

STATE OF TEXAS

COUNTY OF FORT BEND

www

KNOW ALL MEN BY THESE PRESENTS:

**AGREEMENT FOR PROFESSIONAL ENGINEERING & SURVEYING SERVICES**  
**CANE ISLAND PARKWAY- Mobility Project X12**

THIS AGREEMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County"), and EDMINSTER HINSHAW RUSS & ASSOCIATES, INC., dba EHRA, hereinafter referred to as "Engineer," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Engineer provide a professional engineering and surveying services for the proposed Cane Island Parkway expansion between approximately the northern bank of Willow Fork of Buffalo Bayou to FM 1463, located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and

WHEREAS, Engineer represents that it is qualified and desires to perform such services; 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.

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

## SECTION I CHARACTER AND EXTENT OF SERVICES

- 1.01 Engineer shall provide the services described in Exhibit A, proposal from Engineer dated December 6, 2012, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Engineer agrees to complete the services called for in Section 1.01 on or before December 31, 2013.

## SECTION II

### ENGINEER'S COMPENSATION

- 2.01 For and in consideration of the services rendered by the Engineer, and subject to the limit of appropriation under Section VI, County shall pay to the Engineer an amount not to exceed \$165,190.00, including travel and reimbursable expenses, if any.
- 2.02 Engineer shall submit invoices to County 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. Reimbursable expenses shall be reimbursed to Engineer at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.

### SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to the Engineer.
- 3.02 Upon receipt of such notice, the 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.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay the Engineer that proportion of the prescribed charges which 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.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications 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 IV LIABILITY INSURANCE

- 4.01 During the period of this Agreement, Engineer shall maintain, at its expense, insurance with limits no less than those prescribed below with a carrier having a rating with A.M. Best & Co of A-VII or better:
  - A. General Liability (including Contractual Liability):
    - Bodily Injury and Property Damage \$1,000,000.00
    - Aggregate \$2,000,000.00
  - B. Automobile Liability:
    - Bodily Injury and Property Damage \$1,000,000.00
    - Limit per Occurrence
  - C. Worker's Compensations Statutory + \$1,000,000.00  
Limit Employer's Liability
  - D. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 4.02 With respect to the required insurances listed in Section 4.01, Engineer shall, if allowed by law and the insurance carrier:
  - A. Name Fort Bend County as additional insured as their interests may appear, with the exception of worker's compensation insurance and professional liability insurance;
  - B. Provide County a waiver of subrogation regarding Engineer's worker's compensation insurance;
  - C. Provide County with a thirty (30) day advance written notice of cancellation or material change to said insurance; and,

- D. Provide County with Certificates of Insurance evidencing required coverages upon acceptance of this Agreement by Commissioners Court.
- 4.03 The policies specified in Section 4.01(A-C) shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
- 4.04 If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.
- 4.04 Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 4.05 Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

#### SECTION V NOTICE

- 5.01 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 the County or the Engineer at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to the Engineer:

Edward G. Gamel, PE, Vice President  
Edminster Hinshaw Russ & Associates, Inc.  
10555 Westoffice Drive  
Houston, Texas 77042

- B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Richard W. Stolleis, P.E.  
County Engineer  
1124 Blume Road  
Rosenberg, Texas 77471

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
301 Jackson  
Richmond, Texas 77469

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

SECTION VI  
LIMIT OF APPROPRIATION

- 6.01 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 contract, that County shall have available the total maximum sum of \$165,190.00, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$165,190.00.

SECTION VII  
SUCCESSORS AND ASSIGNS

- 7.01 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.
- 7.02 Neither County nor Engineer shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII  
PUBLIC CONTACT

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

SECTION IX  
COMPLIANCE AND STANDARDS

Engineer shall render the services hereunder in accordance with generally accepted standards of Engineers practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Engineer's performance.

SECTION X  
OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, reports, sketches and other documents prepared pursuant to this Agreement by the Engineer and his Engineers (deliverables).

- 10.02 No reuse fees or royalty payments will be paid to the Engineer in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, reports, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Engineer is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 10.05 The documents referenced in this Section are not intended or presented by the Engineer to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

#### SECTION XI INDEMNIFICATION

- 11.01 ENGINEER SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE ENGINEER, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, ACT, ERROR, OR OMISSION OF THE ENGINEER OR ANY OF ENGINEER'S AGENTS, SERVANTS OR EMPLOYEES.
- 11.02 ENGINEER SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE ENGINEER, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

#### SECTION XII 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 XIII MISCELLANEOUS

- 13.01 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.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

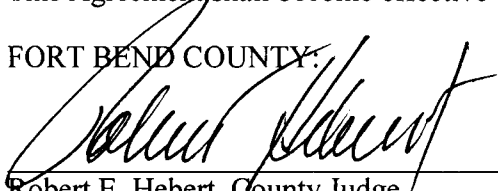
- 13.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and any Exhibit, the provisions of this Agreement shall prevail.

*EXECUTION PAGE TO FOLLOW*

SECTION XIV  
EXECUTION


This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

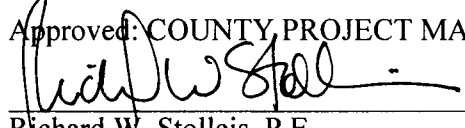
  
Robert E. Hebert, County Judge

12-18-2012  
Date

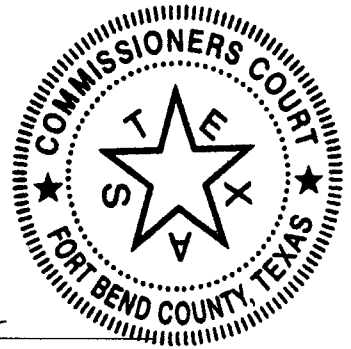
Attest:

  
Dianne Wilson, County Clerk


Approved: COUNTY PROJECT MANAGER

  
Richard W. Stolleis, P.E.  
County Engineer

12/13/12  
Date



ENGINEER: EDMINSTER HINSHAW RUSS & ASSOCIATES

  
Edward G. Gamel, P.E., Vice President

12 12 12  
Date

MER:Edminster Hinshaw.PSA.Cane Island

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$165,190.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

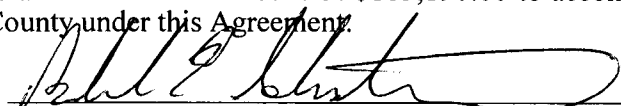
  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Engineer dated December 6, 2012

## EXHIBIT A



TBPE No. F-726

December 6, 2012

Mr. Richard Stolleis, P.E.  
Fort Bend County Engineering Department  
P.O. Box 1449  
Rosenberg, Texas 77471-1449

Re: Proposal for Professional Engineering and Survey Services  
to serve the Proposed Cane Island Parkway between  
the Northern Banks of Willow Fork Channel to FM 1463  
Fort Bend County, Texas  
EHRA Project No. 121-019-50

Dear Mr. Stolleis:

Edminster, Hinshaw, Russ and Associates, Inc. d/b/a EHRA, Inc. (Engineer) is pleased to submit this proposal for professional engineering and survey services to serve the proposed Cane Island Parkway between the northern banks of Willow Fork Channel to Farm to Market Road 1463 (FM 1463). Engineer will provide the following Scope of Services to Fort Bend County on an hourly basis not to exceed \$165,190.00, including reimbursables, in accordance with the attached Man Hour Projections and Fee Estimate table attached at the end of the Scope of Services.

### SCOPE OF SERVICES

#### Survey Services

EHRA, Inc. will provide professional surveying services to research the current ownership of land along the preferred proposed route and locate critical features that will have an impact on deciding the final location of the proposed route. All work will be performed under the supervision of a Registered Professional Land Surveyor licensed to practice in the State of Texas. For each of these types of surveys, EHRA will perform the following general scope of services:

##### 1. Deed Ownership Map

Review abstracting deeds of ownership (to be provided by others) for approximately twenty (20) tracts of land and calculate the deed calls for each tract of land in order to prepare a property ownership map subject to possible acquisition of land for road right-of-way for the preferred alignment. Prepare a base ownership map for field recovery of property corners.

##### 2. Control

Perform field surveying to set "permanent" iron rod control monuments throughout the project limits at the beginning, the end and at approximately 500-foot intervals sufficient for

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EXHIBIT A - 1/9



conventional total station data collection surveying. Set additional control points in areas requiring 100-foot station control to shoot cross-sections into heavily wooded sections of the project. The control shall be oriented to the Texas State Plane Coordinate System, NAD of 1983, South Central Zone 4204, and scaled to the surface using the appropriate scale factor. Elevations will be established on all control monuments based on the current datum for the 100-year flood plain (TSARP), NAVD 1988, 2001 adjustment datum. Additional temporary benchmarks shall be set at approximately 1,000-foot intervals throughout the project limits.

3. Limited Boundary

Perform field surveying necessary to recover and tie property corners that are accessible along public roadways and/or public rights-of-ways for the subject tracts north of the Willow Fork of Buffalo Bayou and at the existing intersection of the right-of-ways of Willow Bend at FM 1463 at the south end of the project sufficient to be able to plot the ownership deeds for the approximate twenty (20) tracts of land subject to possible acquisition of land for road right-of-way, including the existing intersection of Willow Bend at FM 1463 at the south end of the project and the right-of-way of FM 1463.

4. Topographic Survey - Roadway

Notify DIGTESS and request underground utility companies to mark the locations of private utility lines within the project limits. Perform field surveying along proposed alignment of Cane Island Parkway beginning approximately 400-feet north of Willow Fork and extending south approximately 2,700 linear feet to the intersection of Willow Bend at FM 1463. Extend field surveying along FM 1463 for approximately 1,000-feet south of Willow Bend and approximately 800-feet east of Willow Bend and along Willow Bend for approximately 500-feet north of FM 1463. This is approximately 5,000 linear feet of roadway mapping. The field surveying shall include locating features (natural and man-made) including existing roadway features, driveways, culverts, buildings, visible utilities and marked utilities, fences, structures, signs and other major visible improvements within the right-of-way and 20-feet beyond the proposed right-of-way. Outline heavily wooded areas. Obtain elevations across the project limits at 100-foot intervals. Clear lines of sight through wooded areas where needed to obtain elevations. Obtain elevations of manhole covers, valve covers, valve operating nuts (where accessible) and elevations of underground utility pipes where accessible (manholes, inlets and culvert pipes).

5. Topographic Survey - Willow Fork

Perform field surveying to locate existing features (natural and man-made) at the preferred crossing of Willow Fork of Buffalo Bayou from approximately 600-feet upstream of the proposed Cane Island Parkway crossing to approximately 600-feet downstream of the proposed crossing, for a total of 1,200 linear feet. Locate angle points of the existing channel and shoot elevations across the channel at approximately 100-foot cross-section intervals.

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6. Pipeline Corridor Coordination

Contact the owners of approximately ten (10) pipelines extending south of Willow Fork across the preferred route for the extension of Cane Island Parkway to request owners locate and provide depths of their pipelines. Perform field surveying to locate the pipelines based on the probed locations and depths for one alignment crossing.

7. Data Processing/Base Map

Process all field and record data and incorporate into an existing condition ownership base map and topographic maps. The map shall be prepared in AutoCad sufficient for engineering review.

This survey does not include any work related to any environmental conditions related to jurisdictional waters of the nation or any defined wetlands areas.

Preliminary Engineering Services

1. Hydraulic Impact Analysis

Engineer will perform a hydraulic impact analysis of the Willow Fork channel to show that the proposed bridge crossing for future Cane Island Parkway will not impact the existing flood hazard conditions within the channel. The proposed bridge will require channel improvements within Willow Fork at the bridge location to mitigate the conveyance impacts due to the crossing. The extent of channel improvements will be determined with this analysis.

Engineer will meet with Fort Bend County Drainage District (FBCDD) to discuss the proposed project and modeling concepts for the analysis. Engineer will obtain the effective Federal Emergency Management Agency (FEMA) hydraulic model for Willow Fork to incorporate the proposed Cane Island Parkway bridge into the model, as well as the proposed channel improvements necessary to mitigate any adverse impacts. Engineer will perform Digital Terrain Modeling (DTM) to incorporate topographic survey data collected for this analysis into the Fort Bend County topographic LiDAR data. The DTM will be used to create new stream cross sections with HEC-GeoRAS computer software, which will represent the stream and overbank conditions upstream and downstream of the proposed bridge location in the hydraulic models. Engineer will modify the effective hydraulic model by incorporating new stream cross sections into revised existing and proposed conditions hydraulic models. As noted above, the proposed conditions hydraulic model will include the proposed Cane Island Parkway bridge design and channel improvements to show that the bridge crossing will not cause any adverse impacts to the existing flood hazard conditions within the Willow Fork channel.

Engineer will also perform a floodway analysis to model the impacts to the effective floodway resulting from the proposed bridge. The intent of the analysis is to show that there will be no widening to the effective floodway upstream or downstream of the proposed bridge.

2. Channel Impact Analysis Report

Engineer will prepare a report documenting the hydraulic impact analysis, which will be submitted to FBCDD for review. The report will include all necessary exhibits and models required for the review.

3. Low Impact Development/Detention Impact Analysis

Engineer will perform a detention impact analysis for the preferred Cane Island Parkway alignment based on a conventional detention system design. The analysis will consist of hydrologic calculations for the existing and proposed conditions storm water runoff from the project roadway, as well as any offsite sheet flow. Engineer will also perform a dynamic hydraulic analysis using Interconnected Channel and Pond Routing (ICPR) software or Storm Water Management Model (SWMM) software to model and size the proposed detention system and outfall accordingly based on the FBCDD Drainage Criteria Manual. The analysis will show that the proposed detention system will mitigate the increased storm water runoff from the roadway, resulting in no adverse impacts to the existing flood hazard conditions. Engineer will provide recommendations on location of detention to serve the project. Location options will be presented in exhibit format showing location, benefits and constructability issues.

Engineer will prepare a report for the detention study to document the analysis and results, which will include necessary exhibits and appendices. The report will be submitted to FBCDD for review, and Engineer will correspond with FBCDD through the review process as needed.

4. Preliminary Bridge Design

Engineer will use the results of the Channel Impact Analysis and discussions with Fort Bend County to prepare a conceptual design of the bridge over Willow Fork. This design will be utilized for exhibit purposes and detailed construction cost estimate for the bridge.

5. Preliminary Engineering Alignments

Engineer will prepare exhibits that detail a proposed alignment for Cane Island Parkway. Engineer will prepare detailed one-line utility designs and prepare preliminary construction cost estimates for the alignment superimposed over the land ownership map. Engineer will investigate phasing options for the boulevard and prepare costs for such phasing.

Engineer will provide a conceptual design analysis of costs and land requirements for a LID option. The conceptual analysis will be compared to the conventional storm drainage and detention facilities design to ensure the client is provided the most effective and cost efficient design.

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Engineer will meet with TxDOT to determine the impacts that any improvements may have on the existing TxDOT facilities and determine what must be undertaken to gain TxDOT approval. Engineer will work with Fort Bend County to determine the necessary right-of-way widths and final configuration of the two alignments.

6. Preliminary Engineering Intersections

Engineer will prepare exhibits that detail a traditional "tee" intersection as well as a "round-about" configuration of the proposed intersections at Farm to Market Road 1463. Exhibits will identify the necessary right-of-way for each intersection configuration and will prepare a detailed cost estimate for each intersection configuration.

7. Preliminary Engineering Report/Plans

Engineer will compile all information and exhibits into a Preliminary Engineering Report, including a written summary. Report exhibits and plans will include preliminary design of Cane Island Parkway, which will include detailed horizontal design of the roadway, utilities, channel improvements and detention/LID options and will also include preliminary design of the channel and pipeline crossings.

8. Conditional Letter of Map Revision (CLOMR) – (if required)

After the FBCDD review process, Engineer will prepare a Conditional Letter of Map Revision (CLOMR) to submit to FEMA for the bridge and channel improvements proposed within Willow Fork. It should be noted that a CLOMR is not required by FEMA for the proposed bridge crossing, since a CLOMR will not physically change the effective Flood Insurance Rate Maps or hydraulic modeling; however, it is the local community Floodplain Administrator's decision as to whether or not a CLOMR will be required. As part of the CLOMR, FEMA requires additional hydraulic models to be submitted with the analysis, which include a Duplicate Effective hydraulic model, and a Corrected Effective hydraulic model. These two required models are in addition to the Revised Existing hydraulic model and Proposed Conditions hydraulic model, which will have been prepared with the hydraulic impact analysis for Willow Fork described above.

The CLOMR will also require the preparation of Topographic Work Maps and Annotated Floodplain Maps, which will be created based on the existing and proposed conditions hydraulic models to show the comparison of the Effective 100-year floodplain, 500-year floodplain and floodway in each condition. Engineer will also complete the MT-2 Application required by FEMA for all CLOMR submittals.

The CLOMR will require acknowledgment from the local community Floodplain Administrator and then be submitted to FEMA to initiate the final review process. Engineer will coordinate with FEMA through the review process to address all questions and comments and make any requested revisions in order to obtain CLOMR approval.

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Mr. Richard Stolleis, P.E.  
December 6, 2012  
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It should be noted that FEMA will not review the CLOMR application until it receives certification of compliance with the Endangered Species Act, which will be Owner's responsibility to provide Engineer with the required certified documents to submit with the CLOMR.

#### COMPENSATION

Compensation for the Basic Services will be on an hourly basis not to exceed \$165,190.00, including reimbursables, in accordance with the attached Hourly Rate and Reimbursement Schedule. Any work not specified above that may arise will be considered Additional Services and as such, Engineer will not proceed with any Additional Services without prior written authorization by Owner.

#### Reimbursable Expenses

Direct charges such as plotting fees, plan approval fees, deliveries, reprographics, travel, etc. will be reimbursed at cost plus 10%.

Certain items require that sales tax be charged. These items will be charged at the current sales tax rate and are in addition to the labor listed above.

#### HOURLY RATE AND REIMBURSEMENT SCHEDULE (SEE ATTACHED)

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Mr. Richard Stolleis, P.E.  
December 6, 2012  
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We thank you for the opportunity to provide professional engineering and surveying services and we look forward to working with you on this project.

**EDMINSTER, HINSHAW, RUSS  
& ASSOCIATES, INC. d/b/a EHRA**

By: 

Justin R. Ring, P.E.  
Associate Principal

Date: 12/6/12

By: 

Edward G. Gamel, P.E.  
Vice President

Date: 12-6-12

JRR/lm

Attachments: Man Hour Projections and Fee Estimate  
Hourly Rate and Reimbursement Schedule  
Electronic File Transfer Agreement

cc: Jim Russ - Firm  
Truman C. Edminster, P.E. - Firm  
Vally Swann, C.P.A. - Firm  
A. Hasan Syed, P.E. - Firm  
Donald R. Mueller, R.P.L.S. - Firm

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Cane Island Parkway - Preliminary Engineering Investigation									
Man Hour Projections and Fee Estimate									
	Equipment Manager	Sr. Project Manager	Project Manager	Project Engineer	Survey	Employed Manager	Employed Technician	Survey Technician	Survey Crew
	Man	Man	Man	Man	Man	Man	Man	Man	Man
	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour
	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Preliminary Survey									
1. Detail Construction Map	100	100	100	100	100	100	100	100	100
2. Control	100	100	100	100	100	100	100	100	100
3. Detail Boundary	100	100	100	100	100	100	100	100	100
4. Topographic Survey - Boundary	100	100	100	100	100	100	100	100	100
5. Topographic Survey - Wetland	100	100	100	100	100	100	100	100	100
6. Wetland Classification	100	100	100	100	100	100	100	100	100
7. Data Processing	100	100	100	100	100	100	100	100	100
Total Preliminary Survey	700	700	700	700	700	700	700	700	700
Preliminary Engineering									
1. Hydraulic Impact Analysis/Construction	100	100	100	100	100	100	100	100	100
2. Channel Analysis Report	100	100	100	100	100	100	100	100	100
3. Eutrophication Impact Analysis/Design	100	100	100	100	100	100	100	100	100
4. Preliminary Bridge Design	100	100	100	100	100	100	100	100	100
5. Preliminary Engineering - Agreement of Service	100	100	100	100	100	100	100	100	100
6. Preliminary Engineering - Intersections	100	100	100	100	100	100	100	100	100
7. Preliminary Engineering - Right-of-Way	100	100	100	100	100	100	100	100	100
Total Preliminary Engineering	700	700	700	700	700	700	700	700	700
TOTAL HOURS	1400	1400	1400	1400	1400	1400	1400	1400	1400
TOTAL FEES	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
10% Contingency	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400
TOTAL PROJECT FEE	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400	\$ 15,400

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**EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. d/b/a EHRA**  
**HOURLY RATE AND REIMBURSEMENT SCHEDULE**  
**STANDARD**  
**2012**

<u>ENGINEERING AND SURVEYING PERSONNEL:</u>	<u>Per Hour</u>
Principal	\$240.00
Department Manager / Senior Engineer	190.00
Senior Project Manager	150.00
Senior Survey Project Manager/RPLS	145.00
Project Manager	125.00
Survey Project Manager	120.00
Assistant Project Manager	115.00
Project Engineer	100.00
Assistant Project Engineer	85.00
Registered Landscape Architect	120.00
Project Landscape Designer	100.00
Design/Production Manager	135.00
Senior Design CAD Technician	105.00
Senior Survey CAD Technician	100.00
Design CAD Technician	90.00
CAD Technician	80.00
Senior Land Planner	115.00
Land Planner	90.00
Assistant Land Planner	80.00
Senior Platting Coordinator	95.00
Platting Coordinator	80.00
Senior Construction Project Manager	135.00
Construction Project Manager	100.00
Assistant Construction Project Manager	90.00
Project Site Representative	80.00
Construction Management Specialist	75.00
Accounting Administrator	125.00
Administrative Assistant	70.00
Clerical	60.00
Survey Field Supervisor	90.00
Survey 1 Person GPS/Robotic Crew	110.00
Survey Party Chief	70.00
Survey Instrument Person	50.00
Survey Rod Person	20.00

REIMBURSABLES:

Delivery	Cost + 10%
Outside Reproduction	Cost + 10%
Blackline Prints	\$0.30/Sq. Ft.
Nylars	\$1.00/Sq. Ft.
Sub-Consultant Fees	Cost + 10%
Outside Abstracting, Documentation, Deed Research	Cost + 10%
Advertising	Cost + 10%
Plan Review Fees, Governmental Fees	Cost + 10%

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13382



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
12/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Transfer Programs, LLC 219 East Livingston Street Orlando, FL 32801	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 866-481-9363 FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CoAdvantage Corporation and Odyssey One Source, Inc. Labor Contractor for leased workers to: Edminster, Hinshaw, Russ and Associates, Inc. 3350 Buschwood Park Drive Suite 200 Tampa, FL 33618	INSURER A :CastlePoint National Insurance Company	40134
	INSURER B :Tower Insurance Company of New York	44300
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** TAKHD5MH **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WSLTHPE00008208 WSLTHPE00030002	01/01/2012	01/01/2013	X WC STATL-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is extended to the leased employees of alternate employer in all states except monopolistic states (ND, OH, WA, WY): Edminster, Hinshaw, Russ and Associates, Inc. (Effective 11/23/11)

## CERTIFICATE HOLDER

Fort Bend County Purchasing Department  
 Gilbert D. Jalomo, CPPB  
 4520 Reading Road, Ste A  
 Rosenberg, TX 77471

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Fort Bend County Purchasing Department

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Endorsement Effective  
01/01/2012

Policy No.  
WSLTHPE00008208  
WSLTHPE00030002

Endorsement No.  
N/A

Insured  
CoAdvantage Corporation and Odyssey One Source, Inc. Labor  
Contractor for leased workers to:  
Edminster, Hinshaw, Russ and Associates, Inc.

Premium

Insurance Company  
CastlePoint National Insurance Company  
Tower Insurance Company of New York

Countersigned by  \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)