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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 Terra 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, including the design of approximately 5,000 linear feet of four-lane, divided concrete roadway with curb & gutter and storm sewer system, under the Fort Bend County 2013 Mobility Bond Program – Lake Olympia Parkway - Segment 1: from Hurricane Lane to Chimney Rock – Project No. 13207 (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 three hundred three thousand four hundred dollars and 00/100 (\$303,400.00). 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 three hundred three thousand four hundred dollars and 00/100 (\$303,400.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed three hundred three thousand four hundred dollars and 00/100 (\$303,400.00).

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: Terra Associates, Inc.
Attn: David Sepulveda, P.E., Vice President
1445 North Loop West, Suite 450
Houston, Texas 77008

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

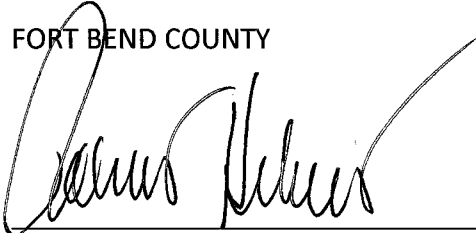
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

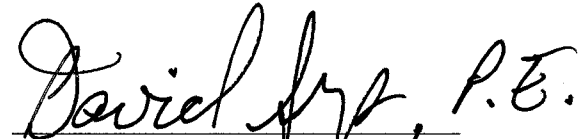
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

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 7 day of July, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

TERRA ASSOCIATES, INC

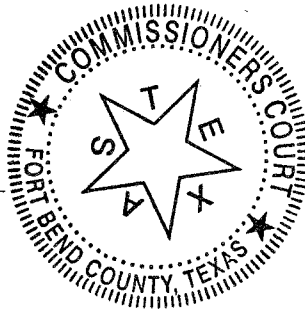

David Sepulveda, P.E., Vice President

Date July 7 2015

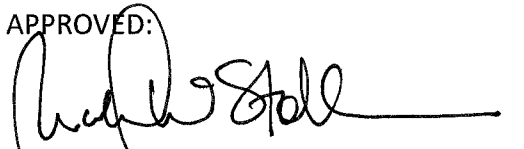
Date 6-18-15

ATTEST:


Laura Richard, County Clerk

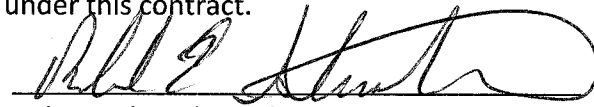


APPROVED:


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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$303,400.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

MDS

EXHIBIT A



June 9, 2015

Mr. Richard Stolleis, PE
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469

Re: **Lake Olympia Boulevard Extension from Approximately (Future) Hurricane Lane to (Future) Chimney Rock Road, Fort Bend County, Texas**

TAI Project Number: 0522 - 1502

Mr. Stolleis,

Terra Associates appreciates this opportunity to submit this proposal for surveying, preliminary design services, final design services, geotechnical investigation/report and construction phase services as required for the aforementioned project. Our understanding of the scope of services is as follows:

1. Preliminary Design

The primary goals of preliminary design are to:

- A. Establish a typical cross section
- B. Determine right-of-way acquisition needs
- C. Determine potential conflicts with existing facilities & utilities
- D. Identify critical path items
- E. Identify problem areas and potential resolutions
- F. Prepare a construction cost estimate
- G. Prepare 30% plans

Preliminary Design Report

A Preliminary Engineering Report will be prepared for preliminary design, and the purpose of the report is to document the seven goals stated above. It is not necessary to prepare a presentation-quality document, as the report will remain internal to Engineering staff. The report should also include as applicable: a drainage report, a geotechnical report, and an environmental report. Three copies of the report will be submitted for review. No technical presentations are required.

30% Plans

30% plan sets will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. These plans, along with a typical section sheet, are the only drawings that are necessary at this point. 30% plans will be prepared on 11" by 17" paper.

Research to determine the presence and location of underground utilities (pipelines, duct banks, etc.) is the design consultant's responsibility. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers should be obtained. An appropriate attempt must be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features should be identified. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the County and/or its project management consultant.

Topographic Survey

Topographic survey should be completed during preliminary design, unless the project includes a completely new roadway alignment that needs to be approved. Normally, right-of-way acquisition will be required for road expansions, and part of preliminary design includes determining where to expand. To cover all options, topographic survey should be taken within existing right-of-way and then at least 20 feet beyond the right-of-way on each side. Temporary benchmarks and baseline control should be set, both with 1,000-foot maximum spacing between points. Abstracting should be performed to gain a preliminary determination of property ownership and existing right-of-way widths. During topographic survey, found property corners should be documented so that the approximate location of the right-of-way can be determined. Structures in clear view and within 100 feet of the existing right-of-way should be surveyed.

Once right-of-way needs have been determined and approved by the County, a Category 1A survey must be performed to produce a parcel map and metes-and-bounds description for each parcel to be acquired in the project. These documents will be submitted separately from other design documents, and will be paid for on a per-parcel basis.

Geotechnical Investigation

Geotechnical investigations and reporting should be completed during preliminary design, in accordance with Harris County criteria.

Environmental Investigations

Preliminary wetlands investigations and project notification to the Texas Historical Commission will be performed by the County on a program-wide basis, so these efforts should not be needed on a project level. The design consultant will be notified if further efforts are needed for a particular project. The design consultant will also be notified if a Phase 1 Environmental Site Assessment is needed for the project.

Compensation

Except as noted, all preliminary design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis by task. Major tasks of preliminary design (design, survey, geotechnical, etc.) will be itemized in invoices.

2. Final Design

The goal is to prepare construction drawings and specifications accurately and efficiently. Interim submittals will normally be made at 70 percent and 95 percent completion, and should include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

Applicable design criteria include, in order of priority, (1) Fort Bend County Drainage Criteria Manual (Fort Bend County Drainage District, November 1987, revised April 1999), (2) municipal design criteria if the project is located within the limits of a municipality that has design criteria, (3) Guidelines for Engineers Having Contracts with Harris County, Texas (Harris County Public Infrastructure Department, 1988), (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) the Infrastructure Design Manual (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents).

The 70 percent submittal should include the following:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
- Typical sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- Survey control map
- Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
- Plan and profile sheets (1"=20' plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
- Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
- Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details)
- Bridge layout and details (if applicable)
- Specification table of contents
- Bid form with estimated unit and total costs (spreadsheet based)

Three copies of the 70 percent submittal will be required for County review, and drawings can be submitted on 11-inch by 17-inch sheets.



The 95 percent submittal should be considered bid-ready but not sealed, and shall include all of the 70 percent requirements plus the following:

- General notes sheet
- Cross sections (100-foot intervals with earthwork calculations)
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Responses to 70 percent comments

Three copies of the 95 percent submittal will be required for County review, and drawings should be submitted on 22-inch by 34-inch sheets.

Final design efforts will be considered complete when comments to the 95 percent submittal have been addressed.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

3. 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 the design consultant in Adobe Acrobat (pdf) format. The design consultant will prepare a single project manual file in Adobe Acrobat format, consisting of:

- Administrative documents
- The bid form (prepared by the design consultant)
- A sealed specification table of contents
- Applicable specifications and documents

The design consultant will prepare a single file in Adobe Acrobat format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

The design consultant will prepare 28 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and three discs will be provided to the County's project management consultant. Printed documents are not required.

The design consultant will attend a pre-bid meeting at the County Purchasing Office. It is not necessary to prepare for the meeting, other than to be able to briefly describe the project.

The Purchasing Agent will forward bidder questions to the design consultant. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the design consultant if necessary. The Purchasing Agent will distribute the addendum.

After the bid, the County's project management consultant will prepare a bid tabulation and provide a copy to the design consultant for filing.



The design consultant will attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor. Prior to the meeting, the project management consultant will inform the design consultant of how many drawing and project manual sets are required, and the design consultant will provide these documents at the pre-construction meeting.

The design consultant 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.

The design consultant will participate in a substantial completion walkthrough.

After project completion, the design consultant will prepare record drawings based on contractor as-built markups. The record drawings may be printed on paper and delivered to the County.

All bid and construction phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its project management consultant and the design consultant. 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. The project management consultant can provide a tax exemption form to the design consultant to ensure that tax is not charged.

Fee. We propose that our compensation for the above described basic services (including reimbursable services) be based upon a lump sum basis for both the Preliminary and Final Design Services. Construction Phase Services will be compensated on a Time & Materials basis (including reimbursable services).

Schedule. The Preliminary Design Report will be completed within four months of notice-to-proceed. Final Plans will be completed within three months of acceptable of the Preliminary Design Report. Construction Phase Services will be completed in a timely manner as dictated by each individual task.

Best regards,

A handwritten signature in black ink, appearing to read "Lyle Henkel, P.E.", is written over a horizontal line.

Mr. Lyle Henkel, P.E.
President

TERRA ASSOCIATES, INC.
1445 North Loop West, Suite 450
Houston, Texas 77008

Fort Bend County 2013 Mobility Bond Program Fee Estimate Worksheet
 Lake Olympia - Hurricane Lane to Chimney Rock

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	SPECIAL ENGINEER	DESIGN ENGINEER	SENIOR DESIGNER	CADD OPERATOR	CLERICAL	TOTAL HOURS	Task Total
1. Preliminary Design (LS)										\$ 137,945.00
Establish a Typical Cross Section	1	1							2	\$ 375.00
Determine ROW Acquisition Needs		1			4	8	12		25	\$ 2,335.00
Determine Potential Conflicts with existing facilities & utilities		1	1		4	8	8		22	\$ 2,185.00
Identify Critical Path Items	1	4	8		4	8	8		33	\$ 4,100.00
Identify Problem Areas and Potential Resolutions	1	4	12		16	16	12		61	\$ 7,100.00
Site Visit	4	4	4						12	\$ 2,180.00
Prepare a Construction Cost Estimate	1	3	8		4	8	16		40	\$ 4,665.00
Prepare 30% Plans	2	16	40		80		120		258	\$ 27,600.00
Utility Coordination		4			8	4			16	\$ 1,900.00
Topographic Survey	15	36	50	50	24	16	40	8	239	\$ 31,980.00
Control & Monumentation - Prepare Survey Control Map	4	10				13	40		67	\$ 7,050.00
Right-of-way Parcel Exhibits (\$2,300 per parcel)									0	\$ 23,000.00
Geotechnical Investigation	6	9		40	39	17		7	118	\$ 13,995.00
Project Management & Meetings (3 Months Typical)	2	4						8	14	\$ 1,580.00
Preliminary Phase Expenses										\$ 8,000.00
2. Final Design (LS)										\$ 134,735.00
Cover Sheet & Index		1			1		2		4	\$ 435.00
General Notes		1	4		2	4	8		19	\$ 2,095.00
Quantities (Summary Sheets - Optional)		1			4	4	8		17	\$ 1,815.00
Typical Sections (70%-Final)		1	1		2	2	8		14	\$ 1,385.00
Project Layout			1		2	2	4		9	\$ 890.00
Drainage Area Maps	1	8	24		80	40	16		169	\$ 18,960.00
Drainage Calculations	1	1	32		65	24	88		211	\$ 21,755.00
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)	2	8	16		40	40	88		194	\$ 19,560.00
Intersection Layouts or Cross Street Details	1	4	16		16	24	88		149	\$ 14,660.00
TCP Advance Warning Signs			2				2		4	\$ 500.00
TCP Overview & Narrative			2			4			6	\$ 740.00
Detour Plans (with County Approval only)									0	\$ -
Traffic Control Plan	1	4	4		4	6	12		31	\$ 3,640.00
Temporary Traffic Signal Plans									0	\$ -
SWPPP Sheets			4		4	8	24		40	\$ 3,800.00
Bridge Layouts									0	\$ -
Bridge Detail Sheets									0	\$ -
Design Calculations									0	\$ -
Signing & Pavement Markings			8		8	16	40		72	\$ 6,960.00
Traffic Signal & Warrant Study									0	\$ -
Detail Sheets	1	1	4		8	8	16		39	\$ 3,935.00
Standard Details	1								1	\$ 200.00
Technical Specifications	1	8	12		8	4			33	\$ 4,840.00
Bid Form	1	1	4		4				10	\$ 1,455.00
Construction Cost Estimate	1	2	4		8				15	\$ 2,030.00
Utility & Agency Approvals & Signatures			2		8	4			14	\$ 1,540.00
Cross Sections with earthwork calculations		4	17		18	12	40		89	\$ 9,590.00
Responses to Comments	1	2	4		8				23	\$ 2,670.00
Project Management & Meetings (3 Months Typical)	2	4						8	14	\$ 1,580.00
Final Design Phase Expenses										\$ 10,000.00

Fort Bend County 2013 Mobility Bond Program Fee Estimate Worksheet
 Lake Olympia - Hurricane Lane to Chimney Rock

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	SPECIAL ENGINEER	DESIGN ENGINEER	SENIOR DESIGNER	CADD OPERATOR	CLERICAL	TOTAL HOURS	Task Total
3. Bid & Construction Phase Services (T&M)										\$ 30,720.00
Project Manual & Plans (PDF Format on Compact Disc * 28)	2	16	16		40	16		32	122	\$ 13,440.00
Attend Pre-Bid Meeting	2	2							4	\$ 760.00
Answer Bidder Questions & Addendum		4	8		6	2			20	\$ 2,860.00
Attend Pre-Construction Meeting	2	2							4	\$ 760.00
Review Contractor Submittals		2	8		8	4			22	\$ 2,910.00
Answering Requests for Information			4		4	4			12	\$ 1,480.00
Substantial Completion Walkthrough	2	2							4	\$ 750.00
Record Drawings			4		4		40		48	\$ 4,280.00
Bid & Construction Phase Expenses										\$ 3,500.00
MANHOUR SUBTOTAL	59	176	324	90	533	326	748	63	2,319	
	3%	8%	14%	4%	23%	14%	32%	3%		
LABOR RATE PER HOUR	\$200.00	\$175.00	\$170.00	\$130.00	\$100.00	\$100.00	\$80.00	\$60.00		
SUBTOTAL LABOR	\$11,800.00	\$30,800.00	\$55,080.00	\$11,700.00	\$53,300.00	\$32,600.00	\$59,640.00	\$3,780.00		
TOTAL										\$ 303,400.00

Client#: 155453

TERRAASC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2014

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

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

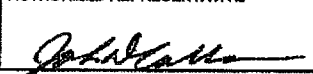
PRODUCER USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	
INSURED Terra Associates Inc 1445 N Loop W Ste 450 Houston, TX 77008	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Lloyds Insurance Compa	NAIC # 38253
	INSURER B: Hartford Casualty Insurance Com	29424
	INSURER C: Travelers Casualty & Surety Co.	31194
	INSURER D:	
	INSURER E:	
INSURER F:		

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	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			61SBABS5105	11/19/2014	11/19/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61SBABS5105	11/19/2014	11/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			61SBABS5105	11/19/2014	11/19/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WECGF8987	11/19/2014	11/19/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			106001201	10/12/2014	10/12/2015	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The General Liability and Auto Liability policies include an automatic Additional Insured endorsement that provides Additional Insured 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 work performed on behalf of the named insured. All policies provide a Blanket Waiver of Subrogation as required by written contract. The General Liability and Automobile Liability policies (See Attached Descriptions)

CERTIFICATE HOLDER Fort Bend County Purchasing Department 301 Jackson St., Suite 201 Richmond, TX 77469-0000	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 
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DESCRIPTIONS (Continued from Page 1)

contain "Primary and Noncontributory" wording with respects to the sole negligence of the named insured, as required by written contract.

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the

holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.