

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS

COUNTY OF FORT BEND

5

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between The Fort Bend County Drainage District, (hereinafter "Drainage District"), a body corporate and politic under the laws of the State of Texas, and Q Consultants Inc., dba Quadrant Consultants, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the Drainage District desires that Contractor provide certain professional engineering services to perform a drainage study of the proposed Chimney Rock Road extension and Lake Olympia extension located in northeast Fort Bend County; and

WHEREAS, the Drainage District has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; 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 Drainage District 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 Drainage District, 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 Drainage District, is incompetent or by his conduct becomes detrimental to the project shall, upon request of Drainage District, 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 ninety-nine thousand three hundred three dollars and no/100 (\$99,303.00). In no case shall the amount paid by Drainage District 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 Drainage District.

3.3 Drainage District will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to Drainage District two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to Drainage District. Drainage District 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. Drainage District shall pay each such approved invoice within thirty (30) calendar days. Drainage District 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 Drainage District shall have available the total maximum sum of ninety-nine thousand three hundred three dollars and no/100 (\$99,303.00), specifically allocated to fully discharge any and all liabilities Drainage District 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 Drainage District may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed ninety-nine thousand three hundred three dollars and no/100 (\$99,303.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from Drainage District and end no later than three (3) 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 Drainage District.

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 Drainage District may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 Drainage District 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 Drainage District 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 Drainage District's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from Drainage District 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 Drainage District in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, Drainage District 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 Drainage District. Contractor's final invoice for said services will be presented to and paid by Drainage District in the same manner set forth in Section 3 above.

7.4 If Drainage District 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 Drainage District 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 Drainage District on request. Change or alteration of any such data and material by Drainage District or by others acting through or on behalf of Drainage District will be at Drainage District's sole risk.

Section 9. Inspection of Books and Records

Contractor will permit Drainage District, or any duly authorized agent of Drainage District, 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. Drainage District'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 DRAINAGE DISTRICT 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 Drainage District. Any and all information of any form obtained by Contractor or its employees or agents from Drainage District in the performance of this Agreement shall be deemed to be confidential information of Drainage District ("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 Drainage District 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 Drainage District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise Drainage District 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 Drainage District in seeking injunctive or other equitable relief in the name of Drainage District or Contractor against any such person. Contractor agrees that, except as directed by Drainage District, 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 Drainage District's request, Contractor will promptly turn over to Drainage District 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 Drainage District that is inadequately compensable in damages. Accordingly, Drainage District 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 Drainage District 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 Drainage District 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, Drainage District 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 Drainage District 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. The terms and conditions of the Agreement are not proprietary or confidential information.

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 Drainage District and shall not be entitled to any of the privileges or benefits of Drainage District 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:

Drainage District:	Fort Bend County Drainage District ATTN: Mark Vogler, P.E. P.O. Box 1028 1124 Blume Road Rosenberg, Texas 77471
--------------------	---

With a copy to:	Fort Bend County Attn: County Judge 301 Jackson Street, Suite 719 Richmond, Texas 77469
-----------------	--

Contractor:	Q Consultants, Inc. dba Quadrant Consultants, Inc. ATTN: Peter R. Jordan, P.E. 7322 Southwest Frwy, Suite 470 Houston, Texas 77074
-------------	---

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 Drainage District, Contractor shall furnish Drainage District 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 Drainage District 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 Drainage District 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 and Delegation

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 Drainage District's sovereign immunity.

Section 19. Successors and Assigns

Drainage District 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 Drainage District. 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 Drainage District, 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 exhibit, this Agreement controls.

Section 25. Entire Agreement

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

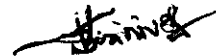
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 27 day of June, 2017.

FORT BEND COUNTY DRAINAGE DISTRICT



Robert E. Hebert, County Judge

Q CONSULTANTS, INC. dba QUADRANT CONSULTANTS, INC.



Authorized Agent- Signature

Srinivas A. Vellore, P.E., RPLS

Authorized Agent- Printed Name

Principal

Title

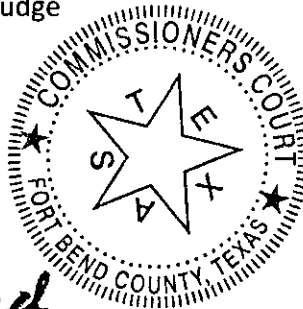
06/16/2017

Date

ATTEST:

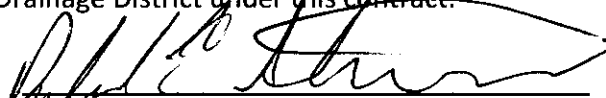


Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$99,303.⁰⁰ to accomplish and pay the obligation of the Fort Bend County Drainage District under this contract.



Robert E. Sturdivant, County Auditor

EXHIBIT A



7322 Southwest Freeway, Suite 470
Houston, Texas 77074
Phone 713-779-2990
Fax 713-779-3727
Email qci@qconsultants.com
Web www.qconsultants.com

May 26, 2017

Fort Bend County Drainage District
Mr. Mark Vogler
1124 Blume Road
Rosenberg, Texas 77471

RE: Professional Engineering Services Proposal – Comprehensive Drainage Study for Chimney Rock Road extension and Lake Olympia Parkway extension located in northeast Fort Bend County

Dear Mr. Vogler,

Q Consultants Inc. dba Quadrant Consultants Inc. is pleased to present our proposal to perform Professional Engineering Services concerning stormwater drainage for an area of Fort Bend County bound by FM 2234 (McHard Road) on the north, FM 521 on the east, Trammel-Fresno Road on the south, and Fort Bend County Toll Road on the west.

BACKGROUND

There are two roadway extension projects proposed in northeast Fort Bend County. They are Chimney Rock Road and Lake Olympia Parkway.

Fort Bend County Precinct 1 and Precinct 2 desires to extend Chimney Rock Road from FM 2234 (McHard Road) south to connect to Chimney Rock Road north of Trammel-Fresno Road. Chimney Rock Road is on Fort Bend County's Major Thoroughfare Plan.

The proposed Chimney Rock Road extension will lay within three drainage watersheds, Clear Creek near FM 2234 (the northern limits), Mustang Bayou and Long Point Creek (the south limits). In addition, the proposed roadway will cross a number of pipelines and a Gulf Coast Water Authority Canal near Mustang Bayou.

Lake Olympia Parkway will be extended eastward from the Fort Bend Toll Road to Chimney Rock Road (Phase I) and further east to FM 521 (Phase II).

The proposed Lake Olympia Parkway extension will also lay within two watersheds, Mustang Bayou generally to the north and Long Point Creek to the south.

SCOPE OF WORK

The purpose of this study is to determine the drainage improvements required to mitigate any impacts the proposed roadway projects may cause to the headwaters and downstream of Clear Creek; upstream/downstream impacts to Mustang Bayou; headwaters and downstream effects of Long Point Creek; and recommendations of engineering designs to mitigate any adverse impacts to each of the three drainage channels above.

We propose to accomplish this study as follows:

- Collect data concerning the proposed roadway alignment, right-of-way, and cross section(s) within the project limits.
- Identify and coordinate with the stakeholders affected by the project.
- Coordinate with Fort Bend County and other governmental entities.
- Review roadway design plans prepared by others.
- Utilize information obtained from Firm maps, FIS Reports and 2014 Lidar Data from Fort Bend County as basis of the drainage study.

DRAINAGE STUDY

- Determine the existing drainage areas headwaters condition for Clear Creek, Mustang Bayou, and Long Point Creek in the vicinity of the projects.
- Identify any physical obstacles and challenges to overcome as part of accomplishing these roadway extension projects from a drainage prospective.
- Define the proposed drainage areas and the corresponding storm water runoff contributions contributed to the drainage systems by the proposed roadways construction.
- Determine, quantify, and locate detention mitigation required by each of the roadway construction and floodplain impacts.
- Prepare exhibits illustrating drainage areas, stormwater runoffs, roadway alignments, and recommended detention facilities.
- Perform H&H analysis to extend the unstudied portion of Clear Creek upstream to at least Chimney Rock Road crossing.
- Investigate drainage conveyance to Long Point Creek and Mustang Bayou from Lake Olympia Parkway.
- Perform H&H Analysis to extend Long Point Creek Upstream to Lake Olympia Parkway.
- Prepare preliminary construction cost estimates for the recommended drainage improvements.
- Prepare the drainage study report.

Information to be provided by Fort Bend County Drainage District:

- 2014 Lidar Data for the project area.
- Hydraulic model for Clear Creek and Mustang Bayou.
- Existing parcel and right of way information.
- Proposed roadway construction plans and/or schematic alignments.

All work will be done in accordance with the Fort Bend County Drainage District - Drainage Criteria Manual (latest addition).

PROJECT SCHEDULE

We propose to complete the project within three (3) months from your authorization and notice to proceed.

PROFESSIONAL SERVICES FEE

We propose to accomplish the work described above for a lump sum fee of \$99,303.00. The breakdown of the engineering services fee is shown in the attached Level of Effort.

Thank you for giving us the opportunity to submit this proposal. We look forward to assisting you with this important project. If you have questions or require additional information, please contact me.

Sincerely,
Q Consultants Inc. dba Quadrant Consultants Inc.

A handwritten signature in black ink, appearing to read 'P. Jordan', written over a horizontal line.

Peter R. Jordan, P.E.
Vice President

LEVEL OF EFFORT

Chimney Rock Road and Lake Olympia Parkway Extensions

Date: May 26, 2017	Principal	Project Manager	Civil/Project Engineer	Graduate Engineer	Sr. Designer	CADD Tech	Admin / Clerical	SUB-TOTAL	
Task #	Task Description	\$234	\$195	\$150	\$120	\$138	\$96	\$90	Hours Cost
1 COORDINATION									
1.1	Coordinate with Fort Bend County and other governmental entities.	-	8	8	-	-	-	-	16 \$ 2,760.00
1.2	Coordinate with other stakeholders.	-	16	16	-	-	-	-	32 \$ 5,520.00
Subtotal Hours		-	24	24	-	-	-	-	48
Subtotal Fee		\$ -	\$ 4,680	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ 8,280
2 REVIEW AND EVALUATE DATA PROVIDED BY OTHERS									
2.1	2014 Lidar Data for the project area.	-	1	8	-	-	-	-	9 \$ 1,395.00
2.2	Hydraulic model for Clear Creek and Mustang Bayou.	-	2	12	-	-	-	-	14 \$ 2,190.00
2.3	Existing parcel and right of way information.	-	1	2	4	-	-	-	7 \$ 975.00
2.4	Proposed roadway construction plans and/or schematic alignments.	-	4	16	4	-	-	-	24 \$ 3,660.00
2.5	FIRM Maps, FIS Reports, and CLOMR/LOMR	-	1	8	8	-	-	-	17 \$ 2,355.00
Subtotal Hours		-	9	46	16	-	-	-	71
Subtotal Fee		\$ -	\$ 1,755	\$ 6,900	\$ 1,920	\$ -	\$ -	\$ -	\$ 10,575
3 H&H ANALYSIS									
EXISTING CONDITIONS									
3.1	Delineate drainage areas within project limits.	-	4	16	8	-	8	-	36 \$ 4,908.00
3.2	Calculate peak runoff.	-	2	12	-	-	-	-	14 \$ 2,190.00
3.3	Develop runoff hydrographs with HEC-HMS.	-	4	16	12	-	-	-	32 \$ 4,620.00
3.4	Site visit.	-	8	8	-	-	-	-	16 \$ 2,760.00
Subtotal Hours		-	18	52	20	-	8	-	98
Subtotal Fee		\$ -	\$ 3,510	\$ 7,800	\$ 2,400	\$ -	\$ 768	\$ -	\$ 14,478
PROPOSED CONDITIONS									
3.4	Review and confirm proposed drainage areas from proposed roadways extensions.	-	4	16	8	-	-	-	28 \$ 4,140.00
3.5	Review and confirm drainage mitigation volumes from proposed roadways extensions.	-	4	16	8	-	-	-	28 \$ 4,140.00
3.6	Locate and size regional detention basins to mitigate drainage impacts.	-	12	24	18	12	16	-	82 \$ 11,292.00
Subtotal Hours		-	20	56	34	12	16	-	138
Subtotal Fee		\$ -	\$ 3,900	\$ 8,400	\$ 4,080	\$ 1,656	\$ 1,536	\$ -	\$ 19,572
Subtotal Hours		-	38	108	54	12	24	-	236
Subtotal Fee		\$ -	\$ 7,410	\$ 16,200	\$ 6,480	\$ 1,656	\$ 2,304	\$ -	\$ 34,050
4 ALTERNATIVE EVALUATIONS									
4.1	Extension of Clear Creek.	-	8	24	16	24	48	-	120 \$ 15,000.00
4.2	Extension of Long Point Creek.	-	8	16	8	12	16	-	60 \$ 8,112.00
4.3	Determine right-of-way/easement acquisition required for drainage improvements.	-	2	4	8	-	12	-	26 \$ 3,102.00
Subtotal Hours		-	18	44	32	36	76	-	206
Subtotal Fee		\$ -	\$ 3,510	\$ 6,600	\$ 3,840	\$ 4,968	\$ 7,296	\$ -	\$ 26,214
5 H&H REPORT									
5.1	Prepare text and appendices.	-	4	16	8	-	-	8	36 \$ 4,860.00
5.2	Prepare exhibits.	-	2	4	8	12	16	-	42 \$ 5,142.00
5.3	Prepare estimated construction cost for recommended drainage improvements.	-	2	8	4	-	-	-	14 \$ 2,070.00
5.4	Internal QA/QC of the drainage study.	-	8	8	-	-	-	-	16 \$ 2,760.00
5.5	Submit Draft Report.	-	4	-	-	-	-	2	6 \$ 960.00
5.6	Address comments and submit Final Report.	-	4	8	4	-	12	2	30 \$ 3,792.00
Subtotal Hours		-	24	44	24	12	28	12	144
Subtotal Fee		\$ -	\$ 4,680	\$ 6,600	\$ 2,880	\$ 1,656	\$ 2,688	\$ 1,080	\$ 19,584
TOTAL LABOR HOURS		-	113	266	126	60	128	12	705
TOTAL LABOR FEES		\$ -	\$ 22,035	\$ 39,900	\$ 15,120	\$ 8,280	\$ 12,288	\$ 1,080	\$ 98,703
REIMBURSABLE EXPENSES									
Postage / Courier									\$ 100
Printing & Reproduction									\$ 500
TOTAL EXPENSES									\$ 600
TOTAL FEE									\$ 99,303



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2017

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 Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77074	CONTACT NAME: Leticia Gallegos	
	PHONE (A/C No. Ext): 817-336-2377	FAX (A/C No.): 817-882-9284
INSURED QCONS Q Consultants, Inc. dba Quadrant Consultants, Inc. 7322 Southwest Pkwy, Ste 470 Houston TX 77074	E-MAIL ADDRESS: lgallegos@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Charter Oak Fire Insurance Co	
	INSURER B: The Travelers Indemnity Co of CT	
	INSURER C: The Travelers Indemnity Company	
	INSURER D: Travelers Property Casualty Co of A	
INSURER E: Travelers Casualty and Surety Co of		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 500110001

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:				11/25/2016	11/25/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				11/25/2016	11/25/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				11/25/2016	11/25/2017	EACH OCCURRENCE AGGREGATE
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A		11/25/2016	11/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
E	Professional Liability Claims Made Policy Retroactive Date: 12/13/16				12/13/2016	12/13/2017	Each Claim Aggregate Ded Each/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 to be attached if more space is required)

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County Drainage District
Attn: Rose Ann Vargas
1124 Blume Road
Rosenberg TX 77471

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.

AGENCY CUSTOMER ID: QCONS

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Q Consultants, Inc. dba Quadrant Consultants, Inc. 7322 Southwest Pkwy, Ste 470 Houston TX 77074
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

The General Liability and Automobile Liability policies include blanket automatic additional insured endorsements that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policies include blanket waiver of subrogation endorsements to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The Workers' Compensation policy includes blanket automatic waiver of subrogation endorsement that provides coverage when there is a written contract between named insured and the certificate holder that requires it.

The Professional Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it.

Project: Comprehensive Drainage Study for Chimney Rock Road extension and Lake Olympia Parkway extension located in northeast portion of Fort Bend County

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Q Consultants Inc. dba Quadrant Consultants Inc.
Houston, TX United States

Certificate Number:
2017-214813

Date Filed:
05/26/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Drainage District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FDCC
Comprehensive Drainage Study for Chimney Rock Road and Lake Olympia Parkway Extensions (located in northeast portion of Fort Bend County)

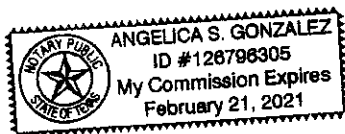
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Srinivas A. Vellore this the 26th day of May 20 17, to certify which, witness my hand and seal of office.

[Signature] Angelica S. Gonzalez Notary Public, State of TX
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Q Consultants Inc. dba Quadrant Consultants Inc.
Houston, TX United States

Certificate Number:
2017-214813

Date Filed:
05/26/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Drainage District

Date Acknowledged:
06/28/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FDCC
Comprehensive Drainage Study for Chimney Rock Road and Lake Olympia Parkway Extensions (located in northeast portion of Fort Bend County)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath