

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and SIRRUS ENGINEERS, INC. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services, including preliminary studies, design services, and bid support services to improve the existing two-lane asphalt roadway (with roadside ditches) to a four-lane asphalt road with shoulders between FM 359 and Katy Fulshear Road, under the 2013 Mobility Bond Project No. 13313 – Huggins Drive, (hereinafter “Services”) pursuant to SOQ 14-025; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

**Section 1. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services attached hereto as Exhibit A.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is two hundred sixty thousand three hundred seventy-four dollars and 00/100 (\$260,374.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of two hundred sixty thousand three hundred seventy-four dollars and 00/100 (\$260,374.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed two hundred sixty thousand three hundred seventy-four dollars and 00/100 (\$260,374.00).

### **Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

## **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

## **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

## **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

10.1.4 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.

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

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Indemnity**

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

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

#### **Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

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

Contractor: Sirrus Engineers, Inc.  
Attn: Sujeeth Draksharam, President  
3100 Timmons Lane, Suite 500  
Houston, Texas 77027

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals

in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.



**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

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

**Section 24. Conflict**

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

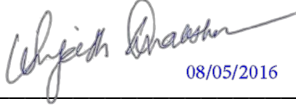
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2016.

FORT BEND COUNTY

SIRRUS ENGINEERS, INC.

\_\_\_\_\_  
Robert E. Hebert, County Judge

  
08/05/2016  
\_\_\_\_\_  
Sujeeth Draksharam, President

\_\_\_\_\_  
Date

08/15/2016 Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A

## **EXHIBIT A – Scope of Services**

**Project Name: Huggins Road**

**Project Limits: From FM 359 to Katy Fulshear Road**

**Fort Bend County**

Fort Bend County has requested a proposal for preliminary studies, design services, and bid support services to improve the existing 2-lane asphalt roadway (with roadside ditches) to a 4-lane asphalt road with shoulders between FM 359 and Katy Fulshear road. Proposed roadway cannot be accommodated within the existing ROW, project shall require acquiring additional ROW. TxDOT permit will be required for the road tie-in to FM 359.

### **PROJECT LIMITS AND SCOPE**

The Huggins Road project will begin from FM 359 to Katy Fulshear Road. The existing ROW varies from and consists of two-lane asphalt and open ditch on either side of the road. The Huggins road shall be widened to reflect Fort Bend County standards and shall accommodate 2 additional asphalt lanes. The proposed Huggins road shall consist of 4-lanes with shoulders between FM 359 and Katy Fulshear road.

### **Description of Phases**

The following descriptions of the phases are generic in nature and may include descriptions of scope not necessary for this project. The consultant is responsible for insuring that all necessary studies, report, approvals, and any other task using necessary Fort Bend County design criteria necessary to accomplish the project in accordance with Fort Bend County's defined scope are completed and approved.

#### **Study Phase:**

The Study Report shall serve as a summary document that incorporates the recommendations from the supporting investigative reports, results from working meeting with Fort Bend County, necessary approvals and final recommendations from the Consultant's efforts. The document will serve as the framework for the design phase, having addressed the major issues that affect the roadway design and supporting infrastructure.

An outline of those sections that are required for the Study Report, including the exhibits and attachments is as identified below. The Study Phase shall include the preparation and approval of reports necessary to support the recommendations and design of the roadway and all appurtenances included, but not limited to, Geotechnical Investigations, ROW Parcel acquisition recommendations, utility conflicts identification, Drainage Studies. The preparation of preliminary construction documents will be substituted with a schematic layout as defined below. The Consultant shall present the results of Study Phase investigation and

analysis and their recommendations status of the of the project to include, but not limited to, Survey/Right-of-Way Maps, Roadway Alignment, Geotechnical, ROW Parcel acquisition recommendations, Drainage Concept, Drainage Report, Utilities, and Variances.

The consultant shall participate in the following meetings with Fort Bend County Project Management Team (PMT) and other meetings as necessary: Project kick-off meeting, Field working meeting, Alignment meeting and drainage meeting. Environmental and Traffic studies or signal are not part of this scope and its understood that PMT shall provide these if needed as part of separate scope.

The study phase shall include identification and any Utility conflicts with the proposed improvements and include, but limited to:

- Identify all existing utilities within the existing and proposed rights-of-way.
- Provide list of existing utilities with owner and contact information
  
- Schematic Layout of Roadway and Detention
  - Provide a plan view layout with sufficient detail to insure that the final design can be constructed without any major issues. Include the location of shoulder and roadside ditches. The schematic layout shall be at a scale of 1" = 40' on 11"x17" sheets. Include a Cover Sheet with a Vicinity Map with the project limit. The schematic should show the pavement marking concept so that traffic movements can be considered and reviewed during the study phase. Provide the proposed typical sections on the schematic. Typical Sections shall be drawn at 1"=20' horizontal and 1" = 2' vertical scale on 11"x17" sheets.
  - Sight Distance - The consultant shall investigate sight distance restrictions and general operating conditions of all existing and proposed intersections within the project limits.
- Cost Estimates
  - Provide a preliminary construction cost estimate.
- Utility Tables
  - Provide a table of the existing utilities. The table shall include ID number for the potential conflicts, stations at the left right-of-way, the centerline, and right right-of-way, the utility in conflict, the owner of the utility, contact name, address, phone number, and email address, notes, and an estimated cost to relocate if necessary. Identify the conflict on the schematic with the ID number.
- ROW Acquisition Table
  - Provide a table of parcels to be acquired for those parcels intersecting the proposed ROW line. The table shall include a parcel ID number, acreage (and square footage) to be acquired, acreage of the parent tract, acreage remaining of the parent tract, current owner, recording information, current floodplain zone, notes. The table shall be

- accompanied by Right-of-Way maps, an Aerial Roll Plan identifying the proposed improvements with existing and proposed ROW.
- Existing right-of-way maps
    - Abstracting for all adjacent roadway ROW tracts consisting of record documents for current adjoining land owner's deed and easements adjoining the existing right-of-ways and the existing right-of-way dedication documents, field surveys to locate existing boundary comers or tracts, existing right-of-way and front comers of nearby structures, boundary and right-of way analysis and prepare a signed and sealed drawings of the existing right-of-way to Category 1A Condition II.
  - TxDOT Coordination
    - FM 359 is a TxDOT roadway and the Huggins tie-in shall require coordination and compliance with TxDOT. The pavement tie-in shall be in accordance with TxDOT and any drainage which is currently accessed by the TxDOT roadside ditch shall be maintained. Any traffic studies, warrants, signal design requested by TxDOT is not part of this scope and PMT shall provide the necessary information to TxDOT. The necessary TxDOT permit forms shall be filled as part of this scope and TxDOT

### **Surveying and Mapping**

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project including but not limited to roadway, corner cuts, sight distance triangles, detention, and outfalls. The Surveyor shall prepare a ROW Acquisition Table which shall include a parcel ID number, acreage (and square footage) to be acquired, acreage of the parent tract, acreage remaining of the parent tract, current owner, recording information, current flood plain zone, and note any issues that may affect the acquisition of the parcels. The scope and fee from the sub-consultant is attached to this exhibit.

### **Geotechnical Investigation**

Huggins Road is currently a two lane asphalt surface road located in Fort Bend County, Texas. Plans are to remove the existing roadway and replace it with a four lane asphalt surface roadway with shoulder and road side ditch. The geotechnical scope scope of services The scope and fee from the sub-consultant is attached to this exhibit.

## **Drainage Report**

The scope for work for this Drainage Mitigation Study study to support future roadway development.

- **Drainage Mitigation Study**

The purpose of this task is to prepare a Drainage Mitigation Study to determine the 100-year storm impacts resulting from construction of the project and to develop and analyze alternatives to mitigate these impacts. The following tasks describe the work to be performed:

Prepare 100-year storm drainage area maps for existing and proposed conditions, which include the typical Fort Bend County roadway improvements within the project limits and the proposed right of way (ROW).

Compute existing and proposed peak flows based on the Fort Bend County methodology within the existing and proposed ROW.

Compute required 100-year storage volumes within the ROW to determine mitigation requirements for the proposed condition.

Prepare existing and proposed hydrographs at each outfall location to develop mitigation alternatives to implement the required 100-year mitigation.

Prepare a Drainage Mitigation Study report to summarize and document the findings of this study. The report will include the following items at a minimum:

Provide electronic draft copies of the report for PMT review and upon approval.

## **DELIVERABLES**

The Submittal shall include the submittal of the preliminary plans on 11"x17" (paper or electronic, no mylar), and an updated cost estimate. The cost estimate shall be the Bid Form with the cost and quantities filled in.

One electronic copy of each draft report will be provided to the client and PMT. Upon review and comment by the PMT, Consultant will make revisions to each draft report and resubmit one electronic copy of the final report.

- Variances

- Should any variances be required, a letter request shall be submitted and approved prior to the submittal of the Study Report. The variance shall include the variance sought along with the reasons the variance is necessary. The requested should include support documentation from other design guidelines and any risk associated with the request.

**Design Phase:**

The design phase of the project shall consist of the preparation of completely approved construction documents that reflect the approved Study Report.

The Design submittal shall build upon the framework identified in the Study Report and include roadway design, profiles, drainage system and appurtenances, details and the bid documents necessary for a complete design review.

A construction traffic control meeting shall be held for communicating the significant construction traffic control concepts and to enable review and discussion at the meeting: phasing overview drawing, a typical cross-section(s) for each major phase and the final traffic control along with detail plans shall show the temporary transitions at the ends of the project, if off-site detours are anticipated, a detour concept sketch.

FM 359 is a TxDOT roadway and the Huggins tie-in shall require coordination and compliance with TxDOT. TxDOT permit forms shall be filled as part of this scope and submitted along with the final design plans for TxDOT permit approval.

Also included in this phase shall be the preparation of the Metes and Bounds Descriptions for parcels and/or easements identified in the abstracting which generally are authorized after review and approval of the recommended acquisitions at the Client Presentation Meeting.

Design Phase - will have two submittals

- 1) 1st Submittal
  - pdf plan (11x17)
  - Reports - SWPPP and SWQMP if required, geotechnical report
  - Construction Cost Estimate (Excel)
- 2) Final Submittal for Bidding
  - Cover Sheet will include signed Utilities Company block
  - pdf plan (11x17 and 22X34)
  - Reports - SWPPP and SWQMP if required, geotechnical report
  - Construction Cost Estimate (Excel)

**Bid Phase:**

The bid phase of the project shall consist of the preparation of the final bid documents, pre-bid meeting, preparation of addenda, preparation of bid tabs,



Engineer's estimate into the Bid Tab, and average of the 3 lowest bidders and recommendation of awards.

**Construction Phase:**

Construction phase services include attending meetings, field inspection, project request for information and review shop drawing submittals for compliance with the project specifications and plans and final inspection.

**Compensation for Professional Services**  
**Project Name: Huggins Road**  
**Project Limits: From Katy-Fulshear Road to F.M. 359**

**Construction Cost Estimate: \$ 2,500,000**

1	Pre-Design Phase		<b>\$81,360.00</b>
2	Design Phase		<b>\$113,625.00</b>
3	Bid Phase		<b>\$10,515.00</b>
4	Construction Phase Services		<b>\$14,600.00</b>
5	Survey		
	Survey (See Proposal)	\$31,324.00	
			<b>\$31,324.00</b>
6	Geotechnical Report		
	Roadway, ( See Proposal)	\$3,950.00	
			<b>\$3,950.00</b>
7	Drainage		
	Drainage Report (Drainage Study includes Detention Mitigation Report)	\$5,000.00	
			<b>\$5,000.00</b>
<b>Subtotal Basic Services (1-8):</b>			<b>\$260,374.00</b>
9	<b>*Optional Additional Services including, but not limited to</b>		
	<small>*amounts shown are estimates and will be paid according to the Engineer's Rates, unless otherwise identified as Firm Fixed Fee*</small>		
			\$0
<b>TOTAL SERVICES (BASIC &amp; OPTIONAL ADDITIONAL)</b>			<b>\$260,374</b>



# 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:  
2016-99568

Date Filed:  
08/15/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Sirus Engineers, Inc.  
Houston, 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.**  
Mobility Bond Project No. 1331  
Civil Engineering Services

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.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said Sujeeth Draksharam, this the 15<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of officer administering oath

Teresa Focone  
Printed name of officer administering oath

Notary  
Title of officer administering oath