

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 R.G. Miller Engineers, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for the reconstruction and widening of a two lane asphalt roadway with open ditch to a four-lane concrete roadway with storm sewer for the Ransom Road Project, Number 17102, under the 2017 Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

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

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render the professional engineering services, including the preliminary design, final design, contract and construction phase engineering services for the project as described Contractor's proposal dated April 24, 2018 attached hereto as Exhibit A, and incorporated herein for all purposes.

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 four hundred thirty-two thousand two hundred twenty-six dollars and no/100 (\$432,226.00) as set forth in Exhibit A. 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 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 of the invoice 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 four hundred thirty-two thousand two hundred twenty-six dollars and no/100 (\$432,226.00) 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 four hundred thirty-two thousand two hundred twenty-six dollars and no/100 (\$432,226.00).

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 December 31, 2022. 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. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

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

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor 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, HOLD HARMLESS, 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 NEGLIGENCE, 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 st Floor Richmond, Texas 77469
Contractor:	R.G. Miller Engineers, Inc. Attn: Jack P. Miller, President 16340 Park Ten Place, Suite 350 Houston, Texas 77084

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. Standard of Care

Contractor represents 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.

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.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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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

R.G. MILLER ENGINEERS, INC

Robert E. Hebert, County Judge



Jack P. Miller, President

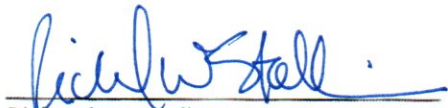
Date

Date 5/1/18

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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Proposal No. 17102
April 24, 2018

Mr. Richard W. Stolleis, P.E.
County Engineer
Fort Bend County
301 Jackson
Richmond, TX 77469
281-633-7506

Re: **Proposal for Engineering Services to Design the Widening and reconstruction of Ransom Road from Sugar Land City Limit to SH 99 Fort Bend County, Texas**

Dear Mr. Stolleis;

R. G. Miller Engineers, Inc. (RGME) is pleased to submit this proposal for professional engineering and surveying services to Fort Bend County (FBC) for the above referenced project. This proposal is in accordance with our scoping meetings with Mr. Kevin Mineo, P.E., of Binkley & Barfield the Precinct Program Manager. Based on those conversations and an initial assessment to record field conditions at the project location it is our understanding that RGME is to provide Preliminary Engineering, Final Design, Contract, and Construction Phase Engineering Services to develop construction documents for the reconstruction and widening of Ransom Road near SH 99 and reconstruction of its connector roadway to I 69 (US59).

Currently Ransom Road within the project area is a two-lane asphalt roadway with open ditch drainage within a varying ROW. Properties along the corridor consist of mix of commercial businesses and residential homes with some vacant lots. The existing Ransom Road roadway is approximately 2,700 feet in length and the connector is approximately 500 feet in length. The proposed roadway from Indigo River Lane to SH 99 will consist of a continuous four-lane concrete boulevard roadway with a raised median, including storm sewer and drainage system and any necessary appurtenances. West of Indigo River Lane the roadway will transition to a 3-lane concrete roadway with an open ditch drainage at the western Sugar Land City Limit. It is further understood that the County would like to reconstruct the existing asphalt roadway of the Ransom Road Connector to I 69 as a concrete pavement roadway. The design process will be a collaborative effort between the Design Consultant (RGME), the Project Manager (BBI) and County staff (FBCE). Based on this understanding we propose to provide the basic services as outlined in the scope of services shown in **EXHIBIT A**.

It is proposed that these services will be provided for a total sum of \$ 432,226.00. An estimated level of effort to perform the above services is shown in **EXHIBIT B** - Engineers Fee Schedule.

If through the results of preliminary investigations and studies additional work is required to develop the project, the additional design work will be handled by separate agreement at that time.

Prime Engineering Fee by

The Total Prime Engineering Services by R.G. Miller Engineering is divided into the following phases:

<u>100 - Project Coordination/Management</u>	(LUMP SUM)	\$ 23,625.25
<u>200 - Preliminary Design</u>	(LUMP SUM)	\$ 98,628.50
<u>300 - Final Design</u>	(LUMP SUM)	\$ 216,413.50
<u>500 – Contract-Construction Phase</u>	(Hourly)	\$ 27,768.75
Total Prime Engineering Fee		<u>\$ 366,436.00</u>

Additional Services

The Total Additional Engineering Services Fee is divided into the following phases:

<u>610 - Geotechnical (Earth Engineering)</u>	(LUMP SUM)	\$ 31,940.00
<u>620 - Survey (Tejas)</u>	(LUMP SUM)	\$ 23,475.00
<u>622 – Survey – Parcel Acquisition (Tejas)</u>	(LUMP SUM)	\$ 10,375.00
Total for Additional Services	=	<u>\$ 65,790.00</u>
TOTAL PROJECT FEE	=	<u>\$ 432,226.00</u>

r. g. miller
engineers, inc.

TIME OF PERFORMANCE

It is estimated the design services will be performed in 14 calendar months in accordance with the attached **EXHIBIT C** - Work Schedule.

This proposal does not include any work concerning ADA accessibility review nor construction inspection or administration.

If additional services are required, RGME will prepare a work authorization defining the scope of services with an estimated cost based on the attached rate schedule and will not proceed until receiving a signed authorization from FBC. RGME will submit invoices monthly for payment by FBC.

RGME will not exceed the fees outlined in this proposal without prior written authorization.

If a contract is offered by the County the Authorized Signer for RGME will be:

Jack P. Miller, President
R.G. Miller Engineers, Inc.
16340 Park Ten Place, Suite 350, Houston TX 77084
713-961-4600
JMiller@rgmiller.com

We appreciate the opportunity to provide these services to you and look forward to working with you and Fort Bend County Precinct 1 on this important project.

If you have any questions or need additional information, please feel free to phone.

Sincerely,

R. G. Miller Engineers, Inc.



Patrick J. Ross, P. E.

Transportation Department Manager

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EXHIBIT A

Scope of Work to be provided by R.G. Miller Engineers, Inc.

GENERAL DESCRIPTION

It is our understanding that RGME's scope of work is to provide Preliminary Engineering, Final Design, Contract, and Construction Phase Engineering Services to develop construction documents for the reconstruction and widening of Ransom Road near SH 99 and reconstruction of its connector roadway to I 69 (US59). The corridor is approximately 2,700 feet in length and the connector is approximately 500 feet in length. The proposed roadway from Indigo River Lane to SH 99 will consist of a continuous four-lane concrete boulevard roadway with a raised median, including storm sewer and drainage system and any necessary appurtenances. West of Indigo River Lane the roadway will transition to a 3-lane concrete roadway with an open ditch drainage at the western Sugar Land City Limit. It is further understood that the County would like to reconstruct the existing asphalt roadway of the Ransom Road Connector to I 69 as a concrete pavement roadway. The design process will be a collaborative effort between the Design Consultant (RGME), the Project Manager (BBI) and County staff (FBCE).

GENERAL REQUIREMENTS

Design Criteria

1. The Engineer shall prepare all work in accordance with the latest version of the Fort Bend County (FBC) Regulations of Subdivisions and applicable FBC design standards and details. When design criteria are not identified in FBC manuals, the Engineer shall refer to the American Association of Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets (latest edition), TMUTCD and municipal and/or ETJ design criteria.
2. Produce roadway plans including typical-sections, specifications and estimates (PS&E) and prepare construction bid documents.
3. All designs for the above work will be in accordance with standards for Major Thoroughfares in the FBC "Regulations of Subdivisions" (latest edition).
4. The project is to be designed to minimize the acquisition of new right-of-way (ROW) to the greatest extent possible.
5. Drainage system design will follow the recommendation of the existing drainage studies and will conform to the FBC Drainage District Drainage Criteria Manual, Revised 2011.
6. Submit 30% plans during the preliminary design phase, as well as, 70%, and 95% PS&E packages for review by FBC Engineering. The final 100% set will incorporate any revisions from FBC comments on the 95% set.
7. The scope of this project will not include any improvements or changes to the cross streets except signage and/or striping where needed.

8. Provide project planning and control to include quality management.
9. Provide an accurate, complete and constructible set of contract documents.
10. FBC will have the ultimate authority for determining what constitutes an accurate, complete and constructible set of contract documents.

100-PROJECT COORDINATION/MANAGEMENT

RGME shall be responsible for directing and coordinating all activities associated with the project and to deliver the work on time

110 - Project Coordination

1. Provide general coordination with the Project team members concerning administrative and technical issues. Report and coordinate with FBC on any design issues and requests for information.
2. Internal administration of the project files. At the completion of the work, the project files will be shipped to the FBC, if requested.

120 - Invoicing/Progress Reports

1. Prepare and submit monthly progress reports and invoices to FBC for review and approval. The invoices will include the progress report and invoice. The progress report will list outstanding issues that need resolution, as well as, progress of the tasks and estimated completion dates for the work.

130 - Project Scheduling

1. Prepare an overall project design schedule detailing the progression of the work. This schedule will include review dates by FBC, submittal dates for deliverables, and estimated time frame to complete the work. The schedule will be updated monthly and included in the progress report. Changes or adjustments in the schedule caused by delays due to unforeseen task difficulties or lengthy review times will be shown and reported to the FBC.

140 - Progress Meetings

1. Attend coordination and interim progress review meetings every month or as necessary, to be scheduled on an as-needed basis. Prepare and distribute meeting minutes within five working days after the meeting.

200-PRELIMINARY DESIGN

The primary goals are to (1) establish a typical cross section and cross sections in non-standard areas, (2) determine drainage system needs (drainage report and/or preliminary roadway drainage design), (3) positively determine right-of-way (ROW) acquisition needs, (4) determine potential conflicts with existing facilities, (5) identify critical path items, (6) identify problem areas and potential resolution(s), (7) determine permit and regulatory requirements, and (8) prepare

a reasonable construction cost estimate. Normally, a "30 percent" plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. RGME will prepare a Preliminary Design Memo (PDM) and 30% design submittal as described below.

210 - Collect Existing Data

1. Gather and review as-built drawings for Ransom Road and adjacent areas and roadways.
2. Collect and review as-built drawings for storm sewers, channels, ditches, drainage systems, detention basins, and other related systems in the project area.
3. Collect and review drainage studies, master drainage plans, and similar related drainage, floodplain, or storm water management plans in the project area.
4. Collect and review property boundaries, jurisdictional boundaries, and ROW boundary information.
5. Collect and review existing traffic data, studies and plans pertaining to the project area.

212 – Geotechnical (See attached Scope from Earth Engineering)

A budget will be included for an additional service to provide Geotechnical services. The budget shall include the following:

1. Soil borings, analysis, and recommendations for pavement subgrade design, storm sewer/culvert bedding, and trench safety, performed in accordance with typical FBC procedures.
2. Prepare a Geotechnical Investigation Report to include boring logs, verification of FBCE standard pavement design and bedding recommendations for the anticipated structures.

214 - Surveying (see attached Scope from Tejas Surveying)

A budget for Survey Services shall include the following:

1. Establish inter-visible survey control at intervals not to exceed 1000 feet for the project, meeting TxDOT Level 4 criteria, with horizontal controls based on GPS observations and Vertical control based on digital leveling, tied to NAD 83 (2011), Epoch 2010.00 and NAVD 88.
2. Tie into other horizontal and vertical control reference markers identified by NGS, FEMA, TxDOT, FBGPTRA and COSL for comparison and datum conversions, if needed.
3. Identify property ownership along current right-of-way.
4. Locate sufficient monumentation to identify the limits and width of the current right-of-way.

5. Prepare a right-of-way sheet suitable for evaluation from engineer's schematic and typical sections as to any additional right-of-way needs, including but not limited to corner clips, turn lanes, embankments and open ditch drainage.
6. Locate all visible and apparent improvements within the existing right-of-way and a minimum of 20 feet beyond, wherever feasible, and extend a minimum of 100 feet at all intersecting streets. Include structures within 100 feet of the existing right-of-way.
7. Provide topographic sections at 100 foot intervals, plus grade breaks, for the existing right-of-way, extending a minimum of 20 feet beyond, wherever feasible, and extending a minimum of 100 feet at all intersecting streets, measured from the end of returns of the paving.
8. Provide a Utility One Call notification and locate all pin flags and markings established within 48 hours of the notification.
9. Provide elevations and measure downs on all accessible manholes, inlets, headwalls, drainage structures and culverts. No buried lines will be probed or excavated.
10. Locate and identify utility/pipeline conflicts with the proposed construction, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others.
11. Prepare a TIN with breaklines suitable for rendering representative one-foot contour lines.
12. Prepare deliverables compatible without modification in MicroStation V8i and Geopak, including reference files for the right-of-way, baseline alignment and stations, 2d files, 3d files, underground utility lines, contour lines, and survey raw data points.
13. Tie soil boring locations and provide a spreadsheet of locations and elevations.
14. Provide a Survey Control Index Sheet and Horizontal and Vertical Control Sheet signed, sealed and dated by a Registered Public Land Surveyor for insertion into the plans.
15. Provide an ASCII file of the survey points, DGN and PDF files of the deliverables.

215 - Survey-Parcel Acquisition, if required (see attached Scope from Tejas Surveying)

1. Upon authorization by the County, prepare a metes and bounds description and parcel sketch for any additional right-of-way required as an additional deliverable, based on predetermined per parcel price. Provide deliverables in PDF and in DOC format for descriptions, DGN format for the parcel sketches.
2. Upon authorization by the County, update right-of-way sheet to reflect right-of-way parcels to be acquired, with parcels labeled and shaded, reflecting station and offsets to the proposed right-of-way from the project alignment.
3. Upon authorization by the County, stake the proposed right-of-way at 500 foot stations on both sides, and all angle points, points of curvature, and point of tangency.

220 - Conduct Field Reconnaissance

1. Perform site visits to observe and photograph existing conditions.
2. Observe existing utilities.
3. Observe existing drainage facilities.
4. Observe existing traffic, signage, and signal facilities.
5. Observe existing vegetation and landscaping features.

230 - Utility Coordination

1. Utilities will be researched and located in the field to determine the existence and location of underground utilities (pipelines, duct banks, etc.). RGME shall identify and coordinate with all utility owners for relocations required. Any subsurface utility investigation (SUI) should be at the expense of the utility company. Utility company signatures will not be required on completed drawings.
2. Perform records research and field visits to determine the presence of underground or overhead private or public utilities. Collect as-built plans and/or maps from all utilities having facilities within the project limits.
3. Send records requests to utility companies and obtain I.D. numbers (CenterPoint and AT&T)
4. Coordinate with FBC and adjacent MUDs during the identification of utility conflicts.
5. Depict utilities to a reasonable degree of accuracy on the plan and profile drawings.
6. Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required.
7. Develop designs to avoid and/or minimize conflicts with existing and proposed utilities.
8. Send roadway design plans to all utility companies. Coordinate relocations or adjustments with utility companies.

240 - Traffic Studies

1. FBC will provide current and future traffic information and any previously completed Traffic Studies applicable to the project area.

250 - Hydrological or Hydraulic Studies

1. Determine drainage areas associated with the project area.

2. Determine outfall depths and locations for all project related drainage areas.
3. Determine peak flow rates generated by design storms for each drainage area.
4. Size storm water conveyances to handle peak flows and to result in water surface elevations that conform to applicable criteria.
5. The design and construction of all drainage systems within FBC shall comply with the established standard principles and practices given in the FBC "Drainage Criteria Manual, 2011".
6. Review existing data and confirm that the existing detention is adequate to mitigate the proposed improvements. If additional detention is required, propose a mitigation solution and identify any ROW required. This review will be coordinated with FBC, adjacent Municipal Utility Districts (MUDs), and the Levee Improvement District.

270 - Review and Identify Right-of-Way Requirements

1. The project is to be designed within the existing ROW to the maximum extent possible.
2. Identify any design elements (sight triangles, traffic signal corner clips, additional turn bays, etc.) that may require additional ROW.
3. Coordinate with the surveyor on dedications or acquisition of any additional ROW.

280 - 30% Design Drawings

1. Provide 30% submittals for the design, including drainage design, for interim progress reviews by FBC.
2. Prepare and submit a set of 30% design drawing on 11"x17" plan sheets for review by FBC. The 30 % design plans will include the following design sheets:
 - a. Draft Cover Sheet
 - b. Typical Sections
 - c. Plan & Profile Sheets
 - d. Intersection Layouts
 - e. Drainage Area Map
 - f. Drainage Design Layout
 - g. Existing Utility Layout

290 - Preliminary Engineering Report (PER)

1. Prepare and submit a draft letter report (3 copies) entitled Preliminary Engineering Report (PER) which will:
 - a. Briefly summarize existing conditions in narrative and photographic format;

- b. Identify key design issues and how they should be addressed;
 - c. Identify utility conflicts;
 - d. Identify critical path items;
 - e. Identify proposed access, detour, and traffic control approaches to support construction activities;
 - f. Recommend appropriate construction phasing;
 - g. Recommend appropriate pavement type and cross section;
 - h. Recommend any required structures or cross culverts;
 - i. Recommend location and number of left turn lanes and median cuts;
 - j. Recommend signalization, if warranted;
 - k. Incorporate a Drainage Report that summarizes Hydrological and Hydraulic investigations and recommends appropriate drainage system design elements including detention requirements;
 - l. Incorporate a Geotechnical Report
 - m. Identify ROW needs
 - n. Prepare an engineer's construction cost estimate.
2. Present PER
3. Prepare and submit a final PER based on FBC written comments.

300-FINAL DESIGN PHASE

Provide detailed construction plans, specifications, final design calculations and estimates as necessary for the improvements to Ransom Road based on the scope of work provided above and the results of the Preliminary Engineering Phase defined in the PDM and approved by FBC. Typical items during this phase include the following:

310 - Utility Coordination

1. Continue to provide utility coordination to address any potential conflicts on the project including the development of designs to avoid and/or minimize conflicts with existing and proposed utilities
2. Submit milestone-level drawings to applicable utility companies for their review.
3. If conflict exists with a waterline or Sanitary Sewer, RGME is to prepare design plans unless otherwise coordinated with MUD

320 - Roadway

1. Prepare the roadway design and develop the final drawings. The following tasks describe the work to be performed:
 - Conduct field trips to the project site to investigate and confirm data and assumptions and assess general conditions as needed.
 - Geometric Design - using previously approved plans provided, define the horizontal and vertical alignments and typical sections to meet project requirements.
 - Prepare plan and profile sheets for roadway to a scale of 1"=40' horizontal and 1"=4' vertical on 11"x17" format sheets.

330 - Drainage

1. Conduct field trips to the project site to investigate and confirm data and assumptions and assess general drainage conditions as needed.
2. Prepare drainage area maps for proposed improvements within the project limits to be included in the project plan set.
3. The drainage calculations should be prepared to provide for the ultimate four-lane boulevard section. At a minimum the drainage items to be provided shall include the drainage area maps showing the final drainage areas and inlet and storm sewer calculations for revised storm sewer flow elements. All drainage designs shall be prepared to conform to existing hydraulic studies identified in the Preliminary Engineering Phase.
4. Design and analyze the storm sewer system (including the existing system) utilizing the WINSTORM program or similar spreadsheet analysis program and incorporate calculations output to the project plan set.

5. Drainage system design will be completed depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements, and ditch locations with flow lines as required. This design will be incorporated into the Roadway Plan and Profile sheets to a scale of 1"=40' horizontal and 1"=4' vertical on 11"x17" format sheets. Profiles will show conveyance size and type, slope, existing and proposed grade lines, pertinent hydraulic information, and locations and sizes of inlets and junctions.

340 - Storm Water Pollution Prevention Plans (SW3P)

RGME shall develop SW3P, on separate sheets consistent with the project construction phases, to minimize sediment discharge from the project site through runoff to receiving waterways.

1. Prepare an erosion control plan at a 1" = 100' scale or as directed by FBC. The plan will identify the SW3P components that will mitigate the impacts of construction activities. The Erosion Control Plan will be in compliance with FBC regulations and in accordance with the current Texas Commission on Environmental Quality (TCEQ), TPDES General Permit for storm water discharges associated with construction activities.

350 - Construction Sequencing and Traffic Control

1. Prepare traffic control plans and details. The traffic control work consists of preparation of Traffic Control Plans (TCP), specifications and general notes, and cost estimate for the various traffic control measures.
2. The Engineer shall prepare a TCP with proposed phasing of construction at a scale of 1" = 100' or as directed by FBC. The plan shall identify advanced warning signs on approaches, work areas, temporary paving, temporary signing, detour alignment (approved by FBC), barricades, and other TCP related items. A narrative will be prepared and submitted to the County for review and incorporation into the plans.

360 - Pavement Marking and Signing

1. Prepare Pavement Marking and Signing Plans for the project as necessary and defined in the PER, including modifications to existing signage and cross streets.

372 - General Notes and Specifications

1. Coordinate and combine general notes and specifications applicable to the project design. Prepare final general notes documents and specification list in Microsoft Word format. Use Harris County Public Infrastructure Department Standard Engineering Design Specifications for Construction and Maintenance of Roads and Bridges dated 2012, unless instructed otherwise.

374 - Quantity Take-offs and Quantity Summaries

1. Quantities for construction bid items will be calculated. The quantities will be summarized in tables and organized according to the bid item codes that will be used for construction. A quantity spreadsheet, organized by item per sheet and totaled for the item and the project, will be included with each submittal to FBC.

376 - Construction Cost estimate

1. An estimate of the construction costs will be prepared based on plan quantities in standard Harris County bid format at the 70%, 95%, and final submittal stages of the project. More detailed and refined quantities will be updated for each successive submittal. All estimates shall also be submitted in Microsoft Excel format.

378 - Miscellaneous Drawings

1. Project Title Sheet-RGME shall prepare a title sheet to be used for the construction plans.
2. Index of Sheets-RGME will complete a detailed Index of Sheets that identifies each sheet location in the plan set, as well as its corresponding sheet number. The Index of Sheets will be updated throughout the submittal process to allow for easier reference during the review process.
3. Horizontal Data Sheet-RGME shall prepare Horizontal Data Sheets.

380 - Preparation and Submittal of PS&E

1. Provide submittals for the design, including drainage design, for interim progress reviews by FBC at the 70%, 95%, and final completion stage. Incorporate plan sheets and submittals prepared by any subconsultants for this project. All submittals will follow the FBC requirements for content.
2. Three (3) copies of the 70 percent submittal will be required for County review, and drawings can be submitted on 11"x17" sheets. A digital copy in Adobe Acrobat format (PDF) of the drawings, specifications and estimate will also be required.
3. The 70 percent submittal should include the following:
 - Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
 - Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
 - Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)

- Survey control map
 - Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
 - Plan and profile sheets (1"=20' plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
 - Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
 - Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details)
 - Bridge layout and details (if applicable)
 - Specification table of contents (use Harris County Specifications)
 - Bid form with estimated unit and total costs (spreadsheet based)
4. Three (3) copies of the 95 percent submittal will be required for County review, and drawings can be submitted on 11"x17" sheets. A digital copy in Adobe Acrobat format (PDF) of the drawings, specifications and estimate will also be required.
5. The 95 percent submittal should be considered complete with 95% interim seal, and shall include all of the 70 percent requirements plus the following:
- General notes sheet
 - Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)
 - Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
 - Standard construction details
 - Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
 - Responses to 70 percent comments

6. The 100 percent design submittal shall consist of one sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate sent to the Project Manager. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.
7. The final complete (Bid Ready) submittal shall include twenty-seven (27) CDs with the electronic files of the Bid Ready set of drawings and specifications and Project Manual in Adobe Acrobat (pdf) format. The entire set of construction drawings will be single file in PDF format. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the Project Manager. Printed documents are not required.

500-CONTRACT-CONSTRUCTION PHASE

510 - Contract Phase Meeting

1. Attend Pre-bid meeting if required, furnish revisions related to an addendum, if required.
2. The Purchasing Agent will forward bidder questions to the Design Consultant. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the Design Consultant if necessary. The Purchasing Agent will distribute the addendum.
3. Bid Tabulation and recommendation of award will be performed by the Program Manager for FBC.

515 - Preconstruction Meeting

1. Attend and assist the County in pre-construction conferences.

520 - Submittal Reviews

1. Review, and submit comments on all project schedules as submitted by the Contractor.
2. Review shop and working drawings, furnished by Contractors, for compliance with design concepts and specifications and with the information given in the contract documents

530 - RFI Review and Response

1. Review all instructions, requests for information, and non-conformance reports as requested by FBC.
2. Review shop, laboratory and mill tests of material and equipment.
3. Provide Changes to plans as necessary to address construction issues.

540 - Monthly Construction Progress Meetings

1. Attend monthly and other project meetings as requested by FBC. Provide meeting minutes for each construction meeting.
2. Make periodic visits to become familiar with the project progress.
3. Participate with the FBC representatives in a substantial completion and/or final inspection of the Project.
4. Completion Letter.

550 - Construction Record Drawings

1. After project completion, the Design Consultant will prepare record drawings based on contractor as-built markups. The record drawings may be printed on paper and delivered to the County.
2. Provide final Record Drawings in Adobe Acrobat (pdf) format.

PROJECT NAME: Ransom Road from Sugar Land City Limit to SH 99
 CONTRACT NUMBER: 17102
 PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

FEE SUMMARY
R.G. Miller Engineers, Inc.

SUMMARY								TOTAL COSTS TASK
BASIC SERVICES - To be Provided by R.G. Miller Engineers, Inc.	Payment Basis							
100-PROJECT COORDINATION/MANAGEMENT	Lump Sum							\$23,625.25
200-PRELIMINARY ENGINEERING	Lump Sum							\$98,628.50
300-DESIGN PHASE	Lump Sum							\$216,413.50
500-CONTRACT-CONSTRUCTION PHASE	Time & Materials							\$27,768.75
								\$366,436.00
ADDITIONAL SERVICES - To be Provided by Subconsultants								
212-GEOTECHNICAL (Earth Engineering, Inc. - see attached Budget)	Lump Sum							\$31,940.00
214 -SURVEY (Tejas Surveying - see attached Budget)	Lump Sum							\$23,475.00
215-SURVEY-Parcel Acquisition (Tejas Surveying - see attached Budget)	Lump Sum							\$10,375.00
								\$65,790.00
GRAND TOTAL								\$432,226.00

SUMMARY	
BASIC SERVICES	\$366,436.00
ADDITIONAL SERVICES	\$65,790.00
GRAND TOTAL	\$432,226.00

EXHIBIT 'B'
ENGINEERING FEE SCHEDULE

PROJECT NAME: Ransom Road from Sugar Land City Limit to SH 99
 CONTRACT NUMBER: 17102
 PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

FEE SUMMARY									
R.G. Miller Engineers, Inc.									
TASK DESCRIPTION	DEPARTMENT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
100-PROJECT COORDINATION/MANAGEMENT	\$230.00	\$200.00	\$175.00	\$150.00	\$110.00	\$120.00	\$80.00	\$80.00	
110-PROJECT COORDINATION	8	18							26
120-INVOICES/PROJECT PROGRESS REPORTS	4	18						18	40
130-PROJECT SCHEDULING	4	4							8
140-PROGRESS MEETINGS	4	36						18	58
Project Management & Meetings (3 months Typical)									
HOURS SUB-TOTALS	20	76	0	0	0	0	0	36	132
TOTAL LABOR COSTS	\$4,600.00	\$15,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,880.00	\$22,680.00
SUBTOTAL									\$22,680.00
DIRECT EXPENSES PROJECT COORDINATION									
MILEAGE (@ \$0.545 per mile)	15 Trips x 30miles per trips		450	\$0.545					\$245.25
PHOTO COPIES (BW-8 1/2" x 11"; @ \$0.10 per copy)			1000	\$0.10					\$100.00
PHOTO COPIES (BW-11" x 17"; @ \$0.20 per copy)			1000	\$0.20					\$200.00
PHOTO COPIES (Color-8 1/2" x 11"; @ \$0.70 per copy)			250	\$0.70					\$175.00
PHOTO COPIES (Color-BW-11" x 17"; @ \$1.50 per copy)			150	\$1.50					\$225.00
SUBTOTAL									\$945.25
100-PROJECT COORDINATION/MANAGEMENT SUBTOTAL									\$23,625.25

TASK DESCRIPTION	DEPARTMENT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
200-PRELIMINARY ENGINEERING	\$230.00	\$200.00	\$175.00	\$150.00	\$110.00	\$120.00	\$80.00	\$80.00	
210-COLLECT EXISTING DATA	2	20	0	24	12	4	0	4	66
Early Stakeholder Coordination	2	8		4					14
Obtain related data, plans, studies and reports		0		8	12	4		4	28
Review Data		8		8					16
Design Criteria		4		4					8
212 - GEOTECHNICAL (SEE ATTACHED SCOPE FROM EARTH ENGINEERING)	0	0	0	0	0	0	0	0	0
Geotechnical Investigation (BY OTHERS)									0
214 - SURVEYING (SEE ATTACHED SCOPE FROM TEJAS SURVEYING)	0	0	0	0	0	0	0	0	0
Topographic Survey (BY OTHERS)									0
220 - CONDUCT FIELD RECONNAISSANCE	0	4	0	4	8	8	0	0	24
Site Visits		4		4	8	8			24

PROJECT NAME: Ransom Road from Sugar Land City Limit to SH 99
 CONTRACT NUMBER: 17102
 PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

FEE SUMMARY									
R.G. Miller Engineers, Inc.									
230 - UTILITY COORDINATION	0	9	0	28	34	0	16	0	87
Identify Existing Utilities and Owners		2		8	8				18
Determine Potential Conflicts with existing facilities & utilities				8	16		8		32
Prepare utility conflict list at 30% submittal		2		4	8				14
Develop design to avoid/minimize existing and proposed Utilities		2		4			8		14
Review Survey		3		4	2				9
240 - TRAFFIC STUDIES	0	4	24	0	24	0	8	0	60
Intersection LOS Analysis		2	16		8				26
Intersection Sight Triangle Analysis		2	8		16		8		34
250 - HYDROLOGICAL OR HYDRAULIC STUDIES	0	18	44	52	32	0	20	6	172
Develop Drainage Area maps		2	4	8	8		8		30
Evaluate Design Storm Flows and Outfall depths		2	8	8	4				22
Analyze and size conveyance system		2	8	12	8				30
Precinct and MUD Meetings		4	8	8					20
Draft Memorandum		6	8	8	8		8	4	42
Final Memorandum		2	8	8	4		4	2	28
270 - REVIEW AND IDENTIFY RIGHT-OF-WAY REQUIREMENTS	2	0	2	8	8	0	8	0	28
Determine ROW Acquisition Needs	2		2	8	8		8		28

EXHIBIT 'B'
ENGINEERING FEE SCHEDULE

PROJECT NAME: Ransom Road from Sugar Land City Limit to SH 99
 CONTRACT NUMBER: 17102
 PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

FEE SUMMARY									
R.G. Miller Engineers, Inc.									
280 - 30% DESIGN DRAWINGS	0	14	0	36	64	56	60	0	230
Establish a Typical Cross Section		4		8	8				20
Prepare 30% Plans		8		24	48	48	60		188
Draft Cover Sheet									0
Draft Typical Sections									0
Plan & Profile Sheets									0
Intersection Layouts									0
Drainage Area Maps									0
Drainage Design Layout									0
Existing Utilities Layout									0
Construction Cost Estimate		2		4	8	8			22
290 - PRELIMINARY DESIGN MEMORANDUM (PER)	0	12	8	24	16	0	0	12	72
Draft Memorandum		8	4	16	12			8	48
Final Memorandum		4	4	8	4			4	24
HOURS SUB-TOTALS	4	81	78	176	198	68	112	22	739
TOTAL LABOR COSTS	\$920.00	\$16,200.00	\$13,650.00	\$26,400.00	\$21,780.00	\$8,160.00	\$8,960.00	\$1,760.00	\$97,830.00
SUBTOTAL									\$97,830.00
DIRECT EXPENSES									
MILEAGE (@ \$0.545 per mile)	10 Trips x 30miles per trips		300	\$0.545					\$163.50
PHOTO COPIES (BW-8 1/2" x 11"; @ \$0.10 per copy)			500	\$0.10					\$50.00
PHOTO COPIES (BW-11" x 17"; @ \$0.20 per copy)			500	\$0.20					\$100.00
PHOTO COPIES (Color-8 1/2" x 11"; @ \$0.70 per copy)			50	\$0.70					\$35.00
PHOTO COPIES (Color-BW-11" x 17"; @ \$1.50 per copy)			100	\$1.50					\$150.00
DELIVERIES (@ \$20.00 per delivery)			15	\$20.00					\$300.00
SUBTOTAL									\$798.50
200-PRELIMINARY ENGINEERING SUBTOTAL									\$98,628.50

PROJECT NAME: Ransom Road from Sugar Land City Limit to SH 99
 CONTRACT NUMBER: 17102
 PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

FEE SUMMARY									
R.G. Miller Engineers, Inc.									
TASK DESCRIPTION	DEPARTMENT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
300-DESIGN PHASE	\$230.00	\$200.00	\$175.00	\$150.00	\$110.00	\$120.00	\$80.00	\$80.00	
310-UTILITY COORDINATION	0	8	0	36	24	0	0	8	76
Identification of utility conflicts		2		8	2				12
Revise utility conflict list at 70% and 95% submittal		2		4	8			4	18
Develop design to avoid/minimize existing and proposed Utilities		2		8	6				16
Coordination on Relocations/Removals		2		16	8			4	30
320-ROADWAY	0	38	8	76	54	30	120	10	336
Review and refine approved Preliminary Roadway Design		4		8	2		4	4	22
Geometric Roadway Design		2	8	8	4		8		30
Prepare Existing and Proposed Typical Sections (70% - Final)		2		4	8		16		30
Plan and Profile Sheets (Roadway) (70% - Final)		12		16	16	30	40		114
Intersection Layouts or Cross Street Details		8		16	8		40		72
Roadway Details		6		16			8	4	34
Design Cross Sections with earthwork calculations		4		8	16		4	2	34
330-DRAINAGE	0	26	8	84	64	56	68	10	336
Agency Coordination		1		4	4				9
Field Visits / Data Verification		1		4	4				9
Drainage Area Maps/Calculations		2	4	8	8		8	4	34
Drainage Design at Retaining Walls									0
Storm Sewer Design and Hydraulic Data Sheets		4		24	16	8	8		60
Verification of Existing Storm Sewer Capacity		8	4	8	16				36
Storm Sewer Plan and Profiles		8		32	32	48	48	4	172
Temporary Drainage Design		2		4	4		4	2	16
340 - STORM WATER POLLUTION PREVENTION PLANS (SW3P)	0	4	6	8	16	32	24	0	90
Investigate and Prepare SWPPP Report		2	4	4	8	8			26
Prepare SWPPP Plan Sheets (70% - Final)		2	2	4	8	24	24		64
350 - CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL	4	22	0	42	38	112	152	0	370
TCP Advance Warning Signs		4		8	4	16	16		48
TCP Overview & Narrative	2	8		16	16				42
Detour Plans (with County Approval Only)		2		2	2	16	16		38
Traffic Control Plan	2	8		16	16	80	120		242
360 - PAVEMENT MARKING AND SIGNING	2	8	0	16	16	8	16	0	66
Prepare Signing & Pavement Marking Sheets (70% - Final)		2	8	16	16	8	16		66
372-GENERAL NOTES & SPECIFICATIONS	0	6	0	10	12	8	0	4	40
Develop any Special Specifications for Bid Items		2		4	4				10
Prepare Standard Specifications for Bid Items		2		4	4	4			14
Prepare General Notes		2		2	4	4		4	16

EXHIBIT 'B'
ENGINEERING FEE SCHEDULE

PROJECT NAME: Ransom Road from Sugar Land City Limit to SH 99
 CONTRACT NUMBER: 17102
 PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

FEE SUMMARY									
R.G. Miller Engineers, Inc.									
374-QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	2	2	0	16	40	12	0	0	72
Quantities (Summary Sheets - Optional) (70%, 95%, FINAL)	2	2		16	40	12			72
376-CONSTRUCTION COST ESTIMATES	0	6	0	12	6	0	6	0	30
Construction Cost Estimate (70%, 95%, FINAL)		6		12	6		6		30
378-MISCELLANEOUS DRAWINGS	2	2	6	30	24	12	8	0	84
Cover Sheet & Index									0
Intersection Detail Sheets									
Horizontal Data Sheets									
Retaining Wall Sheets, If Required									0
Prepare Standard Details Sheets									0
380-PREPARATION AND SUBMITTAL OF PS&E	5	35	0	30	80	60	64	0	274
70% PS&E SUBMITTALS	2	16		32	40	24	36		150
Responses to Comments									0
95% PS&E SUBMITTALS	2	16		8	30	20	20		96
Responses to Comments									0
100% PS&E SUBMITTALS	1	3		12	10	16	8		50
Bid Form									0
Utility & Agency Approvals & Signatures									0
HOURS SUB-TOTALS	15	157	28	360	394	330	458	32	1774
TOTAL LABOR COSTS	\$3,450.00	\$31,400.00	\$4,900.00	\$54,000.00	\$43,340.00	\$39,600.00	\$36,640.00	\$2,560.00	\$215,890.00
SUBTOTAL									\$215,890.00
DIRECT EXPENSES									
MILEAGE (@ \$0.545 per mile)	10 Trips x 30miles per trips		300	\$0.545					\$163.50
PHOTO COPIES (BW-8 1/2" x 11"; @ \$0.10 per copy)			200	\$0.10					\$20.00
PHOTO COPIES (BW-11" x 17"; @ \$0.20 per copy)			200	\$0.20					\$40.00
PHOTO COPIES (Color-8 1/2" x 11"; @ \$0.70 per copy)			50	\$0.70					\$35.00
PHOTO COPIES (Color-BW-11" x 17"; @ \$1.50 per copy)			50	\$1.50					\$75.00
DATA CD-ROMS (@\$3.00/EA)			30	\$3.00					\$90.00
DELIVERIES (@ \$20.00 per delivery)			5	\$20.00					\$100.00
SUBTOTAL									\$523.50
300-DESIGN PHASE SUBTOTAL									\$216,413.50

PROJECT NAME: Ransom Road from Sugar Land City Limit to SH 99
 CONTRACT NUMBER: 17102
 PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

FEE SUMMARY**R.G. Miller Engineers, Inc.**

TASK DESCRIPTION	DEPARTMENT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
500-CONTRACT-CONSTRUCTION PHASE	\$230.00	\$200.00	\$175.00	\$150.00	\$110.00	\$120.00	\$80.00	\$80.00	
510-CONTRACT PHASE	0	3	0	6	0	2	0	0	11
Project Manual & Plans (PDF Format on Compact Disc *28)				2		2			4
Attend Pre-Bid Meeting		2		2					4
Answer Bidder Questions & Addendum		1		2					3
550-PRE-CONSTRUCTION MEETING	0	4	0	4	0	0	0	0	8
Attend Pre-Construction Meeting		4		4					8
520-SUBMITAL REVIEW	2	2	0	16	24	8	0	0	52
Review Contractor Submittals	2	2		16	24	8			52
530-RFI REVIEW AND RESPONSE	0	4	0	16	12	12	0	0	44
Answering Requests for Information		4		16	12	12			44
540 - MONTHLY CONSTRUCTION PROGRESS MEETINGS	0	22	0	22	0	0	0	0	44
Attend Monthly Progress Meeting		18		18					36
Substantial Completion Walkthrough		4		4					8
550 - CONSTRUCTION RECORD DRAWINGSE	0	2	0	4	0	0	16	0	22
Record Drawings		2		4			16		22
HOURS SUB-TOTALS	2	37	0	68	36	22	16	0	181
TOTAL LABOR COSTS	\$460.00	\$7,400.00	\$0.00	\$10,200.00	\$3,960.00	\$2,640.00	\$1,280.00	\$0.00	\$25,940.00
SUBTOTAL									\$25,940.00
DIRECT EXPENSES									
MILEAGE (@ \$0.545 per mile)	25 Trips x 30miles per trips		750	\$0.545					\$408.75
PHOTO COPIES (BW-8 1/2" x 11"; @ \$0.10 per copy)			1500	\$0.10					\$150.00
PHOTO COPIES (BW-11" x 17"; @ \$0.20 per copy)			1500	\$0.20					\$300.00
PHOTO COPIES (Color-8 1/2" x 11"; @ \$0.70 per copy)			400	\$0.70					\$280.00
PHOTO COPIES (Color-BW-11" x 17"; @ \$1.50 per copy)			200	\$1.50					\$300.00
DATA CD-ROMS (@\$3.00/EA)			30	\$3.00					\$90.00
DELIVERIES (@ \$20.00 per delivery)			15	\$20.00					\$300.00
SUBTOTAL									\$1,828.75
500-CONTRACT-CONSTRUCTION PHASE SUBTOTAL									\$27,768.75
SUBTOTAL BASIC SERVICES									\$366,436.00

PROJECT NAME: Ransom Road from Sugar Land City Limit to SH 99
 CONTRACT NUMBER: 17102
 PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

ADDITIONAL SERVICES Provided by Subconsultants

SUMMARY									
ADDITIONAL SERVICES LABOR EXPENSES (see attached Individual Budgets)									
212-GEOTECHNICAL (Earth Engineering, Inc. - see attached Budget)									\$31,940.00
Field Exploration									\$14,140.00
Laboratory Testing									\$4,800.00
Engineering and Report									\$13,000.00
214 -SURVEY (Tejas Surveying - see attached Budget)									\$23,475.00
1 - 15 Topographic Design Survey									\$23,475.00
215-SURVEY-Parcel Acquisition (Tejas Surveying - see attached Budget)									\$10,375.00
1 - Parcel Acquisition documents (\$@ \$1,475 per Parcel)								(Estimate based on 5 parcels)	\$7,375.00
2 - ROW parcel maps								(Estimate based on 5 parcels)	\$1,500.00
3 - Stake ROW								(Estimate based on 5 parcels)	\$1,500.00
SUBTOTAL ADDITIONAL SERVICES									\$65,790.00



EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • www.eartheng.com

April 16, 2018

Mr. Patrick J. Ross, P.E.
Manager – Transportation Department
RG Miller Engineers
16340 Park Ten Place, Suite 350
Houston, Texas 77084
Office: 713 461 9600, Direct: 281 921 8749

Proposal No.: P-EE1815504-G
Sent Via E-Mail: PRoss@rgmiller.com

FORT BEND COUNTY MOBILITY BOND PROJECT ON RANSOM ROAD IN PRECINCT 1, IN RICHMOND, TX 77469

Dear Mr. Ross,

Earth Engineering, Inc. is pleased to present this proposal to perform geotechnical Investigation for above project in Richmond, Texas.

Fort Bend County is planning to transition Ransom Road (3-lane concrete with open ditch) to a 4-lane concrete roadway. The roadway is located partially in the city of Richmond and city of Sugar Land.

The approximate total length of the road is 3,600 feet.

This proposal was prepared in accordance with Harris County Criteria and City of Houston Department of Public Works and Engineering.

Please note, due to the size of the drilling rig in comparison to the width of the road and since the road is only two (2) lane and mostly without shoulders, two (2) traffic controllers must be utilized at the same time.

SCOPE OF WORK

The scope of our services was specified based on Harris County Criteria and City of Houston Department of Public Works and Engineering as follows:

The scope of our services was specified by the client as follows:

- Cut eight (8) cores prior to drilling for soil samples at Ransom Road.
- Drilling and sampling eight (8) borings to a depth of 20-feet at Ransom Road.
- Obtaining continuous soil samples to a depth of 15 feet, and then at five (5) foot intervals thereafter to the borings' termination depths.
- Earth Engineering will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).
- Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include: pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, Unconsolidated-Undrained Triaxial test, California Bearing Ratio (CBR), and OMD Standard Compaction as deemed appropriate.
- Utilizing the results of observations both in the field and in limited laboratory tests, Earth Engineering will author a report that will include the following subjects:
 - soil stratigraphy: soil encountered up to 20 feet
 - groundwater conditions and groundwater control during construction
 - boring log information will include all laboratory test results and field observations
 - develop design recommendations for the underground utilities. The recommendations will include buried structures such as manhole etc.
 - classify the soils types in accordance to OSHA requirements based on the characteristics of the soils along the alignment
 - recommend the utilities bedding in accordance with City of Houston specifications
 - present subgrade stabilization option such as lime/fly-ash for cohesion-less



soils and lime for cohesive soils

- Equivalent Single Axle Load (ESAL) calculation (Traffic counts must be provided by the client)
 - recommend construction considerations, as deemed necessary
 - recommend back-fill material specifications
 - discuss effects of poor drainage and presence of trees on the performance of the structures and pavement
- Incorporating all of the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.

SCHEDULING

We anticipate that we can commence the fieldwork within two (2) to three (3) business days subsequent to our receiving your formal written authorization to proceed.

We anticipate that the field exploration and limited laboratory testing will require about 15 business days. Engineering analyses and report preparation will require approximately (10) business days. *Consequently, we anticipate our final report could be submitted within approximately five (5) weeks subsequent to successful drilling of the borings.*

We will work with you to meet your deadline.



ESTIMATED FEES

The total cost for the geotechnical study is estimated to be **\$ 31,490.00.**

SERVICE DESCRIPTION	UNIT FEE		AMOUNT		ESTIMATED COST
Field Exploration					
	Rate				
Mobilization/Demobilization	\$350	Mob	2	Mob	\$700.00
Drilling and Sampling (8 borings at 20 feet)	\$20	foot	160	feet	\$3,200.00
Asphlat coring 6"	\$150	each	8	each	\$1,200.00
Grouting of completed borings	\$10	foot	160	feet	\$1,600.00
Traffic Control	\$150	hour	32	hours	\$4,800.00
Field Engineer supervision and layout	\$100.00	hour	24	hours	\$2,400.00
Vehicle Charge	\$10.00	hour	24	hours	\$240.00
			Subtotal:		\$14,140.00
Laboratory Testing					
Measuring the length of core	\$15.00	test	8	tests	\$120.00
Atterberg Limits (LL, Pi's)	\$65.00	test	32	tests	\$2,080.00
Moisture Contents	\$10.00	test	48	tests	\$480.00
Percent Finer than No. 200 Sieve	\$50.00	test	8	tests	\$400.00
Unconfined Compressive Strength	\$45.00	test	8	tests	\$360.00
Unconsolidated-Undrained Triaxial test	\$65.00	test	8	tests	\$520.00
California Bearing Ratio (CBR)	\$215.00	test	2	tests	\$430.00
OMD Standard Compaction	\$205.00	test	2	tests	\$410.00
			Subtotal:		\$4,800.00
Engineering and Report Writing					
Principal Engineer, P.E.	\$205.00	hour	20	hours	\$4,100.00
Project Engineer, EIT	\$100.00	hour	80	hours	\$8,000.00
Support Personnel	\$45.00	hour	20	hours	\$900.00
			Subtotal		\$13,000.00
			TOTAL		\$31,940.00

Notes:

1. Please note, due to the size of the drilling rig in comparison to the width of the road and since the road is only two (2) lane and mostly without shoulders, two (2) traffic controllers must be utilized at the same time.
2. Additional site visits, drilling, concrete coring, engineering analysis, and/or consultation beyond the scope of work specified in this proposal will be charged as additional fees using the above rates.



INSURANCE

Earth Engineering inc. maintains the following insurance:

- Professional Liability (errors and omissions): one **million**.
- General Liability: **two million**.
- Workman's Compensation: **one million**.
- Commercial Auto Insurance: **one million**.
- Umbrella Insurance: **five million**

CLIENT RESPONSIBILITIES

Earth Engineering, Inc. requests that you provide the following information prior to the site visit and our site activities:

- Formal written authorization.
- Name and telephone number of a responsible client contact, if other than yourself.
- Any geotechnical, environmental, geologic, and hydrological report previously prepared for the study area, to which you have access, as well as information regarding any similar report currently being undertaken.
- Any restrictions or limitations to, or requirements for site access to be adhered to by Earth Engineering personnel.

Should you have any questions concerning this proposal or other services we may provide, please feel free to contact us at (713) 681-5311 or by e-mail at moes@eartheng.com. We will be pleased to discuss them with you.

Yours very truly,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

Moe A. Shihadeh, P.E., D.GE
Principal - Diplomate Geotechnical Engineering



EARTH ENGINEERING, INC. PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into on the 16th day of April 2018 by and between **RG Miller Engineers** (hereinafter referred to as "Client") and **Earth Engineering, Inc.** a Texas Corporation (hereinafter referred to as "EEI"), is as follows:

For mutual consideration stated herein, Client engages Earth Engineering, Inc. to perform professional services as presented in our proposal number [P-EE1815504-G](#). The general Conditions agreed to by the parties are as follows:

1. **PARTIES:** Earth Engineering, Inc. (hereinafter "CONSULTANT") refers to the company performing the scope of work described herein. "Client" refers to the person or business entity ordering the scope of work to be performed by CONSULTANT. If the Client is ordering work on behalf of another, Client represents and warrants the duly authorized agency from the party that will benefit from the work. Unless otherwise stated in writing, Client assumes sole responsibility for the sufficiency of the work ordered. Client shall communicate these General Conditions to any third party to whom Client transmits any part of CONSULTANT's work. CONSULTANT shall have no duty or obligation to any third party greater than that set forth in this Agreement.
2. **SCOPE OF WORK:** "Work" means the specific environmental, geotechnical, analytical, construction materials testing or another service to be performed by CONSULTANT as mentioned above including necessary field and laboratory testing as well as providing geotechnical recommendations in a report form. CONSULTANT will commence the services upon CLIENT's written notification to proceed.
3. **AMENDMENTS:** The client, without validating this Agreement, may request changes within the general scope of the services required by this Agreement by altering or adding to the Services to be performed, and any such changes in Services shall be performed subject to this agreement. Upon receiving client's request, CONSULTANT shall return to CLIENT a change proposal setting forth an adjustment to the Services and Project Cost estimated by CONSULTANT to represent the value of the requested changes. Following CLIENT's review of CONSULTANT's changes proposal, CLIENT shall execute a written change order or contract amendment directing CONSULTANT to perform the changes in services.
4. **TESTS AND INSPECTIONS:** Client shall ensure all tests and inspections of the site, all materials provided, and work performed by others are delivered in a timely manner in accordance with the plans, specifications, contract documents, and CONSULTANT's recommendations. No claims for loss, damage or injury shall be brought against CONSULTANT by Client or any third party unless all reviews, tests, and inspections have been so performed and unless CONSULTANT's recommendations have been followed. If CLIENT objects to all or any portion of any invoice, it shall notify CONSULTANT in writing of the same within fifteen (15) days from the date of actual receipt of the invoice and shall pay timely that portion of the invoice not in dispute.
5. **SCHEDULING OF WORK:** The services in the proposal will be accomplished in a timely, workmanlike and professional manner by CONSULTANT personnel or authorized subcontractors. If CONSULTANT is required to delay commencement of work or if, upon undertaking work, CONSULTANT is required to halt work due to changes in the scope of work, interruptions in other aspects of the Project, or other causes beyond the reasonable control of CONSULTANT, additional charges will be applicable and payable by the Client.
6. **ACCESS TO SITE:** Client will provide access to the site for CONSULTANT to perform the work. CONSULTANT shall take reasonable measures to minimize damage to the site and any improvements as the result of its work; however, CONSULTANT has not included in its fee the cost of restoration of damage, which may occur. CONSULTANT will restore the site to its former condition upon written request from Client that provides for payment to CONSULTANT for the cost thereof.
7. **DAMAGE TO EXISTING MAN-MADE OBJECTS:** Unless CONSULTANT assumes in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save CONSULTANT harmless from all claims, suits, losses, cost and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to CONSULTANT's performance of its work and arising from subsurface or latent conditions, or damage to subsurface or latent objects, structures, lines or conduits where the actual presence and location thereof was not revealed to CONSULTANT by Client.
8. **CONFIDENTIALITY:** During the Project, CONSULTANT and its employees may obtain, directly or indirectly, secret and confidential information considered proprietary by Client. CONSULTANT agrees, on behalf of itself and its employees, to maintain the confidentiality of all proprietary information unless directed by Client in writing to disclose the information to others.
9. **LIABILITY:** With respect to the services performed by CONSULTANT, its employees, agents, affiliates and subcontractors, damage, costs, expenses, or other liability, direct or indirect, shall be limited to \$31,940.00 or CONSULTANT'S FEE under paragraph 3, whichever is less. In no cases shall CONSULTANT be liable for punitive, special, incidental, exemplary or consequential damages.
10. **RESPONSIBILITY:** CONSULTANT's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. CONSULTANT will not be responsible for evaluating, reporting or affecting job conditions relative to the health, safety or welfare of any persons other than its own employees. CONSULTANT's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from the performance of its work in accordance with the contract documents.



CONSULTANT RESPONSIBILITIES

11. **SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of CONSULTANT's report. All archaeological samples will be returned to Client for permanent curation following submittal of CONSULTANT's final report.
12. **PAYMENT:** Client shall be invoiced once the report is completed. Client agrees to pay the invoice upon receipt. **Reports will be mailed once the payment is received.** Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within thirty (30) days at the rate of eighteen percent (18%) per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay CONSULTANT's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Remedies available to CONSULTANT for collection of amounts due, including mechanic's liens, shall not be limited by a contractual provision or other agreement that is not specifically made apart of this Agreement.
13. **TERMINATION:** This Agreement may be terminated by either party upon forty-eight (48) hours written notice. In the event of termination, CONSULTANT shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and or the completion of such services and records as are necessary to place CONSULTANT's files in order and/or to protect his professional reputation. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the control of CONSULTANT, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, environmental conditions, governmental action, third party action or action or omission by CLIENT, the Services shall be amended by CLIENT and CONSULTANT in accordance with paragraph 2 of this agreement.
14. **WARRANTY:** CONSULTANT's services will be performed, its finds obtained, and its reports prepared in accordance with the proposal, Client's acceptance thereof, this Agreement, and with generally accepted engineering principles and practices. In performing its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties, either express or implied. Should CONSULTANT, or any of its professional employees be found to have been negligent in the performance of professional services or to have breached the express warranty made herein, Client and all third parties claiming through Client agree that the maximum, aggregate liability of CONSULTANT and its professional employees shall be limited to the total amount of the fee paid to CONSULTANT for professional services with respect to the Project.
15. **ARBITRATION:** CONSULTANT shall not be bound by any contractual provision or other agreement requiring or providing for arbitration of disputes or controversies arising out of CONSULTANT's work, which is not specifically made a part of this Agreement.
16. **PRIORITY OF DOCUMENTS:** The terms of this Agreement shall control over any conflicting provisions within purchase orders, work orders, letters of intent, or other similar documents.
17. **APPLICABLE LAW:** This Agreement shall be governed by and construed according to the laws of the State of Texas. The venue for all claims asserted under this Agreement shall be Harris County, Texas.
18. **WAIVER OF SUBROGATION:** In the event, the client requests Waiver of Subrogation as part of the insurance coverage, an additional fee of \$200 will be invoiced to cover the additional insurance charges.
19. **COLLECTIONS/MECHANIC'S LIEN:** In the event that client fails to pay for the said report, an additional fee of \$200.00 will be assessed to invoice to cover the cost of collections and filing fees of mechanic's lien with the courts.

The parties hereto have accepted the terms and conditions stated herein and have caused this Agreement to be executed by their duly authorized representatives, as follows:

EARTH ENGINEERING, INC.

RG Miller Engineers

Moe A. Shihadeh

Signature

Signature

Moe A. Shihadeh, P.E., D.GE

Print Name

Print Name

Principal - Diplomate Geotechnical Engineering

Title

Title

16th April 2018

Date

Date



TEJAS SURVEYING, INC.

*Firm No. 10031300
1810 First Oaks St., Suite 220
Richmond, TX 77406-1666*

April 24, 2018

Mr. Patrick Ross, P.E.
R. G. Miller Engineers
16340 Park Ten Place, Suite 350
Houston, TX 77084

Dear Patrick;

We hereby propose to provide the following surveying services in connection with the design of Fort Bend County Mobility Project: Ransom Road Project No. 1-02, From: Indigo River Lane to SH 99, being approximately 2700 linear feet in the existing Ransom Road Right-of-Way and an additional 500 linear feet in the existing TxDOT Right-of-Way, as graphically shown in the attached 11 x 17 aerial exhibit, in accordance with the specifications set forth in the attached *Section 214 – Surveying Scope from Tejas Surveying*, for an amount not to exceed THIRTY THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$33,850.00).

The proposal is based on allowance of five parcels for Sec 214.16, which references parcel sketches and descriptions for corner clips, widening the existing right-of-way, or drainage easements to be acquired.

Please allow approximately 45 days for the preparation of the deliverable described in Section 214.12, once notice to proceed has been given.

Payment for services rendered shall due and payable monthly, based on percentage of completion as invoiced for services rendered, within 10 days of receipt of payment from Fort Bend County for same. Tejas Surveying, Inc shall receive copies of progress billing to Fort Bend County that includes surveying expenses when billed.

Respectfully submitted:

Accepted by CLIENT:

Randy S. McClendon, RPLS

By:
Title:
Dated: _____

Section 214 - Surveying Scope from Tejas Surveying

1. Establish inter-visible survey control at intervals not to exceed 1000 feet for the project, meeting TxDOT Level 4 criteria, with horizontal controls based on GPS observations and Vertical control based on digital leveling, tied to NAD 83 (2011), Epoch 2010.00 and NAVD 88.
2. Tie into other horizontal and vertical control reference markers identified by NGS, FEMA, TxDOT, FBGPTRA and COSL for comparison and datum conversions, if needed.
3. Identify property ownership along current right-of-way.
4. Locate sufficient monumentation to identify the limits and width of the current right-of-way.
5. Prepare a right-of-way sheet suitable for evaluation from engineer's schematic and typical sections as to any additional right-of-way needs, including but not limited to corner clips, turn lanes, embankments and open ditch drainage.
6. Locate all visible and apparent improvements within the existing right-of-way and a minimum of 20 feet beyond, wherever feasible, and extend a minimum of 100 feet at all intersecting streets. Include structures within 100 feet of the existing right-of-way.
7. Provide topographic sections at 100 foot intervals, plus grade breaks, for the existing right-of-way, extending a minimum of 20 feet beyond, wherever feasible, and extending a minimum of 100 feet at all intersecting streets, measured from the end of returns of the paving.
8. Provide a Utility One Call notification and locate all pin flags and markings established within 48 hours of the notification.
9. Provide elevations and measure downs on all accessible manholes, inlets, headwalls, drainage structures and culverts. No buried lines will be probed or excavated.
10. Locate and identify utility/pipeline conflicts with the proposed construction, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others.
11. Prepare a TIN with breaklines suitable for rendering representative one-foot contour lines.
12. Prepare deliverables compatible without modification in Microstation V8i and Geopak, including reference files for the right-of-way, baseline alignment and stations, 2d files, 3d files, underground utility lines, contour lines, and survey raw data points.
13. Tie soil boring locations and provide a spreadsheet of locations and elevations.
14. Provide a Survey Control Index Sheet and Horizontal and Vertical Control Sheet signed, sealed and dated by a Registered Public Land Surveyor for insertion into the plans.
15. Provide an ASCII file of the survey points, DGN and PDF files of the deliverables.
16. Upon authorization by the County, prepare a metes and bounds description and parcel sketch for any additional right-of-way required as an additional deliverable,

based on predetermined per parcel price. Provide deliverables in PDF and in DOC format for descriptions, DGN format for the parcel sketches.

17. Upon authorization by the County, update right-of-way sheet to reflect right-of-way parcels to be acquired, with parcels labeled and shaded, reflecting station and offsets to the proposed right-of-way from the project alignment.
18. Upon authorization by the County, stake the proposed right-of-way at 500 foot stations on both sides, and all angle points, points of curvature, and point of tangency.

EXHIBIT C
WORK SCHEDULE

2017 Fort Bend County Mobility Bond Program

Project: 17102 - Ransom Road

