

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AIA Engineers, Ltd. (hereinafter "Engineer"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Engineer provides engineering services related to the removal and replacement of existing Bridge 120800AA0755-001 Jeske Road over Fairchilds Creek with reinforced concrete structures (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

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

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

AGREEMENT

Article I. Scope of Services

Engineer shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Engineer's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is eighty-five thousand four hundred fifty-two dollars and no/100 (\$85,452.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The Maximum Compensation shall be allocated as follows:

3.1.1. \$39,167 for Total Basic Services

3.1.2. \$46,285 for Additional Services (Optional)

3.2 All performance of the Scope of Services by Engineer including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of eighty-five thousand four hundred fifty-two dollars and no/100 (\$85,452.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 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 and the total maximum sum that County may become liable to pay to Engineer shall not under any conditions, circumstances, or interpretations thereof exceed eighty-five thousand four hundred fifty-two dollars and no/100 (\$85,452.00).

Article V. Time of Performance

5.1 The time for performance of the Scope of Services by Engineer shall begin with receipt of the Notice to Proceed from County and end on final acceptance of construction. Engineer shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

5.2 If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

Article VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Engineer fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Engineer materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Engineer was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Engineer in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Engineer's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Engineer.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Engineer as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Engineer shall promptly furnish all such data and material to County on request.

Article IX. Inspection of Books and Records

Engineer will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Engineer for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence (except Professional Liability) form from such companies having Bests rating of A/VII 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:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability

for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation and Professional Liability written on behalf of Engineer shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 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 the contract; 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 that work under the Agreement is completed.

Article XI. Indemnity

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ENGINEER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ENGINEER OR ANY OF ENGINEER'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

12.1 Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

12.2 Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matter in Engineer's possession which embody Confidential Information.

12.3 Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Engineer expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Engineer shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Engineer or, where permitted, of its subcontractors.

13.2 Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIV. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

| | |
|-----------------|--|
| County: | Fort Bend County Engineering Department 301 Jackson Street Richmond, Texas 77469 |
| With a copy to: | Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469 |
| Engineer: | AIA Engineers, Ltd. 15310 Park Row Houston, Texas 77084 |

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article XV. Compliance with Laws

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 by County, Engineer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Standard of Care

16.1 Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Engineer will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standard of care.

16.2 Consistent with the Standard of Care in 16.1, Engineer represents to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Assignment and Delegation

17.1 Neither party may assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XVIII. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XIX. Successors and Assigns

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 the other party, in respect to all covenants of this Agreement.

Article XX. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article XXI. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article XXII. Publicity

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

Article XXIII. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXIV. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22 day of April, 2014.

FORT BEND COUNTY

 4-22-14
Robert E. Hebert, County Judge

AIA Engineers, Ltd.


Authorized Agent- Signature

ASHRAF ISLAM
Authorized Agent- Printed Name

PRINCIPAL
Title

04/15/2014
Date

ATTEST:


Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$85,452⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

Attached – Exhibit A with Appendices

| | |
|-----------------|--|
| Attachment A1 | Scope of Work for Engineering Services |
| Attachment A2 | Fee Schedule for Engineering Services |
| Attachment A2-1 | Engineering Fee Schedule |
| Attachment A2-2 | Survey Services Fee Schedule |
| Attachment A2-3 | Geotechnical Fee Schedule |
| Attachment A2-4 | Environmental Fee Schedule |

EXHIBIT A



15310 Park Row
Houston, Texas 77084
Telephone (281) 493-4140
Fax (281) 493-2211
E-Mail: admin@aiainc.com

April 9, 2014

Mr. DeWayne Davis, PE
Fort Bend County Engineering
1124 Blume Road
Rosenberg, TX 77471

Re: Jeske Road Bridge over Fairchilds Creek
AIA Job No.: TX2305-00
Proposal for Bridge Replacement Engineering Services

Dear Mr. Davis:

AIA Engineers, Ltd., is pleased to present our fee proposal for the subject project. The following documents are attached:

- Attachment A-1 – Scope of services
- Attachment A-2 – Fee Schedule

The fee summary is as follows:

| | TASK DESCRIPTION | AIA ENGINEERS (ENGINEERING) | LANDTECH (SURVEY) | GEOTECH ENGINEERING (GEOTECH & ENV) | TOTAL |
|---|---|-----------------------------------|----------------------|--|------------------|
| 1 | Engineering | \$ 42,667 | | | \$ 42,667 |
| 2 | Survey (incl 10% management fee) | \$ 798 | \$ 7,980 | | \$ 8,778 |
| 3 | Geotech (incl 10% management fee) | \$ 2,197 | | \$ 21,965 | \$ 24,162 |
| 4 | Environmental (incl 10% management fee) | \$ 395 | | \$ 3,950 | \$ 4,345 |
| | TOTAL (LUMP SUM) | | | | \$ 79,952 |

We look forward to working with you on this project. If you have questions, please contact me at 281-493-4140 ext 255. Thank you.

Sincerely,
AIA Engineers, Ltd.

A handwritten signature in black ink, appearing to read 'Steven Lewis', written over a horizontal line.

Steven Lewis, P.E.
Project Manager

ATTACHMENT "A1"

SCOPE OF WORK FOR ENGINEERING SERVICES FOR ONE (1) BRIDGE REPLACEMENTS FORT BEND COUNTY, TEXAS

120800AA0755-001. JESKE ROAD OVER FAIRCHILDS CREEK

We are pleased to submit this proposal for providing professional engineering services for the subject project. The basis for our proposal is the information furnished by the County in our meeting on March 5, 2014. The following paragraphs outline the project objectives, proposed bridge, scope of services, compensation, and the timeframe proposed for the project.

I. PROJECT OBJECTIVE

Fort Bend County desires to have construction documents prepared to remove and replace existing Bridge 120800AA0755-001 Jeske Road over Fairchilds Creek with reinforced concrete structures. The replacement structure shall be designed to span the existing Drainage District channels.

II. PROPOSED BRIDGES

The bridge shall be designed for HL-93 loading; bridge widths and other related appurtenances shall be designed in accordance with AASHTO Design Criteria. Additional criteria and work to be performed shall include the following:

- A. The new bridges and related structures shall be designed to have zero impact on the channel.
- B. The pavement elevation and the low chord elevation of the bridges are to be determined/approved by coordination with Fort Bend County Drainage District, and taking into account the impact on the creek.
- C. It is estimated that 2 or 3 spans will be required to cross the channel. The bridge section shall be for 2-lane box beam bridge (2-12 foot lanes with a minimum 28'-0" horizontal clearance between rails. Drainage improvements, including drop inlet structures and outfalls, shall be included in the design.
- D. In addition to the bridge drawings, the following shall be included in the project:
 - 1. Approach roadway plans including drainage improvements, drop inlet structures, and outfalls.
 - 2. Detour plan and signage.
 - 3. SWPPP
 - 4. Environmental documentation

III. SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

A. PRELIMINARY PHASE

1. Attend preliminary conference with the County Engineer and regulatory agencies as required to establish the design parameters of the Project.
2. Perform a topographic survey including cross sections and ROW limits research.
3. Perform a geotechnical investigation including soil boring logs, slope and stability of banks, and pile capacity curve.
4. Submit a preliminary bridge layout prepared in accordance with AASHTO Guideline and as directed by the County Engineer.
5. Prepare and submit to the County three (3) copies of the preliminary 30% bridge layouts and roadway layouts for comments and approval.
6. Prepare Hec-Ras model to demonstrate zero impact on the channel.
7. Prepare an opinion of probable construction cost of proposed construction.

B. DESIGN PHASE

1. On the basis of the accepted preliminary design and the updated opinion of probable construction cost, prepare final construction drawings and specifications for construction authorized by the County. Construction Drawings shall be prepared in accordance with AASHTO Guidelines.
2. Furnish to the County three (3) sets of construction Drawings for review purposes when 90% and 100% complete.
3. Prepare construction specifications and Bid Documents for the construction authorized by the County.
4. Prepare a bidder's proposal form and a revised opinion of probable construction costs for the construction authorized by the County.
5. Furnish the County with a 3-mil Mylar film positive of the drawings, suitable for reproduction. Drawings will be signed and sealed by a Professional Engineer registered in Texas. Also furnish one set of all drawings in PDF format.

6. Prepare and furnish the County with a copy of the construction specifications and all bidding documents, suitable for reproduction.

C. CONTRACT PHASE

AIA Engineers, Ltd. shall:

1. Attend pre-bid conferences and respond to all contractor questions/comments in written format.
2. Assist the County in obtaining bids.
3. Assist in the tabulation and analysis of bids and furnish recommendations on the award of the construction contract.

D. CONSTRUCTION PHASE

AIA Engineers, Ltd. Shall:

1. Attend and assist County in pre-construction conferences.
2. Review proposed substitutions that may result in a cost savings to County.
3. Review and approve selected project submittals.
4. Respond to all contractor questions/comments in written format.
5. Attend field meetings upon request of the County.
6. Conduct a final inspection for each bridge and issue a punch list of deficiencies that shall be corrected by the contractor and issue a letter of completion.

E. ADDITIONAL SERVICES

Any additional services required by the County shall be performed at an approved fixed hourly rate such as:

1. Extensive roadway reconstruction plans.
2. Perform hydrologic/hydraulic study of the channels.
3. Right-of-way drawings.
4. Demolition plans.
5. Channel improvements beyond what is immediately under the bridge.
6. Record drawings.
7. Provide final CADD files.

V. TIMEFRAME & PROJECT SCHEDULE

- | | | |
|----|--|------------------|
| A. | Preliminary Design (30%) From Date of Notice To Proceed | 45 Calendar Days |
| B. | 90% Submittal After Notice To Proceed for Final Design | 30 Calendar Days |
| C. | 100% Submittal | 21 Calendar Days |

ATTACHMENT "A2"

FEE SCHEDULE FOR ENGINEERING SERVICES FOR ONE (1) BRIDGE REPLACEMENT FORT BEND COUNTY, TEXAS

120800AA0755-001, JESKE ROAD OVER FAIRCHILDS CREEK

I. Fee Proposal – Jeske Road Bridge

BASIC FEE:

Preliminary (40%) Design (40%) Contract (5%) Construction (15%)

Level of effort fee (does not include Traffic Control or SWPPP):

\$ 39,167

Preliminary Phase 40% = \$ 15,667

Design Phase 40% = \$ 15,667

Contract Phase 5% = \$ 1,958

Construction Phase 15% = \$ 5,875

ADDITIONAL SERVICES AND CHARGES:

The Engineer, upon prior written authorization from the County, shall furnish the following additional services, and the County shall compensate the Engineer as set forth below. Subcontract Expense is that incurred by the Engineer in employment of outside firms for services such as surveying, soil borings and tests, aerial photography, construction of physical models, and similar services and shall incur a 10% markup for management of subconsultant.

| <u>SERVICES</u> | <u>BASIS OF COMPENSATION</u> |
|---|--|
| Topographic survey (Landtech) 1. Topographic survey for limits extending 200 feet each side of the bridge including maximum 100-foot station cross-sections for the project limits. 2. Bridge survey. 3. Cross sections of creeks 100' upstream and downstream of the bridge face. | Lump sum amount of \$8,778. (includes 10% markup for management of subconsultant) |
| B. Geotechnical Services (Geotech Engineering & Testing) - Obtain borings for use in bridge design and incorporate data in a geotechnical report | Lump sum amount of \$13,762 (includes 10% markup for management of subconsultant) |

| | |
|---|--|
| C. Geotechnical Services (Geotech Engineering & Testing) - Obtain borings for slope stability testing and incorporate data in a geotechnical report with recommendations for slope stabilization | Lump sum amount of \$10,400 (includes 10% markup for management of subconsultant) |
| D. Environmental Services (Geotech Engineering & Testing) - Wetlands Delineation - Threatened & Endangered Species Assessment - Archeological Review | Lump sum amount of \$4,345 (includes 10% markup for management of subconsultant) |
| E. SWPPP | Lump sum amount of \$2,000 |
| F. Traffic Control Plan | Lump sum amount of \$1,500 |
| G. Prepare "record drawings" utilizing red lined drawings provided by the contractor of significant changes made in the Work during the construction of the Project. | Hourly as shown on Exhibit B. not to exceed \$2,500. |
| H. Changes in the scope or work outside the scope of services requested by the County. | If changes are due to error or omission of Engineer, no additional compensation. Otherwise, Direct Labor for services performed by the Engineer's employees and sub-consultant's employees (estimated \$3,000) |
| TOTAL ADDITIONAL SERVICES | \$46,285 |

TOTAL FEE FOR PROJECT:

Basic Fee \$ 39,167

Additional Services \$ 46,285

Total Fee \$ 85,452

Attachments

A2-1 Engineering Fee Schedule
A2-2 Survey Services Fee Schedule
A2-3 Geotechnical Fee Schedule
A2-4 Environmental Fee Schedule

ATTACHMENT "A2-1"
ENGINEERING FEE SCHEDULE

PRIME PROVIDER NAME: AIA Engineers, LTD.
PROJECT NAME: JESKE RD OVER FAIRCHILD'S CREEK

| TASK DESCRIPTION | PROJECT MANAGER | PROJECT ENGINEER | DESIGN ENGINEER | ENGINEERING TECHNICIAN | CADD OPERATOR | CLERICAL | TOTAL LABOR HRS. & COSTS | NO OF DWGS | LABOR HRS PER SHEET |
|---|--------------------|---------------------|--------------------|---------------------------|------------------|----------|--------------------------------|---------------|------------------------|
| BRIDGE DESIGN | | | | | | | | | |
| BRIDGE LAYOUT | 4 | 8 | 8 | 12 | 8 | | 40 | 1 | 40 |
| FOUNDATION LAYOUT | 2 | 2 | 6 | 8 | 8 | | 28 | 1 | 28 |
| ABUTMENT DETAILS | 2 | 6 | 8 | 8 | 16 | | 40 | 1 | 40 |
| INTERIOR BENT DETAILS | 2 | 6 | 8 | 8 | 8 | | 32 | 1 | 32 |
| FRAMING PLAN | 2 | 4 | 8 | 8 | 8 | | 30 | 1 | 30 |
| BEAM DETAILS | 2 | 6 | 8 | 8 | 8 | | 32 | 2 | 16 |
| SLAB PLAN AND SECTIONS | 2 | 4 | 8 | 8 | 8 | | 30 | 1 | 30 |
| BRIDGE STANDARDS | | 1 | 5 | | 5 | | 11 | 5 | 2 |
| ROADWAY & DRAINAGE DESIGN | | | | | | | | | |
| ROADWAY LAYOUT | 4 | 12 | 10 | 8 | 12 | | 46 | 1 | 46 |
| DETOUR PLAN | 2 | 2 | 8 | 8 | 8 | | 28 | 1 | 28 |
| SW3P LAYOUT | 2 | 2 | 4 | 4 | 8 | | 20 | 1 | 20 |
| ROADWAY & DRAINAGE STANDARDS | | 1 | 4 | | 4 | | 9 | 4 | 2 |
| MANAGING CONTRACTED PER SERVICES | | | | | | | | | |
| PROJECT MANAGEMENT & COORDINATION | 8 | | | | | | 8 | N/A | N/A |
| HOURS SUB-TOTALS | 32 | 54 | 85 | 80 | 101 | 0 | 352 | 20 | |
| RATE PER HOUR | \$195.00 | \$165.00 | \$136.00 | \$100.00 | \$81.00 | \$65.00 | | | |
| TOTAL LABOR COSTS | \$6,240.00 | \$8,370.00 | \$11,560.00 | \$8,000.00 | \$8,181.00 | \$0.00 | \$42,351.00 | | |
| % DISTRIBUTION OF STAFFING | 9.09% | 15.34% | 24.15% | 22.73% | 28.69% | 0.00% | | | |
| SUBTOTAL | | | | | | | \$42,351.00 | | |

| OTHER DIRECT EXPENSES | # OF UNITS | COST/UNIT | |
|---|------------|-----------|-----------------|
| Mileage (# of miles) (current state rate) | 100 | \$0.560 | \$56.00 |
| Courier Services | 3 | \$28.00 | \$75.00 |
| Photocopies 11 x 17 | 500 | \$0.20 | \$100.00 |
| Mail (11 x 17) | 20 | \$4.00 | \$80.00 |
| CD Archive | 1 | \$5.00 | \$5.00 |
| | | | \$0.00 |
| SUBTOTAL DIRECT EXPENSES | | | \$316.00 |

| | |
|---|--------------------|
| SUMMARY | |
| TOTAL COSTS FOR AIA ONLY | \$42,351.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR AIA ONLY | \$316.00 |
| GRAND TOTAL | \$42,667.00 |

ATTACHMENT "A2-2"
SURVEY SERVICES FEE SCHEDULE



LANDTECH CONSULTANTS, INC.

Civil Engineering • Land Surveying

March 12, 2014

Mr. Steve Lewis, PE
AIA Engineers, Ltd.
15310 Park Row
Houston, Texas 77018

RE: New Fort Bend County Bridge- Jeske Road over Fairchild's Creek

Dear Mr. Lewis:

It is my pleasure to submit the following proposal for providing professional surveying services for the above referenced project. The scope of work will be as follows:

Provide topographic survey for existing bridge at Jeske Road over Fairchild's Creek. The limit extends 200 foot at both ends of the bridge between the ROW lines, and 100 foot of channel on either side. Provide 2D CAD files of the field data and a DTM file in Geopak.

| | | |
|-------------------------------|------------------|-------------------|
| Field Party..... | 24hr x \$145.00= | \$3,960.00 |
| Reg. Prof. Land Surveyor..... | 4hr x \$130.00= | \$ 540.00 |
| Technician..... | 20hr x \$ 85.00= | \$1,740.00 |
| CAD Operator..... | 20hr x \$ 85.00= | <u>\$1,740.00</u> |

TOTAL FEE \$7,980.00

Thank you for the opportunity to submit this proposal.

Sincerely,

Paul P. Kwan, RPLS
President

TBPLS Firm 10019100

\\users\jcc\projects\AIA\Engineers\newbridge\jeske rd over fairchild's creek\03/12/2014



ATTACHMENT "A2-3"
GEOTECHNICAL FEE SCHEDULE
GEOTECH ENGINEERING and TESTING

Geotechnical, Environmental, Construction Materials, and Forensic Engineering



ACCREDITED

AIA Engineers, Ltd.
15310 Park Row
Houston, Texas 77018

Attention: Mr. Steve Lewis, P.E.

Proposal No. P14-084
March 12, 2014
Tel.: 281-493-4140
E-mail: slewis@aiainc.com

**PROPOSAL FOR
GEOTECHNICAL EXPLORATION STUDY
JESKE ROAD BRIDGE OVER FAIRCHILDS CREEK
FORT BEND COUNTY, TEXAS**

Gentlemen:

At your request, we are pleased to submit this proposal for bridge replacement at the above-referred project. The planned facilities were discussed in detail with Mr. Steve Lewis, P.E. in order to plan our studies that would provide the necessary design and construction data.

INTRODUCTION

It is planned to replace a bridge, Jeske Road Bridge over Fairchilds Creek in Fort Bend County, Texas. We understand that the proposed facilities will consist of the following:

| Facility | Remarks |
|------------------------------|--|
| Bridge over Fairchilds Creek | Typical bridge section will consist of two, 12' lanes with curb and gutters. The channel depth is about 13.6-ft deep with roughly 2(h):1(v) side slopes. Currently, the slopes are covered with grass. |



We will not perform the geotechnical exploration for the road and bridge structures in accordance with the TxDOT Standards.

We understand that the scope of our work will not include review of plans and specifications prior to the final design.

This proposal is divided into two sections. Each section will be discussed and estimated separately. These sections are as follows:

- o Geotechnical exploration for the bridge.
- o Geotechnical study for the bridge slope-stability.

GEOTECHNICAL EXPLORATION

Surveying

The client will establish and provide GET the boring coordinates and ground surface elevations. GET will mark the boring locations in the field so that the survey crew can locate them.

Checking for Utilities

GET will call Texas One-Call for the locations of utilities. GET will coordinate these activities. GET will not hire a contractor to conduct subsurface utility studies to find location of any and all utilities. This is not the scope of GET work.

Drilling and Sampling

At the request of Mr. Steve Lewis, P.E., we will evaluate the soils stratigraphy and groundwater conditions for the proposed facilities by drilling two sample borings to a depth of 65-ft.

Samples will be obtained continuously to the boring completion depths. Standard Penetration Tests (SPT) shall be conducted in the sands. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory unconfined compression and Torvane tests used to supplement laboratory shear strength data.

Groundwater

Depth to groundwater will be important for design and construction of the water lines. For this reason, borings will be drilled dry and the depth at which groundwater is encountered will be recorded. Water levels will be measured after a 24-hour period in the boreholes.

Borehole Backfilling

All boreholes will be mounded and backfilled with on-site soils after drilling and sampling.



LABORATORY TESTING

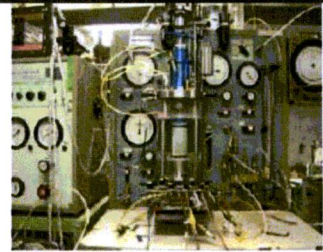
Laboratory tests will vary with the soils encountered, but will be planned to evaluate soils design parameters for the proposed bridge, slope-stability and erosion protection.

It is anticipated that the tests will include hand penetrometer, torvane, unconfined compression, unit weight, moisture content, liquid and plastic limit tests, gradation, and hydrometers.



There will be additional detailed testing for the bridge slope stability and erosion protection. These tests will consist of Triaxial Shear tests for slope stability, crumb and pinhole tests to evaluate the dispersive characteristics of the on-site soils.

All of the subsoils will be classified in general accordance with the American Society of Testing Materials (ASTM) Soil Classification System. All tests will be performed in general accordance with the ASTM Procedures.



ENGINEERING ANALYSES AND REPORTING

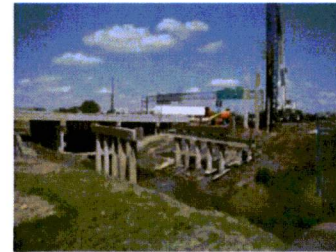
The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented and recommendations made relative to the following:

- Summary.
- Color Pictures of the project.
- Geology.
- Generalized soils stratigraphy and groundwater levels.
- Groundwater data.
- Recommendations on subsoil dispersive characteristics.
- Erosion recommendations, including the use of grass and concrete lining for erosion protection.
- Recommendations on subsoil stabilization, if necessary.
- Recommendations on the use of excavated materials as fill.
- Recommendations on earthwork, select fill and construction procedures.
- Recommendations on site drainage.
- Constructability considerations pertaining to the construction of the channel.
- Recommendations for the foundation design for bridge over Fairchilds Creek. This consists of drilled footings as well as piles.
- Pier/pile capacity curves as a function of depth.
- Group effects.
- Pier/pile settlement.



ATTACHMENT "A2-3" ~ GEOTECHNICAL FEE SCHEDULE

- L-Pile soil design parameters for lateral load analysis.
- General recommendations on scour around the piers/piles, for both cohesive and cohesionless soils, including D_{50} values; detailed scour analysis will not be conducted.
- Recommendations on pile driving and drilled footings installing considerations.
- Slope-stability results of bridge embankment at the creek bridge, including suitable slopes using computer slope-stability analysis and soil erosion control recommendations.
- Computer slope-stability recommendations for short-term, long-term and rapid draw down conditions.
- Recommendations on potential construction issues.



COST ESTIMATE

General

Based on the scope of work outlined above, we estimate the cost for field, laboratory, and engineering services to be as shown on Plates 1 through 3. This estimate assumes underground obstructions will not be encountered that require boring relocations. GET is not responsible for damages to underground utilities, man-made utilities, etc. We also assume that the alignment is accessible to our truck-mounted drilling rig. We understand that all of the boring elevations will be provided by the client prior to completion of GET draft report. Our cost estimate includes one draft report copy and one final report copy. A digital copy of the report will also be provided. Additional report copies will be provided at a separate charge. All of our field and laboratory test data will be submitted on our boring logs. The scope of our work will not include pavement design.



Cost Summary

A summary of project cost is presented below:

| <u>Scope of Work</u> | <u>Estimated Cost</u> | <u>Plates</u> |
|--|-----------------------|---------------|
| Geotechnical Exploration for the Bridge | \$12,510.50 | 1-2 |
| Additional Geotechnical Study (Slope-Stability and Erosion Studies) for the Bridge | <u>9,454.50</u> | 3 |
| Estimated Total \$ <u>21,965.00</u> | | |

ATTACHMENT "A2-3" ~ GEOTECHNICAL FEE SCHEDULE

REPORT REVIEWS AND COMMENTS

Our report will be submitted to AIA Engineers, Ltd. (AIA) in a draft form for comments. Once these reviews are completed, a final report will be issued. All of these comments will be incorporated in the final report. The client agrees that all reviews are complete once a notice for a final report is issued. Any changes to the final report will be outside the scope of our study. We will incorporate any future comments after the final report is issued on a time and materials basis per the applicable fee schedule.



TIME SCHEDULES

We estimate that the field work can be started immediately after authorization is received. The project schedule will be as follows:

| No. of Working Days | | | | |
|--------------------------|--------------------------|------------|--------------------|--------------|
| <u>Utility Clearance</u> | <u>Field Exploration</u> | <u>Lab</u> | <u>Engineering</u> | <u>Total</u> |
| 5 | 5 | 20 | 20 | 50 |

Preliminary recommendations will be submitted during the course of the exploration, if required to expedite design.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING

David A. Eastwood, P.E., C.A.P.M.
Principal Engineer

ACCEPTED BY: _____

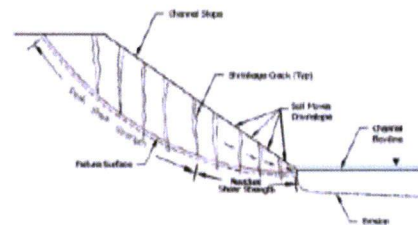
PRINTED NAME: _____

DATE: _____

Enclosures: Cost Estimate - Plates 1 through 3
General Conditions

Copies Submitted: (1) AIA Engineering, Ltd. – Mr. Steve Lewis, P.E.
(1) DAE

Slope-Stability



ATTACHMENT "A2-3" ~ GEOTECHNICAL FEE SCHEDULE

| Estimated Cost Summary (Bridge Structure) | | | | | | | | | | Consultant Proposal Breakdown | | | | | | | | | |
|--|---|--|--|--|--|--|--|--|--|-------------------------------|-----------------|-------------------|------------------|---------------------|-----------------|--------------------|----------|--------------------|----------|
| Jeske Road Bridge over Fairchilds Creek Fort Bend County, Texas | | | | | | | | | | Principal Engineer | Senior Engineer | Graduate Engineer | Field Technician | Typing/ Drafting | Unit of Measure | Estimated Quantity | Rate | Subtotal (Cost \$) | |
| Date: March 12, 2014 | | | | | | | | | | | | | | | | | | | |
| Task No. | Task Description | | | | | | | | | \$200.00 | \$125.00 | \$88.00 | \$48.00 | \$48.00 | | | | | |
| Bridge Structure | | | | | | | | | | | | | | | | | | | |
| Project Initiation upon Receiving NTP | | | | | | | | | | | | | | | | | | | |
| Field Investigation | | | | | | | | | | | | | | | | | | | |
| 1 | Coordinate with Client in obtaining the updated information of the project | | | | | | | | | | | 0.5 | | | | | \$48.00 | | |
| 2 | Develop a Drilling Plan | | | | | | | | | | 0.5 | 1 | | | | | \$160.50 | | |
| 3 | Staking the Two (2) Borings in the Field, Bridge Borings | | | | | | | | | | | 5 | | | | | \$480.00 | | |
| 4 | Vehicle Charge | | | | | | | | | | | | | | HR | 5 | \$7.50 | \$37.50 | |
| 5 | Coordinate with Surveyors to Locate & Tie in Borings at Site | | | | | | | | | | | 1 | | | | | \$68.00 | | |
| 6 | Field Coordination during Drilling including Utility Clearance, Texas One Call, and/or obtain drilling permission | | | | | | | | | | | 3 | | | | | \$294.00 | | |
| 7 | Mobilization / Demobilization | | | | | | | | | | | | | | LS | 1 | \$400.00 | \$400.00 | |
| 8 | Drilling and Sampling Two Borings | | | | | | | | | | | | | | | | | | |
| 9 | Continuous (0' - 10') | | | | | | | | | | | | | | LF | 20 | \$18.00 | \$360.00 | |
| 10 | Intermittent (10' - 50') | | | | | | | | | | | | | | FT | 80 | \$18.00 | \$1,440.00 | |
| 11 | Intermittent (50' - 65') | | | | | | | | | | | | | | FT | 30 | \$18.00 | \$540.00 | |
| | | | | | | | | | | Subtotal | | | | | | | | \$3,709.00 | |
| Laboratory Testing | | | | | | | | | | | | | | | | | | | |
| 10 | Assign Laboratory Tests, Looking at Soil Samples | | | | | | | | | | 0.5 | 2 | | | | EA | 26 | \$8.00 | \$208.00 |
| 11 | Water Content (all samples) | | | | | | | | | | | | | | | EA | 14 | \$53.00 | \$742.00 |
| 12 | Liquid and Plastic Limits | | | | | | | | | | | | | | | EA | 8 | \$41.00 | \$328.00 |
| 13 | Percent Passing #200 Sieve | | | | | | | | | | | | | | | EA | 3 | \$110.00 | \$330.00 |
| 14 | Sieve Analysis with Hydrometer | | | | | | | | | | | | | | | EA | 16 | \$4.00 | \$64.00 |
| 15 | Torsion | | | | | | | | | | | | | | | EA | 16 | \$3.00 | \$48.00 |
| 16 | Hand Penetrometer | | | | | | | | | | | | | | | EA | 12 | \$39.00 | \$468.00 |
| 17 | Unconfined Compression | | | | | | | | | | | | | | | EA | 12 | \$39.00 | \$468.00 |
| | | | | | | | | | | Subtotal | | | | | | | | \$2,446.50 | |
| Engineering Analysis and Report | | | | | | | | | | | | | | | | | | | |
| 18 | Prepare Plan of Borings | | | | | | | | | | | 0.5 | | | | | | \$48.00 | |
| 19 | Analyze field and laboratory test results | | | | | | | | | | | 1.5 | | | | | | \$147.00 | |
| 20 | Prepare summary of laboratory test data | | | | | | | | | | | 1 | | | | | | \$98.00 | |
| 21 | Edit and prepare final boring log profiles | | | | | | | | | | 1 | 4 | | | | | | \$517.00 | |
| 22 | Prepare and develop boring log profiles | | | | | | | | | | | 1 | | | | | | \$98.00 | |

ATTACHMENT "A2-3" - GEOTECHNICAL FEE SCHEDULE

Jeske Road Bridge over Fairchilds Creek
Fort Bend County, Texas

| Consultant Proposal Breakdown | | | | | | | | | |
|-------------------------------|--|--------------------|-----------------|-------------------|------------------|-----------------|-----------------|--------------------|-------------|
| Task No. | Task Description | Principal Engineer | Senior Engineer | Graduate Engineer | Field Technician | Typing/Drafting | Unit of Measure | Estimated Quantity | Rate |
| Billing Rate per Hour | | | | | | | | | |
| | | \$200.00 | \$125.00 | \$98.00 | \$48.00 | \$48.00 | | | |
| 23 | Develop Geotechnical Recommendations | 2 | 4 | 10 | | | | | \$1,880.00 |
| 24 | Develop parameters for Design of Pile and Drilled Footings | | 1 | 2 | | | | | \$321.00 |
| 25 | Recommendations for Lateral and Upset Capacity | | 1 | 2 | | | | | \$321.00 |
| 26 | L-PM Soil Parameters for Lateral Loading | | 0.5 | 1 | | | | | \$160.50 |
| 27 | Burrow Materials Analysis | | 1 | 3 | | | | | \$418.00 |
| 28 | Evaluation of Constructability | | 4 | 8 | | | | | \$1,684.00 |
| 29 | Document the results of soil exploration, laboratory testing and geotechnical recommendations in a geotechnical report | 2 | | | | 10 | | | \$400.00 |
| 30 | Technical Typing/Drafting | | | | | | | | \$200.00 |
| 31 | Report Reproduction | | | | | | | | \$6,354.50 |
| Subtotal | | | | | | | | | \$12,510.00 |
| Total | | | | | | | | | \$12,510.00 |

ATTACHMENT "A2-3" ~ GEOTECHNICAL FEE SCHEDULE

| Estimated Cost Summary (Slope-Stability and Erosion Protection) | | | | | | | | | |
|---|--|--------------------|-----------------|-------------------|------------------|-----------------|-----------------|--------------------|--------------------|
| Jeske Road Bridge over Fairchilds Creek | | | | | | | | | |
| Fort Bend County, Texas | | | | | | | | | |
| Geotechnical Engineering and Testing | | | | | | | | | |
| March 12, 2014 | | | | | | | | | |
| Task No. | Task Description | Principal Engineer | Senior Engineer | Graduate Engineer | Field Technician | Typing/Drafting | Unit of Measure | Estimated Quantity | Subtotal (Cost \$) |
| Billing Rate Per Hour | | | | | | | | | |
| * LEVEL OF EFFORT * | | | | | | | | | |
| Bridge Structure, Slope-Stability, Erosion Protection | | | | | | | | | |
| Laboratory Testing | | | | | | | | | |
| 1 | Assign Laboratory Testing | | | 1 | | | EA | 2 | \$95.00 |
| 2 | Multi-Stage Consolidated Undrained Triaxial Test with Pore Pressure | | | | | | EA | 2 | \$1,800.00 |
| 3 | Permeability Tests | | | | | | EA | 2 | \$2,461.00 |
| 4 | Crumb Test | | | | | | EA | 4 | \$132.00 |
| Subtotal | | | | | | | | | \$4,322.00 |
| Engineering Analysis and Report | | | | | | | | | |
| 5 | Develop Geotechnical Recommendations | | 1 | 2 | | | | | \$321.00 |
| 6 | Develop parameters for slope stability | 1 | 3 | 12 | | | | | \$1,751.00 |
| 7 | Perform Slope-Stability Analysis | | 0.5 | 2 | | | | | \$298.50 |
| 29 | Erosion Protection Recommendations | | | | | | | | |
| 30 | Document the results of soil exploration, laboratory testing and geotechnical recommendations in a geotechnical draft report | 3 | 6 | 12 | | | | | \$2,526.00 |
| 30 | Technical Typing/Drafting | | | | | 6 | | | \$276.00 |
| Subtotal | | | | | | | | | \$5,132.50 |
| Total: | | | | | | | | | \$9,454.50 |

ATTACHMENT "A2-3" - GEOTECHNICAL FEE SCHEDULE GENERAL CONDITIONS

PAYMENT TERMS - The entire payment is due upon receipt of our invoice. If payment is not received within ten (10) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, David Eastwood hourly charges spent on collections, or any other cost incurred in collecting delinquent accounts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 2, located at 101 S. Richey, Suite B, Pasadena, Harris County, Texas 77506. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.

In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE - GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by GET in connection with the services requested or performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.

RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for GET to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but have not included in our fee the cost of restoration of damage which may result. If client desires restoration of the property to its former condition, an additional fee will be required and notice of such desire must be provided in writing to GET, prior to our completion of services under this contract.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects on the property where the field tests or boring will be performed. GET's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If GET is cautioned, advised, or given data, in writing, revealing the presence or potential presence of underground or overground obstructions, such as utilities, GET will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and hold GET harmless from all claims, suits, losses, personal injury, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to GET in writing, or to reimburse GET for expenses incurred defending any such claims or suits, including reasonable attorneys' fees.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests. Drilling samples or other specimens will be disposed of 14 days after submission of our report. Upon written request, GET will retain test specimens or drilling samples for a specified period of time, to be determined at the time of the writing. An acceptable storage charge will be determined prior to such storage.

OWNERSHIP OF DOCUMENTS - Final documents become the property of Fort Bend County upon completion of the work.

SAFETY - Should GET provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by GET is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISIT - Client agrees that GET will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GET will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by GET will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by GET to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that GET is observing placement of all materials. Full-time inspections mean that an employee of GET has been assigned for eight-hour days during regular business hours. Any alteration of plans, including but not limited to, alteration of blueprints, specifications, recommendations, etc. by the Client or a third party, shall relieve GET of all liability for damages incurred, directly or indirectly, from such changes.

Initial _____



ATTACHMENT "A2-4"
ENVIRONMENTAL FEE SCHEDULE
GEOTECH ENGINEERING and TESTING

Geotechnical, Environmental, Construction Materials, and Forensic Engineering



By E-mail and Regular Mail

AIA Engineers, Ltd.
15310 Park Row
Houston, Texas 77018

Attention: Mr. Steve Lewis, P.E.

Proposal No. P14-086
March 13, 2014
Tel.: 281-493-4140
E-mail: slewis@aiainc.com

**PROPOSAL FOR
PHASE I ENVIRONMENTAL SITE ASSESSMENT STUDY
JESKE ROAD BRIDGE OVER FAIRCHILDS CREEK
FORT BEND COUNTY, TEXAS**

Gentlemen:

We are pleased to submit this proposal for the above-referenced project. The planned facilities were discussed in detail with Mr. Steve Lewis, P.E. in order to plan a study that would provide the necessary design and construction data.

Introduction

It is planned to replace Jenske Road Bridge over Fairchilds Creek in Fort Bend County, Texas. The scope of our work will consist of conducting a Phase I Environmental Site Assessment Study for this project.

Phase I Environmental Site Assessment

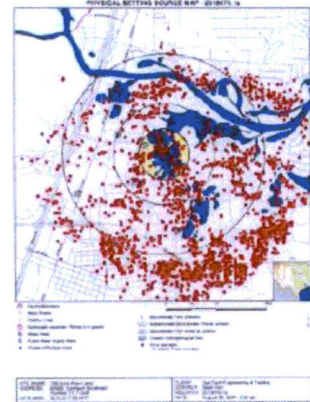
The scope of our Preliminary Phase I Environmental Site Assessment (ESA) will be in general accordance with the ASTM 1527-00. In general, the scope of our Phase I Environmental Site Assessment will include the following:

- o Site Reconnaissance.
- o Review of the specified Federal, State and Local Regulatory Agency Records.
- o Review of Aerial Photos.
- o Review of Water Wells.
- o Review of Oil and Gas Well Maps.



ATTACHMENT "A2-4" ~ ENVIRONMENTAL FEE SCHEDULE

- o Review of Flood Insurance Rate Maps.
- o Interviews with some Owners or Occupants.
- o The scope of our work will include providing wetland maps. However, we will not conduct a wetland study.
- o Report of the Observations and Findings
- o Recommendations on the necessity of a Phase II ESA



Cost Estimate

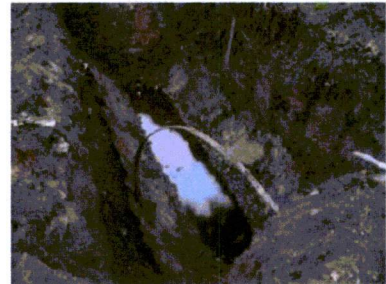
Based on the scope of work outlined above, we estimate the cost for our engineering services to be \$3,950. Our cost estimate includes one draft and one final report copy. Additional report copies will be provided for additional charges. We will also provide a PDF copy of the report on a CD. It should be noted that all regulatory agency records will be provided in a CD as an Appendix in our report. The scope of our work does not include going to TCEQ Offices or pay for files from TCEQ regarding any environmental issues with the site.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING

David A. Eastwood, P.E., C.A.P.M.
Principal Engineer



ACCEPTED BY: _____

PRINTED NAME: _____

COMPANY NAME: _____

DATE: _____

Enclosures: General Conditions

Copies Submitted: (1) AIA Engineers, Ltd. – Mr. Steve Lewis, P.E.
(1) DAE



ATTACHMENT "A2-4" - ENVIRONMENTAL FEE SCHEDULE GENERAL CONDITIONS

PAYMENT TERMS - The entire payment is due upon receipt of our invoice. If payment is not received within ten (10) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, David Eastwood hourly charges spent on collections, or any other cost incurred in collecting delinquent accounts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 2, located at 101 S. Richey, Suite B, Pasadena, Harris County, Texas 77506. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.

In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE - GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by GET in connection with the services requested or performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.

RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for GET to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but have not included in our fee the cost of restoration of damage which may result. If client desires restoration of the property to its former condition, an additional fee will be required and notice of such desire must be provided in writing to GET, prior to our completion of services under this contract.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects on the property where the field tests or boring will be performed. GET's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If GET is cautioned, advised, or given data, in writing, revealing the presence or potential presence of underground or overground obstructions, such as utilities, GET will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and hold GET harmless from all claims, suits, losses, personal injury, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to GET in writing, or to reimburse GET for expenses incurred defending any such claims or suits, including reasonable attorneys' fees.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests. Drilling samples or other specimens will be disposed of 14 days after submission of our report. Upon written request, GET will retain test specimens or drilling samples for a specified period of time, to be determined at the time of the writing. An acceptable storage charge will be determined prior to such storage.

OWNERSHIP OF DOCUMENTS - Final documents become the property of Fort Bend County upon completion of the work.

SAFETY - Should GET provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by GET is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISIT - Client agrees that GET will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GET will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by GET will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by GET to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that GET is observing placement of all materials. Full-time inspections mean that an employee of GET has been assigned for eight-hour days during regular business hours. Any alteration of plans, including but not limited to, alteration of blueprints, specifications, recommendations, etc. by the Client or a third party, shall relieve GET of all liability for damages incurred, directly or indirectly, from such changes.

Initial _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2014

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).

PRODUCER
Michael J Hall & Company
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Michael J Hall & Company CA License #0792445

PHONE (A/C, No, Ext): 360-598-3700

FAX (A/C, No):

E-MAIL ADDRESS: certificates@hallandcompany.com

INSURED 1258
AIA Engineers Ltd
15310 Park Row Drive
Houston TX 77084

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A: The Charter Oak Fire Insurance Comp 25615

INSURER B: The Travelers Indemnity Company 25658

INSURER C: Continental Casualty Company 20443

INSURER D: TRAVELERS CAS & SURETY CO OF AMER 31194

INSURER E: TRAVELERS LLOYDS INS CO 41262

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 349901312

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 |
|----------|---|-----------|--|---------------|-------------------------|-------------------------|--|
| E | GENERAL LIABILITY | | | PACP5364X773 | 7/1/2013 | 7/1/2014 | 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) \$5,000 |
| | <input checked="" type="checkbox"/> OCP/XCU/BFPD | | | | | | PERSONAL & ADV INJURY \$1,000,000 |
| | <input checked="" type="checkbox"/> Cross Liability | | | | | | GENERAL AGGREGATE \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | BA9B652114 | 7/1/2013 | 7/1/2014 | 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 | | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | CUP9B654899 | 7/1/2013 | 7/1/2014 | EACH OCCURRENCE \$4,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | | | AGGREGATE \$4,000,000 |
| | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 257427954 | 7/1/2013 | 7/1/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N | | | | E.L. EACH ACCIDENT \$1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | Professional Liab Claims Made | | | 105277249 | 5/1/2013 | 5/1/2014 | \$2,000,000 Per Claim \$2,000,000 Aggregate |

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

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

Job Name: Jeske Road Bridge over Fairchilds Creek

Other Additional Insured Are: FORT BEND COUNTY ENGINEERING

CERTIFICATE HOLDER

CANCELLATION

FORT BEND COUNTY ENGINEERING
Attn to: DeWAYNE O. DAVIS, P.E.
301 Jackson Street
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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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

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
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
 - b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
- subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "Insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Section II.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.