

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT 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 Huitt-Zollars (hereinafter "Construction Manager" or "CM"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that CM provide Construction Management for various projects towards the construction of Bamore Road (hereinafter "Services") pursuant to SOQ 17-042; and

WHEREAS, CM 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

CM shall render Services to County for all tasks listed and specifically described on Exhibit A attached hereto and incorporated herein for all purposes.

Section 2. Personnel

2.1 CM 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 CM 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 CM shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CM 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 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred eighty thousand eight hundred eighty dollars and no/100 (\$180,880.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by CM 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 Payment will be based on monthly invoicing of actual time and materials used in accordance with the Payment Schedule and Hourly Rate Sheet included as Exhibit B. No vehicle rental or cell phone charges will be paid. Direct costs to be negotiated prior to activity.

3.4 County will pay CM based on the following procedures: Upon completion of the tasks identified in the Scope of Services, CM shall submit to County staff person designated by the County, 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 CM 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 one hundred eighty thousand eight hundred eighty dollars and no/100 (\$180,880.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 CM does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that CM may become entitled to and the total maximum sum that County may become liable to pay to CM shall not under any conditions, circumstances, or interpretations thereof exceed one hundred eighty thousand eight hundred eighty dollars and no/100 (\$180,880.00).

Section 5. Time of Performance

5.1 The time for performance of the Scope of Services by CM shall begin with receipt of the Notice to Proceed from County and end no later than twelve months

thereafter. CM 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.

5.2 Any services provided by CM or any costs incurred by CM before issuance of the Notice to Proceed or after the expiration of this Agreement shall be ineligible for payment or reimbursement.

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 – County may terminate this Agreement at any time upon thirty (30) days' 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 CM 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 CM 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 CM 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 CM 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. CM'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 CM.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by CM 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. CM shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

CM will permit County, or any duly authorized agent of County, to inspect and examine the books and records of CM 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, CM 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. CM shall provide certified copies of insurance endorsements and/or policies if requested by County. CM 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. CM 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 CM, 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, CM 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

CM SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CM, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, ACT, ERROR, OR OMISSION OF CM OR ANY OF CM'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 CM 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 CM 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 CM 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 CM) publicly known or is contained in a publicly available document; (b) is rightfully in CM'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 CM who can be shown to have had no access to the Confidential Information.

12.2 CM agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CM 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. CM 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, CM shall advise County immediately in the event CM 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 CM will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or CM against any such person. CM agrees that, except as directed by County, CM 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, CM will promptly turn over to County all documents, papers, and other matter in CM's possession which embody Confidential Information.

12.3 CM 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. CM 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 CM in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 CM 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, CM 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 CM or, where permitted, of its subcontractors.

13.2 CM 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 Transportation Department
Attn: Paulette Shelton, Director
12550 Emily Court Ste. 400
Sugar Land, TX 77478
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Fort Bend County Engineering Department
ATTN: Richard Stolleis, County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

CM: Huitt-Zollars, Inc.
Attn: Daniel R. Menendez, PE, PWSF
1500 South Dairy Ashford, Suite 200
Houston, Texas 77077-3858

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

CM 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, CM shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

CM warrants to County that CM has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and CM 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.

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 CM 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 CM 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

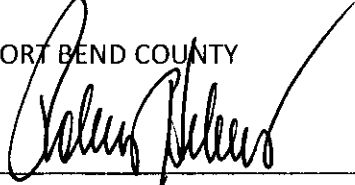
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

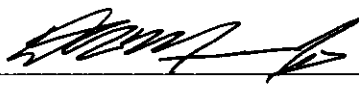
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

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 date signed by the last party hereto.

FORT BEND COUNTY


Robert E. Hebert, County Judge

HUITT-ZOLLARS, INC.


Authorized Agent – Signature

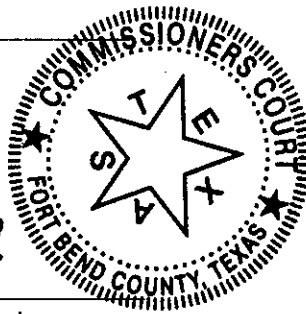
Date

June 13, 2017

DANIEL R. MENDEZ
Authorized Agent – Printed Name

ATTEST:


Laura Richard, County Clerk



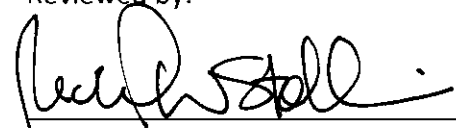
Title

VICE PRESIDENT

Date

JUNE 2, 2017

Reviewed by:


Richard W. Stolleis, P.E., County Engineer
Project #13406

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$180,880⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

2013 Mobility Bond Program FORT BEND COUNTY, TEXAS

Services to be provided by
Construction Manager

All services provided by the Construction Manager (CM) shall be under the direct supervision of the County Engineer. The CM may be requested to provide additional services not specifically listed below at the request of the County Engineer.

CM will provide professional engineering services in regard to Construction Management services for the 2013 Mobility Bond Project Bamore Road (Project). Under this agreement Construction Management Services will include: Construction Project Management, Project Document Control, and Observation & Inspection.

Construction Project Management

Acting on behalf of the County Engineer, CM will manage the progress of the assigned Project. Project may require unique support activities; however, the typical expectations and responsibilities for the CM are as follows:

Coordinate inspection and materials testing personnel, manage Project schedules, coordinate, respond & track Project requests for information (RFI), coordinate & track the review & approval of submittals & shop drawings.

Assist the County in conducting a pre-construction conference with the Contractor, County, utility providers, and other agencies having jurisdiction over the Project in order to establish construction schedules and to identify key representatives of the parties and lines of communication.

Review the plans and specifications in advance of the various work operations, and on a continual basis throughout the Project and become thoroughly familiar with the Project requirements. Look ahead in the plans and at the Contractor's future operations to identify potential constructability problems, impacts to traffic, conflicts, omissions, plan errors, etc., that could result in delays, deficient work or extra costs and bring these issues to the County's attention.

Monitor the Contractor's established traffic control and operations for compliance with plans, specifications, and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements, otherwise referred to as the contract documents. Monitor the Contractor's operation to verify workmanship and materials incorporated into the Project meet the requirements of the contract documents.

Manage and direct inspectors to ensure inspectors are properly documenting construction activities, photo log, weather conditions, time charges, quantities with measurements and calculations, and Contractor's resources as well as Project specific information associated with the Project. Monitor Contractor's operations for conflicts with utilities, permit compliance and unforeseen jobsite conditions associated with the Project. Identify discrepancies or deviations from the contract documents and immediately notify the Contractor and County.

Monitor the performance of the County's Project designated construction materials testing laboratory (CMT) to help verify sampling, testing, and reporting are performed as required and in a timely manner. Review the testing data and verify results meet Project specified requirements.

In conjunction with the County, coordinate with various entities on the Project that include but are not limited to: County, designers, TxDOT personnel/contractors, cities, utility companies, county contractors, law enforcement, railroad companies, construction materials testing laboratory, etc.

Evaluate contractor's cost proposals and claims for additional compensation for extra work or time. Review change order proposals for validity and completeness of time impact and cost of change order work. Provide recommendations to the County for approval prior to implementation.

Review the Contractor's field documentation on a monthly basis to verify compliance with the Texas Pollutant Discharge Elimination System (TPDES) permit requirements. Inspect the Project on a regular basis and after each heavy rainfall to verify that the Storm Water Pollution Prevention Plan (SWPPP) is being followed as required and timely maintenance is occurring. Document discrepancies on a TPDES/SWPPP check list and report deficiencies to the Contractor and County.

Project Document Control

Construction documents consist of drawings, specifications, inspection reports, change orders, Project schedule, requests for information (RFI), pay estimates, submittals, and any other documents related to the construction process. All documents shall be scanned, uploaded, and filed on Fort Bend County's electronic filing system (Manage-IT).

Track submittals to verify the Contractor is providing all Project required shop drawing and Project submittals in a timely manner, and receiving proper approval prior to implementation. Conduct progress meetings as needed to coordinate the work and issue meeting minutes summarizing attendees, discussion, directives, and assignments. Review inspection reports for accuracy. Compile, review and recommend for approval the Contractor's monthly pay estimates. Review the Project for substantial completion & final acceptance and coordinate final inspection with the County and other agencies having jurisdiction over the Project.

Observation & Inspection

Provide qualified field observation personnel on a part time basis to perform field observation and document the Contractor is following the design plans and Project specifications. Generate inspection reports each day an inspection is conducted at the site. Attend field meetings and inspections with the Contractor and County.

Conduct on-site inspections of the Project to ensure familiarity with the progress & quality of the work and determine if the work is proceeding in acceptable conformance with the construction contract documents. The inspector shall verify;

- storm sewer system (pipe, manholes, outfall structures, etc.) installation and backfill operations,
- water and sewer fittings, valves and appurtenances and testing of the facilities
- subgrade/base preparation including proof roll, gradations, and densities
- forms and reinforcing steel installation before concrete placement,
- installation of ALL concrete and/or asphalt pavement (from start to finish),
- bridge components including pilings/piers, bents, abutments, beams, deck, etc.
- traffic control installations and maintenance,
- integrity of SWPPP installations

Prepare inspection reports and download documents and photos using Fort Bend County's electronic filing system (Manage-IT).

The Project inspection reports will also incorporate contract items of observation and decisions associated with the construction of the Project which could be pertinent to extra work and/or claim situations such as records on the Contractor's heavy equipment, and personnel. Use digital photographs to document construction activities and progress, (with an emphasis on subsurface work) and capture details of problems, conflicts and potential claim issues

Insure Contractor maintains a full-size set of "redline" drawings throughout the duration of the Project. Provide the design engineer with information necessary to prepare a set of record drawings (as-builts).

Conduct final inspection with the County and prepare a punch list prior to final acceptance by the County. Upon Project completion, issue and sign a "Notification of Completion" acknowledging the Project is complete.

Contract with the County assigned inspection firms.

EXHIBIT B
PAYMENT SCHEDULE/HOURLY RATE SHEET

HUITT-ZOLLARS PAYMENT SCHEDULE

DESCRIPTION	PAYMENT SCHEDULE	AMOUNT
Construction Management Services		
Bamore Road	*Payment based on monthly invoicing of actual time and materials as shown on Exhibit ____.	\$180,880
<i>Total Construction Management Services</i>		\$180,880

**Direct costs to be approved by Fort Bend County prior to activity.*

HUITT-ZOLIARS

Houston

2017 HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge	\$ 240.00
Design Principal	\$ 210.00
Sr. Project Manager	\$ 205.00
QA Manager	\$ 185.00
Project Manager	\$ 175.00
Sr. Civil Engineer	\$ 180.00
Sr. Structural Engineer	\$ 185.00
Sr. Mechanical Engineer	\$ 180.00
Sr. Electrical Engineer	\$ 185.00
Civil Engineer	\$ 170.00
Structural Engineer	\$ 165.00
Mechanical Engineer	\$ 150.00
Electrical Engineer	\$ 150.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 120.00
Sr. Architect	\$ 185.00
Architect	\$ 150.00
Architect Intern 1	\$ 90.00
Architect Intern 2	\$ 110.00
Architect Intern 3	\$ 140.00
Sr. Landscape Architect	\$ 165.00
Landscape Architect	\$ 125.00
Landscape Architect Intern	\$ 95.00
Sr. Planner	\$ 205.00
Planner	\$ 120.00
Planner Intern	\$ 80.00
Sr. Designer	\$ 150.00
Designer	\$ 120.00
Sr. CADD Technician	\$ 125.00
CADD Technician	\$ 90.00

Interior Design

Sr. Interior Designer	\$ 110.00
Interior Designer	\$ 95.00
Interior Designer Intern	\$ 75.00

Survey

Survey Manager	\$ 155.00
Sr. Project Surveyor	\$ 140.00
Project Surveyor	\$ 120.00
Surveyor Intern	\$ 115.00
Survey Technician	\$ 100.00

Survey Crews

1-Person Survey Crew	\$ 95.00
2-Person Survey Crew	\$ 140.00
3-Person Survey Crew	\$ 165.00

Construction

Construction Manager	\$ 175.00
Resident Engineer	\$ 160.00
Sr. Project Representative	\$ 120.00
Resident Project Representative	\$ 95.00

Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 70.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Letter of Transmittal

Date: 06/02/17 Project No.: _____ Reimbursable? ☐ Yes ☐ No

ATTENTION: Ms. Debbie Kaminski, CPPB

PROJECT NAME: SOQ 17-042, Construction Management Services for Bamore Rd.

TO: Fort Bend County

301 Jackson St., Suite 201

Richmond, TX 77469

PHONE NO.: 281.341.8643

VIA: ☐ Courier ☐ Mail ☒ Overnight

WE ARE SENDING YOU:

- | | |
|----------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under a separate cover |
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Prints |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Samples | <input type="checkbox"/> _____ |

Copies	Date	Item No.	Description
1			Agreement for Professional Construction Management Services

THESE ARE BEING TRANSMITTED as checked below:

- | | | |
|--------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input checked="" type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | | <input type="checkbox"/> _____ |

REMARKS:

Please find enclosed a partially-executed Agreement for Professional Construction Management Services for your review and further processing. Please contact our office with any questions. Thank you.

FILE & FOLDER NO.: _____

SIGNED BY: _____

Gregory R. Wine
Gregory R. Wine, P.E., LEED AP
Senior Vice President

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**Certificate Number:
2017-155130Date Filed:
01/17/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.Huitt-Zollars, Inc.
Dallas, TX United States**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

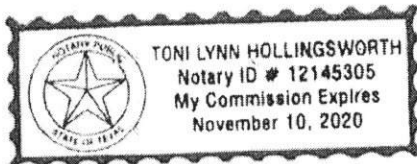
Fort Bend County

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.SOQ 17-042
Construction Management Services for Transit Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zollars, Robert	Dallas, TX United States	X	
	Huitt, Larry	Dallas, TX United States	X	
	McDermott, Robert	Dallas, TX United States	X	
	Wall, Cliff	Dallas, TX United States	X	
	Congdon, James	Dallas, TX United States	X	

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.



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entitySworn to and subscribed before me, by the said Cliff Wall, this the 17th day of January, 2017, to certify which, witness my hand and seal of office.
Signature of officer administering oathToni Lynn Hollingsworth
Printed name of officer administering oathExecutive Assistant
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

Certificate Number:
2017-155130

Date Filed:
01/17/2017

Date Acknowledged:
06/13/2017

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

Huitt-Zollars, Inc.
Dallas, TX United States

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

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.

SOQ 17-042
Construction Management Services for Transit Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zollars, Robert	Dallas, TX United States	X	
	Huitt, Larry	Dallas, TX United States	X	
	McDermott, Robert	Dallas, TX United States	X	
	Wall, Cliff	Dallas, TX United States	X	
	Congdon, James	Dallas, TX United States	X	

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