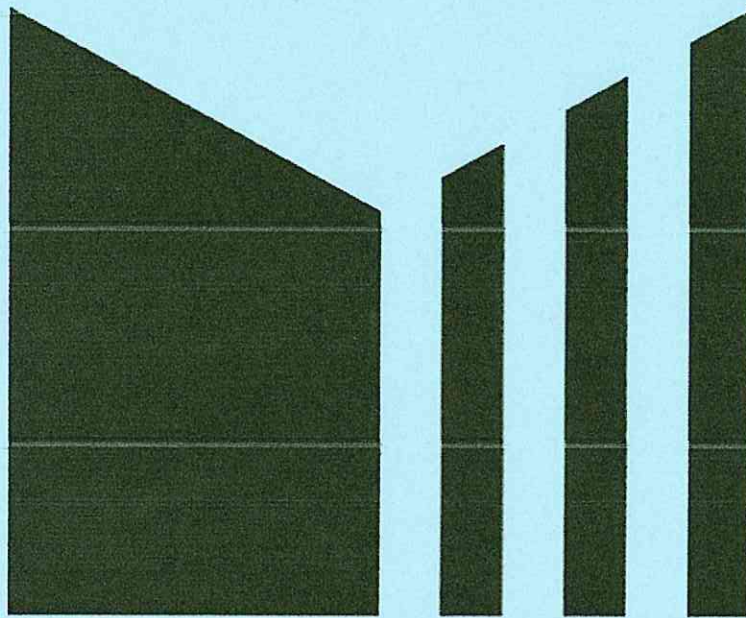


MONTROSE MANAGEMENT DISTRICT



Agenda and Agenda Materials
Meeting of the Board of Directors

August 11, 2017



**MONTROSE MANAGEMENT DISTRICT
NOTICE OF MEETING**

TO: THE BOARD OF DIRECTORS OF THE MONTROSE MANAGEMENT DISTRICT AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that a meeting of the Board of Directors of the Montrose Management District will be held at **11:00 a.m. on Friday, August 11, 2017**, at the University of St. Thomas, Malloy Hall, Carol Tatkon Boardroom, 3800 Montrose Blvd., Houston, Texas 77006; parking is available at Moran Parking Garage, 3807 Graustark, inside the boundaries of the District, open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

AGENDA

1. Determine quorum; call meeting to order.
2. Receive public comments. (A statement of no more than 3 minutes may be made on items of general relevance. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire Board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges.)
3. Receive and update and recommendations from Mobility and Visual Improvements Committee.
 - a. Review and Consider proposal from Walter P Moore to conduct independent inspection of bridge lights prior to issuing final acceptance letter to TxDOT and subsequent maintenance obligations.
4. Adjourn.

Executive Director



MONTROSE MANAGEMENT DISTRICT
CITY OF HOUSTON
HARRIS COUNTY, TEXAS

AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

3. Receive an update and recommendations from the Mobility and Visual Improvements Committee.
 - Receive and consider a proposal from Walter P. Moore to conduct independent inspections of bridge lights prior to issuing a final acceptance letter to TxDOT and subsequent maintenance obligations

WALTER P MOORE

July 6, 2017

Mr. Don Huml
Senior Project Manager
Montrose District
5020 Montrose Blvd., Suite 311
Houston, TX 77006

Re: Proposal for Professional Services
Montrose Bridge LED Lighting QAQC, Houston, TX
Walter P Moore Proposal No. 17-1617

Dear Don:

Walter P Moore is pleased to submit this proposal to provide professional services for the referenced project. This proposal is presented in order to establish a basis for the commencement of our scope of services for the Project. We anticipate that this Proposal and Agreement for Professional Services and attachments, when signed, will serve as our entire Agreement unless superseded by another document signed by both parties.

Basis of Proposal

This proposal is based on the quality and functionality concerns expressed by Montrose District prior to accepting the above reference project from TxDOT and as further discussed in our meeting that took place on Wednesday June 28, 2017

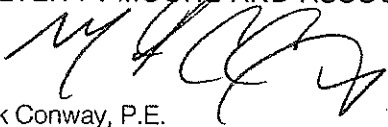
Agreement

If this proposal is acceptable, please sign the attached Proposal and Agreement for Professional Services where indicated and return the signed copy to us. This proposal is valid for 60 days.

We very much appreciate the opportunity to provide these services and look forward to working with you on this Project.

Sincerely,

WALTER P. MOORE AND ASSOCIATES, INC.



Mark Conway, P.E.
Principal
Director, Intelligent Transportation Systems

Attachments:
Agreement for Services

WALTER P MOORE

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Terms Attached

Project: Montrose Bridge LED Lighting QAQC
Client: Montrose Management District
Client Contact: Don Huml
Proposal Date: 7/6/2017
Proposal Number: 17-1617

Walter P. Moore and Associates, Inc. (Walter P Moore) shall provide services to Client for the Project as defined below and in accordance with the attachments listed below:

Project Description: It is our understanding that the project consists of working with the Montrose District, TxDOT, and third parties to inspect the workmanship, installation, and functionality of decorative LED lighting on existing bridges over IH-69. Our proposal is based on the project as described. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

Scope of Services: As defined in the attached Schedule SD04 and ST18 and this Agreement.

Compensation: Walter P Moore proposes to provide the defined Scope of Services on a Time and Material Fee basis as follows:

Structural Review	20%	\$7,500
Electrical Review	07%	\$2,500
Communication & Systems Review	14%	\$5,000
Technical Report	07%	\$2,500
System Review Support (Touch33)	20%	\$7,500
Preliminary Investigation & Discovery Work	25%	\$9,200
Travel Expenses	07%	\$2,500
Total	100%	\$36,700

Traffic control and rent of lift devices for a close up inspection will be considered a reimbursable expense.

Traffic Control and Lift Vehicle allowance	\$9,000 per day	\$18,000
		total for two days

Compensation shall be equitably adjusted for changes in the scope of the project as described in the Project Description or changes in the scope of service as described in the Scope of Service.

Miscellaneous out-of-pocket project related expenses including, without limitation; printing, postage, courier costs, lodging, travel expenses, etc., shall be invoiced and paid at the incurred cost. Mileage shall be charged at IRS Standard Business Mileage Rate in effect at the time of travel. Sales tax, if applicable, will be paid by the Client.

Additional Services

Walter P Moore proposes to provide Additional Services not included in the Scope of Services as requested and approved by the Client in writing. Additional Services shall be provided without invalidating this Agreement. Additional Services shall be compensated on either a negotiated Lump Sum Fee or on a Time and Expense Fee basis in accordance with the attached Billing Rate Schedule.

Architect's Responsibilities

The Architect shall provide overall management and coordination of the design of the Project. Walter P Moore agrees to participate in the coordination effort, to be led by the Architect, in order that our Portion of the Project is coordinated with the designs and deliverables of the other members of the Project design team.

The Architect shall provide to Walter P Moore in a timely manner full information of which the Architect is aware regarding any special conditions, design criteria, reports, or special services needed, and to make available any existing data or drawings concerning the Project and Project Site. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided.

Project Schedule

Walter P Moore will endeavor to achieve the requirements of a reasonable design schedule determined appropriate for the Project. Walter P Moore's fee for the defined Scope of Services is based, in part, upon the Project being executed in a timely manner without significant delays or interruptions.

In order for Walter P Moore to proceed with its services toward the accomplishment of the Project Schedule, the following information shall be provided by the Client in a timely manner:

- An executed copy of the Agreement for Professional Services

Payment: As defined in the attached Schedule T2

Limitation of Liability

To the maximum extent permitted by law, Client agrees to limit Consultant's liability for claims arising from the Agreement to the Sum of \$100,000 or Walter P Moore's paid fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Terms of Agreement

In accordance with the attached Schedule T2.

Attachments:

The following attachments are incorporated by reference as if set forth at length. In the event of a direct conflict between this Agreement and the content of any of the Attachments, this Agreement shall govern.

Schedule SD04: Scope of Basic Services – Structural Review

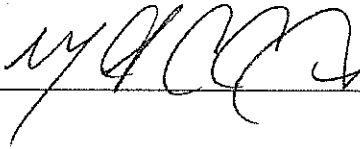
Schedule ST18: Scope of Basic Services – LED Lighting System Review

Schedule RD1: Billing Rates Schedule – Diagnostics Group – 2017

Schedule RC1: Billing Rates Schedule – Infrastructure Services Group – 2017

Schedule T2: Terms of Agreement

Executed on this 6th day of July, 2017 by:

Client: Montrose Management District Print Name:	Walter P. Moore and Associates, Inc.: Mark Conway, P.E.
	

WALTER P MOORE

Schedule T2

TERMS OF AGREEMENT

I. Compensation & Expenses

- A. Walter P. Moore and Associates, Inc., "WALTER P MOORE", shall be paid as stated in the Agreement for Professional Services.
1. Time and Expense Fee - The periodic fee payable shall be the cumulative sum of the mathematical products of the actual hours worked by individuals assigned to and providing services on the Project multiplied by the category billing rate for each respective individual as indicated in the Hourly Billing Rate Schedule attached to this Agreement for Professional Services.
- B. WALTER P MOORE shall be compensated for all services provided regardless of whether the improvements designed are built, in whole or in part.
- C. Additional Services: Additional Services shall be paid monthly in proportion to the percentage of the Additional Services completed for Fixed Fee compensation, or for the number of hours spent for Time and Expense Fee compensation, as of the invoice date.
- D. Reimbursable Expenses: Miscellaneous out-of-pocket project related expenses including, without limitation; printing, postage, courier costs, lodging, travel expenses, etc., shall be charged at the incurred cost. Mileage shall be charged at IRS Standard Business Mileage Rate in effect at the time of travel.
- E. Reimbursable Services: Third Party services retained by WALTER P MOORE on behalf of Owner shall be charged at the incurred cost plus 10%.
- F. Sales taxes, if applicable, are not included and shall be paid by the Client.

II. Invoices and Payments

- A. WALTER P MOORE will prepare and present invoices in WALTER P MOORE's standard format on a monthly basis, unless other arrangements are stated in the Agreement for Professional Services.
- B. Client shall pay WALTER P MOORE for approved invoices within thirty (30) days after receipt of invoice from WALTER P MOORE.
- C. If the Client fails to make any payment due WALTER P MOORE for services and expenses within thirty (30) days after receipt of invoice from WALTER P MOORE may charge interest on the amounts due but unpaid at the lesser of the highest legal rate or twelve percent (12%) per annum.
- D. Final payment for all fees and expenses is due to WALTER P MOORE no later than completion of the construction of This Part of the Project.
- E. Any costs incurred by WALTER P MOORE in collecting delinquent amounts including, without limitation, reasonable attorney's fees shall be reimbursed by the Client. If any portion of WALTER P MOORE's invoice is disputed, the undisputed portion shall be paid by the Client by the due date, and Client shall contemporaneously advise WALTER P MOORE in writing of the basis for any disputed portion of any invoice.
- F. WALTER P MOORE reserves the right to declare a substantial breach of this Agreement upon the Client's failure to make payment for services performed or Reimbursable Expenses incurred within ninety (90) days after Client's receipt of invoice from WALTER P MOORE.

- G. No deductions shall be made from WALTER P MOORE's compensation on account of penalty, liquidated damages, or on account of the cost of changes in the Work except to the extent such costs are found by a court of competent jurisdiction to be caused by WALTER P MOORE.
- H. WALTER P MOORE reserves the right to declare a substantial breach of this Agreement upon the Client's failure to make payment for services performed or Reimbursable Expenses incurred within seven (7) days after Client's receipt of payment from the Owner of the Project.

III. Responsibilities of the Client

- A. The Client shall, with reasonable promptness, perform normal administrative and management tasks to facilitate the design process, including, without limitation, the following:
1. Verify that the contemplated Project will be financed adequately, including provisions for contingencies, to accomplish stated goals and commitments.
 2. Define the Project in writing and list the intended functions and needs and enumerate any special design criteria, for This Part of the Project, such as high water usage, heavy equipment loads, clear space requirements and other special structural or civil criteria.
 3. Provide all available information regarding requirements for This Part of the Project. WALTER P MOORE shall have the right to rely on the accuracy and completeness of any information provided by Client.
 4. When requested in writing by WALTER P MOORE, the Client shall furnish the services of other reasonably required consultants including, without limitation; surveyor, wind-tunnel studies, geotechnical and testing laboratory. These services shall be furnished at no charge to WALTER P MOORE which shall be entitled to rely upon the accuracy and completeness of any such consultants' work.
 5. Advise WALTER P MOORE of the identity and scope of services of other consultants participating in the Project.
 6. Review WALTER P MOORE's work for compliance with Client's programmatic requirements and for overall coordination with the work of the Client's other consultants.
 7. Notify WALTER P MOORE promptly if Client becomes aware of any fault with This Part of the Project or WALTER P MOORE's Services.
 8. The Client or other professional consultant retained by the Client shall prepare and assemble specifications for the General Conditions, Supplementary Conditions and all components of the Project, and coordinate assembly of WALTER P MOORE's specification sections into the proper format.
 9. Furnish to WALTER P MOORE copies of preliminary or detailed estimates of Total Project Construction Cost, bidding documents, change orders, and construction change directives, to the extent that they pertain to This Part of the Project.
 10. Furnish to WALTER P MOORE for review and recommendation all construction phase submittals

that pertain, directly or indirectly, to This Part of the Project.

11. Confer with WALTER P MOORE before issuing any interpretations or clarifications of documents prepared by WALTER P MOORE.
12. Endeavor to protect the interests of WALTER P MOORE in any dealings with Owner during the course of the Project to same extent as Client protects its interests.

- B. If a signed certificate is to be provided as a deliverable of WALTER P MOORE, the Client shall provide WALTER P MOORE with the exact requested wording no later than five (5) days prior to the anticipated execution date of the Agreement for Professional Services. To the extent such wording is currently available; it shall be attached to the Agreement for Professional Services as an exhibit and made part of the Agreement for Professional Services. Under no circumstances shall WALTER P MOORE be required to execute a certificate that requires WALTER P MOORE to accept duties or have knowledge beyond that required by the Agreement.
- C. If a Certificate of Merit against a design professional is executed by WALTER P MOORE as part of this project, and a professional complaint is filed by or on the behalf of such design professional with the Texas Board of Professional Engineers against WALTER P MOORE, all time and expense, including attorney's fees associated with preparing and delivering a defense against such a professional complaint will be paid by CLIENT.

IV. Instruments of Service

- A. Drawings, specifications and other documents prepared by WALTER P MOORE pursuant to the Agreement are instruments of WALTER P MOORE's professional services ("Instruments of Service"). WALTER P MOORE shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyrights. Provided that Client is not in breach of the Agreement, Client is granted a limited, non-exclusive license to use WALTER P MOORE's Instruments of Service for the construction, use, replacement, and maintenance of the Project. The Client shall be permitted to retain copies, including reproducible copies, of the Instruments of Service for the purposes permitted by the non-exclusive license. The Instruments of Service shall not be used on any other project, or for completion of the Project by others, except as permitted by law in the event WALTER P MOORE has been adjudged in default under the Agreement or except by separate written agreement of the parties with appropriate compensation to WALTER P MOORE. Third parties such as the Contractor shall be permitted to obtain a copy of the Instruments of Service in electronic format in connection with the construction of the Project by executing WALTER P MOORE's standard agreement for such use.
- B. The Client or WALTER P MOORE shall not make changes in each other's Drawings, Specifications and other documents without written permission of the other party.

V. Insurance

- A. WALTER P MOORE shall endeavor to maintain professional liability insurance covering claims arising out of the performance of professional services under the

Agreement or the Project or caused by negligent errors, omissions or acts for which each may be liable. This insurance, as reflected in the parties' certificates of insurance, shall be maintained in force for a period of One (1) year after the date of Substantial Completion of the Project, if reasonably available and commercially affordable, or as otherwise agreed to and documented by Client and WALTER P MOORE.

- B. If insurance is required, and an Architect or other professional consultants are part of the design team, the Architect and any other consultants shall be required by the Client to obtain and maintain insurance coverage of similar nature to cover errors, omissions, or negligent acts for which the Architect or consultant are legally liable.
- C. Unless otherwise agreed, WALTER P MOORE, Client, Architect, and other professional consultants shall each provide insurance to protect themselves from: 1) claims under workers' or workmen's compensation acts; 2) from general liability claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person and from claims for damages because of destruction of property including loss of valuable papers and records coverage and including loss of use resulting therefrom; and 3) employment practices liability.
- D. The insurance coverage required by the above paragraphs shall be in not less than the limits required by law and as otherwise agreed.
- E. If Client enters into a construction contract based in whole or in part upon design services performed or deliverables prepared by WALTER P MOORE under the Agreement, Client shall use its best efforts to require in the Contract Documents that the Contractor shall: 1) provide liability insurance appropriate and adequate for the size and complexity of the Project; 2) agree to hold harmless, defend and indemnify Client and WALTER P MOORE against claims and lawsuits by Contractor or its subcontractors or suppliers of any tier for economic loss; and 3a) name WALTER P MOORE as an additional insured party, and 3b) waive any right of subrogation against WALTER P MOORE, under any commercial general liability or builders' risk policy providing coverage with respect to the construction of the Project; provided, however, that Client shall use its best efforts to have Client name WALTER P MOORE as an additional insured on, and waive subrogation against WALTER P MOORE under, any such policies Client provides with respect to the Project.

VI. Controlling Law and Disputes

- A. The Agreement, and its interpretation and performance, shall to be governed by the laws of the United States of America and State of Texas notwithstanding any choice of law principles. Exclusive venue for any dispute arising out of the interpretation or performance of the Agreement shall be a court of competent jurisdiction where the Project is located.

VII. Standard of Care

- A. WALTER P MOORE shall provide services under the Agreement in a manner consistent with that degree of care and skill customarily exercised by members of the same profession currently practicing under similar circumstances.

VIII. Time for Performance

- A. WALTER P MOORE shall perform its services as expeditiously as is consistent with the Standard of Care as defined herein and the orderly progress of the Project.

IX. Indemnity, Limitations of Liabilities, Warranty and Remedies

- A. WALTER P MOORE shall not be responsible or held liable for any acts or omissions of Client, Client's other consultants, Contractor or any of its subcontractors or suppliers of any tier or any other persons or entity performing any of the Work.
- B. WALTER P MOORE agrees, to the fullest extent permitted by law, to hold harmless and indemnify Client from and against any and all claims, damages, fines, penalties, assessments, requirements or liabilities including, without limitation, claims for injury to persons or property, death, or economic loss, and costs including, without limitation, reasonable attorney's fees and defense and response costs that arise under the Agreement for Professional Services to the extent such damages are caused by the negligence of WALTER P MOORE.
- C. Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify WALTER P MOORE from and against any and all claims, damages, fines, penalties, assessments, requirements or liabilities including, without limitation, claims for injury to persons or property, death, or economic loss, and costs including, without limitation, reasonable attorney's fees and defense and response costs that arise under the Agreement for Professional Services to the extent such damages are caused by the negligence of the Client.
- D. If WALTER P MOORE's construction contract administration services are limited or excluded from WALTER P MOORE's scope of services, it is agreed that WALTER P MOORE's professional services shall not extend to or include any review or site observation of Contractor's work or performance, and Client shall in such circumstances, to the fullest extent permitted by law, hold harmless and indemnify WALTER P MOORE from and against any and all claims, damages, liabilities including without limitation, claims for injury to persons or property, death, or economic loss, or costs including without limitation reasonable attorney's fees and defense costs arising out of, or alleged to arise out of, designs or deliverables of WALTER P MOORE regardless of whether any such claims, damages, liabilities, or costs were, or were alleged to be, caused in part by the negligence or negligent misrepresentation of WALTER P MOORE or someone for whom WALTER P MOORE is legally responsible.
- E. Because remodeling and/or rehabilitation of an existing structure and/or related infrastructure requires that certain assumptions be made regarding existing conditions, and because these assumptions may not be verifiable without expending inordinate amounts of time and money, or damaging otherwise adequate and serviceable portions of the structure, Client agrees, to the fullest extent permitted by law to hold harmless and indemnify WALTER P MOORE from and against any and all claims, damages or liabilities including, without limitation, claims for injury to persons or property, death, or economic loss, and costs including, without limitation,

reasonable attorney's fees and defense costs arising out of any designs or deliverables of WALTER P MOORE based in whole or in part upon any assumptions made by WALTER P MOORE regarding existing conditions, excepting only those claims, damages, liabilities or costs to extent caused by the negligence or willful misconduct by WALTER P MOORE.

To the maximum extent permitted by law, Client agrees to limit WALTER P MOORE's liability for claims arising from the Agreement to the Sum of \$100,000 or Walter P Moore's paid fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- F. Other than as expressly stated herein, WALTER P MOORE makes no other express or implied warranties regarding the performance or result of these services.

X. Successors and Assigns

- A. Client and WALTER P MOORE, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the Agreement
- B. Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, without limitation, monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting by WALTER P MOORE shall not be considered an assignment for purposes of the Agreement, and nothing contained in this paragraph shall prevent WALTER P MOORE from employing such independent professional associates and consultants as WALTER P MOORE may deem appropriate to assist in the performance of services hereunder.
- C. Nothing under the Agreement shall be construed to confer any rights or benefits in the Agreement to anyone other than Client and WALTER P MOORE, and all duties and responsibilities undertaken pursuant to the Agreement shall be for the sole and exclusive benefit of Client and WALTER P MOORE and not for the benefit of any other party.

XI. Hazardous Material

- A. WALTER P MOORE shall have no responsibility for the detection, presence, removal, encapsulation, treatment, abatement, storage, transportation, disposal, or any other form of identification or handling of any asbestos, asbestos containing products materials or substances, polychlorinated biphenyl (PCB), or any other materials, constituents or substances that are, or are deemed to be, hazardous under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law ("Hazardous Material"). Client shall use its best efforts to have Client furnish any tests for Hazardous Materials and other laboratory and environmental tests, inspections, reports, mitigation or removal as necessary or required by law since no such test shall be provided by or through WALTER P MOORE.
- B. Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify WALTER P MOORE from and against any and all claims, damages, fines, penalties, assessments, requirements or liabilities

including, without limitation, claims for injury to persons or property, death, or economic loss, and costs including, without limitation, reasonable attorney's fees and defense and response costs arising out of any claims related to Hazardous Materials.

XII. Termination and Suspension

- A. The Agreement may be terminated by either party upon not less than Seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination, and such failure to perform is not cured within such Seven (7) days.
- B. After the Project or WALTER P MOORE's services are interrupted or suspended for any cause other than the fault of WALTER P MOORE for more than Forty-Five (45) calendar days in the aggregate over the term of the Agreement, WALTER P MOORE may, at its option at any time thereafter, without waiving any other right or remedy, and without incurring any liability to Client or any other party, terminate the Agreement upon seven days written notice without cure or suspend its services, and WALTER P MOORE shall be compensated for all its services performed and reimbursable expenses incurred prior to the termination or commencement of suspension of services by WALTER P MOORE. WALTER P MOORE shall have no liability to Client or otherwise for such suspension, and Client covenants not to make any claim for any delay or damage alleged to have resulted from such suspension. If WALTER P MOORE elects to suspend its services, Client shall, upon WALTER P MOORE's resumption of services, compensate WALTER P MOORE for expenses incurred as a result of the suspension and resumption of its services, and WALTER P MOORE's schedule and fees for the remainder of WALTER P MOORE's Project services shall be equitably adjusted.
- C. If Client is in breach of the Agreement, WALTER P MOORE may at any time thereafter, without waiving any other right or remedy, and without incurring any liability to Client or any other party, upon Seven (7) calendar days' written notice suspend its services to Client. WALTER P MOORE shall have no liability to Client or otherwise for such suspension, and Client covenants not to make any claim for any delay or damage alleged to have resulted from such suspension. If WALTER P MOORE elects to resume its services, provided that WALTER P MOORE has not previously terminated the Agreement, and upon receipt of payment in full to WALTER P MOORE of all outstanding sums due from Client, or curing of such other breach by Client which caused WALTER P MOORE to suspend services, Client shall as Additional Services compensate WALTER P MOORE for expenses incurred as a result of the suspension and resumption of its services, and WALTER P MOORE's schedule and fees for the remainder of WALTER P MOORE's Project services shall be equitably adjusted.

XIII. Force Majeure

- A. In the event that WALTER P MOORE is prevented, directly or indirectly, from completing performance of any of its obligations under the Agreement by adverse weather, war, attack, labor unrest or shortage, civil unrest or other occurrence beyond the control of

WALTER P MOORE, then WALTER P MOORE shall be excused from any further performance of its obligations under the Agreement. In the event of a force majeure delay which does not result in termination of the Agreement, the Project schedule shall be equitably adjusted before resumption of services.

XIV. Waiver

- A. The failure on the part of either party, at any time, to require full performance by the other party of any portion of the Agreement, shall not be deemed a waiver of, or in any way affect, that party's rights to enforce such provisions or any other provision at a later time. Any waiver by any party of any provision or on any occasion shall not be taken or held to be a waiver of any other provision or on any other occasion.

XV. Severability and Survival of Terms

- A. If any one or more provisions of the Agreement, any portion thereof, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of the Agreement or the application of such provisions to other persons or circumstances, and the balance of the Agreement shall be enforced to the greatest extent permitted by law. Limitations of liability and remedies and all indemnity obligations shall survive termination of the Agreement for any cause.

XVI. Dispute Resolution

If a dispute arises out of or relates to this contract or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration or litigation.

XVII. Meaning of Terms

- A. **Client** - The party, with which WALTER P MOORE has entered into the Agreement, responsible for managing the overall design including, without limitation, the design and deliverables of WALTER P MOORE as a consultant to the Client.
- B. **Construction Cost of This Portion of the Project** - The total cost incurred by, or if the project is not built, the estimated construction cost to, Client of all elements of the Project designed or specified by WALTER P MOORE. Such Cost shall include the cost (at current market rates if estimated) of all labor and materials furnished including the overhead, fee or profit contingency for This Part of the Project.
- C. **Contractor** - A third party, if any, engaged to provide construction services to Client based in part upon designs and deliverables of WALTER P MOORE.
- D. **WALTER P MOORE** - Walter P. Moore and Associates, Inc. and WALTER P MOORE's independent professional associate or consultant engineering firms.
- E. **Project** - As defined in the Agreement for Professional Services.
- F. **Services** - As defined in the Agreement for Professional Services.
- G. **This Part of the Project** - All elements of the Project design within WALTER P MOORE's engineering discipline designed or specified by WALTER P MOORE.

- H. **Total Project Construction Cost** - The total cost incurred by, or if the project is not built, the estimated construction cost to, Client of all elements of the Project designed or specified by Client and its Consultants. Such Cost shall include the cost at current market rates of all labor and materials furnished including the overhead, fee or profit contingency, plus the cost of equipment specifically specified by Client and its Consultants.

WALTER P MOORE

Schedule SD4

SCOPE OF BASIC SERVICES

Structural Review

I. Basic Services – Project Coordination

- A. Walter P Moore will participate in project team meetings to coordinate site review tasks, as required.
- B. Walter P Moore will participate in project meetings with the CLIENT and/or bridge OWNER to facilitate the project submittal, as required

II. Basic Services - Structural Review

- A. Walter P Moore will review the drawings of the existing bridges and as-built lighting attachments as required to become generally familiar with the structural systems of the bridges as described in the engagement letter.
- B. Walter P Moore will visit the project site to review the as-built construction of representative lighting fixtures on the bridges. An up-close review will be performed using a boom lift in a lane closure. Two (2) site days are budgeted for the structural review.
- C. Walter P Moore will issue a letter of conformance for the lighting fixture structural attachments. Items of non-conformance (if any) will also be documented for subsequent correction.

WALTER P MOORE

Schedule ST18

SCOPE OF BASIC SERVICES

LED Lighting System Review

- A. Walter P Moore will perform the following scope tasks for the following project:
 - Montrose decorative LED lighting.

- II. Electrical Review
 - A. Walter P Moore will review shop drawings provided by TxDOT.
 - B. Walter P Moore will review as-built documentation provided by TxDOT.
 - C. Walter P Moore will perform a field visit and review hardware installation. Review will consist of:
 - 1. Verifying equipment, cables, and connectors installed matches the shop drawings.
 - 2. Verifying equipment, cables, and connectors installed matches the as-builts.
 - 3. Verifying equipment, cables, and connectors installed matches the plan sheets.

- III. Communication System Review
 - A. Walter P Moore will perform a field visit and review hardware installation. Review will consist of:
 - 1. Verifying equipment, cables, and connectors installed matches the shop drawings.
 - 2. Verifying equipment, cables, and connectors installed matches the as-builts.
 - 3. Verifying equipment, cables, and connectors installed matches the plan sheets.

- IV. System Functionality Review
 - A. Walter P Moore will review software manual provided by the system integrator.
 - B. Walter P Moore will develop a testing plan.
 - C. Walter P Moore will witness the operations test and record the results.
 - D. Walter P Moore will develop a non-conformance report for items that did not perform.

- V. Walter P Moore will issue a letter of conformance for the electrical, communications and systems components. Items of non-conformance (if any) will also be documented for subsequent correction.

WALTER P MOORE

Schedule RD1

BILLING RATE SCHEDULE

Diagnostics Group

2017 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal.....	\$315.00
Principal.....	\$295.00
Senior Project Manager	\$260.00
Senior Building Enclosure Consultant	\$260.00
Project Manager	\$205.00
Senior Engineer	\$195.00
Engineer	\$180.00
Building Enclosure Consultant	\$180.00
Graduate Engineer.....	\$165.00
Graduate Building Enclosure Consultant	\$165.00
CAD Designer.....	\$165.00
Senior CAD Technician.....	\$135.00
CAD Technician.....	\$105.00
Senior Field Representative	\$140.00
Field Representative	\$120.00
Materials Conservator.....	\$185.00
Technician	\$105.00
Project Accountant.....	\$110.00
Administrative Assistant.....	\$100.00
Senior Consultant.....	\$300.00

Notes:

1. These billing rates are effective January 1, 2017 through December 31, 2017.
2. Rates after December 31, 2017 may be adjusted by 4% annually.

WALTER P MOORE

Schedule RC1

BILLING RATE SCHEDULE Infrastructure Services 2017 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal.....	\$ 300.00
Principal.....	\$ 250.00
Chief Hydrologist	\$ 225.00
Managing Director	\$ 225.00
Team Director.....	\$ 220.00
Senior Project Manager	\$ 220.00
Project Manager	\$ 170.00
Senior Engineer	\$ 170.00
Engineer	\$ 145.00
Graduate Engineer.....	\$ 125.00
Senior Transportation Planner.....	\$ 175.00
Transportation Planner.....	\$ 145.00
Graduate Transportation Planner	\$ 110.00
Senior GIS Specialist	\$ 160.00
GIS Specialist	\$ 135.00
Senior Hydrologist	\$ 160.00
Hydrologist	\$ 120.00
Senior Designer	\$ 170.00
Designer	\$ 125.00
CAD Manager.....	\$ 165.00
Senior CAD Technician.....	\$ 115.00
CAD Technician.....	\$ 95.00
Senior Field Representative	\$ 140.00
Field Representative	\$ 120.00
Engineering Intern.....	\$ 70.00
Project Accountant.....	\$ 110.00
Senior Administrative Assistant.....	\$ 105.00
Administrative Assistant.....	\$ 90.00

Notes:

1. These billing rates are effective January 1, 2017 through December 31, 2017.
2. Rates after December 31, 2017 may be adjusted by 4% annually.