

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 IDC, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services for the construction of a four-lane concrete boulevard with storm sewer and ditch culverts under the Fort Bend County 2013 Mobility Bond Program – Sansbury Boulevard from Grand Estates to Williams Way Boulevard – Project No. 13111 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, Contractor 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

Section I. Scope of Services

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

Section II. Personnel

2.1 Contractor 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 Contractor 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 Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor 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.

Section III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is three hundred thirty-six thousand two hundred eighty-four dollars and 00/100 (\$336,284.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor 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 Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard 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.

Section IV. Limit of Appropriation

4.1 Contractor 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 three hundred thirty-six thousand two hundred eighty-four dollars and 00/100 (\$336,284.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed three hundred thirty-six thousand two hundred eighty-four dollars and 00/100 (\$336,284.00).

Section V. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter.

Contractor 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.

Section 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.

Section VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon forty-eight (48) hours 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor'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 Contractor.

Section VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor 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. Contractor shall promptly furnish all such data and material to County on request.

Section IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor 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.

Section X. Insurance

10.1 Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence 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. 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. All Liability policies including Workers' Compensation written on behalf of Contractor 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, Contractor 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.

Section XI. Indemnity

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

Section XII. Confidential and Proprietary Information

12.1 Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in

Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

12.5 Contractor 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.

Section XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor 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 contractor or, where permitted, of its subcontractors.

13.2 Contractor 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.

Section 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
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Contractor: IDC, Inc.
Attn: Jim Gonzales
11111 Wilcrest Green #250
Houston, Texas 77042

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.

Section XV. Compliance with Laws

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

Section XVI. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor 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 standards.

16.2 Contractor warrants 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.

Section XVII. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

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.

Section 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.

Section XIX. Successors and Assigns

County and Contractor 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.

Section XX. Third Party Beneficiaries

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

Section 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.

Section 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 Contractor 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.

Section 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.

Section XXIV. Conflict

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


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 24th day of February, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

2-24-15
Date

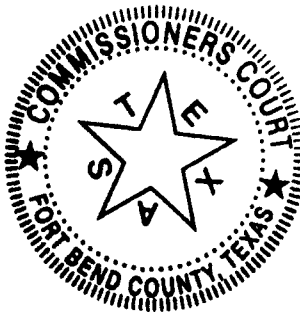
IDC, Inc.


Jim Gonzales, President & CEO

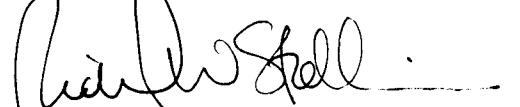
2-17-15
Date

ATTEST:


Laura Richard, County Clerk

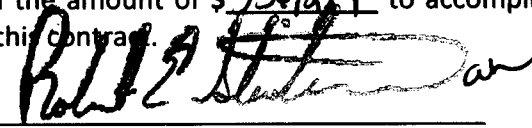


APPROVED:


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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$336,284 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

MDS

EXHIBIT A

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

**For
Sansbury Boulevard
From Grand Estates to Manford Boulevard
Precinct 1
Fort Bend County – Mobility Projects**

GENERAL PROJECT OVERVIEW

The scope of services for this project will be divided into three phases: the Study Phase, the Design Phase and the Bidding and Award Phase. The Study Phase will include the professional engineering services for the preparation of the Preliminary Engineering Report to include, Drainage Report, Geotechnical Report, Right-Of-Way Maps, cost estimate, utility conflict list and SWPPP. The Design Phase shall include the professional engineering services for the preparation of the Plans and Project Manual required for the bidding and construction Sansbury Boulevard. The Bidding and Award Phase will include attending the pre-bid meeting, preparing one addendum if needed, and evaluating the bids and recommending award of contract.

The project consists of the connecting Sansbury Boulevard from southwest of the stub-out provided at Grand Estates to Williams Way Boulevard at Manford Boulevard. The new location facility will be a curb and gutter four-lane boulevard with raised grass median following the Harris County design criteria, with 12 foot lanes, 32' median, 100' Right-Of-Way (ROW) corridor and a 45 mph design speed. Drainage will be storm sewer to be connected to the existing ditch system for ultimate fall at the detention pond south of the Sansbury Boulevard

Engineering Services are to be performed in accordance with the appropriate guidelines and standards as identified below, on Harris County's CP website and others as appropriate:

1. RECOMMENDED GUIDELINES FOR SUBDIVISION STREETS, Institute of Transportation Engineers, Latest Edition.
2. GUIDELINES FOR URBAN MAJOR STREETS DESIGN, Institute of Transportation Engineers, Latest Edition.
3. A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, AASHTO, Latest Edition.
4. The TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
5. DESIGN STANDARDS AND DETAILS, Fort Bend County, Engineering Department, Latest Standards.
6. THOROUGHFARE DEVELOPMENT PLAN, Fort Bend County, Latest Edition.
7. GEOMETRIC DESIGN STANDARDS, Harris County and City of Houston as modified by Fort Bend County, Engineering Department.

PHASE I – PRELIMINARY ENGINEERING SERVICES

TASK I: PROJECT COORDINATION / MANAGEMENT

- A. Project Management and Administration
- B. Project Coordination (Fort Bend County, MUD)
- C. Project Meetings. (2)
- D. Project Coordination for Survey with Cobb Fendley, Inc.
- E. Project Coordination for Geotech. Services with NInyo & Moore, Inc.
- F. Project Coordination for Engineering with Terra Associates, Inc.

TASK II: INVESTIGATE EXISTING CONDITIONS

- A. Collect Existing Studies, design, Data Reports, As-Built Drawings & GIS Maps, Exhibits
- B. Request & Evaluate Public & Private Utilities & Survey Information
 - b1. Coordinate with Utility Companies & Permitting Agencies.
 - b2. Summarize, Coordinate Effort / ID Problems / Deficiencies.
 - b3. Describe Anticipated Permit Requirement / Process / Constraints.
- C. Site Evaluation for General Roadways, Ditches, Topographic & General Conditions.
 - c1. Field Reconnaissance / Site Photographs
 - c2. Evaluate & Describe existing /Adjacent Roadway Geometrics & Deficiencies.
 - c3. Evaluate & Describe existing Utilities (Public & Private)
- D. Attend Preliminary Meeting with GEC / Drainage District /County.

TASK III: PRELIMINARY ENGINEERING LETTER REPORT

- A. Establish ROW for Sansbury Boulevard and set up ROW Alignment Exhibit.
 - a1. Set up Aerial Alignment Exhibit with ROW.
 - a2. Prepare Recommended Typical Sections.
 - a3 Evaluate & Prepare preliminary Horizontal & Vertical Alignment & Geometry.
- B. Prepare Preliminary Engineering Letter Report
 - b1 Prepare Preliminary Plan Drawings for Recommended Alignment. (Schematics).
 - b2. Prepare Preliminary Engineering Letter Report (Exist. & Prop. Conditions, Recommendations & Executive Summary)
 - b3. Miscellaneous Sheets (Cover, Typical Section & Overall, etc.)
- C. Prepare Preliminary Cost Estimate.
- D. QA/QC - Comment Resolution

PHASE I – HYDRAULIC IMPACT REPORT SERVICES

TASK IV: HYDRAULIC IMPACT REPORT

1. Data Collection
 - 1a. Collect information and data including but not limited to record construction plans, existing bridge plans, GIMS maps, available drainage studies and other technical data.
 - 1b. Conduct a field reconnaissance to identify the existing drainage systems, outfalls and drainage patterns for the project.
2. Drainage Analysis
 - 2a. Develop Existing Drainage Area Map
 - 2b. Develop Proposed Drainage Area Map
3. Bridge/Bridge Class Culvert Hydraulics
4. Preliminary Storm Sewer Design
 - a. Calculate Storm Sewer Runoffs & Calculations.
 - b. Prepare Storm Sewer Layouts.
5. Prepare Drainage Letter Report.

PHASE II – DESIGN PHASE ENGINEERING SERVICES

TASK V: PROJECT COORDINATION / MANAGEMENT

- A. Project Management and Administration (Invoice, PM)
- B. Project Coordination (GEC / Fort Bend County/Utilities)
- C. Project Meetings (3 Meetings)

TASK VI: DESIGN PHASE SERVICES

- A. Coordinate Survey & Prepare DTM & Topographic Survey
- B. Develop Misc. Sheets (Project Layout, General Notes, Abbreviation, ETC.)
- C. Update Typical Sections
- D. Traffic Control Plans (2 Phase Construction w/ Overall Layout) (1"= 40')
- E. Develop Sansbury Blvd. Roadway Plan & Profiles (1"=20)
- F. Signing & Pavement Marking Layouts
- G. Standards (Fort Bend County)
- H. Prepare and finalize drainage area plans and calculations.
- I. Prepare Inlet Drainage area layouts and calculations.
- J. Perform runoff calculations sheets and Winstorm model calculation sheets.
- K. Prepare plan/profile sheets for storm drain systems and outfall ditches, outlet structures.
- L. Prepare storms sewer lateral sheets
- M. Prepare Cross Culvert cross section layouts and culvert calculation sheets.
- N. Prepare Ditch Re-Alignment & Modifications.
- O. Prepare cross sections at 100 ft. intervals.
- P. Prepare Sansbury Boulevard Cost Estimates.

PHASE I – SUB-CONSULTANT SERVICES

TASK VII: SURVEYING BY COBB-FENDLEY, INC.

- A. Surveying - Topographic Survey

TASK VIII: ENVIRONMENTAL SERVICES COORDINATION BY BERG OLIVER CONSULTANTS

- A. Environmental Engineering Phase I Coordination Services

TASK IX: GEOTECHNICAL BY NINYO & MOORE CONSULTANTS

- A. Geotechnical Engineering Phase I Services
- B. Geotechnical Engineering Additional Services (Clear Brush @ \$2600/ Day)
(1-Day)

TASK X: ENGINEERING SERVICES BY TERRA ASSOCIATES, INC.

- A. Engineering Support Services (Estimated)

PHASE II – MISCELLANEOUS ENGINEERING SERVICES

TASK XI: REPRODUCTION BY IDC INC.

- A. Prepare Plan Sets For Distribution to Reviewing Parties.

PHASE III – CONSTRUCTION PHASE SERVICES

GEC will provide coordination & communication on Right-of-Entry for Surveying & Geotechnical and Environmental Services. ROE letters will be sent out to homeowners for property access.

TASK XII: Construction Phase Services

- A. Provide Design Clarifications.
- B. Attend Meetings (3 Meetings)
- C. Address RFI's
- D. Review Shop Drawings.

EXHIBIT B

PHASE I - PRELIMINARY ENGINEERING SERVICES - IDC INC		
TASK I	TASK I: PROJECT COORDINATION / MANAGEMENT	\$ 26,100.00
TASK II	TASK II: INVESTIGATE EXISTING CONDITIONS	\$ 14,805.00
TASK III	TASK III: PRELIMINARY ENGINEERING LETTER REPORT	\$ 35,130.00
SUBTOTAL - PRELIMINARY ENGINEERING SERVICES		\$ 76,035.00

PHASE I - HYDRAULIC IMPACT REPORT SERVICES - IDC INC.		
TASK IV	TASK IV:HYDRALIC IMPACT REPORT	\$ 31,884.00
SUBTOTAL - HYDRAULIC IMPACT REPORT SERVICES		\$ 31,884.00

PHASE II - DESIGN PHASE ENGINEERING SERVICES - IDC IN		
TASK V	DESIGN PHASE - PROJECT COORDINATION / MANAGEMENT by IDC INC.	\$ 12,720.00
TASK VI	DESIGN PHASE SERVICES by IDC INC. (Includes work by Terra TBD)	\$ 117,510.00
TOTAL PHASE II - DESIGN PHASE SERVICES ENGINEERING FEE		\$ 130,230.00

PHASE I - SUB-CONSULTANT SERVICES FEE		
TASK VII	SURVEYING by COBB-FENDLEY, INC. CONSULTANTS	\$ 62,135.00
TASK VIII	ENVIRONMENTAL COORDINATION WITH BERG-OLIVER by IDC	\$ -
TASK IX	GEOTECHNICAL SERVICES WITH NINYO & MOORE	\$ 9,000.00
TASK X	ENGINEERING SUPPORT SERVICES (TBD) by TERRA ASSOC., INC. (Included in IDC Fee)	\$ -
SUBTOTAL - SUBCONSULTANT PHASE I SERVICES		\$ 71,135.00

TOTAL PHASE I SERVICES		\$ 179,054.00
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PHASE II - MISCELLANEOUS ENGINEERING SERVICES - IDC INC.		
TASK XI	REPRODUCTION BY IDC.	\$ 2,000.00
TOTAL PHASE II - DESIGN PHASE SERVICES ENGINEERING FEE		\$ 2,000.00

PHASE III - CONSTRUCTION PHASE SERVICES - IDC INC.		
TASK XII	CONST. SRVS. (RFI, PROGRESS REPORTS ETC, (INSPECTIONS EXCLUDED) BY IDC.	\$ 25,000.00
TOTAL PHASE III - DESIGN PHASE SERVICES ENGINEERING FEE		\$ 25,000.00

PROJECT TOTAL PHASE I - PRELIMINARY ENGINEERING SERVICES FEE	\$ 179,054.00
PROJECT TOTAL PHASE II - DESIGN PHASE ENGINEERING SERVICES FEE	\$ 132,230.00
PROJECT TOTAL PHASE III - CONSTRUCTION PHASE ENGINEERING SERVICES FEE	\$ 25,000.00

GRAND TOTAL SANSBURY BLVD. FEE (PHASE I + PHASE II + PHASE III)	\$ 336,284.00
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PRELIMINARY ENGINEERING REPORT

FORT BEND COUNTY MOBILITY BOND PROGRAM
SANSBURY BOULEVARD

MANHOUR FEE ESTIMATE



Function Code / Task Description	MANAGEMENT		ENGINEERING		SUPPORT		TOTAL COST (DOLLARS)	
	Principal Engineer	Project Manager	Senior Engineer	Project Engineer	CADD Designer	CADD Tech.		Clerical
TASK I: PROJECT COORDINATION / MANAGEMENT								
A. Project Management and Administration	4	12	6	8				\$ 3,180.00
B. Project Coordination (Fort Bend County, MUD, Utility)		8	4					\$ 3,840.00
C. Project Meetings (2 Meetings)	4	8	4					\$ 3,120.00
D. Coordination For Survey (Cobb Fendley)		12	4	16				\$ 5,460.00
E. Coordination For Survey (Ninyo & More)		12	4	8				\$ 4,260.00
F. Coordination For Survey (Terra Associates)		16	4	16				\$ 6,240.00
Total Manhours	8	68	22	48	0	0	0	
Raw Salary / Rate	\$70.00	\$65.00	\$60.00	\$50.00	\$60.00	\$35.00	\$24.00	
Billing Rate w/ 3.0 Multiplier)	210.00	195.00	180.00	150.00	180.00	105.00	72.00	
Total for Project Coordination / Management by IDC, Inc.	\$ 1,680.00	\$ 13,260.00	\$ 3,960.00	\$ 7,200.00	\$ -	\$ -	\$ -	\$ 26,100.00

/Task Description	MANAGEMENT		ENGINEERING		SUPPORT		TOTAL COST (DOLLARS)	
	Principal Engineer	Project Manager	Senior Engineer	Project Engineer	CADD Designer	CADD Operator		Clerical
TASK II: INVESTIGATE EXISTING CONDITIONS								
A. Collect Existing Studies, design, Data Reports, As-Built Drawings & GIS Maps		2	2	8				\$ 1,950.00
B. Request & Evaluate Public & Private Utilities & Survey Information		2	2	8				\$ 1,950.00
b1 Coordinate with Utility Companies & Permitting Agencies		2	2	8				\$ 1,950.00
b2 Summarize Coordinate Effort / ID Problems / Deficiencies		2	2	4				\$ 1,350.00
b3 Describe Anticipated Permit Requirement / Process / Constraints		2	2					\$ 750.00
C. Site Evaluation For General Roadways, Ditches, Topographic & General Conditions								\$ -
c1 Field Reconnaissance / Site Photographs		3	3	3				\$ 1,575.00
c2 Evaluate & Describe existing / Adjacent Roadway Geometrics & Deficiencies.		2	4	8				\$ 2,310.00
c3 Evaluate & Describe existing Utilities (Public & Private)		2	2	8				\$ 1,590.00
D. Attend Preliminary Meeting with GEC / County		4	4	4				\$ 1,380.00
Total Manhours	0	21	17	51	0	0	0	
Raw Salary / Rate	\$70.00	\$65.00	\$60.00	\$50.00	\$60.00	\$35.00	\$24.00	
Billing Rate w/ 3.0 Multiplier)	210.00	195.00	180.00	150.00	180.00	105.00	72.00	
Total for Design Phase Services by IDC, Inc.	\$ -	\$ 4,095.00	\$ 3,060.00	\$ 7,650.00	\$ -	\$ -	\$ -	\$ 14,805.00

**FORT BEND COUNTY MOBILITY BOND PROGRAM
SANSBURY BOULEVARD**



/Task Description	MANAGEMENT		ENGINEERING			SUPPORT		TOTAL COST (DOLLARS)	
	Principal Engineer	Project Manager	Senior Engineer	Project Engineer	Hydraulic Engineer	CADD Designer	CADD Tech.		Clerical
TASK III: PRELIMINARY ENGINEERING REPORT									
A. Establish ROW & Set up Drawing		2		8		8			\$ 2,430.00
a1 Prepare Exhibit		2	4	8					\$ 2,310.00
a2 Prepare Recommended Typical Sections		2	4	12					\$ 2,910.00
a3 Evaluate & Prepare preliminary Horizontal & Vertical Alignment & Geometry		4	8	8					\$ 3,420.00
B. Prepare Preliminary Engineering Letter Report									\$ -
b1 Prepare Preliminary Plan Drawings (Schematic)		12	8	24		24			\$ 9,900.00
b2 Prepare Preliminary Report (Letter) (Exist. & Prop. Cond., Recon. & Exec. Summary)	1	8	16	4					\$ 5,250.00
b3 Miscellaneous Design Details (Storm & Paving)		6	12						\$ 3,330.00
C. Prepare Preliminary Cost Estimate		4		12					\$ 2,580.00
D. QA/QC - Comment Resolution		8	8						\$ 3,000.00
Total Manhours	1	48	60	76	0	32	0	0	
Raw Salary / Rate	\$70.00	\$65.00	\$60.00	\$50.00	\$60.00	\$35.00	\$25.00	\$24.00	
Billing Rate w/ 3.0 Multiplier)	210.00	195.00	180.00	150.00	180.00	105.00	75.00	72.00	
Total for Design Phase Services by IDC, Inc.	\$ 210.00	\$ 9,360.00	\$ 10,800.00	\$ 11,400.00	\$ -	\$ 3,360.00	\$ -	\$ -	\$ 35,130.00

FORT BEND COUNTY MOBILITY BOND PROJECT

SANSBURY BOULEVARD

HYDRAULIC IMPACT STUDY SERVICES FEE

MANHOURLY FEE ESTIMATE



Function Code / Task Description	MANAGEMENT		ENGINEERING		SUPPORT		TOTAL COST (DOLLARS)
	Project Manager	Hydraulic Engineer	Project Engineer	Designer	CADD Designer	Clerical	
TASK IV: HYDRAULIC IMPACT REPORT - Phase I Prelim Drainage Study							
Phase I Preliminary Drainage Study							
1.0 Data Collection							
1a. Obtain and Review Available Information	2	2	6	4			\$ 2,070.00
1b. Perform Field Reconnaissance			4	6		2	\$ 1,374.00
2.0 Drainage Analysis							
2a. Develop Existing Drainage Area Map		6	10	6	8		\$ 3,810.00
2b. Develop Proposed Drainage Area Map	2	8	12	8	12		\$ 5,370.00
3. Bridge/Bridge Class Culvert Hydraulics	2	12	16	16			\$ 6,630.00
4.0 Prepare Preliminary Storm Sewer Layouts	2	10	12	8			\$ 4,830.00
5.0 Prepare Drainage Letter Report	4	12	24	12			\$ 7,800.00
Total Manhours							
	12	50	84	60	20	2	
Raw Salary / Rate							
	\$65.00	\$60.00	\$50.00	\$35.00	\$25.00	\$24.00	
Billing Rate w/ 3.0 Multiplier							
	195.00	180.00	150.00	105.00	75.00	72.00	
Total for Design Phase Services by IDC, Inc							
	\$ 2,340.00	\$ 9,000.00	\$ 12,600.00	\$ 6,300.00	\$ 1,500.00	\$ 144.00	\$ 31,884.00

**SANSBURY BOULEVARD
EXHIBIT "A" - FORT BEND COUNTY 2013 MOBILITY BOND PROGRAM - ENGINEERING SERVICES ENGINEER'S PROPOSAL**

MANHOOR FEE ESTIMATE

Function Code / Task Description	Sid Sheets	New Sheets	MANAGEMENT		ENGINEERING		SUPPORT		TOTAL COST (DOLLARS)			
			Principal Engineer	Project Manager	Senior Engineer	Project Engineer	Hydraulic Engineer	CADD Designer		CADD Tech.	Clerical	
TASK V: PROJECT COORDINATION / MANAGEMENT												
A. Project Management and Administration			4	8						24	\$ 4,128.00	
B. Project Coordination (Fort Bend County, MUD, Utility)			4	8	4	8				16	\$ 5,472.00	
C. Project Meetings			4	8	4						\$ 3,120.00	
Total Manhours			12	24	8	8			0	0	40	
Raw Salary / Rate	20		\$70.00	\$65.00	\$60.00	\$50.00	\$60.00	\$35.00	\$25.00	\$24.00	\$24.00	
Billing Rate w/ 3.0 Multiplier)		2	210.00	195.00	180.00	150.00	180.00	105.00	75.00	72.00	72.00	
Total for Project Coordination / Management by IDC, Inc.	20	2	\$ 2,520.00	\$ 4,680.00	\$ 1,440.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -	\$ 2,880.00	\$ 12,720.00

Function Code / Task Description	Sid Sheets	New Sheets	MANAGEMENT		ENGINEERING		SUPPORT		TOTAL COST (DOLLARS)		
			Principal Engineer	Project Manager	Senior Engineer	Project Engineer	Hydraulic Engineer	CADD Designer		CADD Operator	Clerical
TASK VI: DESIGN PHASE SERVICES											
A. Coordinate Survey & Prepare DTM & Topographic Survey				4	0	6		8		24	\$ 2,520.00
B. Develop Misc. Sheets (Project Layout, General Notes, Abbreviation, ETC.)			4	4	0	12		24		24	\$ 7,764.00
C. Develop Typical Sections			1	2		10		4		8	\$ 4,638.00
D. Traffic Control Plans (2 Phase Construction w/ Overall Layout) (1"=40')			5	4		28		24		16	\$ 9,120.00
E. Develop Sanitary Blvd. Roadway Plan & Profiles (1"=20')			6	12	0	60		60		60	\$ 23,556.00
F. Signing & Pavement Marking Layouts			2	8		16		24		24	\$ 9,276.00
G. Standards (Fort Bend County)	10		2	2	0	1		4		8	\$ 1,848.00
H. Overall Drainage Area Maps			2	2		8		4		4	\$ 3,870.00
I. Inlet Drainage Area Layout			2	6		12		12		16	\$ 5,550.00
J. Storm Design Calculations				8				16			\$ 4,440.00
K. Storm Sewer Layouts With Details				12				16		16	\$ 6,900.00
L. Storm Sewer Laterals (1"=50')				6		14		12		16	\$ 7,110.00
M. Cross-Culvert Design (1"=40')				6		24		16		24	\$ 10,170.00
N. Channel Modification Alignment Design			2	6		14		16		16	\$ 8,250.00
O. Develop Cross Section (100 Foot)				8		24		8		24	\$ 9,120.00
P. Cost Estimates				6		8		4			\$ 3,378.00
Total Manhours			14	96	0	237		108		140	60
Raw Salary / Rate			\$70.00	\$65.00	\$60.00	\$50.00	\$60.00	\$35.00	\$25.00	\$24.00	\$24.00
Billing Rate w/ 3.0 Multiplier)			210.00	195.00	180.00	150.00	180.00	105.00	75.00	72.00	72.00
Total for Design Phase Services by IDC, Inc.			\$ 2,940.00	\$18,720.00	\$ -	\$ 35,550.00	\$ 19,440.00	\$ 26,040.00	\$ 10,500.00	\$ 4,320.00	\$ 117,510.00

**SANSBURY BOULEVARD
EXHIBIT "A" - FORT BEND COUNTY 2013 MOBILITY BOND PROGRAM - ENGINEERING SERVICES ENGINEER'S PROPOSAL**



		MANHOURLY FEE ESTIMATE							
TASK VII - SURVEYING by COBB-FENDLEY, INC									
1	Surveying - Topographic Survey (Proposal Attached)								\$62,135.00
Grand Total For Surveying-Phase I Services									\$62,135.00
TASK VIII - ENVIRONMENTAL SERVICES COORDINATION WITH BERG OLIVER CONSULTANTS									
1	Environmental Engineering Phase I COORDINATION Services								\$
Grand Total For Environmental-Phase I Services									Included in coordination
TASK IX - GEOTECHNICAL SERVICES by NINYO & MOORE CONSULTANTS									
1	Geotechnical Engineering Phase I Services								\$ 6,400.00
2	Geotechnical Eng. Additional Services (Clear Brush @ \$2600/Day)(1-Day)								2,600.00
Grand Total For Geotechnical-Phase I Services									\$ 9,000.00
TASK X - ENGINEERING SERVICES SERVICES by TERRA ASSOCIATES, INC									
1	Preliminary Layout and Inventory Services (Estimated)								
2	Design & Mitigation (Estimated)								
	IDC's Service Charge Phase II (10 %)								\$
Grand Total For ENGINEERING SUPPORT SERVICES by TERRA ASSOCIATES, INC									To be Determined