

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 Edminster Hinshaw Russ & Associates, Inc. dba EHRA Engineering, (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 construction of a concrete boulevard between FM 1463 and IH 10, including a new bridge and channel improvements for the Cane Island Parkway Project, Number 17308, 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, design phase – basic engineering services, geotechnical, and surveying services for the project as described Contractor's proposal 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 eleven thousand eight hundred ninety-eight dollars and no/100 (\$411,898.00) 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 eleven thousand eight hundred ninety-eight dollars and no/100 (\$411,898.00) 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 eleven thousand eight hundred ninety-eight dollars and no/100 (\$411,898.00).

### **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 AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE ACT, INTENTIONAL TORT, 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:	Edminster Hinshaw Russ & Associates, Inc. dba EHRA Engineering Attn: Jim Russ, President 10555 Westoffice Drive Houston, Texas 77042

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 shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**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

EDMINISTER HINSHAW RUSS & ASSOCIATES, INC  
DBA EHRA ENGINEERING

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

  
\_\_\_\_\_  
A. Hasan Syed, Senior Vice President

\_\_\_\_\_  
Date

5/10/2018  
\_\_\_\_\_  
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

## SCOPE OF SERVICES

Consultant will provide engineering services as follows:

### TASK 1: PRE DESIGN PHASE

1. Design and develop Engineering concept plans necessary for the South Cane Island Parkway, Phase II. The new roadway design will be for two lane east half boulevard, conventional drainage, east side bridge approximately 600-ft long bridge over Willow Fork of Buffalo Bayou, and MSE retaining walls. No intersection improvements are anticipated at FM 1463.

Pre Design includes:

1. Tie-in of Cane Island Parkway with Phase I improvements at FM 1463; Tie-in with the TxDOT ramp on the north end; and modifications to the signage at north end of the project.
2. TxDOT review of concept plans.
3. Coordination with utilities and pipeline companies will be provided by Fort Bend County General Engineering Consultant (GEC).
4. Provisions for Pipeline maintenance access will be provided by GEC.
5. Verification of Topography features.
6. Proposed roadway, retaining wall, and bridge layout.
7. Sight Triangle exhibits.
8. Proposed roadway and bridge typical sections for east side bridge.
9. Coordination with geotechnical consultant.
10. Cost estimates

### TASK 2: DESIGN PHASE - BASIC ENGINEERING SERVICES

#### 1. Roadway Design

Engineer will provide design services to construct the South Cane Island Parkway-Phase II from FM 1463 to south of I-10.

The roadway will be constructed as two (2) lanes one-half major thoroughfare section which provides a 25-foot concrete pavement roadway with a conventional drainage located within the proposed right-of-way.

The roadway plans will be designed to Harris County design standards and specifications in Fort Bend County Right-Of-Way, where applicable.

Water and Sanitary utility improvements are not part of this scope.

The plan view shall contain the following design elements:

1. Calculated roadway center lines for new east side two lanes.
2. Pavement edges for all improvements (main lanes, cross street and private driveways.)



3. Lane and pavement width dimensions.
4. Signing and pavement markings
5. Proposed structure locations, lengths, and widths.
6. Proposed MSE wall layout.
7. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes shall also be shown.
8. Traffic Control Plans and Construction Sequencing plans.
9. Control of access line, ROW lines, and easements.
10. Begin / End super elevation transitions and cross slope changes.
11. Limits of riprap, block sod, and permanent seeding.
12. Identification of existing utilities and structures.
13. Benchmark information.
14. Radii call outs, curb locations, CTB, guard fence and crash safety items.

The profile view shall contain the following design elements:

1. Calculated profile grade for proposed two new west side two lanes. Water surface elevations at major stream crossings for 10-, 25-, 50-, and 100- year storms.
2. Calculated vertical clearances at bridge crossing.
3. The location of intersection and main lanes (shall include cross sections of any proposed or existing roadway, structure, MSE Walls, or utility crossing).

2. Structural Design (East side bridge)

The improvements anticipate one east side bridge over the Willow Fork Bayou. Bridge typical section will include 6-ft sidewalk on east side of the bridge. The bridge will meet typical TxDOT standard for girder type pre-stressed concrete bridge supported on standard abutments and Interior bents. The foundations will be concrete drilled shafts unless otherwise recommended by the geotechnical engineer. The bridge will be designed per TxDOT Bridge Design Guidelines and TxDOT Standard Specifications. Design loading will be per AASHTO LRFD Design Specifications, current edition.

Additional, the ENGINEER shall perform the following tasks:

1. Perform calculations for design of bridge abutments
2. Perform calculations for bridge slab design

3. Perform calculations to determine elevations of bridge substructure and super structure elements
4. Perform calculations for bridge beam design.
5. Prepare necessary foundation details and plan sheets
6. Prepare plan sheets for abutment design
7. Prepare plan sheets for additional abutment interior bent detail
8. Prepare framing plan and slab plan sheets
9. Prepare Typical Sections
10. Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
11. Design Beams and prepare beam design tables.
12. Prepare Bridge Summary Sheet.
13. Prepare Foundation details.

3. MSE Retaining Walls

The retaining wall layout plans are necessary to retain embankment fill within the acquired R.O.W. and will include:

1. Layout Plan

1. Designation of reference line
2. Beginning and ending retaining wall stations
3. Offset from reference line
4. Horizontal curve data
5. Total length of wall
6. Indicate face of wall
7. All wall dimensions and alignment relations (alignment data as necessary)
8. Soil core hole locations
9. Inlet locations.

2. Elevation

1. Top of wall/coping elevations every 25 feet.



2. Existing and finished ground line elevations
  3. Limits of measurement for payment
  4. Type, limits, of guard rail and/or coping (as applicable).
  5. Underdrain placement and outfalls
3. Foundation Studies: The Geotechnical Consultant will perform the external stability analysis for retaining walls. The Engineer will evaluate the adequacy of the retaining wall footings based on geotechnical recommendations.
  4. Design Details
    1. Structural wall type, details and anchorage details of railing and coping.
    2. Drainage requirements – troughs, inlets, drain pipes/junction boxes.

4. Drainage

Drainage analysis has been completed during the design of South Cane Island Parkway - Phase I (West-half of Boulevard). Any additional drainage analysis will require a contract amendment.

5. Traffic Signals

1. EHRA plans to tie Cane Island Parkway east side into the existing west side prior to the Cane Island Parkway/FM 1463 signal; Therefore, we do not anticipate any traffic signal modifications. Any additional services require additional fee and prior authorization from Fort Bend County.

**TASK 3: ADDITIONAL SERVICES**

Geotechnical Services are included in contract and performed by sub-consultant.

**TASK 4: OTHER SERVICES**

Survey Services

EHRA, Inc. has provided professional surveying services to perform calculations of the final approved alignment for the route and prepare documents for the acquisition of land for the road. All work will be performed under the supervision of a Registered Professional Land Surveyor licensed to practice in the State of Texas. EHRA will perform the following general scope of services:

1. Verify/Update Topographic Features
2. Soil Borings staking
3. Survey Control Map

4. Pre-Construction Control Verification/Reset and rerun control

Storm Water Pollution Prevention Plan

Engineer will prepare a Storm Water Pollution Prevention Plan for the Subject Property to satisfy Texas Commission on Environmental Quality and Fort Bend County.

**PROJECT SCHEDULE**

Please see attached Project Schedule.

**HOURLY RATE SCHEDULE**

Please see attached Hourly Rate and Reimbursement Schedule.

**FEE SCHEDULE SUMMARY**

Please see attached Fee Schedule Summary.

**PERSONNEL**

Mr. Sivaji Senapathi, P.E., will be the Project Manager for this project. He will serve as the primary point of contact after authorization of the agreement.

**CONSULTANT PAYMENT – FIXED FEE**

Compensation for the Basic Services for this project shall be on a fixed fee basis including sub-consultants costs.

All payment for services will be paid monthly based on the percentage of completion of each task.

Payment to the Consultant for services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Consultant. Typically, billings must be submitted within thirty (30) days after the completion of services for the current billing. The final billing must be received within sixty (60) days of the completion of services. Refer to specific contract terms for payment will be contained in the Professional Services Agreement.

**A. GENERAL RESPONSIBILITIES**

1. Utility coordination for this project will be done by SPI. The Consultant must incorporate both private and public utility information into the proposed design plans.
2. Documents prepared by the Consultant, including drawings, estimates, specifications, field notes, investigation studies, etc., are the property of Fort Bend County.
3. All plan sheets shall be developed using computer-aided drafting technology using Microstation V8i.
4. The final construction documents will be prepared as one complete bid document.



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#### **FBCED RESPONSIBILITIES**

##### **A. COUNTY REVIEW**

FBCED will review and comment on the preliminary plan(s) (Roll Plot), (70%) plans, and the Final (100%) plan submittals. FBCED may also receive comments from TxDOT when applicable.

##### **B. INFORMATION SERVICES TO BE PROVIDED BY FBCED**

1. Appropriate traffic and safety notes.
2. Available plans and/or layout drawings for each location.
3. Assistance to obtain access to private property needed for design.

##### **C. REFERENCE DOCUMENTS AND STANDARDS TO BE USED**

1. *National Manual of Uniform Traffic Control Devices.*
2. *Texas Manual of Uniform Traffic Control Devices.*
3. Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Street and Bridges".
4. Fort Bend County design guidelines.

##### **D. PROJECT COORDINATION**

Coordinate design service with FBCED and FBCR&B overhead and/or underground utility/telephone companies.

**END OF DOCUMENT**



**ATTACHMENT B**  
**COMPENSATION FOR SCOPE OF SERVICES**  
**CANE ISLAND PARKWAY FROM FM 1463 INTERSECTION TO TxDOT TIE-IN AT NORTH END**

**FEE SCHEDULE SUMMARY**

**DESIGN SERVICES**

Project Limits: NORTH OF FM 1463 INTERSECTION TO TxDOT TIE-IN AT NORTH END (EAST HALF OF BOULEVARD)

WORK TASK	DESCRIPTION	ORIGINAL SCOPE
<b>30% PLANS</b>		
1	PRE DESIGN PHASE	\$ 33,410
<b>70% AND FINAL PLANS</b>		
2	FINAL ROADWAY PLANS	\$ 77,240
3	BRIDGE DESIGN	\$ 128,990
4	MSE WALL DESIGN	\$ 28,170
5	QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	\$ 4,540
6	CONSTRUCTION COST ESTIMATE	\$ 1,760
7	PREPARATION AND SUBMITTAL OF PS&E FOR APPROVAL	\$ 4,540
8	PROJECT MANAGEMENT AND SECTION LEAD MANAGEMENT TASKS	\$ 19,370
9	TRAFFIC CONTROL PLAN	\$ 21,470
10	SIGNAGE STRIPING	\$ 9,140
11	STORM WATER POLLUTION PREVENTION PLAN	\$ 6,440
12	GEOTECHNICAL ENGINEERING SERVICES	\$ 27,400
13	SURVEY	\$ 17,370
14	DIRECT EXPENSES	\$ 1,458
<b>BID &amp; CONSTRUCTION PHASE</b>		
15	BID & CONSTRUCTION PHASE SERVICES (HOURLY)	\$ 30,600
<b>BASIC SERVICES TOTAL</b>		<b>\$ 411,898</b>



**ATTACHMENT B**  
**COMPENSATION FOR SCOPE OF SERVICES**  
**CANE ISLAND PARKWAY FROM FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END**

**DESIGN SERVICES**

Project Limits: NORTH OF FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END (EAST HALF OF BOULEVARD)

TASK DESCRIPTION	NUMBER OF SHEETS	DEPARTMENT	SR. PROJ.	MANAGER	ENGINEER	PROJECT	SR. DESIGN	CAD TECH.	DESIGN	CLERICAL	TOTAL LABOR HRS & COSTS
HOURLY RATE INCLUDING MULTIPLIER (3)			\$195.00	\$195.00	\$140.00	\$125.00	\$120.00		\$105.00	\$90.00	
<b>30% PLANS</b>											
<b>PRE DESIGN PHASE</b>											
<b>ROADWAY</b>											
PRELIMINARY HORIZONTAL ALIGNMENT DETERMINATION	1				12				12		32
ROLLPLOT INCLUDING APPROX. MSE WALL LIMITS	12			4	20		38				60
SIGHT TRIANGLE EXHIBITS					16		8				24
PRELIMINARY LAYOUT FOR NORTH END TIE-IN WITH TXDOT (FOR TXDOT APP	1	2		8	8				8		26
COST ESTIMATES				4	8						12
<b>STRUCTURES</b>											
PRELIMINARY BRIDGE LAYOUTS	3			12		24			38		98
SHEETS & HOURS SUBTOTAL		2	38		64	24	68		56	0	250
SUBTOTAL LABOR COSTS		\$390.00	\$7,020.00	\$9,960.00	\$3,960.00	\$8,160.00	\$5,880.00		\$0.00		\$33,410.00
<b>70% AND FINAL PLANS</b>											
<b>FINAL ROADWAY PLANS</b>											
COVER SHEET	1				1				4		5
INDEX SHEET	2					4			20		24
GENERAL NOTES SHEET	4			2	2		4				8
PROJECT LAYOUT SHEET	3			4		8			12		32
PROPOSED TYPICAL SECTIONS	5			20	30		30		40		120
INTERSECTION LAYOUT AT KINGSLAND BLVD.	1	2		4	16		18				40
HORIZONTAL AND VERTICAL ALIGNMENTS DATA SHEETS	2	4		4	12		16				36
PLAN AND PROFILE SHEETS	20	6	30		60		60		20		176
MAINTENANCE ACCESS FOR PIPELINE AND OTHER UTILITIES	1				4				4		8
STORM WATER COLLECTION - CONVENTIONAL DRAINAGE PLANS	4	2	4		10		6		10		32
DRIVEWAY/MEDIAN CROSSING TIE-INS AND DETAILS	2		4		16		12				32
EARTHWORK CROSS SECTIONS	10		2		40						42
STANDARD DRAWINGS (MISCELLANEOUS)	34				8		8		8		24
SHEETS & HOURS SUBTOTAL	89	14	74	125	88	162	18,440.00		\$12,390.00	\$0.00	\$79
SUBTOTAL LABOR COSTS		\$2,730.00	\$14,430.00	\$17,500.00	\$10,750.00	\$18,440.00	\$12,390.00		\$0.00		\$77,340.00



**ATTACHMENT B**  
**COMPENSATION FOR SCOPE OF SERVICES**  
**CANE ISLAND PARKWAY FROM FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END**

**DESIGN SERVICES**

Project Limits: NORTH OF FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END (EAST HALF OF BOULEVARD)

TASK DESCRIPTION	NUMBER OF SHEETS	DEPARTMENT	SR. PROJ.	MANAGER	ENGINEER	PROJECT	SR.DESIGN	DESIGN	CLERICAL	TOTAL LABOR HRS & COSTS
HOURLY RATE INCLUDING MULTIPLIER (3)			\$195.00	\$195.00	\$140.00	\$125.00	\$120.00	\$105.00	\$80.00	
<b>BRIDGE DESIGN</b>										
GENERAL NOTES AND SPECIFICATIONS	4	2	8	12			8			30
BRIDGE LAYOUTS (H: 1"=20' and V:1"=20'; 11"x17" SHEETS)	2	2	12	24			12	24		74
BRIDGE TYPICAL SECTION	1		8	12			8			28
SUMMARY OF BRIDGE QUANTITIES/BRG SEAT ELEVATIONS	1	1	6	12			4	12		35
FOUNDATION LAYOUTS	2	1	8	18			12	18		53
FOUNDATION DETAILS (SINGLE SHAFT FOUNDATION)	1		4	6			8			18
ABUTMENT PLAN AND ELEVATIONS	2	2	20	24			12	40		98
ABUTMENT DETAILS	1		6	12			10	32		60
INTERIOR BENT DETAILS	6	2	12	32			20	80		146
FRAMING PLAN	1		12	24			16	36		88
BEAM REPORTS AND BENT REPORTS	1		8	24			8	24		62
SLAB PLAN REINFORCING	3		12	24			18	40		92
SLAB SECTION	1		8	24			12	40		84
MISCELLANEOUS DETAILS	1		6	8			16			30
BEAM DESIGN AND DATA TABLES	2	2	8	24			12			46
SELECT BRIDGE STANDARD DRAWINGS	18		4	8			4	16		32
SHEETS & HOURS SUBTOTAL	47	12	142	286	0	0	176	360	0	976
SUBTOTAL LABOR COSTS		\$2,340.00	\$27,690.00	\$40,040.00	\$0.00	\$0.00	\$21,120.00	\$37,800.00	\$0.00	\$128,990.00
<b>MSE WALL DESIGN</b>										
RETAINING WALL GEOMETRY DATA	4		8	16			24	12		60
MSE WALL DESIGN AND LAYOUT	4		18	28			40	24		110
MSE WALL DETAILS	2		8	16				16		40
SHEETS & HOURS SUBTOTAL	6	0	34	60	0	0	64	52	0	210
SUBTOTAL LABOR COSTS		\$0.00	\$6,630.00	\$8,400.00	\$0.00	\$0.00	\$7,680.00	\$5,460.00	\$0.00	\$28,170.00
<b>QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES</b>										
QUANTITY TAKE-OFFS AT 30% MILESTONE	0									0
QUANTITY SUMMARY SHEETS AT 30% MILESTONE	0									0
QUANTITY TAKE-OFFS AT 70% MILESTONE	0		2	10			4			16
QUANTITY SUMMARY SHEETS AT 70% MILESTONE	0									0
QUANTITY TAKE-OFFS AT FINAL MILESTONE	0		2	10			4			16



ATTACHMENT B  
COMPENSATION FOR SCOPE OF SERVICES  
CANE ISLAND PARKWAY FROM FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END

DESIGN SERVICES

Project Limits: NORTH OF FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END (EAST HALF OF BOULEVARD)

TASK DESCRIPTION	NUMBER OF SHEETS	DEPARTMENT MANAGER	SR. PROJ. MANAGER	ENGINEER	PROJECT ENGINEER	SR.DESIGN CAD TECH.	DESIGN CAD TECH.	CLERICAL	TOTAL LABOR HRS & COSTS
HOURLY RATE INCLUDING MULTIPLIER (3)	0	\$195.00	\$195.00	\$140.00	\$125.00	\$120.00	\$105.00	\$80.00	
QUANTITY SUMMARY SHEETS AT FINAL MILESTONE	0	0	4	20	0	8	0	0	0
SHEETS & HOURS SUBTOTAL	0	\$0.00	\$780.00	\$2,800.00	\$0.00	\$960.00	\$0.00	\$0.00	\$4,540.00
SUBTOTAL LABOR COSTS									
CONSTRUCTION COST ESTIMATE									
PROBABLE CONSTRUCTION COST ESTIMATES AT 30% MILESTONE	0								0
PROBABLE CONSTRUCTION COST ESTIMATES AT 70% MILESTONE	0			4				4	8
PROBABLE CONSTRUCTION COST ESTIMATES AT FINAL MILESTONE	0			4				4	8
SHEETS & HOURS SUBTOTAL	0	0	0	8	0	0	0	8	16
SUBTOTAL LABOR COSTS		\$0.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$840.00	\$1,760.00
PREPARATION AND SUBMITTAL OF PS&E FOR APPROVAL									
COMPILING AT 30% MILESTONE	0								0
PAPER AND ELECTRONIC SUBMITTAL AT PER MILESTONE	0								0
COMPILING AT 70% MILESTONE	0		1	2		2		4	9
PAPER AND ELECTRONIC SUBMITTAL AT 70% MILESTONE	0		1	4		4		4	9
COMPILING AT FINAL MILESTONE	0		1	2		2		4	9
ELECTRONIC SUBMITTAL AT FINAL MILESTONE	0		1	4		4		8	9
SHEETS & HOURS SUBTOTAL	0	0	4	12	0	12	0	8	36
SUBTOTAL LABOR COSTS		\$0.00	\$780.00	\$1,680.00	\$0.00	\$1,440.00	\$0.00	\$640.00	\$4,540.00
BID & CONSTRUCTION PHASE SERVICES (HOURLY)									
REVIEW OF RFIs, SHOP DRAWINGS AND FORMING DETAILS: ETC...	0	20	60		120				200
SHEETS & HOURS SUBTOTAL	0	20	60		120				0
SUBTOTAL LABOR COSTS		\$3,900.00	\$11,700.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$30,600.00
PROJECT MANAGEMENT AND SECTION/LEAD MANAGEMENT TASKS									
MONTHLY INVOICES & PROGRESS REPORTS	0	10	16					0	26
PROGRESS REVIEW MEETINGS WITH FBC STAFF	0	10	16					12	26
COORDINATION WITH SUBS	0	0	16						0
MEETINGS WITH PROPERTY OWNERS (QUESTIONS, ISSUES, EXHIBITS)	0	0	0						0
PROJECT FILE ADMINISTRATION	0		10					40	50
SHEETS & HOURS SUBTOTAL	0	20	58	0	0	0	0	52	130
SUBTOTAL LABOR COSTS		\$3,900.00	\$11,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,160.00	\$19,370.00
TRAFFIC CONTROL PLAN									
REQUIRED ADDITIONAL SERVICES									



ATTACHMENT B  
COMPENSATION FOR SCOPE OF SERVICES  
CANE ISLAND PARKWAY FROM FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END

DESIGN SERVICES

Project Limits: NORTH OF FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END (EAST HALF OF BOULEVARD)

TASK DESCRIPTION	NUMBER OF SHEETS	DEPARTMENT	SR. PROJ. MANAGER	SR. PROJ. ENGINEER	PROJECT ENGINEER	SR. DESIGN CAD TECH.	DESIGN CAD TECH.	CLERICAL	TOTAL LABOR HRS & COSTS
HOURLY RATE INCLUDING MULTIPLIER (3)									
TRAFFIC CONTROL PLANS	0	\$195.00 8	\$195.00 18	\$140.00 30	\$125.00 40	\$120.00 60	\$105.00	\$80.00	156
SHEETS & HOURS SUBTOTAL	0	8	18	30	40	60	0	0	156
SUBTOTAL LABOR COSTS		\$1,560.00	\$3,510.00	\$4,200.00	\$5,000.00	\$7,200.00	\$0.00	\$0.00	\$21,470.00
SIGNAGE STRIPING									
SIGNAGE STRIPING			8	28		20	12		68
SHEETS & HOURS SUBTOTAL									0
SUBTOTAL LABOR COSTS	0	0	8	28	0	20	12	0	68
STORM WATER POLLUTION PREVENTION PLAN		\$0.00	\$1,560.00	\$3,920.00	\$0.00	\$2,400.00	\$1,260.00	\$0.00	\$8,140.00
SWPPP PLAN SHEETS	8			16			40		56
SHEETS & HOURS SUBTOTAL	8	0	0	16	0	0	40	0	56
SUBTOTAL LABOR COSTS		\$0.00	\$0.00	\$2,240.00	\$0.00	\$0.00	\$4,200.00	\$0.00	\$6,440.00
GEOTECHNICAL ENGINEERING SERVICES									0
GEOTECHNICAL ENGINEERING SERVICES									
SHEETS & HOURS SUBTOTAL	0	0	0	0	0	0	0	0	0
SUBTOTAL LABOR COSTS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



**DESIGN SERVICES**  
Project Limits: NORTH OF FM 1483 INTERSECTION TO TxDOT TIE-IN AT NORTH END (EAST HALF OF BOULEVARD)

**#FREE!**



ATTACHMENT B  
COMPENSATION FOR SCOPE OF SERVICES  
CANE ISLAND PARKWAY FROM FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END

DESIGN SERVICES  
Project Limits: NORTH OF FM 1463 INTERSECTION TO TXDOT TIE-IN AT NORTH END (EAST HALF OF BOULEVARD)

DESCRIPTION	QUANTITY	RATE	UNIT	TOTAL COST
<b>DIRECT EXPENSES</b>				
MILEAGE	1500	\$0.55	Miles	\$817.50
COPIES (LETTER)	0	\$0.20	Each	\$0.00
COPIES (11" by 17")	800	\$0.40	Each	\$240.00
MYLAR PLOT (22" by 34")	0	\$6.40	Each	\$0.00
DELIVERY/PICKUP CHARGES	10	\$40.00	Each	\$400.00
ABSTRACTING		\$1,000.00	Each	\$0.00
<b>SUBTOTAL DIRECT EXPENSES</b>				<b>\$1,457.50</b>