County proposes to improve Katy Gaston Road from Summerset Ridge to F.M. 1093, 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, 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 as described in Attachment A, Engineer’s proposal dated September 18, 2012, and as described in each executed Work Authorization, a sample of which is attached as Attachment B.
- 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 XVI, County shall pay to Engineer an amount not-to-exceed \$178,093.00 for Basic Services as described in Exhibit A, including all reimbursable expenses.
- 2.02 Engineer's reimbursable expenses associated with the Project, including but not limited to reproduction costs, plotting, document delivery, long distance photography, permits, fees, special handling or delivery, mileage and travel (if necessary) shall be reimbursed at cost upon submission of properly submitted expense records to County.
- 2.03 Progress payments for authorized work detailed in Work Authorizations 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 shall not provide any services under this Agreement until authorized by County in writing.
- 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 complete for the Schedule of Values describing the tasks performed in all applicable Work Authorizations 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 on or before December 30, 2015, or as directed by the County Engineer.

- 3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.
- 3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

SECTION IV TERMINATION

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

SECTION V INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

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

SECTION VI OWNERSHIP AND REUSE OF DOCUMENTS

- 6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.
- 6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for

no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.

- 6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.
- 6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VII PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Engineer personnel and that the 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 \$2,000,000 each claim/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.

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. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDING FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS.
- 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 nevertheless 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 under this Agreement.
- 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 in 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:

Isani Consultants, L.P.
3143 Yellowstone Blvd.
Houston, Texas 77054
Attn: Harish Jajoo, P.E.

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

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
WORK AUTHORIZATIONS

- 14.01 County will issue Work Authorizations using the form included in Attachment B to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- 14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.
- 14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- 14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.
- 14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A, Basis of Fee Calculation.
- 14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.
- 14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A, Basis of Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-

- to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.
- 14.08 County will not pay any items of cost that are not included in an executed Work Authorization.
- 14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
- 14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.
- 14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization, attached hereto as Attachment B-2. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.
- 14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Authorization, a sample of which is attached as Attachment B-2.
- 14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.
- 14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A.
- 14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.

- 14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

SECTION XV LIMITATIONS

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

SECTION XVI LIMIT OF APPROPRIATION

- 16.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum not-to-exceed \$178,093.00 including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 16.02 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 not-to-exceed \$178,093.00 for described scope of services in all executed Work Authorizations.

SECTION XVII SUCCESSORS AND ASSIGNS

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

SECTION XVIII PUBLIC CONTACT

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

SECTION XIX
MODIFICATIONS

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

SECTION XX
MISCELLANEOUS

- 20.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 20.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 20.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 20.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 20.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 20.06 Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance if this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XXI
APPENDICES

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

Attachment A	Engineer's proposal dated September 18, 2012
Attachment B-1	Sample Work Authorization
Attachment B-2	Supplemental Work Authorization

SECTION XXII
EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert

Robert E. Hebert, County Judge

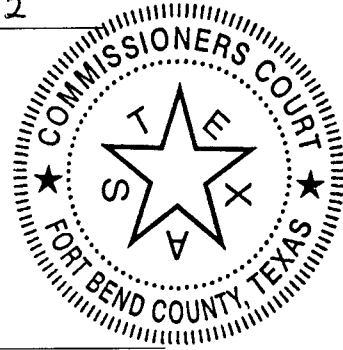
10-23-2012

Date

Attest:

Dianne Wilson

Dianne Wilson, County Clerk



Approved: COUNTY PROJECT MANAGER

Richard W. Stolleis

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

10/16/12

Date

ENGINEER: ISANI CONSULTANTS, L.P.

Harish Jajoo

Signature

10-10-12

Date

Printed Name: Harish Jajoo, P.E., CFM

Title: Principal

Attest:

Vincent M. Jamb / Managing Engineer

MER:Isani Consultants, Inc.Katy Gaston.3791-733

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$178,093.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant

Ed Sturdivant, Fort Bend County Auditor

Attachment A



*Katy-Gaston Road
Proposal No. 12PV42
September 18, 2012*

"EXHIBIT" – Scope of Services

Katy-Gaston Road

From Summerset Ridge Lane to FM 1093 (Westpark)

Fort Bend County has requested a proposal for **Abbreviated Preliminary Engineering Study and Design Phase Services** to improve the existing 3-lane and 4-lane asphalt roadway (with roadside ditches) to a 4-lane concrete curb & gutter boulevard with storm sewers, detention, outfall and all necessary appurtenances within a 100 feet ROW.

PROJECT LIMITS

1. The **Katy-Gaston Road** project will begin at the intersection of Katy-Gaston Road and Summerset Ridge Lane and end at FM 1093 (Westpark Tollway) and will be tied-in to the Edge of Pavement (EOP) of the proposed Westpark Tollway (FM 1093) project. The ROW for the project limits will be 100-feet. The road will be widened to accommodate 4 through lanes, a dedicated left turn lane and median within an 80-foot section. Existing ditches east and west of the road will be replaced with a storm sewer system.
2. The project has an existing signalized intersection at Katy-Gaston Road and FM 1093 (Westpark) which will be demolished and a new signalized intersection will be proposed further west of the existing intersection as per the new geometry of the intersection as part of Westpark Tollway project.

ROADWAY ALIGNMENT

The Katy-Gaston Road project runs South to North and the proposed alignment includes a horizontal curve north of FM 1093 (Westpark). Right of way restrictions posed by any buildings, churches etc. will be considered for the design. Sight triangles will be developed at the intersection of Summerset Ridge Lane and Enchanted Crossing at Katy-Gaston Road.

PROJECT SCOPE

PRELIMINARY ENGINEERING PHASE

An Abbreviated Preliminary Engineering Report shall serve as a summary document that incorporates the recommendations from the supporting investigative reports,

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results from working meeting with Fort Bend County, necessary approvals and final recommendations from the Consultant's efforts. The document will serve as the framework for the design phase, having addressed the major issues that affect the roadway design and supporting infrastructure.

The Preliminary Engineering Phase shall include the preparation and approval of reports necessary to support the recommendations and design of the roadway and all appurtenances included, but not limited to, Roadway Schematics, Geotechnical Investigations (information will be used from previously performed reports), and Drainage Studies.

The Preliminary Engineering Phase shall include working meetings with Fort Bend County and other consultants/sub-consultants. During this phase Topographic Survey will be performed and the existing conditions will be evaluated including roadway geometrics, soils, traffic and environmental conditions.

All the Utility companies will be contacted and coordinated for obtaining the facility maps and record drawings present within the project limits and a contact list for the utility companies will be prepared. Roadway Schematics and Aerial Exhibits will be prepared for review.

Proposed improvements including the roadway geometry, pavement, drainage and traffic signals. Environmental Site Assessment (ESA) will be conducted if necessary during the preliminary phase in accordance with the Environmental Protection Agency's (EPA) All Appropriate Inquiry (AAI) rules found in 40 CFR Part 312 and the American Society of Testing and Materials (ASTM) E1527-05 standards. A Preliminary Construction Cost Estimate will be prepared and provided for final recommendation and will be updated as per the final design.

A Draft Preliminary Engineering Report will be submitted after initial review of the existing conditions which include, but not limited to, Survey/Right-of-Way Maps, Roadway Alignment, Geotechnical, Environmental Site Assessment, Drainage Report, and Utility Conflicts. Consultant shall provide preliminary schematics and exhibits to support discussions to solicit input from Fort Bend County on decision items.

Exhibits/Attachments shall include:

- Schematic Layout of Roadway and Detention

- Provide a plan view layout with sufficient detail to insure that the final design can be constructed without any major issues.
- Cost Estimates
 - Provide a preliminary construction cost estimate for the final recommendation provided in the Abbreviated Preliminary Engineering Report.
- Utility Tables
 - The consultant shall coordinate with utility companies that have existing facilities in or adjacent to project limits. The coordination shall include:
 - Identify all existing utilities within the existing and proposed rights-of-way. Provide list of existing utilities with owner and contact information. Meet with the utility companies and provide information and schematics as necessary.
 - Identify major utilities that will potentially require relocation. Major utilities are defined pipelines, concrete encased conduits, or other utilities of this nature. Overhead power lines at some locations needs to be relocated and will be coordinated with the concerned utility company during the design phase.
 - Identify any utilities that are within dedicated easements that will be within the proposed right-of-way.
 - Provide a table with each utility identified along with the contact information.
 - Provide a table of the existing utilities. The table shall include ID number for the potential conflicts, stations at the left right-of-way, the centerline, and right-of-way, the owner of the utility, contact name, address, phone number, and email address, any notes such as it may be in possible conflict.
- Sight Distance
 - The consultant shall investigate sight distance restrictions and general operating conditions of all existing and proposed intersections along Katy-Gaston Road within the project limits.

SURVEYING:

Weisser Engineering Company, Inc. will perform the additional services for Surveying.

- Topographic Survey
 - Topographic Survey will be performed and cross sections will be taken at 100-foot intervals each side of the centerline of Katy-Gaston Road. Locate any visible utilities, improvements, or above ground structures along the road. Provide project baseline and survey control maps.
- Existing ROW Maps
 - Prepare Right of Way Maps of the existing ROW. Existing ROW maps shall be signed and sealed by Registered Professional Land Surveyor.
- Proposed ROW Maps with Metes & Bounds Descriptions of Parcels to be Acquired
 - Once the existing ROW Maps have been completed and the need for parcels identified (if any), prepare right-of-way maps with associated metes and bounds.
 - Prepare exhibits which include the ROW and parcel lines, proposed layout of paving, features on private property that affect the sight distance, square footage of takings that would be required.

GEOTECHNICAL:

The Geotechnical Engineering Study Report (Proposed New Katy-Gaston Road Improvement from FM 1093 to Cinco Ranch Boulevard) performed by QC Laboratories, Inc. in December 2008 will be utilized for obtaining the borehole information on borings from B1 thru B8 which are located within the Katy-Gaston project limits.

Apart from this, the Draft Report for Geotechnical Investigation (Westpark Toll Road Extension) performed by HTS, Inc. Consultants in April 2012 will be utilized for obtaining the borehole information for Boring Locations No. 6, No. 8, No. 10 and No. 12 which corresponds to the Katy-Gaston project limits.

Soils stratigraphy and conditions for the proposed alignments will be evaluated from these reports.



DRAINAGE:

We will perform the following Hydraulic and Hydrologic support services during the preliminary design phase *assuming that all the drainage design calculations for the previous Katy Gaston Road Project will be furnished by Jacobs and Klotz to Isani:*

1. Review existing project and surrounding drainage area conditions:

- Review TCB/AECOM's Cinco Southwest Master drainage plan, Klotz's Westpark Tollway (FM 1093) H&H analysis and Jacobs Katy Gaston drainage analysis.
- Review existing Katy Gaston onsite and offsite drainage areas and flow calculations performed by Jacobs. Review overland flow calculations for extreme event.
- Review existing storage volume of detention pond at Westpark Tollway (FM 1093) and Katy Gaston intersection performed by Klotz.

2. Develop a preliminary hydrological and hydraulic analysis for proposed conditions:

- Perform drainage area delineations for the proposed conditions.
- Develop onsite and offsite flow calculations for proposed conditions.

3. Prepare a general write up on drainage study analysis and will be included in the Preliminary Engineering Report:

- The existing road-side ditch system along Katy-Gaston Road (System C from Jacobs analysis) flows southwest and connect to the storm sewer along Westpark Tollway (FM 1093).
- This scope and Level of Effort prepared assumes that all the existing drainage models will be furnished by Jacobs and Klotz and an additional Level of Effort will be submitted to Fort Bend County if the existing models needs to be created by Isani.

DESIGN PHASE

The Design Phase of the project shall consist of the preparation of completely approved construction documents that reflect the Abbreviated Preliminary Engineering Report.

The Design shall build upon the framework identified in the Abbreviated Preliminary Engineering Report and include roadway design, profiles, drainage system and appurtenances, details and the bid documents necessary for a complete design review. The submittal milestones for Fort Bend County shall follow Submittal milestones and Final Submittal of Construction drawings.

A Meeting will be held in order to discuss the traffic control and provide the following preliminary documents for communicating the significant construction traffic control concepts and to enable review and discussion at the meeting: phasing overview drawing (roll plots), a typical cross-section(s) for each major phase and preliminary traffic control detail plans showing the temporary transitions at the ends of the project. Also provide preliminary traffic control detail plans for intersections with existing traffic signal control and, if off-site detours are anticipated, a detour concept sketch.

The Design Submittal shall address all comments from the Preliminary Engineering phase of the project, design phase milestone submittals, and the construction review meetings. The Design Submittal shall include the submittal of the 24"x36" construction ready Plans, Specifications and Cost Estimate (PS&E).

The design phase shall also include the coordination of utilities. The coordination shall include, but not limited to:

- Meet with the utility companies and provide information and plans as necessary.
- Coordinate with Utility Companies to have any conflicts resolved.

DETAILED DESIGN PHASE

1. The Design Phase services will be performed in accordance with the DESIGN STANDARDS AND DETAILS, Fort Bend County Engineering Department, Latest Edition.
2. The Roadway design and construction of Katy-Gaston Road shall comply with requirement of Fort Bend County regulations and follow GEOMETRIC DESIGN



AND STANDARDS, Harris County and City of Houston as modified by Fort Bend County Engineering Department, Latest Edition.

3. The Layout of medians including openings shall comply with the guidelines of GEOMETRIC DESIGN GUIDELINES FOR SUBDIVISION STREET, Harris County and City of Houston as modified by Fort Bend County Engineering Department, Latest Edition.
4. The design and construction of Katy-Gaston Road drainage systems shall comply with requirement of Fort Bend County regulations and Fort Bend County Drainage District (FBCDD) DRAINAGE CRITERIA MANUAL.
5. The pavement elevation shall be set in accordance with the Fort Bend County Guidelines.
6. The pavement section shall be designed in accordance with the Guidelines. Minimum concrete pavement shall be eight (8) inches.
7. Provide coordination with Fort Bend County for any adjacent developments within the project area limits.
8. Sight distance restrictions will be investigated and Approach and Departure Site Triangles will be developed for the intersections for determining the safe passing distance and stopping sight distance for the traffic.
9. Plan and Profile sheets will be created for a scale of 1" = 40' with all the references attached and shown as per the Fort Bend County design requirements for all submittals and the Final Submittal will be a Full Size (Scale 1" = 20') set of 22"X34" Mylars. All the CAD work will follow Fort Bend County design standards.
10. Driveway width and location should match existing when feasible. Also, driveways should meet Fort Bend County Regulations of Subdivisions, Section 7 requirements. The centerline station and percent grade shall be indicated on the drawings for all driveways.
11. Median nose setbacks at intersections shall be 15 feet from the face of the curb of the intersecting street.



12. All the intersections or where the sidewalks exist shall include pedestrian ramps in accordance with the current ADA requirements
13. Traffic Control Plans and Permanent Signing and Pavement Marking Plans will be provided as per the MUTCD and Fort Bend County Engineering Department Standards.
14. As the roadway will disturb more than 1 acre of land, Storm Water Pollution Prevention Plans (SWP3) and TCEQ construction general permit applications Notice of Intent (NOI) and Notice of Termination (NOT) will be prepared as part of the SWPPP written Report and submitted.

BID PHASE AND CONSTRUCTION PHASE

The following services will be performed during the Bid Phase and Construction Phase of the project:

- **Bid Phase:** Scanning of contract documents, Printing of drawings (11"x17" and/or 22"x34") and providing Addendum(s) (if necessary).
- **Construction Phase:** Pre-Construction Meetings and Progress Meetings, Review and Respond to Submittals, RFI's, RFP's and Change orders as required, Substantial and Final Completion Walk-Thru and Punch List and Record Drawings as required by Fort Bend County.

KATY-GASTON ROAD
 FROM SUMMERSHET RIDGE LANE TO FM 1090 (WESTPARK)
 ISANI CONSULTANTS, L.P. PROPOSAL - SEPTEMBER 16, 2012



Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Consulting Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Total
Contract Rate Per Hour		\$165.00	\$190.00	\$130.00	\$120.00	\$81.00	\$75.00	\$40.00		
NO. LEVEL OF EFFORT: SUMMARY	LEVEL OF EFFORT (ESTIMATED HOURS)									
A1	PRELIMINARY ENGINEERING/DESIGN	3	19	6	61	72	66	0	207	\$ 25,127.00
A2	DRAINAGE ANALYSIS	2	9	0	79	42	0	0	131	\$ 14,462.00
A3	TOPOGRAPHIC SURVEY AND ROW MAPS (BY WEBER ENGINEERING COMPANY, INC.)									\$ 21,016.00
A4	PROJECT MANAGEMENT	0	14	0	24	6	0	0	44	\$ 5,364.00
A5	OTHER EXPENSES									\$ 750.00
	TOTAL ESTIMATE FOR PRELIMINARY ENGG.									\$ 66,659.00
B	ROADWAY DESIGN	2	11	39	122	92	164	0	419	\$ 48,572.00
C	DRAINAGE DESIGN	2	6	11	39	46	84	0	190	\$ 17,568.00
D	TRAFFIC CONTROL PLANS	1	7	9	37	70	84	0	200	\$ 19,975.00
E	SIGNING AND STRIPING PLANS	0	2	4	10	16	10	0	30	\$ 4,758.00
F	STORM WATER POLLUTION PREVENTION PLANS	0	2	1	10	5	12	0	30	\$ 2,955.00
G	PROJECT MANAGEMENT	0	20	0	30	4	4	4	72	\$ 8,916.00
H	OTHER EXPENSES									\$ 2,880.00
	TOTAL ESTIMATE FOR FINAL DESIGN									\$ 96,413.00
I	BID AND CONSTRUCTION PHASE	0	0	0	0	0	0	0	0	\$ 15,000.00
	TOTAL ESTIMATE FOR BID AND CONSTRUCTION PHASE									\$ 15,000.00
	TOTAL ESTIMATE		10	99	97	604	380	40	1347	\$ 176,095.00
1	Key Maps, Vicinity Maps and Other Maps				2		6		10	\$ 1,650.00
2	General Notes		1		2	4			7	\$ 714.00
3	Evaluate Existing Conditions (Geometric/Soils/Traffic and Environmental)		2		8	8			18	\$ 1,980.00
4	Requesting Facility Maps and Record Drawings from the relevant companies/organizations		2		8	8			18	\$ 1,980.00

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KATY-GASTON ROAD
 FROM SUMMERSET EDGE LANE TO FM 2608 (WESTPARK)
 ISANI CONSULTANTS, L.P. PROPOSAL - SEPTEMBER 10, 2013



Employee Classification	No. of Staff	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Total
Contract Rate Per Hour		\$165.00	\$190.00	\$150.00	\$120.00	\$63.00	\$75.00	\$45.00		
NO. LEVEL OF EFFORT: SUMMARY	LEVEL OF EFFORT (ESTIMATED HOURS)									
5 Utility Coordination and Contact List Table			1		4	6			17	\$ 1,278.00
6 Proposed Improvements (Country/Paving/Drainage and Traffic)		1	4		9	12			26	\$ 2,447.00
7 Existing Plan and Profiles (Sanotops)	12		2	8	8	12	24		56	\$ 4,632.00
8 Preliminary Engineering Report		2	4		16	9	12		43	\$ 4,389.00
9 Environmental Site Assessment Report (if required)										\$ 3,000.00
10 Preliminary Construction Cost Estimate			2		6	12			18	\$ 1,732.00
SHEET/HOURS SUB-TOTALS		3	10	4	60	72	44	0	201	
TOTAL LABOR COSTS		\$495.00	\$2,970.00	\$648.00	\$9,900.00	\$11,082.00	\$7,260.00	\$0.00		\$ 25,127.00
% DISTRIBUTION OF STAFFING		1.9%	8.8%	1.9%	29.8%	35.8%	21.8%	0.0%	100.0%	
SUBTOTAL (TABLE A)										
1 Review Existing drainage analysis by Jacobs, Klotz & ACCOM					4				4	\$ 960.00
2 Review and verify drainage design, suitable/drainage areas, overland flow conditions, determine pond analysis (Existing Models will be provided by Jacobs and Klotz)			2		8	6			16	\$ 1,740.00
3 Proposed Drainage Area Determination and Run Calculations			1		10	8			19	\$ 1,998.00
4 Hydraulic Analysis (Design & Extreme Events using Hecstorm & XP3D/MM)		1	2		12	8			23	\$ 2,961.00
5 Hydraulic Analysis (Design & Extreme Events using Hecstorm & XP3D/MM)		1	2		16	12			31	\$ 3,367.00
6 Extreme Event Short Flow Analysis					6				6	\$ 960.00
7 Drainage Report - Write-Up and Exhibit (to be included in the Preliminary Engineering Report)			2		10	8			20	\$ 2,064.00
SHEET/HOURS SUB-TOTALS		2	6	8	70	42	0	0	107	
TOTAL LABOR COSTS		\$330.00	\$1,080.00	\$960.00	\$12,870.00	\$6,936.00	\$0.00	\$0.00		\$ 24,642.00
% DISTRIBUTION OF STAFFING		1.3%	4.4%	3.8%	22.9%	28.2%	0.0%	0.0%	122.4%	
SUBTOTAL (TABLE A)										

KATY-GASTON ROAD
FROM SUMMERSET RIDGE LANE TO FM 190 (WESTPARK)
ISANI CONSULTANTS, L.P. PROPOSAL - SEPTEMBER 04, 2012



Employee Classification	No. of Weeks	Principal	Project Manager	QA/QC Engineer	Project Engineer	Consultant Engineer	CAD Technician	Admin	Total Labor Hrs @ Costs	Total
Contract Rate Per Hour		\$365.00	\$170.00	\$130.00	\$120.00	\$60.00	\$75.00	\$40.00		
NO. LEVEL OF EFFORT: SUMMARY		LEVEL OF EFFORT (ESTIMATED HOURS)								
1	Topographic Survey (by Western Engineering Company) Inc.?									\$ 1,040.00
2	Notes & Records for B/CMA Acquisition (Optional)									\$ 6,000.00
3	Coordination with Surveyor		4		4			2	10	\$ 1,170.00
WEEKLY HOURS SUB-TOTALS		0	4	0	4	0	0	2	10	
TOTAL LABOR COSTS		\$0.00	\$680.00	\$0.00	\$480.00	\$0.00	\$0.00	\$280.00		\$ 1,440.00
% DISTRIBUTION OF STAFFING		0.00%	47.22%	0.00%	33.33%	0.00%	0.00%	19.44%	100.00%	
SUBTOTAL (TASK A3)										
1	Site/Field Visit		6		12	6			24	\$ 2,820.00
2	Project Management and Meetings		0		8		8		16	\$ 2,560.00
WEEKLY HOURS SUB-TOTALS		0	6	0	10	6	8	0	30	
TOTAL LABOR COSTS		\$0.00	\$2,160.00	\$0.00	\$1,200.00	\$480.00	\$1,120.00	\$0.00		\$ 4,960.00
% DISTRIBUTION OF STAFFING		0.00%	36.00%	0.00%	24.00%	12.00%	22.67%	0.00%	100.00%	
SUBTOTAL (TASK A3)										
1	Printing/Plotting/Copying									\$ 500.00
2	Mileage/Outage/Concessions									\$ 250.00
SUBTOTAL (TASK A4)										
TOTAL HOURS		3	30	6	42	76	32	2	257	
TOTAL ESTIMATE FOR PRELIMINARY ENGR.		\$0.00	\$2,840.00	\$0.00	\$1,680.00	\$6,360.00	\$3,920.00	\$0.00		\$ 11,800.00
1	Post Bond County Design Criteria				4				4	\$ 1,460.00
2	General Notes, Project Layouts and Planning overview		1		9		12		21	\$ 3,015.00
3	Horizontal and Vertical Design/Alignments (Roadway)		2	4	12	12	24		54	\$ 6,112.00
4	Stationing and Proposed Typical Sections	3	1	2	4		16		23	\$ 2,120.00
5	Division Plans	1	1	2	4	8	12		27	\$ 2,475.00
6	Roadway Schematics		1		9	9	12		29	\$ 2,665.00
7	Site Triangles	2			9				11	\$ 960.00
8	Intersection Details/Layouts	5		4	12	12	16		44	\$ 4,212.00
9	Typical Street/Driveway Connection Details	2			4		9		12	\$ 1,080.00

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KATY-GASTON ROAD
FROM SUMMERSET RIDGE LANE TO FM 1093 (WESTPARK)
MAN CONSULTANTS, L.P. PROPOSAL - SEPTEMBER 18, 2012



Employer Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Consulting Engineer	CAD Technician	Admin	Total Labor Hrs & Cost	Total
Contract Rate Per Hour		\$165.00	\$150.00	\$150.00	\$120.00	\$90.00	\$75.00	\$48.00		
NO. LEVEL OF EFFORT SUMMARY		LEVEL OF EFFORT ESTIMATED HOURS								
10	roadway Plan and Profile Sheets	12	1	2	8	24	30	48	118	\$ 11,737.00
11	Cross Sections	32	1	2	8	24	12	12	99	\$ 6,417.00
12	Earthwork Calculations	1		1		4	8		13	\$ 954.00
13	Construction Cost Estimate					4	8		12	\$ 900.00
14	Standard Details/Drawings	6				2	4		6	\$ 460.00
SHEETS/HOURS SUB TOTALS		61	2	11	28	122	92	164	411	
TOTAL LABOR COSTS			\$130.00	\$1,650.00	\$4,200.00	\$14,400.00	\$7,452.00	\$12,300.00	\$0.00	\$ 41,302.00
% DISTRIBUTION OF STAFFING			0.6%	2.4%	6.6%	29.2%	21.9%	30.3%	0.0%	100.0%
SUBTOTAL TASK B)										
1 DRAINAGE DESIGN SHEETS										
2	Drainage Area Maps	2		1	1	9		24	36	\$ 3,888.00
3	Hydraulic Data Sheets	2				9	12	12	35	\$ 2,832.00
4	Horizontal and Vertical Design Alignments (Stations)		2	2	4	9	8	8	33	\$ 3,636.00
5	Drainage Plan and Profile Sheets	12		2	4	9	16	24	65	\$ 4,950.00
6	Drainage System Layouts	2		1	2	4	8	12	27	\$ 2,676.00
7	Standard Details/Drawings	3				2		4	9	\$ 680.00
8	Construction Cost Estimate					1	4		5	\$ 440.00
SHEETS SUB TOTALS		21	2	4	11	38	48	64	191	
TOTAL LABOR COSTS			\$330.00	\$960.00	\$1,620.00	\$4,488.00	\$5,880.00	\$6,300.00	\$0.00	\$ 17,578.00
% DISTRIBUTION OF STAFFING			1.6%	3.1%	5.7%	20.5%	25.2%	44.2%	0.0%	100.0%
SUBTOTAL TASK C)										
1 General Notes and Index										
2	Project Approach Signing	1		1		2	2	4	9	\$ 802.00
3	Planning Overlays	1		1		2	2	4	9	\$ 802.00
4	Typical Details Sheets	5		1		4	8	8	26	\$ 1,876.00
5	TCF for Temporary Pavement Construction	2			1	1	2	4	10	\$ 732.00
6	TCF Phase I Stage 1 & 2 (From FM 1093 to 507 Pl. North-NB)	2		1	1	4	8	12	28	\$ 2,328.00
7	TCF Phase II Stage 1 (From FM 1093 to 507 Pl. North-NB)	2		1	1	4	8	8	22	\$ 2,028.00

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KATY-GASTON ROAD
 FROM SUMMERSET BRIDGE LANE TO FM 1093 (WESTPARK)
 ISANI CONSULTANTS, L.P. PROPOSAL - SEPTEMBER 08, 2012



Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Consulting Engineer	CAD Technician	Admin.	Total Labor Hrs & Costs	Total	
Contract Rate Per Hour		\$165.00	\$170.00	\$120.00	\$120.00	\$81.00	\$75.00	\$60.00			
NO. LEVEL OF EFFORT: SUMMARY		LEVEL OF EFFORT (ESTIMATED HOURS)									
8	TCP Phase II Stage 2 (From FM 1093 to 500 Ft. North-SB)	2			1	4	8	8		21	\$ 1,674.00
9	TCP Phase III Stages 1 & 2 (From 500 Ft. NB to Summercrest)	5	1	1	2	4	8	8		24	\$ 2,343.00
10	TCP Phase III Stages 1 & 2 (From 500 Ft. SB to Summercrest)	5		1	2	4	8	8		23	\$ 2,178.00
11	TCP Phase IV (Traffic Shifting/Decurr. Plans)	2			1	2	4	8		17	\$ 1,314.00
12	TCP Typical Sections	2				2	4	8		14	\$ 1,164.00
13	TCP Construction Cost Estimate					2	4			6	\$ 564.00
14	Standard Details/Drawings	2				1	2			3	\$ 202.00
WORKHOURS SUB-TOTALS		20	1	2	6	27	26	24	8	204	
TOTAL LABOR COSTS			\$165.00	\$1,700.00	\$1,200.00	\$1,680.00	\$1,670.00	\$1,320.00	\$60.00		\$ 8,975.00
% DISTRIBUTION OF STAFFING:			0.49%	3.57%	4.33%	17.59%	23.67%	25.39%	0.88%	100.00%	
SUBTOTAL TASK D:											
1	Signing and Striping Plans	3		1	4	8	12	18		43	\$ 4,632.00
2	SPM Construction Cost Estimate			1		1	2			4	\$ 432.00
3	Standard Details/Drawings	2				1	2			3	\$ 202.00
WORKHOURS SUB-TOTALS		5	0	2	4	11	14	18	0	50	
TOTAL LABOR COSTS			\$0.00	\$340.00	\$480.00	\$1,200.00	\$1,260.00	\$1,380.00	\$0.00		\$ 4,260.00
% DISTRIBUTION OF STAFFING:			0.00%	4.00%	4.00%	20.00%	23.00%	26.00%	0.00%	100.00%	
SUBTOTAL TASK E:											
1	Storm Water Pollution Prevention Plans	3		1	1	2	4	6		14	\$ 1,314.00
2	SWPPP Construction Cost Estimate						1			1	\$ 81.00
3	SWPPP Written Report			1		0		4		5	\$ 405.00
4	Standard Details/Drawings	1						2		2	\$ 150.00
WORKHOURS SUB-TOTALS		4	0	2	1	2	5	12	0	21	
TOTAL LABOR COSTS			\$0.00	\$340.00	\$120.00	\$1,200.00	\$405.00	\$900.00	\$0.00		\$ 2,965.00
% DISTRIBUTION OF STAFFING:			0.00%	6.67%	3.33%	33.33%	16.67%	40.00%	0.00%	100.00%	
SUBTOTAL TASK F:											

09/10/2012

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KATY-GASTON ROAD
FROM SUMMERSET BRIDGE LANE TO FM 1000 (WESTPARK)
ISANI CONSULTANTS, L.P. PROPOSAL - SEPTEMBER 16, 2012



Employee Classification	No. of Hours	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Total
Contract Rate Per Hour		\$141.01	\$130.00	\$120.00	\$120.00	\$61.00	\$75.00	\$40.00		
NO. LEVEL OF EFFORT SUMMARY		LEVEL OF EFFORT (ESTIMATED HOURS)								
1 Field Visit			4		4				8	\$ 1,088.00
2 Co-ordination and Meetings with Centropoint Energy			4		4				8	\$ 1,088.00
3 Co-ordination and Meetings with Gas Pipeline			4		4				8	\$ 1,088.00
4 Co-ordination and Meetings with AT & T, Comcast, MRD's and Other Private Utilities			4		4				8	\$ 1,088.00
5 Co-ordination with Other Consultants (Westpark Project)			4		4				8	\$ 1,088.00
6 Project Management and Meetings			0		0				0	\$ 0.00
7 Milestones (Submittals and Final)			7		7	4	4	4	16	\$ 2,160.00
HOURS SUB-TOTALS			20		20	4	4	4	72	
TOTAL LABOR COSTS			\$2,820.00		\$2,400.00	\$244.00	\$300.00	\$160.00		\$ 5,924.00
% DISTRIBUTION OF STAFFING:			27.78%		33.33%	5.56%	5.56%	5.56%	100.00%	
SUBTOTAL TASK G										
1 Printing/Printing/Copying (Including Mylar)										\$ 1,000.00
2 Mileage/Travel/Car/Other										\$ 500.00
SUBTOTAL TASK H										
TOTAL NO. OF SHEETS			120							
TOTAL HOURS			72	57	24	281	378	4		
TOTAL ESTIMATE FOR FINAL DESIGN			\$4,200.00	\$7,560.00	\$3,120.00	\$19,524.00	\$2,800.00	\$160.00		\$ 36,264.00
TOTAL ESTIMATE FOR CONSTRUCTION PHASE										\$ 15,000.00
TOTAL ESTIMATE FOR PRELIMINARY DESIGN, FINAL DESIGN AND CONSTRUCTION PHASE SERVICES										\$ 51,264.00



KATY-GASTON ROAD
FROM SUMMERSET RIDGE LANE TO WESTPARK TOLLWAY (FM 1093)
PRELIMINARY CONSTRUCTION COST ESTIMATE

Item No.	Item	Unit	Unit	Unit Price (this column)	Total in figures
	Description	Measure			
GENERAL PROJECT ITEMS					
GEN.01	Traffic Control & Regulation	LS	1	\$30,000.00	\$30,000
GEN.02	Temporary Asphalt Paving, including base and surfacing (6" and 3")	SY	460	\$50.00	\$23,000
GEN.03	Remove and Relocate (New) Traffic Signs, Roadway Signs and Business Signs	EA	10	\$250.00	\$2,500
GEN.04	Filter Fabric Fence	LF	1200	\$2.00	\$2,400
GEN.05	Hydromulch Seeding	AC	3	\$2,000.00	\$6,000
GEN.06	Clearing and Grubbing	AC	6	\$2,000.00	\$12,000
TOTAL GENERAL UNIT PRICES					\$75,900
ROADWAY ITEMS					
RD.01	Remove Existing Pavement and Structures Existing Concrete Pavement, all thicknesses	SY	820	\$5.00	\$4,100
RD.02	Remove and dispose of concrete sidewalks and driveways, all thicknesses	SY	200	\$4.00	\$800
RD.03	Remove and Dispose of Existing Asphaltic Surface and base material, all thicknesses	SY	8,400	\$3.50	\$29,400
RD.04	Roadway Excavation	CY	9,600	\$5.50	\$52,800
RD.05	Roadway Embankment	CY	900	\$3.50	\$3,150
RD.06	Lime for Stabilization (6%)	TON	140	\$110.00	\$15,400
RD.07	Lime Stabilized Subgrade, 6-inch thick	SY	12,400	\$3.00	\$37,200
RD.08	8-inch reinforced concrete pavement	SY	15,400	\$40.00	\$616,000
RD.09	6-inch Concrete Curb (Monolithic)	LF	9,400	\$3.00	\$28,200
RD.10	Street Pavement Expansion Joint with Load Transfer	LF	1,200	\$7.00	\$8,400
RD.11	Horizontal Dowel, 24 Inch	EA	600	\$12.00	\$7,200
RD.12	6-inch concrete driveway, including excavation	SF	800	\$5.00	\$4,000
RD.13	Type II-C-R raised pavement markers	EA	220	\$5.00	\$1,100
RD.14	4", White, Broken, Thermoplastic Pavement Markings	LF	3,200	\$1.00	\$3,200
RD.15	4", Yellow & White, Solid, Thermoplastic Pavement Markings	LF	1,200	\$1.00	\$1,200
RD.16	8", White, Solid, Thermoplastic Pavement Markings	LF	300	\$2.00	\$600
RD.17	12", White, Solid, Thermoplastic Pavement Markings	LF	1,100	\$3.00	\$3,300
RD.18	24", Yellow & White, Solid, Thermoplastic Pavement Markings	LF	210	\$6.00	\$1,260
RD.19	ARROW, White, Thermoplastic Pavement Markings	EA	8	\$100.00	\$800
RD.20	"ONLY", White, Thermoplastic Pavement Markings	EA	8	\$100.00	\$800
RD.21	Reflectorized paint on 6-inch curb, white or yellow	LF	200	\$2.00	\$400
RD.22	Aluminium Signs, Ground Mounted - Furnish and Install	EA	12	\$250.00	\$3,000
RD.23	Concrete wheelchair ramps, including headers, dowels, expansion joint, and staining	SF	400	\$10.00	\$4,000
TOTAL ROADWAY UNIT PRICES					\$826,510

9/7/2012

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**KATY-GASTON ROAD
FROM SUMMERSET RIDGE LANE TO WESTPARK TOLLWAY (FM 1093)
PRELIMINARY CONSTRUCTION COST ESTIMATE**

Item No.	Item	Unit	Unit	Unit Price (this column)	Total in figures
	Description	Measure			
STORM WATER ITEMS					
SW.01	Type M manhole for 36-inch diameter	EA	1	\$2,200.00	\$2,200
SW.02	Type M manhole for 30-inch and smaller diameter sewers	EA	2	\$2,000.00	\$4,000
SW.03	36-inch and smaller diameter storm sewer by open cut	LF	600	\$ 100.00	\$60,000
SW.04	30-inch and smaller diameter storm sewer by open cut	LF	1,200	\$ 90.00	\$108,000
SW.05	24-inch diameter storm sewer by open cut	LF	300	\$ 60.00	\$18,000
SW.06	Type H-2 inlet	EA	6	\$ 2,100.00	\$12,600
SW.07	Type A inlet	EA	2	\$ 2,000.00	\$4,000
TOTAL STORM WATER UNIT PRICES					\$206,800
EW.01	Extra Sew-cut, Concrete Pavement	LF	400	\$6.00	\$2,400
EW.02	Extra Seeding	SY	100	\$5.00	\$500
EW.03	Borrow, As Directed by the Engineer	CY	1,000	\$9.00	\$9,000
EW.04	Construction Safety Fencing - As Directed by the Engineer	LF	500	\$2.00	\$1,000
EW.05	Extra Allowance	LS	1	\$10,000.00	\$10,000
TOTAL EXTRA WORK ITEMS UNIT PRICES					\$22,900
TOTAL ESTIMATE					\$1,133,910
15% contingency					\$170,087
GRAND TOTAL ESTIMATE					\$1,303,997

ATTACHMENT B-1

WORK AUTHORIZATION NO. _____
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is \$ _____. This amount is based upon fees set forth in Attachment A-1, Scope of Work and Basic Fee Calculations for Traffic Signal Design, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

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

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

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

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

THE ENGINEER

FORT BEND COUNTY, TEXAS

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

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

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and Gunda Corporation, LLC (the Engineer),

The following terms and conditions of Work Authorization No, _____ are hereby amended as follows:

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

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

THE ENGINEER

FORT BEND COUNTY, TEXAS

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)