



ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED SES Horizon Consulting Engineers, Inc. 10101 Southwest Fwy. Suite 400 Houston TX 77074	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

General Liability includes Additional Insured where required by written contract, Waiver of Subrogation when required by written contract, and insurance will be considered Primary & Non-Contributory where required by written contract as per Business Liability Coverage Form SS 00 08 04 05.

A Waiver of Subrogation is included for Professional Liability per form PL990100 0213 if required per a written agreement issued prior to a Wrongful Act or Circumstance.

A Blanket Waiver of Subrogation is included for Workers' Compensation per Texas Form WC 42 03 04 for any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

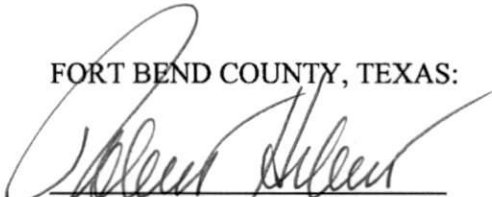
RE: 2007 Fort Bend County Mobility Program
Brand Lane, Avenue E To US90A
Fort Bend County Project No. 718/769

6. Except as modified herein, the First, Second and Third Amendment, the Agreement remains in full force and effect and has not been modified or amended.
7. If there is a conflict between this Fourth Amendment, the First, Second, Third Amendment and/or the Agreement, the provisions of the Fourth Amendment shall prevail.

EXECUTION

This Fourth Amendment shall become effective upon execution by County.

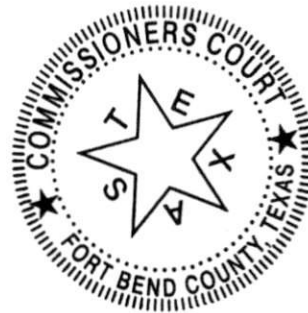
FORT BEND COUNTY, TEXAS:


Robert E. Hebert, County Judge

April 7, 2015
Date

ATTEST:


Laura Richard, County Clerk



APPROVED:


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

4/1/15
Date

SES HORIZON CONSULTING ENGINEERS, INC.


Epifanio E. Salazar, Jr., P.E., Principal

03-24-2015
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 772,572⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

MDS

EXHIBIT A

Total Fee Summary
2007 Fort Bend County Mobility Program
Brand Lane from Avenue E to U.S. 90A
Fort Bend County Project No. 718/769

Sponsor: Fort Bend County
Description: Reconstruct exist 2-lane rural to 3-lane curb/gutter with storm sewer
Date: 03/13/2015

SES Horizon Labor=	\$74,690
SES Horizon Expenses=	\$4,302
SES Horizon Total=	\$78,992

Sub Labor=	\$3,150	(Klotz - Signal Construction Phase Services)
Sub Expenses=	\$0	
Sub Total=	\$3,150	

Other Subs

Survey=	\$0	<---N/A
Geotechnical=	\$0	<---N/A
Environmental=	\$0	<---N/A

Construction Inspection Services

Inspector =	\$98,700	47 weeks x 20 hours/week =
Mileage =	\$1,300	
Inspection Total =	\$100,000	

Project Total Fee= \$182,142

SES Horizon Fee Summary
2007 Fort Bend County Mobility Program
Brand Lane, Avenue E to U.S. 90A

Sponsor: Fort Bend County

Date: 02/20/2015

LABOR

Classification	Hours	Rate	Labor
Principal	24	\$67.33	\$1,615.92
Project Coordinator	0	\$48.00	\$0.00
Structural Engineer	0	\$48.00	\$0.00
Senior Engineer	464	\$42.33	\$19,641.12
Engineer	4	\$40.00	\$160.00
Engineering Technician	140	\$25.33	\$3,546.20
Technician	0	\$19.67	\$0.00
Administration	0	\$16.67	\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
Total Labor	632		\$24,963.24
OVERHEAD	172.00%		\$42,936.77
OPERATING MARGIN	10%		\$6,790.00
EXPENSES			\$4,302.00
FEE			\$78,992.01

2007 Fort Bend County Mobility Program

Fort Bend County Project No. 718/769

Sponsor: Fort Bend County

Brand Lane, Avenue E to U.S. 90A

Consultant: SES Horizon Consulting Engineers, Inc.

Task	Manhour Estimate												Total Hours	Duration (Days)	
	Principal	Project Coordinator	Structural Engineer	Senior Engineer	Engineer	Engineering Technician	Technician	Administration	0	0	0	0			
Project Management/Meetings Prior To Construction Initiation															
Meetings/Discussions with FBC	4	0	0	16	0	0	0	0	0	0	0	0	0	20	0
Meetings/Discussions City Of Stafford	0	0	0	8	0	0	0	0	0	0	0	0	0	8	0
Meetings/Discussions Centerpoint Energy	4	0	0	8	0	0	0	0	0	0	0	0	0	12	0
Construction Phase Services (14 Month Duration)															
Pre-Construction Meetings	4	0	0	8	0	0	0	0	0	0	0	0	0	12	0
Review Of Contractor Submittals (~24 Submittals)	0	0	0	72	0	0	0	0	0	0	0	0	0	72	0
Requests For Information (20)	0	0	0	60	0	0	0	0	0	0	0	0	0	60	0
Design Changes	0	0	0	60	0	40	0	0	0	0	0	0	0	100	0
Meetings And Site Visits (14 Months @ 1 Visit Per Month)	0	0	0	56	0	0	0	0	0	0	0	0	0	56	0
Project Closeout	0	0	0	16	0	4	0	0	0	0	0	0	0	20	0
Record Drawings	0	0	0	12	0	16	0	0	0	0	0	0	0	28	0
Project coordination (Jones And Carter, Austin Reed)	4	0	0	40	0	0	0	0	0	0	0	0	0	44	0
TDLR Inspeucion Coordination And Meetings	0	0	0	8	0	0	0	0	0	0	0	0	0	8	0
Preliminary Engineering (Intersection Redesign)															
Preliminary Plan Layout	4	0	0	12	0	0	0	0	0	0	0	0	0	16	0
Preliminary Cost Estimate	4	0	0	8	0	0	0	0	0	0	0	0	0	12	0
Final Engineering Revise Plan Sheets (TCP Revisions)															
Revise Traffic Control Plans (3 Phases @ 16 Sheets Per Phase)	0	0	0	80	4	80	0	0	0	0	0	0	0	164	0
Total Hours=	24	0	0	464	4	140	0	0	0	0	0	0	0	632	0

2007 Fort Bend County Mobility Program

Fort Bend County Project No. 71B/769

Sponsor: Fort Bend County

Brand Lane, Avenue E to U.S. 90A

Consultant: SES Horizon Consulting Engineers, Inc.

Expense Estimate					
Task	Deliveries	Mileage (\$0.575 per mile)	Reproduction	Review Fees (TDLR)	Total Cost
Construction Phase Services					
Pre-Construction Meeting	\$0	\$17	\$2,533	\$0	\$2,550
Review Of Contractor Submittals	\$150	\$0	\$0	\$0	\$150
Requests For Information	\$0	\$0	\$0	\$0	\$0
Design Changes	\$0	\$58	\$0	\$0	\$58
Meetings And Site Visits	\$0	\$483	\$400	\$0	\$883
Project Closeout	\$0	\$0	\$0	\$0	\$0
Record Drawings	\$0	\$0	\$0	\$0	\$0
Assist FBC With Rights Of Entries	\$0	\$69	\$0	\$0	\$69
TDLR Inspection Coordination And Meetings	\$0	\$17	\$0	\$575	\$592
Total Cost=	\$150	\$644	\$2,933	\$575	\$4,302

ATTACHMENT A
SCOPE OF SERVICES

FORT BEND COUNTY

CONSTRUCTION INSPECTION SERVICES

GENERAL DESCRIPTION

This project entails the construction of approximately 6,626 linear feet of a reinforced concrete pavement section including asphalt transitions, concrete curbs, concrete driveways, retaining walls, concrete slope paving, riprap, concrete headwalls, sidewalks and sidewalk ramps for Brand Lane. The proposed roadway section consists of a roadway with three 12 foot lanes (two lanes in each direction and one continuous left turn lane). The proposed roadway will require a proposed storm sewer system (reinforced concrete pipe 24" in diameter to 60" in diameter, reinforced concrete box 10' X 7' and 5' X 5') that will outfall into Stafford Run and the existing storm sewer system on Avenue E. A new traffic signal will be installed at the intersection of Brand Lane and Avenue E. The project also includes proposed waste water line (6", 15" diameters and all related appurtenances) and proposed water line (4", 6", 8", 12", 16" diameters, fire hydrants, service connections and all related appurtenances) improvements by Fort Bend County W.C. & I.D. No. 2. A significant portion of this project is being constructed within the city limits of the City Of Stafford (Ludwig to US 90A). All work is to Harris County (HCPID) specifications.

SCOPE OF SERVICES

The Engineer shall provide the following professional engineering services:

1) CONSTRUCTION INSPECTION

- a) Provide inspection services assessing the construction, completed by others, for compliance with the construction contract requirements (plans and specifications).
- b) Report results of inspections on forms and in the manner prescribed by the Fort Bend County (FBC).
- c) Provide inspection staff that is knowledgeable with FBC, HCPID and TxDOT construction standards, methods, and specifications.
- d) Working hours for inspection staff will not be limited to 7 a.m. to 5 p.m. on weekdays, and may include night and weekend work.

2) CONSTRUCTION INSPECTION MANHOURLY LEVEL OF EFFORT AND DURATION

- a) Provide the above referenced construction inspection services for a period of 47 weeks at approximately 20 hours per week not to exceed the contract maximum of \$100,000.00. Maximum raw hourly rate is \$35 per hour time a labor multiplier of 3.0.

ATTACHMENT
ADDITIONAL SERVICES

Fort Bend County

There are no additional services included in the initial scope of work, and no additional services are to be performed without approval of FBC. Additional services, if and when required, will be at additional expense, authorized in writing, and performed at the rates described in Attachment B-1 Compensation for Additional Services.

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

FORT BEND COUNTY

1.1 Contract PRICE

Engineer compensation for performance of the Services and compliance with all terms and conditions of the Agreement shall be the sum of the following:

- 1.2 Direct Labor Cost ("DLC") – Shall mean the actual labor cost recorded on employees W-2 form (before FICA, fringe benefits, etc.) incurred for the actual number of hours worked under this Contract by Engineer's employees.

Position	Maximum Direct Labor Cost Per Hour
Construction Inspector	\$35.00

- 1.3 Labor Multiplier – Shall mean a factor which, when multiplied by DLC, shall compensate Engineer for all of Engineer's DLC, profit, and home office overhead expenses and operational expenses, payroll taxes, workers compensation insurance and other labor burdens, other taxes, office equipment depreciation and maintenance, dues/registration/licenses, professional training and education, legal expenses and accounting expenses. The established Labor Multiplier for this Project is 3.00 for Engineer personnel providing Services to the project and using Engineer's provided office space and Engineer's supplied office equipment and supplies.

- 1.4 Other Direct Costs ("ODCs") Shall mean authorized expenditures incurred by Engineer and specifically related to the Contract and the Services.

- A) Vehicle Rate – \$0.575 per mile for vehicles used by Engineer's personnel performing Services on the Project within project site limits only and/or attendance at any required FBC project related meetings.

2.1 Pricing Basis

- 2.2 The DLC, ODC, and Labor Multiplier are established from the following:

- A) DLCs are subject to an annual escalation cap of 4%. Prior to the commencement of each calendar year, Engineer and FBC shall mutually agree upon escalation factor below the escalation cap prior to implementation and commencement of the upcoming calendar year. In the event Engineer and FBC are unable to mutually agree upon escalation factor, the escalation factor shall be the 4% cap of an individual's actual base labor rate.
- B) The DLCs and ODCs are estimates only. Independent circumstances shall control actual quantities performed and payment shall be for actual quantities and services provided and not estimated quantities.
- C) Overtime shall only be paid to Engineer where Engineer demonstrates that the employee was entitled to over time payment, and received over time payment shall be paid at a 3.00 multiplier times the actual labor cost paid to the employee for overtime.

- 2.3 Engineer shall provide a camera with the ability to download and email photos of the project site. Costs incurred to provide the camera are considered incidental to the contract and will not require separate payment.

ATTACHMENT B-1
COMPENSATION FOR ADDITIONAL SERVICES

FORT BEND COUNTY

1.1 Contract PRICE

Engineer compensation for performance of the Services and compliance with all terms and conditions of the Agreement shall be the sum of the following:

- 1.2 Direct Labor Cost ("DLC") – Shall mean the actual labor cost recorded on employees W-2 form (before FICA, fringe benefits, etc.) incurred for the actual number of hours worked under this Contract by Engineer's employees.

Position	Maximum Direct Labor Cost Per Hour
Construction Inspector	\$35.00

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- B) The DLCs and ODCs are estimates only. Independent circumstances shall control actual quantities performed and payment shall be for actual quantities and services provided and not estimated quantities.
- C) Overtime shall only be paid to Engineer where Engineer demonstrates that the employee was entitled to over time payment, and received over time payment shall be paid at a 3.00 multiplier times the actual labor cost paid to the employee for overtime.

Attachment C

The Engineer shall furnish certificates of insurance to the FBC evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the FBC with at least 30 days prior written notice of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of *B+NI* or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - \$1,000,000 general aggregate limit
 - \$1,000,000 each occurrence, combined single limit
 - \$1,000,000 aggregate Products, combined single limit
 - \$1,000,000 aggregate Personal Injury/Advertising Liability
 - \$50,000 Fire Legal Liability
 - \$5,000 Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

FBC shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of FBC.