

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 Doucet & Associates, 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 reconstruction of an existing two-lane asphalt roadway with 38' concrete curb and gutter roadway with storm sewer (2,900 LF), under the Fort Bend County 2013 Mobility Bond Program – Braxton Road from FM 2919 to Existing Bridge – Project No. 13116 (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 1. Scope of Services**

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

**Section 2. 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 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is two hundred twenty thousand five hundred dollars and 00/100 (\$220,500.00). 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 4. 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 two hundred twenty thousand five hundred dollars and 00/100 (\$220,500.00), 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 two hundred twenty thousand five hundred dollars and 00/100 (\$220,500.00).

### **Section 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 Best's 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 11. 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 12. 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 13. 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 14. 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, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Doucet & Associates, Inc.  
Attn: John Doucet, P.E., President  
74018 Highway 71 West, Suite 160  
Austin, Texas 77735

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 15. 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 16. 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 17. 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 18. 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 19. 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 20. Third Party Beneficiaries**

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

**Section 21. 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 22. 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 23. 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.

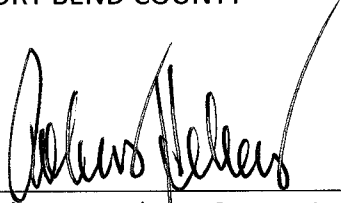
**Section 24. Conflict**

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

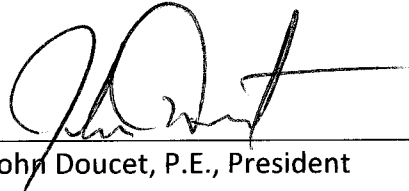
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 28 day of April, 2015.

FORT BEND COUNTY

Doucet & Associates, Inc.



Robert E. Hebert, County Judge



John Doucet, P.E., President

4-28-2015

Date

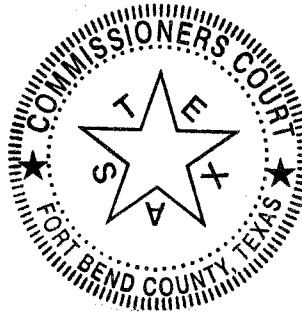
4-20-15

Date

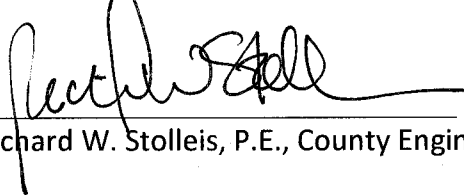
ATTEST:



Laura Richard, County Clerk



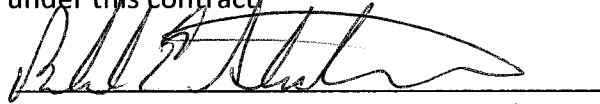
APPROVED:



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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$220,500.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A



7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

Doucetengineers.com

April 13, 2015

Mr. Tim Lyng, P.E.  
Mr. Tommy Cromer, P.E.  
Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, TX 77008

**Re: Surveying, Geotechnical and Engineering Services for the Fort Bend County 2013 Mobility Bond Program Road Improvement projects in Kendleton, reconstruction of existing Braxton Street with 38' concrete curb & gutter roadway with storm sewer from FM 2919 east to the existing bridge (2,900 LF).**

Proposal: JD – 814-031

Dear Mr. Lyng and Mr. Cromer;

Doucet & Associates, Inc. (D&A) is pleased to submit this proposal for the professional services to produce Preliminary Design, Final PS&E Documents and Construction Phase Services for reconstruction of Braxton Street from FM 2919 east to the existing bridge in Fort Bend County, Precinct one per the Scope of Services document emailed to us on 02/17/2015. We will prepare Preliminary Engineering and Report (PER), 30 percent plan set or Preliminary Design (Work Product 1), 70% construction plans (Work Product 2), 95% Complete Design (Work Product 3) and 100% complete Final Design (work Product 4) for road improvements in accordance with Harris County's roadway design guidelines and standard specifications. We understand that the project survey and geotechnical investigation will be included in our services.

We understand that Braxton Street improvements will include reconstruction of the existing street from FM 2919 east to the existing bridge approximately 2,900 feet to the east with 38' concrete curb and gutter street section with storm sewer system.

## **SCOPE OF SERVICES**

### **Work Product 1 (Preliminary Design or 30 percent plan set) (90 calendar days)**

D&A will provide the following professional engineering services upon receipt of County's written "Notice to Proceed". D&A will perform site reconnaissance to identify field conditions and constraints. D&A will attend a project kick-off meeting with Binkley & Barfield, Fort Bend County and the City of Kendleton to develop a detailed description of the roadway improvements. The primary goals are to (1) establish a typical cross section and cross sections in non-standard areas, (2) positively determine right-of-way acquisition needs and prepare necessary maps, metes and bounds and other survey information required by the client's legal team for right of way acquisition, (3) determine potential conflicts with existing facilities, (4) identify critical path items, (5) identify problem areas and potential resolution(s), and (6) prepare a reasonable construction cost estimate. Work Product 1 will consist of the following documents:

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



- Project Survey
- Geotechnical Study
- Identify Limits of Construction
- Street Improvements Layout
- Easement Locations(If any)
- List of permits
- Drainage Analysis and Layout
- Engineering Report
- Typical Street Sections
- Pavement Sections
- Updated Design Schedule
- Preliminary Cost Estimate

D&A will conduct one (1) meeting with the client's team to discuss review comments of 30% design completion Work Product 1 (PER).

#### **Work Product 2 (70 % Design) (60 calendar days)**

D&A will apply design criteria of Fort Bend County, Harris County, Texas Department of Transportation and City of Houston to prepare construction plans and specification. In this phase of services D&A will provide the following Work Product 2 (70% design) upon receipt of written "Notice to Proceed":

- Cover Sheet
- Typical and Non-standard Cross Sections
- Overall Project Layout
- Survey Control Map
- Drainage area map with hydraulic calculations
- Preliminary Plan & Profile Sheets
- Preliminary Traffic Control Concept for entire project
- Storm Water Pollution Prevention Plan
- Proposed Easement Locations(If any)
- Specification table of contents (typically Harris County specifications)
- Preliminary Cost Estimate
- Bid form with estimated unit and total costs (spreadsheet based)

D&A will conduct one (1) meeting with the client's team to discuss review comments of 70% design completion Work Product 2. D&A and its surveying sub-consultant will prepare the parcel maps required for the right of way acquisition. The proposed fee for this task is for up to 20 parcel maps for the land acquisition per the conceptual street alignment proposed by Fort Bend County. If for any reason number of the parcels exceeds 20 lots, then additional fee of \$650/parcel will be applied to this task.



### **Work Product 3 (95% Complete Design) (30 Calendar Days)**

Based upon client's review and approval of Work Product 2 (70% complete design documents), D&A will develop 95% complete detailed designs, layouts details and drawings. The 95% design completion documents will include all of the 70 percent requirements plus the following:

- General notes sheet
- Earthwork quantities with cross sections at 100-foot intervals
- Signage and pavement marking plans
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Responses to 70 percent comments

D&A will meet with the client's team to discuss review comments of 95% design of proposed improvements.

### **Work Product 4 (100% Complete Final Design) (30 Calendar Days)**

Based upon client's review and approval of Work Product 3 (95% complete design documents), D&A will develop 100% complete detailed designs, layouts details and drawings of the proposed roadway improvements.

Work Product 4 (100% complete Final Design) will include the Final Plans, Specification and Estimate (PS&E) for project bidding.

### **Bid and Construction Phase Services**

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to D&A in Adobe Acrobat (pdf) format. D&A will prepare a single project manual file in Adobe Acrobat format, consisting of (1) administrative documents, (2) the bid form (prepared by D&A), (3) a sealed specification table of contents, and (4) applicable specifications and documents.

D&A will attend a pre-bid meeting at the County Purchasing Office. D&A will answer bidder questions as well as any other required changes by issuing bid addendums if necessary.

D&A will attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor. D&A will be responsible for reviewing contractor submittals and responding to Requests for Information. Field visits and progress meetings will not be required unless requested by the County. D&A will participate in a substantial completion walkthrough. After project completion, D&A will prepare record drawings based on contractor as-built markups.



All bid and construction phase services will be paid on a time-and-materials basis. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the design consultant. Reimbursable expenses, such as scanning and reproduction, will be billed at actual cost (no markup). The County is tax-exempt and will not reimburse tax expenses.

**ASSUMPTIONS**

- The scope of services will not include landscaping or tree mitigation. We are not anticipating tree mitigation for this project ~~because the improvements will be within the existing right of way and roadway layout.~~ However if during design phase we notice any need for tree mitigation, we will coordinate the issue at that time with the project management consultant.
- The proposed fee includes attendance at a total of six meetings with the client’s team for coordination and only one public meeting if needed. D&A will take meeting notes and minutes and will distribute action items after the meeting.
- Client will provide final recommendations for the pavement section.
- Client will provide all the available as-built plans in the project area to D&A.

**COMPENSATION**

Client will pay D&A for the Services in accordance with the Fee Schedule and General Terms and Conditions attached hereto. If this agreement is not executed by Client within 30 days of the date of this proposal, D&A reserves the right to renegotiate the estimated fees. The estimated cost of the Services and basis of payment is as follows:

<u>Description</u>	<u>Basis of Payment</u>	<u>Estimated Fee</u>
I. <b>Work Product 1 (Preliminary Design)</b> (Includes \$4,000 for Geotech study and \$68,000 for topo and boundary survey)	Lump Sum	\$106,200.00
II. <b>Work Product 2 (70 % Design)</b> (Includes \$13,000 for survey for the land acquisition for up to 20 parcels. If the number of parcel maps exceeds 20, additional \$650/parcel fee shall apply.)	Lump Sum	\$42,400.00
III. <b>Work Product 3 (95% Complete Design)</b>	Lump Sum	\$33,700.00
IV. <b>Work Product 4 (100% Complete Final Design)</b>	Lump Sum	\$15,200.00
<b>TOTAL DESIGN PHASE</b>		<b>\$197,500.00</b>



V. Bid and Construction Phase Services Hourly \$25,000.00

Attached to this letter proposal are a fee schedule (A) and general terms and conditions (B). If you agree to the terms set forth in the proposal and the attachments, please sign the proposal below and return one copy to D&A for our files. If you have any questions regarding this proposal and the attachments, please feel free to contact us.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of your team.

Sincerely,

Handwritten signature of Joe Grasso, P.E. Vice President

Handwritten signature of Davood Salek, P.E. Project Manager

TBPE Firm # 3937
State of Texas Surveying Firm Certification # 10105800

Terms and Conditions of Letter Proposal and Attachments
Agreed to this \_\_\_ day of \_\_\_, 2015.

Binkley & Barfield, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_



**Schedule A**

**Doucet & Associates 2015 Fee Schedule (effective 01/26/15)**

<b>Personnel</b>	<b>Hourly Fee</b>	<b>Personnel</b>	<b>Hourly Fee</b>
Principal Engineer (PE)	\$215.00	Senior Civil Technician	\$125.00
Senior Project Manager	\$190.00	Civil Technician	\$110.00
Project Manager	\$175.00	Assistant Civil Technician	\$100.00
		CADD Operator	\$ 90.00
Senior Project Engineer (PE)	\$160.00		
Project Engineer (PE)	\$135.00	Surveyor (RPLS)	\$165.00
Staff Engineer (PE)	\$125.00	Senior Survey Technician	\$110.00
Engineer Associate	\$110.00	Survey Technician	\$ 95.00
		Three-Person Field Crew	\$180.00
Senior Planner (AICP)	\$150.00	Two-Person Field Crew	\$160.00
Project Planner	\$135.00	One-Person Field Crew	\$110.00
Staff Planner	\$100.00		
Planning Technician	\$ 90.00	Sr. Construction Technician	\$135.00
GIS Specialist	\$ 85.00		
GIS Intern	\$ 60.00	Senior Operations Asst.	\$ 85.00
		Operations Assistant	\$ 75.00
		Administrative Assistant	\$ 55.00
Expert Witness (research, depositions, testimony, with a 4-hour minimum for court appearances)	\$430.00	Mileage	Current IRS Rate

*D&A reserves the right to periodically adjust our fee schedule.*

**Reimbursable Expenses**

Direct non-salary expenses incurred and not applicable to general overhead are billed at cost. Please note that physical backup for reimbursable expenses will not be included with invoices unless a written request to do so is submitted to D&A's accounting department.

Reimbursable Expenses include, but are not limited to, the following:

Travel and lodging, including out of town transportation by D&A's vehicles at standard rates; mail, delivery, courier and express charges; legal and accounting fees (including attorney's fees charged by D&A's attorney for review or negotiation of any certificates or similar documents requested by Client or a lender doing business with Client); in-house reproduction costs (to be charged at prevailing commercial rates); subconsultants; photographs; environmental fees; late fees caused by Client; charges incurred in stopping or resuming work in accordance with this Agreement; use or rental of special equipment or instruments and other direct non-salary expenses necessary to complete the contract.



## General Terms and Conditions

These General Terms and Conditions are a part of the letter proposal JD-814-031 dated April 13, 2015, from Doucet & Associates, Inc. ("D&A") to Binkley & Barfield, Inc. ("Client") and shall govern all services described in the letter proposal ("Basic Services") or any other services rendered by Engineer to Client ("Additional Services") (the Basic Services and Additional Services are referred to collectively as the "Services").

### **Article 1. Compensation**

1.1 **Agreement to Hire.** Client hires D&A to perform the Services on the Property described in the Letter Proposal (the "Property") pursuant to the terms of this Agreement. This Agreement is comprised of the Letter Proposal, Fee Schedule and these General Terms and Conditions. The term of the Agreement shall commence on the date Client signs the Letter Proposal and terminate on the date the Services are completed or the date this Agreement is otherwise terminated in accordance with its terms.

1.2 **Agreement to Pay.** Client agrees to pay D&A for the Basic Services, Additional Services and Reimbursable Expenses in accordance with this Agreement. The charge for Additional Services shall be based on actual hours expended and quantities used. The amounts set forth in the Letter Proposal are estimates only and actual charges may vary. D&A reserves the right to periodically adjust our fee schedule. In addition to all fees for services, Client agrees to pay all collection charges if D&A is compelled to seek collection of the fees charged for Basic and Additional Services and Reimbursable Expenses through a collection agency or through an attorney. Collection charges includes all fees paid to any professional for collection of delinquent Fees, all court costs, travel expenses, and other costs incurred by D&A in collection of delinquent fees and expenses due to D&A under this Agreement.

1.3 **Change Orders.** Client, without invalidating this Agreement, may request changes to the scope of Services by altering or adding to the Services to be performed and any such changes shall be performed subject to this Agreement. Unless D&A specifies otherwise, the charges for such changed Services shall be based on actual hours expended and quantities used in accordance with the Fee Schedule. Client, by requesting a change order, agrees to pay such additional or changed charges.

1.4 **Invoices.** D&A will submit invoices to Client on a monthly basis or upon completion of the Services. Client agrees to pay D&A upon receipt of invoice. Client agrees to pay a charge of 1.5% per month on all invoiced amounts after thirty days, retroactive to the date of invoice. Interest on unpaid invoices shall not exceed the maximum amount of interest allowed by law and any interest in excess of this amount shall be credited to unpaid invoices or, if they have been paid, refunded.

1.5 **Suspension of Work.** If Client does not pay any invoiced amount within thirty days from the date of invoice, or otherwise fails to perform any obligation under this Agreement, D&A shall have the right, upon three days written notice to Client, to stop performance of the Services.

### **Article 2. Duties**

2.1 **Access.** Client will provide D&A with access to the Property or to any other site as required by Client for performance of the Services.

2.2 **Client-furnished Data.** Client will provide to D&A all plans and other information in Client's possession that relates to D&A's performance of the Services. This information will include known site hazards, location of utilities, prior surveys, plats, any hazardous materials in or around the site, location of underground structures or storage tanks. Client acknowledges that D&A will rely on the accuracy, timeliness and completeness of the information provided by the Client or any of Client's contractors or consultants. Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against D&A and to indemnify, and hold harmless D&A, its directors, partners, employees and subcontractors from any damages, liabilities or costs, including attorneys' fees, experts' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from inaccuracy of information provided to D&A by the Client.

2.3 **Other Information.** D&A will rely upon commonly used sources of data, including database searches and agency contacts. D&A does not warranty the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

2.4 **Permits.** Except as expressly provided in the Letter Proposal, Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Upon request, Client will provide D&A evidence satisfactory to D&A that all required permits or other approvals have been obtained and that all required notices have been given, including copies of such permits or notices.



2.5 **Ownership of Documents.** All designs, drawings, engineering reports, specifications and other documents generated or produced during the term of this Agreement, whether in electronic form, print, or any other fixed media, are work product of D&A and are the sole and exclusive property of D&A. The work product of D&A described in the preceding sentence is licensed to Client for the sole purposes of the Project, and may not be used by any third party for any purpose, nor by Client for any purpose other than as set out in this Agreement. Client may not modify, amend, change or alter any of D&A's work product. If Client makes any modification, alteration, addition or change to D&A's work product without the specific agreement of D&A, any warranty issued by D&A for work completed with the altered documents is withdrawn by D&A. Client acknowledges and agrees that if it modifies, alters, or changes the D&A work product without the consultation and written consent of D&A that D&A is relieved of any liability caused by that modification, change or alteration, and that Client will indemnify and hold D&A harmless from any claims, lawsuits, damages, losses and causes of action asserted by any third party against D&A, including costs of defense and attorneys fees.

2.6 **Lender Certificates.** In the event a third party, such as a lender or subsequent purchaser of the Property, seeks assignment of any instruments of service prepared by D&A, or requests that D&A make independent certifications in favor of such third party, then D&A, as a condition to such assignment or certification may require: (a) payment in full of all outstanding charges then due from Client, (b) reimbursement for all costs and fees incurred by D&A (including attorney's fees) in reviewing associated documents, (c) a reasonable administrative fee in an amount determined by D&A, (d) reasonable time to review any associated documents, but no less than seven (7) days, (e) D&A may limit its certification to such third party to a statement confirming that all certifications made on the instruments of service, if any, remain true and correct and (f) any other assurances reasonably determined by D&A.

2.7 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations, including but not limited to spill reporting. Nothing in the Agreement precludes D&A from providing any notices or reports that it may be required by law to give to governmental entities.

2.8 **Environmental and Compliance with Laws.** Client represents to D&A that the Property is and will remain in compliance with all environmental, health and safety laws, regulations and ordinances ("Laws"). Client is solely responsible for all matters relating to soils testing, other subsurface investigations, the presence and disposal of any hazardous materials in, under or around the Property, and any other environmental conditions of the Property and any structures located on the Property. Client is the owner of and has responsibility for any waste materials on the Property or generated in the performance of the Services, including samples collected for testing. Client agrees to indemnify and hold harmless D&A, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to the presence of any hazardous materials, petroleum, asbestos or contaminants on the Property or the failure of the Property to comply with all Laws.

2.9 **Cooperation.** Client will fully cooperate with D&A in the performance of this Agreement. Client is responsible for assuring that other contractors of Client cooperate with and do not interfere with D&A's performance of the Services.

2.10 **Surveying.** Client understands that surveying, vehicles and other equipment may unavoidably cause some damage to the Property, including destruction of vegetation, the correction of which is not part of the Agreement.

2.11 **Changed Conditions.** The Client shall rely on D&A's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to D&A. Should D&A call for contract renegotiation, D&A shall identify the changed conditions necessitating renegotiation and D&A and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

2.12 **Opinions of Cost.** Should D&A provide any cost opinions, it is understood that those opinions are based on the experience and judgment of D&A and are merely opinions. D&A does not warrant that actual costs will not vary from those opinions because, among other things, D&A has no control over market conditions.

### **Article 3. Termination of Services**

3.1 **Termination.** The Agreement may be terminated without cause at any time prior to completion of the Service by Client or D&A upon seven (7) days written notice to the other party.



3.2 **Compensation in Event of Termination.** If the Agreement is terminated in accordance with Paragraph 3.1, D&A shall be compensated for all Services performed prior to the termination date in accordance with the rates established in this Agreement, together with Reimbursable Expenses then due or incurred.

#### Article 4. Relationship of Parties

4.1 **Independent Contractor.** It is understood that the relationship of D&A to Client shall be that of an independent contractor. Neither D&A or employees of D&A shall be deemed to be employees of Client. There are no third party beneficiaries to this Agreement.

#### Article 5. Limitation on Warranties and Liability

5.1 D&A represents and warrants that the Services will be performed using that degree of care and skill customarily provided by an experienced professional organization providing similar services in the area during the same time period. **D&A makes no other warranties or representations, whether express or implied, whether in this Agreement or any subsequent reports provided by D&A.**

5.2 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF D&A AND ITS SUBCONSULTANTS AND SUBCONTRACTORS TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS (COLLECTIVELY "CLAIMS") SHALL NOT EXCEED \$250,000 OR D&A'S TOTAL FEE, WHICHEVER IS GREATER. IN NO EVENT WILL D&A, ITS SUBCONSULTANTS OR SUBCONTRACTORS BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CLIENT, AS A MATERIAL INDUCEMENT TO D&A TO ENTER THIS AGREEMENT, WAIVES ALL CLAIMS AGAINST, FOREVER DISCHARGES AND PROMISES NOT TO SUE THE EMPLOYEES, OFFICERS AND DIRECTORS OF D&A FOR ALL CLAIMS, EXCEPT INTENTIONAL TORTS OCCURRING OUTSIDE THE COURSE AND SCOPE OF THEIR EMPLOYMENT. CLIENT AGREES TO LOOK SOLELY TO D&A FOR THE SATISFACTION OF ANY CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT THAT CLIENT WOULD OTHERWISE HAVE AGAINST THE EMPLOYEES, OFFICERS AND DIRECTORS OF D&A ABSENT THE WAIVER SET FORTH ABOVE.

#### Article 6. Miscellaneous

6.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between D&A and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

6.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6.3 **Arbitration.** Any controversy or claim arising from or relating to this Agreement, the Services or any other agreement between the parties shall be settled by binding arbitration administered by the American Arbitration Association (AAA) under its commercial arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration, and all hearings in relation thereto, shall be held in Travis County, Texas. The arbitration panel shall consist of a single arbitrator who is either a licensed engineer or has extensive experience in the field of engineering. All aspects of the arbitration shall be confidential. The arbitrator shall have no authority to award punitive damages. Notwithstanding the foregoing, in the event D&A has a claim against Client for the collection of invoiced amounts then D&A may bring such claim in the courts of Travis County, Texas and Client hereby irrevocably consents to venue and jurisdiction of the courts of Travis County for such claims. In the event Client asserts a counterclaim against D&A, then D&A shall have thirty (30) days from receipt of such counterclaim to commence arbitration, in which case the entire cause of action shall be stayed in the Courts and arbitrated in accordance with this paragraph, or if D&A fails to commence arbitration within such thirty day period, the entire cause of action shall be litigated in the Courts of Travis County. Client acknowledges that all payments for the Services are due and payable in Travis County, Texas.

6.4 **Acceptance of Agreement.** If this Agreement is not executed by Client within 30 days of the date tendered, it shall become invalid unless: (1) D&A extends the time in writing; or (2) Client orally authorizes D&A to proceed with the work, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. D&A's performance of work under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization. A facsimile signature shall be effective to bind either party to this Agreement.



6.5 **Engineer Not Supervisor.** Unless specifically stated in the letter proposal defining the basic Services provided in this Agreement, Engineer has no responsibility or authority for the supervision of any phase of the work at the site of the Project, and no responsibility for the means, methods, techniques, sequences, and procedures used by the contractors and no responsibility for site safety. D&A shall have no responsibility to assure or certify that construction on the Property or any activity not supervised by D&A shall comply with applicable laws. D&A shall have no responsibility for or liability in relation to any employees of Client or other contractors of Client on the Property.

6.6 **Indemnity.** Client shall indemnify, defend and hold harmless D&A from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by D&A, any third party or employee employed or retained by D&A, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or an agent or contractor of Client, (ii) violation of federal, state or local statute, rule, regulation or ordinance by Client or an agent or contractor of Client, (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the Property, (iv) any matter outside of D&A's scope of Services or (v) inaccurate information provided by Client to D&A.

6.7 **Suspension of Work/Force Majeure.** Client may require D&A to temporarily suspend work by delivery of written notice to D&A. D&A may also be required to suspend work due to circumstances beyond the control of D&A, including but not limited to strike, fire, inclement weather (including excessive rain or heat), act of God, governmental action, third party actions, casualty or acts of Client. Client understands that the suspension of work by D&A will cause D&A to incur additional costs to suspend and resume work and Client agrees to reimburse D&A for such additional costs and to extend D&A's deadline for completion.

6.8 **No Assignment.** Client may not assign this Agreement without consent by D&A.

6.9 **Interpretation.** The parties acknowledge that each party, and if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

6.10 **Survival.** Termination of the Services for any reason whatsoever shall not affect the right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to such right or obligation shall be deemed to survive such termination of the Services or any continuing obligation, liability or responsibility of D&A or Client which would otherwise survive termination of the Services.

6.11 **Contractual Lien to Secure Payment:** Client hereby grants to D&A a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property and all improvements thereon, to secure payment for all debts owed, now or in the future, to D&A by Client including those arising as a result of D&A's services provided in accordance with this Agreement or any other agreement between Client and D&A. Client grants D&A the authority and right to file a copy of this Agreement in the Deed Records of the county or counties where the above project is located to give notice of D&A's lien rights.

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

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

<b>PRODUCER</b> USI Southwest Austin/SCL 7600-B N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	<b>CONTACT NAME:</b> John Bruner <b>PHONE (A/C, No, Ext):</b> 512 451-7555 <b>E-MAIL ADDRESS:</b> jim.bruner@usi.biz	<b>FAX (A/C, No):</b> 512 467-0113
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Doucet & Associates, Inc. 7401B Hwy. 71 West #160 Austin, TX 78735	<b>INSURER A:</b> American Casualty Company of Re	<b>NAIC #</b> 20427
	<b>INSURER B:</b> Continental Casualty Company	20443
	<b>INSURER C:</b> American Casualty Co of Reading	20427
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			B2087785945	10/17/2014	10/17/2015	EACH OCCURRENCE	\$2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000	
							PRODUCTS - COMP/OP AGG	\$4,000,000	
								\$	
C	AUTOMOBILE LIABILITY			B2087935018	10/17/2014	10/17/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" 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)	\$	
			NON-OWNED AUTOS					\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	B2087786089	10/17/2014	10/17/2015	EACH OCCURRENCE	\$4,000,000	
	<input type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$4,000,000	
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/>	RETENTION \$10000					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				WC STATUTORY LIMITS	OTHER	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

**RE: Project #13116 [814-031] Fort Bend County 2013 Mobility Bond Program Braxton Road from FM 2919 to Existing Bridge.**

**This Certificate is issued in respects to above referenced.**

**First Supplemental Name applies to all policies (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> Fort Bend County Attn: County Judge and Commissioners Court 401 Jackson Street, 1st Floor Richmond, TX 77469	<b>CANCELLATION</b> 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 

## DESCRIPTIONS (Continued from Page 1)

Professional Land Surveyors, Inc.  
Accusurve, Inc.  
Earth Quest, Inc.

The General Liability and Auto policies includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording with respects to the sole negligence of the named insured, when required by written contract. The General Liability policy contains a Per Project Aggregate Limit Endorsement. The Umbrella policy follows form.



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1180481

DATE (MM/DD/YYYY)  
04/20/2015

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**  
Lockton Companies, LLC  
5847 San Felipe, Suite 320  
Houston, TX 77057

CONTACT  
NAME:PHONE  
(A/C No.Ext): 888-828-8365FAX  
(A/C, No):E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER-A: Indemnity Insurance Co. of North America

43575

INSURER-B:

INSURER-C:

INSURER-D:

INSURER-E:

INSURER-F:

**INSURED**  
Insperty, Inc.  
19001 Crescent Springs Drive  
Kingwood, TX 77339  
\*SEE BELOW

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE	\$	
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)		
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG	\$	
	OTHER:							\$	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO <input type="checkbox"/>						BODILY INJURY (Per Person)	\$	
	ALL OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$	
	SCHEDULED AUTOS <input type="checkbox"/>								
	NON-OWNED AUTOS <input type="checkbox"/>								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/>						EACH OCCURRENCE	\$	
	<b>EXCESS LIAB</b> <input type="checkbox"/>						AGGREGATE	\$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>								
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH)	Y/N	N/A				<input type="checkbox"/>		
	If yes, describe under DESCRIPTION OF OPERATIONS below			X	C48153896	10/01/2014	10/01/2015	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (Acord 101, Additional Remarks Schedule, may be attached if more space is required)  
DOUCET & ASSOCIATES, INC. (2913700) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.  
RE: FORT BEND COUNTY 2013 MOBILITY BOND PROGRAM-BRAXTON ROAD FROM FM 2919 TO EXISTING BRIDGE PROJECT NO. 13116  
WAIVER OF SUBROGATION IN FAVOR OF FORT BEND COUNTY AND COUNTY JUDGE AND COMMISSIONERS COURT WHEN REQUIRED BY WRITTEN CONTRACT

**CERTIFICATE HOLDER**

FORT BEND COUNTY  
COUNTY JUDGE AND COMMISSIONERS COURT  
401 JACKSON STREET, 1ST FLOOR  
RICHMOND, TX 77469

**CANCELLATION**

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

©1988-2014 ACORD CORPORATION. All Rights Reserved.

**Workers' Compensation and Employers' Liability Policy**

Named Insured <b>Insperity, Inc.</b> <b>DOUCET &amp; ASSOCIATES, INC.</b> <b>19001 Crescent Springs Drive, Kingwood, TX 77339</b>	Endorsement Number
	Policy Number Symbol: <b>RWC</b> Number: C48153896
Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement <b>04/20/2015</b>
Issued By (Name of the Insurance Company) <b>Indemnity Insurance Company of North America</b>	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**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 name in the Schedule.

Schedule

1.  Specific Waiver

Name of person or organization:  
FORT BEND COUNTY,COUNTY JUDGE AND COMMISSIONERS COURT,  
401 JACKSON STREET, 1ST FLOOR  
RICHMOND, TX 77469

Blanket Waiver

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

2. Operations:

RE: FORT BEND COUNTY 2013 MOBILITY BOND PROGRAM-BRAXTON ROAD FROM FM 2919 TO EXISTING BRIDGE PROJECT NO. 13116

3. Premium:

The premium charge for this endorsement shall be 0% 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: \$0

*Michelle Kopp*

Authorized Agent

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/20/2015

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: USI Southwest, 7600B North Capital of TX Hwy. #200, Austin, TX 78731. CONTACT NAME: Debi Wylie, PHONE: 512-651-4159, FAX: 512-467-0113. INSURER(S) AFFORDING COVERAGE: Starr Surplus Lines Insurance C, NAIC #: 13604. INSURED: Doucet and Associates Inc, 7401 B Hwy. 71 West, Suite 160, Austin, TX 78735.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR VVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Project #13116 [814-031], Fort Bend County 2013 Mobility Bond Program Braxton Road from FM 2919 to Existing Bridge.

This Certificate is issued in respects to above referenced.

\*\* Supplemental Name \*\* (See Attached Descriptions)

CERTIFICATE HOLDER: Fort Bend County, Attn: County Judge and Commissioners Court, 401 Jackson Street, 1st Floor, Richmond, TX 77469. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: James E. Zimmerman

## DESCRIPTIONS (Continued from Page 1)

Doucet and Associates Inc

Doucet & Associates, Inc. & Accu Surve, Inc.

Accu Surve, Inc.

Doucet & Associates, Inc. & Accu Surve, Inc.

Accu Surve, Inc. dba Earth Quest Land Surveying