

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 Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (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 construction of a two-lane concrete boulevard between FM 1463 and IH-10, under the Fort Bend County 2013 Mobility Bond Program – Cane Island Parkway – Project No. 13306 (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 four hundred fifty thousand dollars and 00/100 (\$450,000.00). 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 four hundred fifty thousand dollars and 00/100 (\$450,000.00), 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 four hundred fifty thousand dollars and 00/100 (\$450,000.00).

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 (or a Claims Made form for Professional Liability insurance) 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 may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, 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, 1st Floor
Richmond, Texas 77469

Contractor: Edminister, Hinshaw, Russ & Associates, Inc., d/b/a EHRA
Attn: Ed Gamel, Vice President
10555 Westoffice Drive
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 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.


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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 ____ day of _____, 2015.

FORT BEND COUNTY

EDMINISTER, HINSHAW, RUSS & ASSOCIATES, INC., D/B/A EHRA


Robert E. Hebert, County Judge

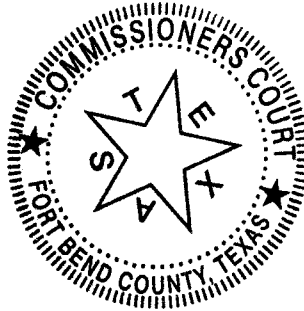

Ed Gamel, Vice President

6-23-15
Date

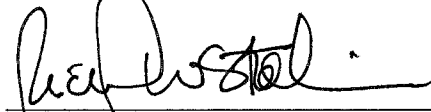
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Date

ATTEST:


Laura Richard, County Clerk

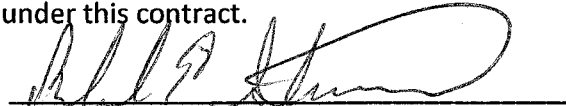


APPROVED:


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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$450,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

MDS

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide engineering services as follows:

TASK 1: PRE DESIGN PHASE

1. Design and develop Engineering concept plans necessary for the new South Cane Island Parkway. The new roadway design will be for two lane west half boulevard, Low Impact Development (LID) drainage, conventional drainage, west side bridge approximately 600-ft long bridge over Willow Fork Bayou, MSE retaining walls for west half of major thoroughfare, and intersection improvements at FM 1463 (including illumination).

Pre Design includes:

1. Data collection and field reconnaissance (Ultimate R.O.W.).
2. Proposed incorporation of Low Impact Development (LID) in the median from FM 1463 to the south bridge abutment.
3. Refinement of design at FM1463 Intersection with Cane Island Parkway. Re-approval of all TxDOT Departments will be required.
4. Coordination with environmental consultant hired by Fort Bend County.
5. Impacts and identification of existing pipeline easements, and crossing requirements will be required by Fort Bend County General Engineering Consultant (GEC).
6. Provisions for Pipeline maintenance access will be provided by GEC.
7. Preparation of Right-of-way maps.
8. Topography needed to complete engineering design evaluation (ultimate condition).
9. Drainage outfall to Willow Fork through private property on the south side of the Pipeline easement to the west of the parkway (ultimate condition).
10. TxDOT review of concept plans (Design Concept Conference) for FM 1463 interchange and tie-in at the north end of the project.
11. Proposed roadway and bridge typical sections for west side bridge.
12. Preliminary Traffic Control Plans and Sequence of Construction at FM 1463 Intersection for TxDOT approval Preliminary Traffic Signal Design at FM 1463 for TxDOT review.
13. Preliminary Signage and Pavement markings.
14. Coordination with geotechnical consultant.
15. Preliminary Illumination layout at FM 1463 for TxDOT review.
16. Cost estimates

TASK 2: DESIGN PHASE - BASIC ENGINEERING SERVICES

1. Roadway Design

Engineer will provide design services to construct the South Cane Island Parkway from FM 1463 to north bank of Willow Fork Bayou.

The roadway will be constructed as two (2) lanes one-half major thoroughfare section which provides a 25-foot concrete pavement roadway with a combination of LID (if applicable) and conventional drainage located within the proposed right-of-way.

Water and Sanitary utility improvements are not part of this scope.

The plan view shall contain the following design elements:

1. Calculated roadway center lines for new west side two lanes.
2. Pavement edges for all improvements (main lanes, cross street and private driveways.)
3. Lane and pavement width dimensions.
4. Proposed structure locations, lengths and widths.
5. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes shall also be shown.
6. Traffic Control Plans and Construction Sequencing plans.
7. Control of access line, ROW lines, and easements.
8. Begin / End super elevation transitions and cross slope changes.
9. Limits of riprap, block sod, and permanent seeding.
10. Identification of existing utilities and structures.
11. Benchmark information.
12. Radii call outs, curb locations, CTB, guard fence and crash safety items.

The profile view shall contain the following design elements:

1. Calculated profile grade for proposed two new west side two lanes. Water surface elevations at major stream crossings for 10-, 25-, 50-, and 100- year storms.
2. Calculated vertical clearances at bridge crossing.
3. The location of intersection and main lanes (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).

2. Structural Design (West side bridge only)

The improvements anticipate one west side bridge over the Willow Fork Bayou. The bridge will meet typical TxDOT standard for girder type pre-stressed concrete bridge supported on standard abutments and

Interior bents. The foundations will be concrete drilled shafts unless otherwise recommended by the geotechnical engineer. The current scope includes the design of west side bridge only. The bridge will be designed per TxDOT Bridge Design Guidelines and TxDOT Standard Specifications. Design loading will be per AASHTO LRFD Design Specifications, current edition.

Additional, the ENGINEER shall perform the following tasks:

1. Perform calculations for design of bridge abutments
 2. Perform calculations for bridge slab design
 3. Perform calculations to determine elevations of bridge substructure and super structure elements
 4. Perform calculations for bridge beam design.
 5. Prepare necessary foundation details and plan sheets
 6. Prepare plan sheets for abutment design
 7. Prepare plan sheets for additional abutment detail
 8. Prepare framing plan and slab plan sheets
 9. Prepare Typical Sections (**Typical bridge cross section will be approximately 31 feet wide with no sidewalks**)
 10. Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
 11. Design Beams and prepare beam design tables.
 12. Prepare Bridge Summary Sheet.
 13. Prepare Foundation details.
3. MSE Retaining Walls (West side two lanes only)

The retaining wall layout plans are necessary to retain embankment fill within the acquired R.O.W. and will include:

1. Layout Plan
 1. Designation of reference line
 2. Beginning and ending retaining wall stations
 3. Offset from reference line
 4. Horizontal curve data
 5. Total length of wall

6. Indicate face of wall
7. All wall dimensions and alignment relations (alignment data as necessary)
8. Soil core hole locations
9. Inlet locations.

2. Elevation

1. Top of wall/coping elevations every 25 feet.
2. Existing and finished ground line elevations
3. Limits of measurement for payment
4. Type, limits, of guard rail and/or coping (as applicable).
5. Underdrain placement and outfalls

3. Foundation Studies: The Geotechnical Consultant will perform the external stability analysis for retaining walls. The Engineer will evaluate the adequacy of the retaining wall footings based on geotechnical recommendations.

4. Design Details

1. Structural wall type, details and anchorage details of railing and coping.
2. Drainage requirements – troughs, inlets, drain pipes/junction boxes.

4. Drainage

The project includes a detailed impact analysis for the proposed Cane Island Parkway.

Detailed analysis will include:

- a. Collection and review of existing conditions hydrologic and hydraulic studies and data, which may include:
 1. Fort Bend County LiDAR data;
 2. Updated Willow Fork hydraulic models.
- b. Tasks required for Hydrologic and Hydraulic Analysis include:
 1. New outfall thru Williams property to Willow Fork;
 2. Delineate drainage areas;
 3. Hydrologic calculations and analysis to determine allowable discharge rates for the proposed project;
 4. Bridge Hydraulic Data sheet;
 5. Investigate storm water detention options for the proposed project;
 6. Drainage report and exhibits;

- c. Tasks required for Drainage Design of the proposed project:
 - 1. Design of detention basin and outfall pipes (entire project).

TASK 3: ADDITIONAL SERVICES

Geotechnical Services are included in contract and performed by sub-consultant.

TASK 4: OTHER SERVICES

Traffic Signals and Illumination

Traffic signal modifications will be required at FM 1463 intersection. Required coordination with TxDOT regarding the traffic signal modification for future roadway widening will also be incorporated. Street illumination along the new thoroughfare is not included in this scope. Only illumination at the FM 1463 intersection is anticipated.

Survey Services

EHRA, Inc. has provided professional surveying services to perform calculations of the final approved alignment for the route and prepare documents for the acquisition of land for the road. All work will be performed under the supervision of a Registered Professional Land Surveyor licensed to practice in the State of Texas. EHRA will perform the following general scope of services:

1. Perform calculations of the Final Alignment approved by the client. This alignment affects nine (9) tracts of land subject to acquisition of land for road right-of-way;
2. Perform technical office surveying services necessary to revise Parcel Maps and Metes and Bounds Descriptions prepared during September 5, 2014 for the parcels crossing through the land owned by Wayne Shellenberg and Randall and Gayle Everitt; which had multiple changes.
3. Perform field surveying necessary to recover and tie property corners and major improvements for the Allen and Patricia Williams property located along the south side of the Willow Fork of Buffalo Bayou for ROW acquisition and perform topographic surveying of the northerly 250 feet of the Williams property to locate existing features (natural and man-made) necessary for the design of a Storm Sewer crossing the property to outfall into the Willow Fork of Buffalo Bayou;
4. Perform topographic surveying of the northerly 250 feet of the Allen and Patricia Williams property to locate existing features (natural and man-made) necessary for the design of a Storm Sewer crossing the property to outfall into the Willow Fork of Buffalo Bayou;
5. Perform topographic surveying of an easterly portion of the McAlister Opportunity Fund property to locate existing features (natural and man-made) necessary for location of a Detention Pond and Access Road;
6. Perform coordination and field staking of Proposed Right-of-Way lines for landowner approval;

7. Perform technical office surveying services necessary to prepare Final Parcel Maps of land to be acquired for roadway purposes;
8. Perform technical office surveying services necessary to prepare Final Metes and Bounds descriptions of land to be acquired for roadway purposes;
9. Perform technical office and field surveying services necessary to prepare and stake a Final Survey Control Map showing project centerline control and project benchmarks.

Storm Water Quality Management Report

Engineer will prepare a Storm Water Quality Management Report for the Subject Property to conform to the requirements of Fort Bend County and suitable for contractors to obtain the necessary permits. Engineer will not obtain Storm Water Quality Permit for contractors.

Storm Water Pollution Prevention Plan

Engineer will prepare a Storm Water Quality Management Report for the Subject Property to satisfy Texas Commission on Environmental Quality and Fort Bend County.

PROJECT SCHEDULE

Please see attached Project Schedule.

HOURLY RATE SCHEDULE

Please see attached Hourly Rate and Reimbursement Schedule.

FEE SCHEDULE SUMMARY

Please see attached Fee Schedule Summary.

PERSONNEL

Mr. Sivaji Senapathi, P.E., will be the Project Manager for this project. He will serve as the primary point of contact after authorization of the agreement.

CONSULTANT PAYMENT – FIXED FEE

Compensation for the Basic Services for this project shall be on a **fixed fee** basis including sub-consultants costs.

All payment for services will be paid monthly based on the percentage of completion of each task.

Payment to the Consultant for services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Consultant. Typically, billings must be submitted within thirty (30) days after the completion of services for the current billing. The final billing must be received within sixty (60) days of the completion of services. Refer to specific contract terms for payment will be contained in the Professional Services Agreement.

Direct expenses include mileage, delivery service, fees, abstracting expenses and printing costs. All other expenses are considered part of the base fixed fee.

A. GENERAL RESPONSIBILITIES

1. Utility coordination for this project will be done by SPI. The Consultant must incorporate both private and public utility information into the proposed design plans.
2. Documents prepared by the Consultant, including drawings, estimates, specifications, field notes, investigation studies, etc., are the property of Fort Bend County.
3. All plan sheets shall be developed using computer-aided drafting technology using Microstation V8i.
4. The final construction documents will be prepared as one complete bid document including the FM 1463 interchange improvements within the TxDOT right-of-way.

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FBCED RESPONSIBILITIES

A. COUNTY REVIEW

FBCED will review and comment on the base plan, the preliminary (30%) plans, (90%) plans, and the Final (100%) plan submittals. FBCED may also receive comments from TxDOT when applicable.

B. INFORMATION SERVICES TO BE PROVIDED BY FBCED

1. Appropriate traffic and safety notes.
2. Available plans and/or layout drawings for each location.
3. Available traffic counts and turning movement counts.
4. Available soil boring information.
5. Recent traffic signal plans, specifications and special provisions of similar project.
6. Available list of standard traffic signal hardware and software.
7. Assistance to obtain access to private property needed for design.

C. REFERENCE DOCUMENTS AND STANDARDS TO BE USED

1. *National Manual of Uniform Traffic Control Devices.*
2. *Texas Manual of Uniform Traffic Control Devices.*
3. Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Street and Bridges”.
4. Fort Bend County design guidelines.

D. PROJECT COORDINATION

Coordinate design service with FBCED and FBCR&B overhead and/or underground utility/telephone companies.

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SOUTH CANE ISLAND PARKWAY (NORTH BANK OF WILLOW FORK TO FM 1463 INTERSECTION)

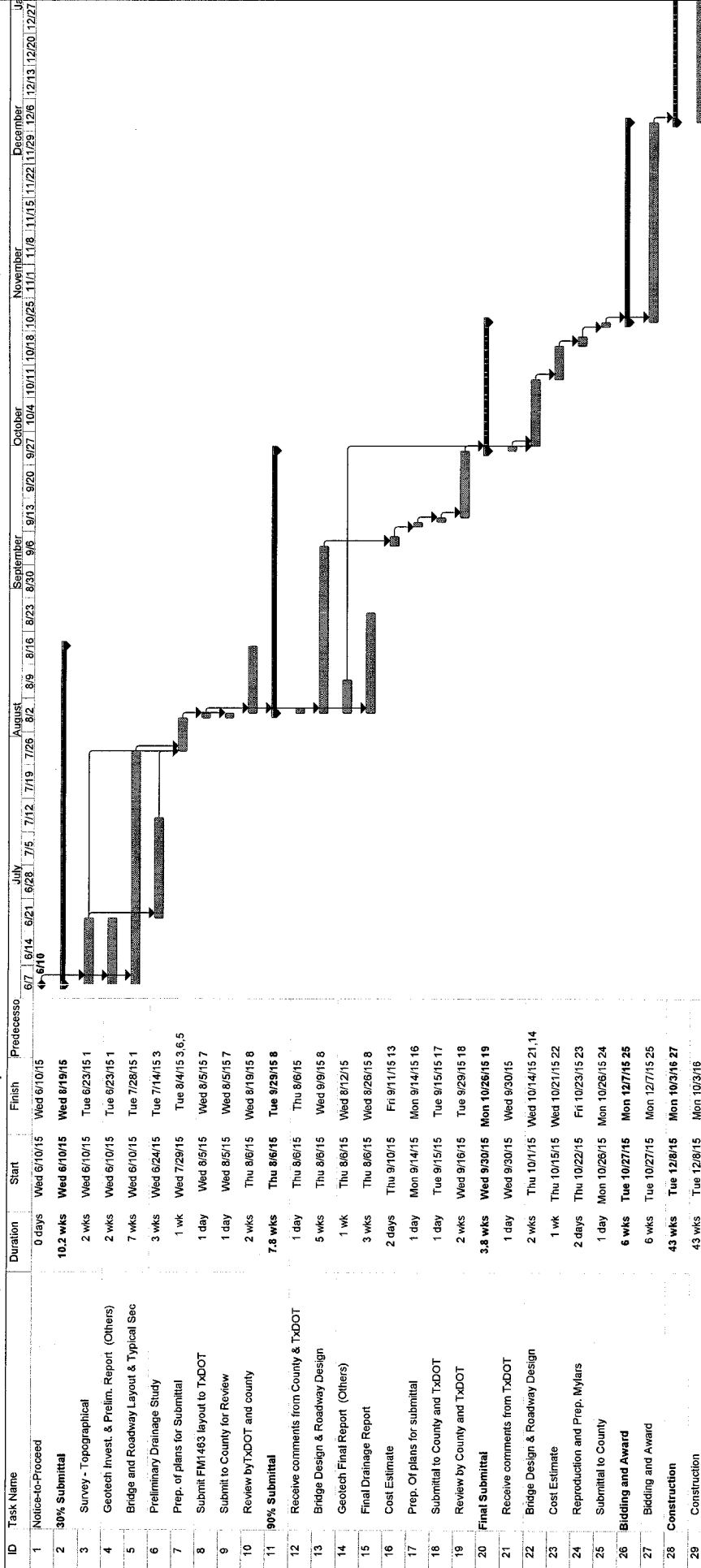
FEE SCHEDULE SUMMARY

DESIGN SERVICES

Project Limits: NORTH BANK OF WILLOW FORK TO FM 1463 INTERSECTION (WEST HALF OF BOULEVARD)

WORK TASK	DESCRIPTION	ORIGINAL SCOPE
30% PLANS		
1	PRE DESIGN PHASE	\$ 45,340
90% AND FINAL PLANS		
2	FINAL ROADWAY PLANS	\$ 88,360
3	DRAINAGE ANALYSIS - CANE ISLAND PARKWAY	\$ 26,200
4	BRIDGE DESIGN (ONE BRIDGE ONLY)	\$ 108,095
5	MSE WALL DESIGN	\$ 15,640
6	QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	\$ 7,570
7	CONSTRUCTION COST ESTIMATE	\$ 4,320
8	PREPARATION AND SUBMITTAL OF PS&E FOR APPROVAL	\$ 2,310
9	BID & CONSTRUCTION PHASE SERVICES (HOURLY)	\$ 16,820
10	PROJECT MANAGEMENT AND SECTION LEAD MANAGEMENT TASKS	\$ 23,160
11	TRAFFIC CONTROL PLAN	\$ 10,000
12	SIGNAGE STRIPING	\$ 4,000
13	STORM WATER POLLUTION PREVENTION PLAN	\$ 6,610
14	GEOTECHNICAL ENGINEERING SERVICES	\$ 36,000
15	TRAFFIC SIGNALS AT FM 1463 PER TxDOT STANDARDS	\$ 26,000
16	SURVEY	\$ 26,700
19	ENVIRONMENTAL WETLANDS	
22	DIRECT EXPENSES	\$ 2,875
BASIC SERVICES TOTAL		\$ 450,000

**PROJECT SCHEDULE
SOUTH CANE ISLAND PARKWAY (FM1463 TO I10 OVERPASS)**



Project: 20150306 - South Cane Island
Date: Wed 6/10/15

Task Split Milestone Summary

Project Summary External Tasks External Milestone Inactive Task

Inactive Milestone Inactive Summary Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only Finish-only

Progress Deadline

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EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. d/b/a EHRA
HOURLY RATE AND REIMBURSEMENT SCHEDULE
Public Works
2014

<u>ENGINEERING AND SURVEYING PERSONNEL:</u>	<u>Per Hour</u>
Principal	\$240.00
Department Manager / Senior Engineer	195.00
Senior Project Manager	195.00
Senior Survey Project Manager/RPLS	195.00
Project Manager	165.00
Survey Project Manager	130.00
Assistant Project Manager	150.00
Senior Project Engineer	140.00
Project Engineer	125.00
Assistant Project Engineer	105.00
Registered Landscape Architect	135.00
Project Landscape Designer	115.00
Design/Production Manager	150.00
Senior Design CAD Technician	120.00
Senior Survey CAD Technician	110.00
Design CAD Technician	105.00
CAD Technician	90.00
Senior Land Planner	165.00
Land Planner	105.00
Assistant Land Planner	95.00
Senior Platting Coordinator	115.00
Platting Coordinator	95.00
Senior Construction Project Manager	135.00
Construction Project Manager	110.00
Assistant Construction Project Manager	100.00
Project Site Representative	90.00
Construction Management Specialist	90.00
Accounting Administrator	125.00
Administrative Assistant / Clerical	80.00
Survey Field Supervisor	105.00
Survey 1 Person GPS/Robotic Crew	140.00
Survey Party Chief	80.00
Survey Instrument Person	60.00
Survey Rod Person	20.00

REIMBURSABLES:

Delivery	Cost
Outside Reproduction	Cost
Blackline Prints	\$0.30/Sq. Ft.
Mylars	\$1.60/Sq. Ft.
Sub-Consultant Fees	Cost
Outside Abstracting, Documentation, Deed Research	Cost
Advertising	Cost
Plan Review Fees, Governmental Fees	Cost