

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND §

PROFESSIONAL ENVIRONMENTAL & PRELIMINARY  
 ENGINEERING SERVICES AGREEMENT

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

WITNESSETH

WHEREAS, County requires the services of Engineer to provide environmental and preliminary engineering services necessary to incorporate new FHWA requirements, revised project limits, location of detention ponds, and prepare phased construction line diagrammatic for improvements to Crabb River Road (FM2759/FM762) located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and,

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

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

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

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

**AGREEMENT**

SECTION I  
 SCOPE OF AGREEMENT

- 1.01 Engineer shall render professional services to County as described in A, A-1, B, B-1, B-2 and C, and as described in each executed Work Authorization, a sample of which is attached as Attachment D and D-1.
- 1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County Engineer, hereinafter referred to as "County Project Manager," 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 Project Manager, 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 Project Manager, 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 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 \$280,007.42, 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 Project Manager.
- 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 June 30, 2014.
- 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 obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 10.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - A. Workers' Compensation Insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
  - B. Commercial General Liability Insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property

Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

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

- C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - D. Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 for an annual aggregate.
- 10.03 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.
  - 10.04 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.
  - 10.05 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.
  - 10.06 Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

## 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:

IDC, Inc.  
11111 Wilcrest Green, Suite 250  
Houston, Texas 77042  
Attn: Larry F. Janak, P.E., Project Manager

- 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 D and D-1 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 under this Agreement 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 Attachments B, B-1 and B-2.
- 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 Attachments B, B-1 and B-2; (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 D-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 D-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 B, B-1, and B-2.

- 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 of \$280,007.42, 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 of \$280,007.42 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 Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 20.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 20.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.
- 20.06 Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

## SECTION XXI APPENDICES

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

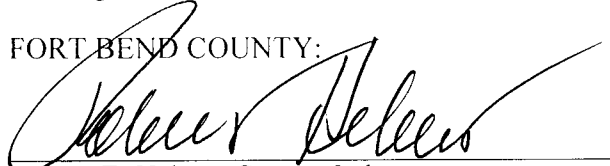
Attachment A	SOW – Preliminary Engineering
Attachment A-1	SOW – Additional Environmental Services, Revise Line Diagrammatic
Attachment B	Schedule of Values- Crabb River Road

Attachment B-1	Schedule of Values – Engineering Contingency No. 1
Attachment B-2	Schedule of Values – Engineering Contingency No. 2
Attachment C	Schedule
Attachment D	Sample Work Authorization
Attachment D-1	Sample Supplemental Work Authorization


SECTION XXII  
EXECUTION

This Agreement shall become effective upon execution by County.

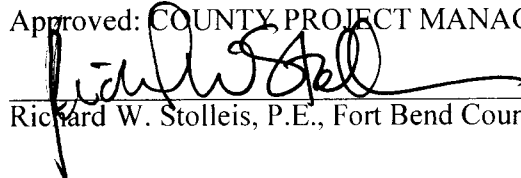
FORT BEND COUNTY:

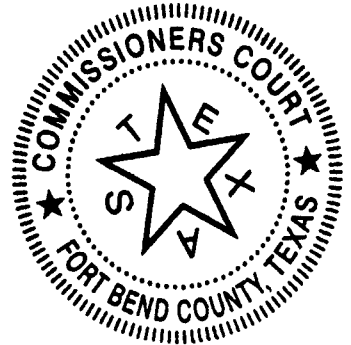
  
Robert E. Hebert, County Judge

2-26-2013  
Date

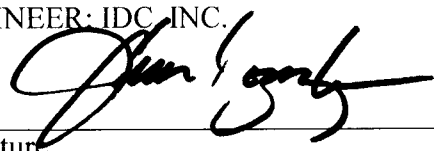
Attest:   
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

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



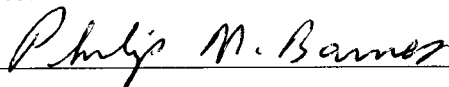
ENGINEER: IDC, INC.

  
Signature

2-21-13  
Date

Printed Name & Title: JIM GONZALES, President & CEO

Attest:

  
Philip M. Barnes

MER:IDC.Crabb River Road.2013

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$280,007.42 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

## **ATTACHMENT A**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

#### **Work Remaining from Expired Contract**

#### **Scope of Services for Preliminary Engineering**

#### **FM 2759/FM 762 (Crabb River Road) Improvements**

#### **From US 59 (Southwest Freeway) to South of LCISD New HS/JHS Site**

### **PROJECT DESCRIPTION**

The work to be performed by the Engineer shall consist of finishing work previously authorized, but not finished, prior to contract expiration date.

Crabb River Road will be widened from existing 3-lane open ditch roadway and 2-lane open ditch roadway to 4-lane divided curb and gutter from north of Rabbs Bayou to south of LCISD new HS/JHS site. Work includes providing for a future elevated intersection of Crabb River Road with FM 762 and FM 2769 over BNSF tracks, and new bridge over Rabbs Bayou.

### **SCOPE OF SERVICES**

The scope of services to be provided by the Engineer include environmental studies, public involvement, line diagrammatic schematic, preliminary drainage design, ROW determination, and coordination with TxDOT, HGAC, and Fort Bend County. The engineering services to be performed include the following:

#### **I. Project Management**

- A. Develop and maintain
  - 1. Project Schedules
  - 2. Budgets
  - 3. Monthly Progress Reports and Invoices
- B. Meet with County Engineer, or his designated project manager, on a scheduled basis to review project progress.
- C. Coordinate and review the work produced to comply with County, State, and FHWA policies and procedures, and to deliver work product on time.
- D. Field reconnaissance. THIS TASK IS FINISHED
- E. Develop and implement Quality Control and Quality Assurance program.



#### Deliverables

- Monthly schedule and progress reports
- Monthly invoices

## II. Public Involvement

The Engineer will develop and outline an agency coordination and public involvement program and will identify key contacts with agencies, news media, public officials, citizens groups, neighborhood associations, and the general public. The plan will identify the methods to be used for informing the public about the project and soliciting public input to the process. The plan will include a public meeting in the study area, and small group meetings with local officials.

- A. Small Group Meetings – Throughout the project, meetings with small groups from within the local community will be held if requested. The Engineer will provide a two-person team for each of these meetings to informally discuss the project. All requests for such meetings will be coordinated with the State prior to establishing a meeting date and time. The local organization will be responsible for providing the meeting location and contacting their members. For budget purposes, two such meetings are planned. The Engineer will prepare and submit Small Group Meeting minutes for each meeting.
- B. Public Meeting – THIS TASK IS FINISHED
- C. Public Hearing
  1. Prepare the public meeting displays, exhibits and handouts. Utilize the digital orthophotography obtained from readily available aerial photogrammetry and show schematic alignment. Meet with County and TxDOT to review material and information to be presented at the public hearing.
  2. Provide a mailing list of adjacent property owners. The list shall be in a Microsoft Word or Microsoft Access file that can be used to mail merge.
  3. Conduct the public meeting, including setting up the facility, providing personnel to attend the sign-in table and support the open house and meeting, and preparing the technical presentation.
  4. Prepare a bound report for the public meeting to include legal notices, photographs of displays and set-ups, handouts distributed at the meeting, attendance sheets, comment sheets, comment cards, letters sent and received, public meeting summary and summary of comments. (3 copies)
- D. County and TxDOT Review – This activity is included in Task C.
  1. Displays, exhibits, and handouts to be shown to Public Officials shall be submitted to the County for review five working days prior to the meeting.
  2. Displays, exhibits, and handouts to be shown at the public meetings and hearing shall be submitted to the County for review five working days prior to the advertisements for the meetings.

**Deliverables**

- Mailing lists of adjacent property owners
- Public meeting bound reports
- Small group meeting minutes

**III. Preliminary Drainage Design – THIS TASK IS FINISHED**

- A. Collect and review existing drainage studies prepared by others, including TxDOT.
- B. Determine the existing and proposed drainage area boundaries based on the available data, including previous drainage studies and USGS mapping.
- C. Determine preliminary size of proposed drainage structures based on typical section and proposed gradeline, using THYSYS Culvert or HEC-RAS software.
- D. Determine size of proposed roadside ditches. The roadside ditches will be sized to convey, at a minimum, the 10-year storm.
- E. Analyze detention storage requirements. Determine additional run-off from improved site, and volume needed for detention storage.
- F. Determine the 10, 25, 50 and 100-year water surface elevations at the major culvert crossings.
- G. Prepare a letter report summarizing the methodologies and findings of the preliminary drainage design. Design will be in accordance with Fort Bend County, local levy improvement districts, and TxDOT policies and practices.

**Deliverables**

- Preliminary Drainage Letter Report
- Drainage Area Map

**IV. Design Schematic**

The line diagrammatic schematic will include those items on the TxDOT Houston District schematic checklist, including, but not limited to the following:

- A. Develop horizontal and vertical alignment for two roadway alternatives. THIS TASK IS FINISHED
- B. Analyze alternatives and recommend preferred alternative to County and TxDOT for approval. THIS TASK IS FINISHED
- C. Develop Preliminary Plan & Profile drawings based on preferred alternative. THIS TASK IS FINISHED
- D. Coordinate with BNSF RR.



- E. Show proposed ROW limits and drainage easements.
- F. Prepare typical sections to include pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts for proposed highway through lanes, ramps, frontage roads, and cross roads.
- G. Compute preliminary estimate of earthwork volumes. THIS TASK IS FINISHED
- H. H. Obtain current and projected traffic volumes as developed by HGAC (20 year traffic projection). Prepare turning lane study. THIS TASK IS FINISHED
- I. Prepare list of utilities with owner contact information. Identify potential utility conflicts.
- J. Show preliminary size and location of drainage structures. – Review preliminary drainage structure sizes.
- M. Develop preliminary construction cost estimate. Update construction cost estimates.
- N. Prepare graphic files.
- O. Phase I Concept Drawing –THIS TASK IS FINISHED
- P. Phase I Line diagrammatic –THIS TASK IS FINISHED
- Q. Phase I Coordination Meetings.
- R. Phase I Cost Estimate.

#### **Deliverables**

- Studies, documents, design calculations and field notes used to develop the schematic.
- List of existing utilities, owner's contact information, and identification of potential conflicts.
- Line diagrammatic schematic of preferred alternative.
- Graphics file of the schematic.

#### **V. Environmental Assessment**

The planning work for the preparation of a required Environmental Assessment is described below according to each task to be performed.

- A. Develop and maintain monitor budget and prepare monthly invoice and progress.
- B. Develop Purpose and Need statement – THIS TASK IS FINISHED
- C. Environmental Constraints Map – THIS TASK IS FINISHED



The Engineer will develop an environmental constraints map by overlaying data obtained under Task 2, as appropriate, for an alternatives comparison. This data will be prepared in exhibit format for public meetings.

D. Alternative Analysis – Review finished analysis

E. Environmental Resource Agency Coordination – THIS TASK IS FINISHED

Write and mail agency coordination letters to the Texas Parks and Wildlife Department and the Fort Bend County Historical Commission.

F. Environmental Investigations – THIS TASK IS FINISHED

1. Air Quality Analysis

The project is located in an area in attainment of all National Ambient Air Quality Standards (NAAQS) except ozone for which Fort Bend County is listed as being in a non-attainment area; therefore, the transportation conformity rule does apply. It is assumed that the traffic projection for the proposed project will exceed 20,000 vehicles per day for the estimated time of completion (ETC) +20 years and thus an air quality conformity analysis will be required. The Engineer shall perform the appropriate level of air quality analysis for a conformity determination.

2. Ecological Investigations

The Engineer shall perform Threatened and Endangered Species surveys within the existing and proposed ROW. Any identification of Threatened and Endangered species and/or their habitat will be noted on appropriate maps and coordination with the U.S. Fish and Wildlife Service would be initiated. This information would also be documented in the EA.

3. Hazardous Materials Investigations

The Engineer shall perform a Hazardous Materials Assessment, which will include a federal/state hazardous materials database search and an onsite investigation. The results of the hazardous materials investigations will be included in the EA.

4. Other Environmental Studies, Analyses and Investigations

Conduct other environmental studies, analyses and investigations in accordance with Fort Bend County, TxDOT, and FHWA requirements for this type of highway improvement project. The other environmental studies, analyses and investigations will include the following: land use, farmlands, social, economic, environmental justice, displacements/relocations, water quality, floodplains, vegetation inventory, aesthetics and construction.

G. Noise Analysis – THIS TASK IS FINISHED

The Engineer will take sufficient existing noise level measurements within the new location portion of the proposed project to determine the existing noise levels for the EA. The noise analysis shall be performed (using FHWA's Traffic Noise Model), including existing and predicted noise levels and the consideration and evaluation of noise mitigation (if necessary), in accordance with the current version of TxDOT's "Guidelines for Analysis and Abatement of Highway Traffic Noise". The noise analysis or summary of the noise analysis shall be included in the EA for the project.



The EA will summarize the noise impact analysis, identifying noise sensitive receivers that will be exposed to peak hour noise levels that approach, equal or exceed the FHWA Noise Abatement Criteria or would be exposed to a substantial increase. Exhibits and tables will be prepared to explain the results, identifying noise modeling locations, existing and predicting noise levels, changes in peak hour Leq noise levels, noise contours, and possible mitigation measures. If mitigation measures are required, a noise barrier analysis will be performed within the existing and proposed ROW to determine if noise barriers are considered reasonable and feasible.

#### H. Wetland Delineation

1. The objective of the delineation is to evaluate any portion of the site to be classified as "Jurisdictional Water of the United States" as defined in 33 CFR 328 and subject to USACE jurisdiction.
  - a. Task 1: Review of NRCS Soil Surveys: Task 1 will include a review of previously published soil data published by the U.S. Department of Agriculture, NRCS, to determine the types of surface soils expected to be confirmed by on-site analysis. Finished
  - b. Task 2: Review of Aerial Photographs: Task 2 will include a review of historical aerial color and black/white photographic enlargements for selected years. Infrared color photographs will be analyzed for the presence of wetland signature color distortions. Information for all photographic interpretation will be compared to locate recurring sites where wetland signatures are present. Finished
  - c. Task 3: Site reconnaissance for Wetland Indicators: Task 3 will include inspecting the property under the field procedures outlined in the 1987 Manual for Wetland Determination by the USACE. Finished  
Transects are required for tracts greater than 5 acres in size, unless negotiated with the USACE to forego transects based on the homogeneous landscape and habitat type. If necessary, transects will be performed across the property, perpendicular to the nearest watercourse. Samples of vegetation, soils, and hydrology indicators will be taken at each change in topography or vegetation. Vegetation samples will be evaluated and recorded at each sample area. Upland vegetation will be verified, for it is as significant as wetland vegetation in the determination process. Inspection of the property for evidence or lack of wetland hydrology will be performed at each sample area. Soil samples will be evaluated at each test site for their hydric and non-hydric characteristics. Non-hydric soils verify upland status and are as significant as hydric soils in the determination process.
  - d. Task 4: Demarcation of Wetland Areas: Task 4 will include the flagging of the jurisdictional wetland areas and/or the ordinary high water mark for location by a Registered Professional Land Survey (RPLS) or GPS. Location of the areas by RPLS or GPS survey using the USACE October 2003 Standard Operating Procedures is required for the USACE verification/permitting and is recommended for project planning.
  - e. Task 5: Preparation of a Map Representing Wetland Areas: Upon receipt of the RPLS or GPS wetland areas and the limits of the Jurisdictional Waters, information regarding the field location of the boundaries of all Section 10 and 404 waters/wetland limits within the property boundaries will be plotted on a scaled map. Each jurisdictional area will be depicted with the following

information: (1) size and shape; (2) surface area calculation (acres); and (3) combined total wetland and Jurisdictional Water area calculations for the entire subject tract. The final report submitted to the client from will reflect the surveyed data from the RPLS or GPS survey showing the location of the wetlands.

- f. Task 6: Report Preparation: Task 6 will include the preparation of a final report. Upon completion of the site reconnaissance, data translation, and map preparation, a report will be completed, two copies of which will be given to the client. The report will include a discussion of methodology used to delineate the tract, site findings, copies of all historical information reviewed, such as USGS topographical maps, NRCS soil survey maps, aerial photographs, site photographs, USACE routine data sheets, and a wetland delineation map.

2. GPS Mapping

To receive USACE Verification and subsequent permits, the wetland and waters identified and marked during delineation must be located using the October 2003 USACE Standard Operating Procedure. Collection of data will be conducted using a Trimble Pro-XRS integrated GPS/Beacon receiver and a Trimble TSC1 datalogger. Each survey point will be taken using DGPS real-time or post-processed survey techniques, and all data must be submitted as NAD 1983 UTM coordinates. 10% of all points surveyed must be repeated as an additional measure of accuracy. It is estimated that the fieldwork for the mapping will require up to four (4) days of field reconnaissance and up to two days of post processing time. Prior to field reconnaissance, the client must provide a boundary survey.

3. USACE Verification

A U.S. Army Corps of Engineers Verification of the Wetland Delineation is recommended. The Verification includes a site visit with USACE personnel and to inspect the property under the field procedures outlined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual.

I. Architectural Survey – THIS TASK IS FINISHED

The historic architectural survey will entail delineation of an Area of Potential Effect (APE) according to TxDOT standards, and the identification and inventory of all buildings and structures within the APE that are fifty years of age or older. Each inventoried property will be evaluated to make a preliminary determination regarding National Register of Historic Places eligibility criteria, as defined in 36 CFR 60.4. Photographs and descriptions of each property will be included, and sufficient research will be conducted to place these resources within their historic and landscape contexts.

The architectural survey effort will identify any historic districts within the APE that appear to meet National Register eligibility criteria. Individual buildings and structures that are less than fifty years of age will be inventoried if they appear to be of exceptional importance. It is assumed that assessment and documentation will be required on no more than three historic structures.

J. Archaeological Survey – Update survey

The archaeological survey will consist of the placement of a series of shovel tests within the project area. Based on soils data gathered during shovel testing, consultation with the Texas Historical Commission (THC) will be initiated in order to ascertain whether or

not deep testing is appropriate in specific portions of the project area. Shovel test interval and dimensions will be consistent with approved THC standards.

Per THC guidelines, minimum standards for surface reconnaissance and subsurface testing on linear projects call for approximately 16 shovel tests per mile within a 100 foot ROW; this testing interval will be increased or decreased in sections of the property as required by variations in topography, the results of background research, or as needed for site delineation. It is estimated that two transects will be required for survey purposes, except where bridge construction is planned; four transects will be required in this section. Shovel tests will be excavated to a maximum depth of 100 cm., or until culturally sterile subsoil is reached. All shovel tests will measure approximately 30 cm. by 30 cm. When possible, all soil will be screened through ¼ inch wire mesh; clay soils, if encountered, will be hand sorted. It is assumed that no more than three archaeological sites will be identified during survey. Identified sites will be delineated within the APE, and all sites will be photographed and mapped.

K. QC/QA – Review document prior to submittal.

L. Prepare Draft EA - THIS TASK IS FINISHED

Fourteen (14) copies of the Draft EA will then be prepared and submitted to Fort Bend County, TxDOT and FHWA (two (2) copy to Fort Bend County, two (2) copies to the Houston District Office of TxDOT and ten (10) copies to the Environmental Affairs Division (ENV) of TxDOT and FHWA) and on paper and a digital file in Microsoft Word 2000 for review and comment. This task will also include revising the Draft EA in accordance with comments received from Fort Bend County, TxDOT's Houston District Office, ENV and FHWA.

M. Prepare Final EA

Any necessary revisions to the Draft EA will be incorporated. Upon approval of the draft copies, fourteen (14) copies of the Final EA will be prepared and submitted for approval on paper and, if necessary, a digital file in Microsoft Word 2000.

**Deliverables**

- Draft EA (14 copies)
- Final EA (14 copies)

**VI. Field Surveying - THIS TASK IS FINISHED**

All surveying activities shall be in accordance with Texas Board of Professional Land Surveying Practices Act and with appropriate State rules and regulations. Field surveyors along roadways shall take the precautions necessary to protect survey crews and the motoring public.

**A. Vertical and Horizontal Control**

1. Expand and extend TxDOT vertical and horizontal control from US 59 (Southwest Freeway), FM762, and FM2759 using static GPS control network.

**B. Topographic Survey of Project Area**



1. Establish a baseline along the existing roadway, and proposed roadway.
  2. Perform limited topographic survey to supplement LIDAR survey data to be provided by the County. Prepare Microstation CADD files to TxDOT standards.
  3. Tie critical topographic features to project centerline by station and off set.
  4. Perform cross sections at drainage channels. Survey the location and flowlines of the existing culvert structures that cross the existing roadway. Measure and record the size of each culvert (diameter of pipe in inches and inside width and height in feet for box culverts). At each cross culvert, survey channel cross sections to an extent of 500 feet upstream and downstream of the existing structure. The cross sections shall be taken every 100 feet and at major bends in the channel flowline.
  5. Maintain an up to date Right of Entry Map, along with names, site addresses and mailing addresses of adjacent property owners throughout the duration of the project.
  6. Tie existing above ground utilities, and any underground utilities located by others, to the baseline.
  7. Locate existing ROW and property corners to align tax map for best fit.
- C. Parcel sketches and metes and bounds descriptions as needed for project widening will be prepared during the PS&E phase.

**Deliverables**

- Electronic survey files.

**VII. Geotechnical Investigations**

This work will be performed during the PS&E phase.

## **ATTACHMENT A1**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

#### **Scope of Services for Additional Environmental Services and Revise Line Diagrammatic for Phased Implementation of Project**

#### **FM 2759/FM 762 (Crabb River Road) Improvement Project From US 59 (Southwest Freeway) to South of LCISD New HS/JHS Site**

### **SCOPE OF SERVICES**

This contract modification is for additional work requested by TxDOT and the County.

#### **General**

TxDOT is requiring additional engineering and environmental work not anticipated or included in the current Environmental Assessment (EA) scope of service. This work is necessary to show 'Phased Implementation' of the project. All work associated with these additional services shall conform to the applicable requirements of TxDOT, FHWA and Fort Bend County.

#### **Engineering**

The County is considering phased construction of the Crabb River Road project. Initial construction, Phase I, would widen the existing 2 and 3 lane asphalt pavement to a 4 lane divided roadway from north of Rabbs Bayou to south of the LCISD High School/Junior High School complex. Phase II would construct an elevated intersection of Crabb River Road with Thompson Road, which would provide for a grade separation over the BNSFF RR. The Engineer will review with the County and analyze the current urban roadway design configuration (curb & gutter with storm sewers) versus a rural configuration (shoulders with open ditches). The analysis will include input from major landowners and other stake holders. After the analysis, County Commissioners Court will direct the Engineer to either proceed with the urban design or change to a rural design. The project would start just north of Rabb's Bayou, connecting to a new 2-lane south bound frontage road constructed under separate contract. North bound traffic would connect to existing Crabb River Road converted to a 2-lane frontage road. Work to be performed by the Engineer includes delineating the Phase I construction and showing Phase II construction tie-in to Phase I. The Engineer will revise the line diagrammatic to show both Phase I and Phase II, and the connection to the new north bound and south bound frontage roads. Tentative locations for detention ponds, as identified in the drainage report, will be shown on the schematic and addressed in the environmental document. The engineer will coordinate development of the line diagrammatic with the County, TxDOT, other stakeholders, and affected property owners. The line diagrammatic will be included into the EA document, which will need to be revised to incorporate phased construction. The Engineer will prepare a project cost estimate, including construction, ROW, utility adjustments/relocations, and engineering for the phased construction. The estimate will be refined as additional input is received from the County, TxDOT, and stake holders.

#### **I. Project Management**

- F. Coordinate Phase I Preliminary Engineering with TxDOT – Meet with TxDOT to review limits of Phase I construction and lane configuration for Phase II.
- G. Coordinate with County and Landowners – Meet with County Engineer to review ROW takings, driveway and street connections and roadway alignments. Accompany county staff and officials to landowner meetings when requested.
- H. Review with County Urban vs. Rural Design – Meet with County Engineer and other county officials to discuss impacts of changing roadway design from urban to rural for all or part of the project limits.

#### **IV. Line Diagrammatic**

- O. Phase I and Phase II Concept Drawing – Revise concept drawing for Phase I, to include interim widening at the intersection of Crabb River Road with Thompson Highway and At-grade RR crossing. Phase I to be compatible with Phase II to minimize throw-away work.
- P. Phase I and Phase II Line Diagrammatic – After revised concept drawing is approved, prepare revised Line Diagrammatic for both Phases.
- Q. Phase I and Phase II Coordination Meetings – Meet with TxDOT and County to review Phase I and Phase II design.
- R. Phase I Construction Cost Estimate – Develop revised cost estimates for Phase I and Phase II.

#### **V. Environmental Assessment**

The additional work to be performed shall consist of revising the Environmental Assessment (EA) to account for changes in project planning and design, detention ponds, federal regulatory guidance, and available data for the proposed Crabb River Road Widening project. The environmental work required is described below.

#### **TASK DESCRIPTION**

##### **Revising the Environmental Assessment**

The EA was previously revised to account for implementation of an interim phase of improvements that would include widening Crabb River Road with asphalt concrete pavement (ACP) to a four-lane divided (raised median) from US 59 to the south end of the LCISD secondary school complex. Subsequently, it was determined through coordination with FHWA and TxDOT that this was more appropriately considered a matter of construction phasing and that the EA should evaluate the ultimate configuration of the project, which includes the grade separations proposed for the ultimate design of the proposed Crabb River Road widening. Impacts between or during construction phases will be evaluated as temporary construction impacts. In addition, the northern limits of the project have been adjusted to the south. Tentative locations and

sizes of detention ponds have been determined and will be addressed in the environmental document. The following efforts are required to complete the project:

- A. Project Management – Develop and maintain schedule and budget for environmental work. Prepare monthly invoice and progress report.
- B. Purpose and Need – Revise Purpose & Need statement to incorporate phased development of the project.
- C. Revise Environmental Constraints Map  
The environmental constraints Map will be updated to include recent aerials, detention pond ROW and environmental resources and modified project limits.
- D. Alternative Analysis – Included in revise environmental document task.
- E. Project Coordination - Additional project coordination meetings will be required and performed; environmental manager will attend up to six meetings with client, TxDOT, and/or FHWA; one round of QA/QC will be conducted in response to IDC, TxDOT and FHWA reviews of work directly related to the above mentioned revisions; and project schedule revisions will be made to facilitate the above listed efforts.
- F. Environmental Document Preparation
  - 1. Revise Project Description and Alternatives  
The project description will be revised, as stated in purpose and need and phasing, per FHWA guidance. These sections will be rewritten to change the previous description of the project as an interim project and an ultimate project into a single project with phased construction. An overview discussion will be added to the first chapter to provide the project's context and project development in relation to development of the Grand Parkway/SH99 project and related issues.
  - 2. Revise TIP and RTP Project Planning References  
Project planning references throughout document will be revised to be consistent with revised listings in the TIP and RTP that reflect the current understanding of project planning. The TIP and RTP listings have changed and references to these inclusions must be matched in the NEPA document before FHWA will grant approval.
  - 3. Revise Document to Incorporate New Project Limits Project Design Changes  
The project description and related text will be revised to accurately describe the new project limits and incorporate changes in project design. Changes in engineering plans and typical sections, location of detention ponds, right-of-way, bicycle facilities, sidewalks, and other physical changes must be reflected in the NEPA document. Changes in the project limits will require review of land use, relocation, social and economic, cultural resources, natural resources, wetlands and water resources, noise, hazardous materials, and visual quality impacts to reflect accurately how the changed project footprint would affect the extent and intensity of potential impacts.

4. Consistency Review  
The EA document will be reviewed to check for appropriate text revisions throughout the document that are consistent with the revised project description and planning references.
5. Incorporate Additional or Updated Traffic Data  
Additional or updated traffic data will be provided by a third party (TxDOT or H-GAC), reviewed, tabulated and incorporated into the EA, per FHWA comments. Revisions pertaining to traffic data will be incorporated into the purpose and need, noise, and other sections that require reference to traffic levels.
6. Incorporate Additional or Updated Accident Data  
Additional or updated accident data will be provided by a third party (TxDOT or H-GAC or DPS), reviewed, tabulated and incorporated into the EA, per FHWA comments. Revisions pertaining to accident data will be incorporated into the purpose and need and other sections that require reference to safety considerations.
7. Update and Revise Socioeconomic and Environmental Justice Evaluation  
The EA's socioeconomic and environmental justice analysis will be updated and revised to incorporate new data from the 2010 U.S. Census and the 2006-2010 American Community Survey (U.S. Census Bureau) and addition of bicycle facilities in proposed design. Since the commencement of the project, the 2010 Census and the revamped ACS have acquired and released new data, which are required to be incorporated into NEPA documents per TxDOT and FHWA standards. These data will be collected, tabulated and incorporated into the evaluation of community impacts and environmental justice.
8. Update and Revise Mobile Source Air Toxics (MSAT) Air Quality Analysis  
The project's MSAT air quality analysis will be revised per federal guidelines and FHWA comments. The completed revised analysis will be incorporated into the air quality section of the EA document.
9. Update Indirect and Cumulative Impact Analysis  
Due to regulatory guidelines changes, and in response to FHWA comments on the EA, this section of the document will have to be updated to current standards utilizing the TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (September 2010). Additionally, the 2006 Air Quality Guidelines were revised in September 2011 requiring an update to the Mobile Source Air Toxics Analysis (MSATs). While this update was not a specific comment from FHWA, in a subsequent conversation with FHWA, they recommended this section be updated if we did not anticipate the project receiving approval by March 2012 (end of the grandfathering period for the MSAT update).



G. Traffic Noise Analysis

A revised noise analysis will be prepared, per FHWA instructions, to verify compliance with TxDOT's *Guidelines for Analysis and Abatement of Roadway Traffic Noise* (2011). This analysis will include noise modeling for existing and predicted noise levels under Build and No Build conditions. The analysis will also take into consideration potential development of undeveloped properties. Noise specialists will conduct and review the study and written results will be incorporated into the EA. Construction noise impacts will be qualitatively assessed and discussed.

J. Archeology Survey/Report

Prior to initiating the cultural resources survey, the Consultant will obtain and review available information to assess the general site conditions of the detention pond sites. Archeologists will also conduct a records review at the Texas Archeological Research Laboratory (TARL) in Austin, Texas to identify recorded archeological or historic sites within the project area. The Consultant will also review federal and state lists of recorded historic properties such as the National Register of Historic Places (NRHP), State Archeological Landmarks, and Official Texas Historic Markers. In addition, the Potential Archeological Liability Map (PALM) will be reviewed. This information will be digitized and overlaid onto the most recent available USGS topographic maps.

Based upon the above findings, a methodology will be determined and include criteria such distance from permanent sources of water, geology, topography, and level of disturbance. A scope of work (SOW) along with an antiquities permit application will be submitted to the Texas Historical Commission (THC) for approval.

Survey methods will follow the Archeological Survey Standards for Texas established by the Texas Historical Commission (THC) and the recommendations of TxDOT's Houston PALM. Where shovel testing is recommended by the PALM, shovel tests will be conducted as outlined in Attachment A of the original scope of services.

Following completion of the survey, the Consultant will analyze all data, and provide a preliminary evaluation of all located cultural resources with regard to eligibility for inclusion to the NRHP. A report including background research and a summary of the field investigation results will be written in accordance with the Guidelines for Cultural Resources Management Reports established by the Council of Texas Archeologists. In addition, if any sites are encountered during the survey, a list of these sites will be presented along with the landowner information pertaining to the site location. Recommendations will be made regarding the potential for identified sites to meet established criteria for inclusion on the NRHP or designation as SAL.

The Consultant will prepare a written summary of the methods and findings for the cultural resources survey. The Consultant will prepare topography based exhibits depicting the proposed detention pond sites and the location of the cultural resources sites, if encountered. Site photographs will also be included in the summary report. A draft report of these findings will be submitted to TxDOT for review and comment. The draft reports will be submitted as electronic deliverables. The report will be revised to address any comments received from

TxDOT. Survey documents will be submitted to TARL for curation and 30 copies of the final report will be submitted to TxDOT with 20 copies for the THC.

- K. QA/QC – Perform quality check on revised documents.
- L. Prepare Draft EA – Prepare draft document to submit to TxDOT and FHWA review.
- M. Prepare Final EA – Prepare final document and submit to TxDOT and FHWA for approval.

#### **ENVIRONMENTAL SERVICES CONTINGENCY TASK**

##### **H. Section 404 Wetlands Delineation/Report – Detention Ponds**

###### **Field Delineation:**

The following parameters shall be updated according for the additional areas:

- Soils
- Vegetation
- Hydrology
- Surveying and Mapping of Wetland Boundaries
- Completion of preliminary Jurisdictional Determination Forms

###### **Wetlands Documentation Letter:**

A revision to the Wetlands Delineation report or letter report (whichever is appropriate) shall be updated and resubmitted to the County for either filing or concurrence by the USACE. As part of this report, the Engineer shall prepare topographic and aerial photography-based exhibits depicting the proposed project area and the location and boundaries of mapped waters of the U.S., including wetlands. Copies of data sheets, jurisdictional determination forms, and site photographs would also be included in the report. The report revisions will also include the modified project limits of Crabb River Road.

#### **ENGINEERING SERVICES CONTINGENCY TASKS**

##### **Engineering Contingency No. 1**

Revise line diagrammatic to show reconstruction of Crabb River Road with new asphalt pavement, curb & gutter, and open ditch drainage from Rabbs Bayou to Sta 175+00; from Sta 175+00 to Sta 203+00 the existing asphalt pavement will be widened; from Sta 203+00 to End the current design of concrete pavement with curb & gutter and storm sewer will remain. Work will include revising the Preliminary Drainage Report to incorporate the open ditches; and revising the line diagrammatic from Rabbs Bayou to Sta 175+00 to incorporate changes to the profile, typical section, and earthwork cross sections. The construction cost estimate will be revised.

### **III. Preliminary Drainage Design**

- B. Revise proposed drainage area boundaries from approved drainage report to incorporate open ditch drainage system.
- C. Revise preliminary size of proposed drainage structures based on revised typical section and revised proposed gradeline, using THYSYS Culvert or HEC-RAS software.
- D. Proposed roadside ditches will be re-sized to accommodate all of the roadway drainage. The roadside ditches will be sized to convey, at a minimum, the 10-year storm.
- E. Review detention storage requirements, based on open ditch drainage.
- G. Prepare a revised letter report summarizing the methodologies and findings of the preliminary drainage design. Design will be in accordance with Fort Bend County, local levy improvement districts, and TxDOT policies and practices.

### **IV. Line Diagrammatic**

- C. Revise Preliminary Plan & Profile drawings based on preferred alternative.
- F. Revise typical sections to incorporate ACP pavement structure and enlarged roadside ditches.
- G. Revise preliminary estimate of earthwork volumes.
- R. Revise preliminary construction cost estimate.

#### **Engineering Contingency No. 2**

Revise line diagrammatic to show reconstruction of Crabb River Road with new asphalt pavement, shoulders, and open ditch drainage from Rabbs Bayou to Sta 175+00; from Sta 175+00 to Sta 203+00 the existing asphalt pavement will be widened; from Sta 203+00 to End the alignment will be revised and additional ROW takings identified to provide for a reconstructed road with asphalt pavement with shoulders and open ditches. Work will include revising the Preliminary Drainage Report to incorporate the open ditches; revising the line diagrammatic from Rabbs Bayou to Sta 175+00 to incorporate changes to the profile, typical section, new ROW determination, and earthwork cross sections. The construction cost estimate will be revised.

### **III. Preliminary Drainage Design**

- B. Revise proposed drainage area boundaries from approved drainage report to incorporate open ditch drainage system and revised alignment south of BNSF RR.
- C. Revise preliminary size of proposed drainage structures based on revised typical section and revised proposed gradeline, using THYSYS Culvert or HEC-RAS software.

- D. Proposed roadside ditches will be re-sized to accommodate all of the roadway drainage. The roadside ditches will be sized to convey, at a minimum, the 10-year storm.
- E. Review detention storage requirements, based on open ditch drainage and revised alignment south of BNSF RR.
- G. Prepare a revised letter report summarizing the methodologies and findings of the preliminary drainage design. Design will be in accordance with Fort Bend County, local levy improvement districts, and TxDOT policies and practices.

#### IV. Line Diagrammatic

- C. Revise Preliminary Plan & Profile drawings based on preferred alternative.
- E. Revise proposed ROW and any easements to accommodate revised alignment south of BNSFF RR.
- F. Revise typical sections to incorporate ACP pavement structure and enlarged roadside ditches.
- G. Revise preliminary estimate of earthwork volumes.
- R. Revise preliminary construction cost estimate.

# ATTACHMENT B

Crabb River Road  
SCHEDULE OF VALUES  
2/15/2013

PE PHASE

TASK DESCRIPTION	REMAINING AMOUNT	SUPPLEMENTAL AMOUNT	TOTAL AMOUNT
I. Project Management			
A. Develop & Maintain			
1. Project Schedules	\$226.26	\$0.00	\$226.26
2. Budgets	\$160.80	\$0.00	\$160.80
3. Mo Prog Reports/Inv	\$328.00	\$0.00	\$328.00
B. Meet w/ Co Engr	\$382.35	\$0.00	\$382.35
C. Coord w/ Co & TxDOT	\$382.35	\$0.00	\$382.35
D. Field Reconnaissance	\$0.00	\$0.00	\$0.00
E. QA/QC Plan	\$416.20	\$0.00	\$416.20
F. Coord Ph 1 PE with TxDOT	\$0.00	\$3,385.07	\$3,385.07
G. Coord with Co. & Landowners	\$0.00	\$5,402.07	\$5,402.07
H. Review with Co. Urban v. Rural Des	\$0.00	\$9,728.41	\$9,728.41
SUBTOTAL TASK	\$1,895.66	\$18,515.55	\$20,411.50
II. Public Involvement			
A. Small Group Meetings	\$1,567.00	\$0.00	\$1,567.00
B. Public Meeting	\$0.00	\$0.00	\$0.00
C. Public Hearing	\$18,932.00	\$0.00	\$18,932.00
D. County Review	\$0.00	\$0.00	\$0.00
SUBTOTAL TASK	\$20,499.00	\$0.00	\$20,499.00
III. Preliminary Drainage Design			
A. Review Existing Studies	\$0.00	\$0.00	\$0.00
B. Determine Drainage Areas	\$0.00	\$0.00	\$0.00
C. Size Proposed Structures	\$0.00	\$0.00	\$0.00
D. Size Roadside Ditches	\$0.00	\$0.00	\$0.00
E. Determine Detention Storage	\$0.00	\$0.00	\$0.00
F. Determine 100-yr WSE	\$0.00	\$0.00	\$0.00
G. Prelim Drainage Report	\$0.00	\$0.00	\$0.00
SUBTOTAL TASK	\$0.00	\$0.00	\$0.00
IV. Line Diagrammatic			
A. Develop Alternative Algn	\$0.00	\$0.00	\$0.00
B. Analyze Alternatives	\$0.00	\$0.00	\$0.00
C. Develop Prelim P/P	\$0.00	\$0.00	\$0.00
D. Coord with BNSF RR	\$1,775.00	\$0.00	\$1,775.00
E. Determine Prop ROW, Esmt	\$510.40	\$0.00	\$510.40
F. Preliminary Typ Sections	\$659.15	\$0.00	\$659.15
G. Prelim Earthwork Calcs	\$0.00	\$0.00	\$0.00
H.1 Current/Proj Traffic Vol	\$0.00	\$0.00	\$0.00
H.2 Turning Lane Study	\$0.00	\$0.00	\$0.00
I. Identify Potential Utility Conflicts	\$363.95	\$0.00	\$363.95
J. Prelim Drainage Structures	\$361.90	\$0.00	\$361.90
M. Prelim Const Cost Est	\$577.00	\$0.00	\$577.00
N. Graphics File of Diagrammatic	\$535.00	\$0.00	\$535.00
O. Phase I Concept Drawing	\$0.00	\$8,616.37	\$8,616.37
P. Phase I Line Diagrammatic	\$0.00	\$14,540.00	\$14,540.00
Q. Phase I Coord Meetings	\$224.50	\$5,425.19	\$5,649.69
R. Phase I Const Cost Est	\$259.60	\$4,548.50	\$4,808.10
SUBTOTAL TASK	\$5,466.50	\$34,330.06	\$39,796.56

IDC◆

TASK DESCRIPTION	REMAINING AMOUNT	SUPPLEMENTAL AMOUNT	TOTAL AMOUNT
V. Environmental Assess			
A. Proj Mngt (PB)	\$255.53	\$3,184.00	\$3,439.53
B. Purpose & Need (PB)	\$0.00	\$1,546.00	\$1,546.00
C. Constraints Map (PBS&J)	\$0.00	\$2,187.06	\$2,187.06
D. Alternative Analysis (PB)	\$87.94	\$0.00	\$87.94
E. Agency Coord (PB)	\$0.00	\$5,739.00	\$5,739.00
F. Env Document Prep (PB/PBS&J)	\$391.99	\$16,918.29	\$17,310.28
G. Noise Impacts (PB)	\$0.00	\$9,488.00	\$9,488.00
H. Wetland Delineation (PBS&J)	\$8,341.23	\$0.00	\$8,341.23
H.1 Contingency - Detention Pond Wetlands	\$0.00	\$25,673.16	\$25,673.16
I. Architectural Survey (PB)	\$0.00	\$0.00	\$0.00
J. Archeology Survey (PBS&J)	\$2,441.90	\$14,233.24	\$16,675.14
K. QA/QC (PB/PBS&J)	\$197.07	\$5,026.00	\$5,223.07
L. Prepare Draft EA (PB)	\$0.00	\$10,722.00	\$10,722.00
M. Prepare Final EA (PB)	\$8,097.50	\$9,130.00	\$17,227.50
AA. Administer Contract (IDC)	\$178.60	\$1,233.59	\$1,412.19
BB. Coord ENV Work (IDC)	\$427.95	\$2,087.15	\$2,515.11
SUBTOTAL TASK	\$20,419.71	\$107,296.50	\$127,888.21
VI. Field Surveying			
A. Vert/Horiz Control (WEC)	\$0.00	\$0.00	\$0.00
B. Topo Survey (WEC)	\$0.00	\$0.00	\$0.00
C. Property Evid Surv (WEC)	\$0.00	\$0.00	\$0.00
AA. Administer Contract (IDC)	\$0.00	\$0.00	\$0.00
BB. Coord Survey Work (IDC)	\$0.00	\$0.00	\$0.00
SUBTOTAL TASK	\$0.00	\$0.00	\$0.00
TOTAL LABOR ALL TASKS	\$48,281.16	\$160,115.11	\$208,396.27
DIRECT COSTS			
IDC	\$2,103.41	\$606.00	\$2,708.41
PB	\$5,250.00	\$238.00	\$5,488.00
PBS&J	\$1,513.14	\$1,471.65	\$2,984.79
H&I	\$0.00	\$0.00	\$0.00
Total All Firms	\$8,867.35	\$2,314.65	\$11,182.00
TOTALS			
Labor	\$48,281.16	\$160,115.11	\$208,396.27
Direct costs	\$8,867.35	\$2,314.65	\$11,182.00
TOTAL CONTRACT	\$57,148.51	\$162,429.76	\$219,578.27

TOTALS By Firm			
IDC	\$15,846.41	\$56,771.36	\$72,616.77
PB	\$27,343.77	\$48,923.00	\$77,266.77
PBS&J	\$13,856.33	\$55,735.40	\$69,591.73
H&I	\$0.00	\$0.00	\$0.00
TOTAL ALL FIRMS	\$57,148.51	\$162,429.76	\$219,578.27

IDC◆

# ATTACHMENT B-1

ENGINEERING CONTINGENCY NO. 1  
CRABB RIVER ROAD  
RABBS BAYOU TO THOMPSON ROAD  
SCHEDULE OF VALUES  
2/15/2013

TASK DESCRIPTION	COST
I. Project Management	
F. Coord Ph 1 PE with TxDOT	\$0.00
<b>SUBTOTAL TASK</b>	<b>\$0.00</b>
III. Preliminary Drainage Design	
B. Revise Drainage Areas	\$5,530.69
C. Revise Structure Sizes	\$3,157.06
D. Revise Roadside Ditches	\$3,425.99
E. Revise Detention Requirements	\$5,396.23
G. Revise Prelim Drainage Report	\$5,887.32
<b>SUBTOTAL TASK</b>	<b>\$23,397.29</b>
IV. Line Diagrammatic	
C. Revise Prelim P/P	\$3,765.08
E. Determine Prop ROW, Easmt	\$0.00
F. Revise Typ Sections	\$3,396.76
G. Revise Earthwork Calcs	\$4,390.65
R. Revise Prelim Const Cost Est	\$1,970.24
<b>SUBTOTAL TASK</b>	<b>\$13,522.73</b>
V. Environmental Assess	
AA. Administer Contract	\$0.00
BB. Coord ENV Work	\$0.00
<b>SUBTOTAL TASK</b>	<b>\$0.00</b>
LABOR COSTS	
Subtotal (IDC)	\$36,920.02
Subtotal (PB)	\$0.00
Subtotal (PBS&J)	\$0.00
Subtotal (HZI)	\$0.00
<b>TOTAL LABOR ALL TASKS</b>	<b>\$36,920.02</b>
Total All Firms	\$36,920.02
DIRECT COSTS	
IDC	\$300.00
PB	\$0.00
PBSJ	\$0.00
HZI	\$0.00
<b>Total All Firms</b>	<b>\$300.00</b>
TOTALS	
Labor	\$36,920.02
Direct Costs	\$300.00
<b>TOTAL COST</b>	<b>\$37,220.02</b>

<b>TOTALS By Firm</b>	
IDC	\$37,220.02
PB	\$0.00
PBS&J	\$0.00
HZI	\$0.00
<b>TOTAL ALL FIRMS</b>	<b>\$37,220.02</b>

IDC◆

**ATTACHMENT B-2**  
**ENGINEERING CONTINGENCY NO. 2**  
**CRABB RIVER ROAD**  
**RABBS BAYOU TO END OF PROJECT**  
**SCHEDULE OF VALUES - WORKSHEET**  
**2/15/2013**

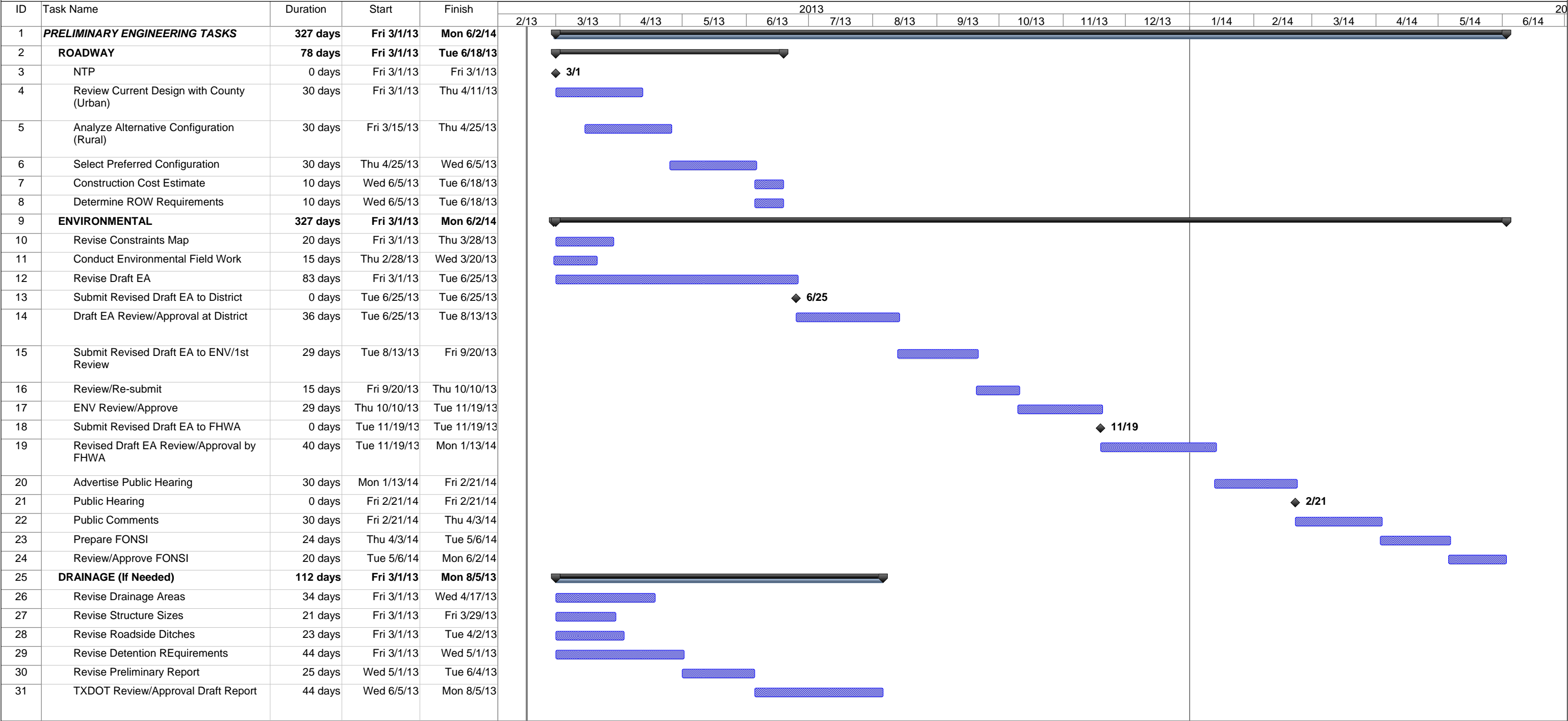
TASK DESCRIPTION	COST
I. Project Management	
F. Coord Ph 1 PE with TxDOT	\$0.00
<b>SUBTOTAL TASK</b>	<b>\$0.00</b>
III. Preliminary Drainage Design	
B. Revise Drainage Areas	\$7,892.64
C. Revise Structure Sizes	\$4,174.33
D. Revise Roadside Ditches	\$5,191.60
E. Revise Detention Requirements	\$7,536.01
G. Revise Prelim Drainage Report	\$7,888.02
<b>SUBTOTAL TASK</b>	<b>\$32,482.60</b>
IV. Line Diagrammatic	
C. Revise Prelim P/P	\$9,576.40
E. Determine Prop ROW, Esmt	\$3,040.13
F. Revise Typ Sections	\$6,419.35
G. Revise Earthwork Calcs	\$4,764.82
R. Revise Prelim Const Cost Est	\$3,735.85
<b>SUBTOTAL TASK</b>	<b>\$27,536.55</b>
V. Environmental Assess	
AA. Administer Contract	\$0.00
BB. Coord ENV Work	\$0.00
<b>SUBTOTAL TASK</b>	<b>\$0.00</b>
LABOR COSTS	
Subtotal (IDC)	\$80,019.15
Subtotal (PB)	\$0.00
Subtotal (PBS&J)	\$0.00
Subtotal (HZI)	\$0.00
<b>TOTAL LABOR ALL TASKS</b>	<b>\$80,019.15</b>
Total All Firms	\$80,019.15
DIRECT COSTS	
IDC	\$410.00
PB	\$0.00
PBSJ	\$0.00
HZI	\$0.00
<b>Total All Firms</b>	<b>\$410.00</b>
TOTALS	
Labor	\$80,019.15
Direct Costs	\$410.00
<b>TOTAL COST</b>	<b>\$80,429.15</b>

<b>TOTALS By Firm</b>	
IDC	\$80,429.15
PB	\$0.00
PBS&J	\$0.00
HZI	\$0.00
<b>TOTAL ALL FIRMS</b>	<b>\$80,429.15</b>

IDC◆



ATTACHMENT C - SCHEDULE  
CRABB RIVER ROAD  
PRELIMINARY ENGINEERING



Task		Project Summary		Inactive Task		Duration-only		Finish-only	
Split		External Tasks		Inactive Milestone		Manual Summary Rollup		Progress	
Milestone		External Milestone		Inactive Summary		Manual Summary		Deadline	
Summary		Inactive Task		Manual Task		Start-only			

**ATTACHMENT D**  
**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 IDC, Inc., ("Engineer"), on the 26<sup>th</sup> day of February, 2013.

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

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

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

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

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

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

**THE ENGINEER**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

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

**ATTACHMENT D-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 IDC, Inc., ("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)



# CERTIFICATE OF LIABILITY INSURANCE

IDC---1

OP ID: LI

DATE(MM/DD/YYYY)

02/21/13

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> NewFirst Insurors Bldg 3, Suite 300 1120 Capital of Tx Hwy South Austin, TX 78746 Randy Reynolds CPCU, CIC, CRM	512-328-7676	<b>CONTACT NAME:</b>	
	512-327-8337	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Hartford Lloyd's Ins Co	38253
		<b>INSURER B:</b> Hartford Casualty Ins Co	29424
		<b>INSURER C:</b> Ironshore Specialty Insurance	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED** IDCUS, Inc. dba IDC Inc.  
1111 Wilcrest Green Ste 250  
Houston, TX 77042

**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	65SBATM2869	01/25/13	01/25/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	65SBATM2869	01/25/13	01/25/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	X	65SBATM2869	01/25/13	01/25/14	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	65WECNV1424	01/25/13	01/25/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liab			000763902	10/24/12	10/24/13	Each Occ 1,000,000
							Aggregate 2,000,000

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

Project: for improvements to Crabb River Road (FM 2759/FM 762)

**CERTIFICATE HOLDER****CANCELLATION**

FORT

Fort Bend County, Texas  
301 Jackson Street #728  
Richmond, TX 77469

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

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