STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR EMERGENCY WATERSHED PROTECTION PROGRAM FOR OYSTER CREEK (PHASE I) PROJECT NUMBER 2017 48157 FBDD-005 RFQ 19-076

THIS AGREEMENT is made and entered into by and between Fort Bend County Drainage District, (hereinafter "District"), a body corporate and politic under the laws of the State of Texas, and M&E Consultants, LLC, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, District desires that Consultant prepare plans and provide construction management of the Emergency Watershed Protection Program for Oyster Creek, Phase I in Fort Bend County, Texas, pursuant to RFQ 19-076, (hereinafter "Services"); and

WHEREAS, District has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant 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

Consultant shall render Services to District as defined in relevant portions of Consultant's response to RFQ 19-076 and Price Proposal for Engineering Services attached hereto as Exhibit A and incorporated herein.

Section 2. Personnel

2.1 Consultant 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 Consultant shall furnish and maintain, at its own

expense, adequate and sufficient personnel, in the opinion of District, to perform the Scope of Services when and as required and without delays.

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

Section 3. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Proposal described in Exhibit A is an amount of five hundred eighty-four thousand two hundred eighteen dollars and 84/100 ($584,218.84). In no case shall the amount paid by District under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 All performance of the Scope of Services by Consultant 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 District.

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

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of five hundred eighty-four thousand two hundred eighteen dollars and 84/100 ($584,218.84), specifically allocated to fully discharge any and all liabilities District may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that District may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed five hundred eighty-four thousand two hundred eighteen dollars and 84/100 ($584,218.84).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from District and end no later thirty-five (35) weeks thereafter. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the District.

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 – District may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

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

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

7.2.1.2 If Consultant 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 District's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from District specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant 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 District in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, District shall compensate Consultant 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

District. Consultant's final invoice for said services will be presented to and paid by District in the same manner set forth in Section 3 above.

7.4 If District 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 Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of District 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. Consultant shall promptly furnish all such data and material to District on request. If the District modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

Section 9. Inspection of Books and Records

Consultant will permit District, or any duly authorized agent of District, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. District'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, Consultant shall furnish District 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 District. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by District. Consultant 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. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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

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

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

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

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

10.2 District 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 Consultant shall contain a waiver of subrogation in favor of District and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant 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

11.1 CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF DISTRICT'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

11.2 Consultant shall timely report all such matters to District and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide District with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of District required by Consultant in the defense of each matter.

11.3 Consultant's duty to defend indemnify and hold District harmless shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by District in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Consultant, Consultant shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter.

11.5 Consultant's indemnification shall cover, and Consultant agrees to indemnify District, in the event District is found to have been negligent for having selected District to perform the work described in this request.

11.6 The provision by Consultant of insurance shall limit the liability of Consultant to District.

11.7 Consultant shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify District and to hold it harmless from all claims for bodily injury and property damage that may arise from said Consultant's operations. Such provisions shall be in form satisfactory to District.

11.8 Loss Deduction Clause - District shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Consultant and/or trade contractor providing such insurance.

Section 12. Confidential and Proprietary Information

12.1 Consultant 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 District. Any and all information of any form obtained by Consultant or its employees or agents from District in the performance of this Agreement shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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 District hereunder, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise District immediately in the event Consultant 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 Consultant will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Consultant against any such person. Consultant agrees that, except as directed by District, Consultant 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 District's request, Consultant will promptly turn over to District all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

12.3 Consultant 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 District that is inadequately compensable in damages. Accordingly, District 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. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of District and are reasonable in scope and content.

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

12.5 Consultant expressly acknowledges that District 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, District 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 District 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

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

13.2 Consultant 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 District and shall not be entitled to any of the privileges or benefits of District 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:

District:	Fort Bend Drainage District Attn: Chief Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Consultant:	M&E Consultants, LLC Post Office Box 9 Heidenheimer, Texas 76533

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

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

Section 16. Standard of Care

Consultant represents to District that Consultant 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, Consultant 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 District's sovereign immunity.

Section 19. Successors and Assigns

District and Consultant 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 District. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of District, 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 exhibit, 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, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Consultant 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, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant 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.

Section 26. Federal Funding Requirements

26.1 Contract work hours and safety standards: Consultant shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

26.1.1 Consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

26.1.2 Such records maintained under this paragraph shall be made available by the Consultant for inspection, copying, or transcription by authorized representatives of the DHS and the Department of Labor, and the Consultant will permit such representatives to interview employees during working hours on the job. The Consultant shall require the inclusion of the language of this clause within subcontracts of all tiers.

26.2 Clean Air Act and Federal Water Pollution Control Act:

26.2.1 Clean Air Act: The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

26.2.2 Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

26.3 Energy Policy and Conservation Act: Consultant agrees to comply with Energy Policy and Conservation Act (42 U.S.C. § 6201).

26.4 Debarment and Suspension:

26.4.1 The Consultant certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

26.4.2 This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to DHS and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

26.4.3 Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26.5 Byrd Anti-Lobbying Amendment: Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

26.6 Political Activities: Consultants are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political

activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

26.7 Procurement of Recovered Materials: Consultant must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

26.8 Access to Records:

26.8.1 The Consultant agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

26.8.2 The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

26.8.3 The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

26.9 DHS Seal, Logo, and Flags: The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

26.10 Compliance with Federal Law, Regulations, and Executive Orders: The Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

26.11 No Obligation by Federal Government: The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the contract.

26.12 Program Fraud and False or Fraudulent Statements or Related Acts: The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.

26.13 Civil Rights and Non-Discrimination: During the performance of this Agreement, Consultant agrees as follows:

26.13.1 Nondiscrimination on the Basis of Race, Color, and National Origin: Consultant will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA's implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department's implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

26.13.2 Nondiscrimination on the Basis of Sex: Consultant will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA's implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and the Department's implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

26.13.3 Nondiscrimination on the Basis of Disability: Consultant will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Consultants must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

26.13.4 Nondiscrimination on the Basis of Handicap: Consultant will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

26.13.5 Nondiscrimination on the Basis of Age: Consultant will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45

C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

26.13.6 Nondiscrimination on the Basis of Limited English Proficiency:

26.13.6.1 Consultant will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

26.13.6.2 Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Consultant shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Consultant shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

26.14 Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms: Consultant will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by:

26.14.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

26.14.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

26.14.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

26.14.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

26.14.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

26.14.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 26.14.1 through 26.14.5.

26.15 Environmental and Historic Preservation Protections: Consultant shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act

of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544); Clean Water Act, other laws, and various executive orders.

26.16 Disaster Reservists: Consultant may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

26.17 False Statements Act: Consultant agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

26.18 Fraud Waste and Abuse: Consultant understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Consultant, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

26.19 Prompt Payment: The Consultant is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from County. In addition, the Consultant is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

26.20 Retention of Records: The Consultant agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Consultant must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the

performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

26.21 Work week – Construction Schedule:

26.21.1 Unless furnished prior to contract award, the Consultant shall, prior to commencement of work, submit to the County authorized representative designated to serve as Contracting Officer ("Contracting Officer") for approval: (1) a construction schedule showing the order in which he/she proposes to carry on the work indicating the periods during which he/she will perform work on each item listed in the bid schedule; and (2) the hours and days in which he/she proposes to carry on the work.

26.21.2 If, in the opinion of the Contracting Officer, the Consultant falls behind the approved construction schedule, the Consultant shall take such steps as may be necessary to improve his/her process and the Contracting Officer may require him/her to either increase the number of shifts, days or hours of work, or the amount of construction plant, or all of them, and to submit for approval such revised construction schedule as may be deemed necessary to show the manner in which the agreed rate of progress will be regained, all without additional cost to the Contracting Local Organization. If the Consultant fails to submit a revised construction schedule within the time specified by the Contracting Officer, the Contracting Officer may withhold approval of progress payments and/or take such other actions as provided in this contract until such time as the Consultant submits the required construction schedule.

26.21.3 Failure of the Consultant to comply with the requirements of the Contracting Officer under this article shall be grounds for determination by the Contracting Officer that the Consultant is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Contracting Officer may terminate the Consultant's right to proceed with the work, or any separable part thereof, in accordance with the General Conditions.

26.21.4 The maximum workweek that will be approved is:

- Monday through Saturday, 10 hours per day
- Work is permitted during "daylight" hours only

26.21.5 All work under this contract except minor items of work of an emergency, protective, or maintenance nature will be suspended for the periods listed below. These days are included in the original contract performance time:

May 27, 2019

July 4, 2019

September 2, 2019

November 28-29, 2019

26.22 Weather:

26.22.1 The Contracting Officer may order suspension of the work in whole or in part, commencing with the day after receipt of the Notice to Proceed by the Consultant, due to weather or the effects of weather at the site, for such time as he/she considers it unfavorable for satisfactory prosecution of the work.

26.22.2 When the Contracting Officer orders suspension under (a) of this article, the contract completion date shall be extended a full calendar day for each calendar day during suspension of the work if:

26.22.2.1 All work is suspended except minor items as may be designated in this contract (work of an emergency, protective or maintenance nature may be performed at any time); and

26.22.2.2 The hours lost in any one workday of the authorized workweek through suspension equal one-half or more of the hours of an authorized workday.

26.22.3 If the Contracting Officer orders suspension of work as provided in (b) of this article and the hours lost in the workday immediately preceding a non-workday equal one-half or more of the hours in an authorized workday, the contract completion date shall be extended a full calendar day for each non-workday during suspension of the work.

26.22.4 When the Contracting Officer orders any suspension of the work under this article, the Consultant shall not be entitled to any cost or damages resulting from such suspension.

26.22.5 When the contract completion date is extended under this article, the contract shall be modified in writing accordingly.

26.23 Quantity variations:

26.23.1 Where the quantity of work shown for an item in the bid schedule, including any modification thereof, is estimated, no adjustment of the contract price nor of the performance time shall be made for overruns or underruns which are within 25 percent of the estimated quantity of any such item.

26.23.2 For overruns of more than 25 percent, the Contracting Officer shall re-estimate the quantity for the item, establish an equitable contract price for the overrun of more than 25 percent, adjust contract performance time equitably, and modify the contract in writing accordingly; this article to thereafter be applicable to the total re-estimated item quantity.

26.23.3 For underruns of more than 25 percent, the Contracting Officer shall determine the quantity for the item, establish an equitable contract price

therefor, adjust contract performance time equitably, and modify the contract in writing accordingly.

26.24 Protection of existing vegetation, structures, equipment, utilities, and improvements:

26.24.1 The Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Consultant shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Consultant shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

26.24.2 The Consultant shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Consultant. The Consultant shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Consultant fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Consultant.

26.25 Preconstruction conference: If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

26.26 Accident prevention and safety:

26.26.1 The Consultant shall provide and maintain work environments and procedures which will:

26.26.1.1 Safeguard the public and Contracting Local Organization personnel, property, materials, supplies, and equipment exposed to Consultant operations and activities;

26.26.1.2 Avoid interruptions of Contracting Local Organization operations and delays in project completion dates; and

26.26.1.3 Control costs in the performance of this contract.

26.26.2 Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Contracting Local Organization personnel, the Contracting Officer shall notify the Consultant orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Consultant or the Consultant's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Consultant shall immediately take corrective action. If the Consultant fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Consultant shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this article.

26.26.3 The Consultant shall insert this article, including this paragraph (26.26.3), with appropriate changes in the designation of the parties, in subcontracts.

26.26.4 Before commencing the work, the Consultant shall—

26.26.4.1 Submit a written proposed plan for implementing this article. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

26.26.4.2 Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

26.26.5 In the event there is a conflict between the requirements contained in the specifications, Consultant's safety program, and U.S. Department of Labor construction safety and health standards, the more stringent requirement will prevail.

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 Drainage District	M&E Consultants, LLC
	Thomas P. Beach
KP George, County Judge	Authorized Agent – Signature
	Thomas P. Beach
Date	Authorized Agent – Printed Name
ATTEST:	Partner, Construction Eng.
	Title
	9-17-2019
Laura Richard, County Clerk	Date

APPROVED:

Mark Vogler, Chief 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

EXHIBIT A

M&E Consultants
Soil & Water Engineering Solutions

August 14, 2019

Debbie Kaminski, CPPB
County Purchasing Agent
Fort Bend County
Travis Annex
301 Jackson, Suite 201
Richmond TX 77469

Dear Debbie:

Please find the price proposal for RFQ-19-076 for Engineering Services for Emergency Watershed Protection Program for Oyster Creek, Project Number 2017 48157 FBDD-005 **(Phase I)** and, RFQ-19-077 Project Number 2017 48157 FBDD-005 **(Phase II)** for Fort Bend County Drainage District, for the Environmental Permitting, Geotechnical Analysis, Engineering Surveys, Design, Construction Quality Assurance, & Engineering Construction Support,. At this stage surveys, designs, and geotechnical can be reasonably estimated, A&E construction fees are based on construction unknows that are resolved when the design surveys, geotechnical analysis, construction drawings and construction performance time are complete. A&E construction fees are mostly determined by time of construction plus weather days. At this stage, we have estimated A&E construction times using two methods. 1. Historic M&E, NRCS construction projects which have (average 21.8%), (Mean 21.3 & 22.1), (job closest in value 20.6%). Assuming 20% of DSR construction fees = $2,078,960 2. Estimating time for previous formal sheet piling contracts resulted in a construction services fee of $981,269 or 9.44%. M&E has incorporated into the price proposal; two local firms to assist in the project, 1) Bio-West Inc, to perform the required environmental permitting, 2) Kavi Engineering to performs engineering drafting and inspection. Because of the unknowns, subcontracting, and the cost of this project, the proposal presented are an effort to assure both parties are treated fairly. Liquated damages or actual damages can and should be assessed the contractor to cover fees encountered by you as result of contractor not finishing within performance time granted in the construction contract. The fees documented in this contract should be considered in determining the amount of liquidated damages.

Please see the attached spreadsheets for fees, work hour estimates and the lump sum totals for the project.

We look forward with great excitement to working with Fort Bend County, Fort Bend County Drainage District, and the NRCS in performing work. If you have any question about our submittal, please call our main office in Temple (254-983-9103) or Jerry Ince in Richmond (832-344-6604).

Sincerely,

Dennis Medlin

Dennis Medlin, PE
Founding Partner

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Cc: Adam Wright, Project Manager, Fort Bend County Drainage District

P.O. Box 9 • Heidenheimer, TX 76533 • Ph: (254) 983-9103 • Fax: (254) 983-9104

Summary Sheet

	All Engineer Fees	DSR Construction Cost	All Engineer Fees %
Oyster Creek I		$4,365,664.00	
Design, Surveys Enviromental	$180,488.20		
QA Inspection, Admin Assistance	$350,619.84		
SubTotals	**$531,108.04**	**$4,365,664.00**	**12.17%**
Contingencies 10%	**$53,110.80**		
Total	**$584,218.84**		13.38%
Oyster Creek II		$6,029,136.00	
Design, Surveys Enviromental	$192,009.00		
QA Inspection, Admin Assistance	$664,812.34		
SubTotals	**$856,821.34**	**$6,029,136.00**	**14.21%**
Contingencies 10%	**$85,682.13**		
Total	**$942,503.47**		15.63%
OC I and OC II Grand Total	**$1,526,722.32**	$10,394,800.00	**14.69%**

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Exhibit B

	Engineers						CAU Survey			Inspector/Survey										
	Trent Street PE Partner	Charles Mellon PE Partner	Dennis Medlin PE Partner	Tom Beach PE	Jerry Rice PE Partner	Kavt Consultants	Glenn Ketchem	Survey Crew	Jon Kasn	Devon Collins	David Gregory	Jenny Medlin Admin Assistant	Est. Miles	Mileage POV	Est nights PD	Per diem per day	Total Loaded Cost Labor plus PD & Mileage	Total A&E Cost % of Construction	location and number	DSR Cost
Loaded hourly pay rate	$187.50	$187.50	$187.50	$187.50	$187.50	$187.50	$80.00	$42.00	$80.00	$75.00	$75.00	$45.00		$0.560		$ 129.00				
Designs																				
Preliminary Design Assumes one construction contracts for 10 EWP sites OC I	40	10					16		16											
Construction Drawings	40	10		8		80	100		100											
Specifications, Quantities Cost estimate	40	15		8			40		20			8								
Design Report	20	10										6								
Inspection Plan	20	10		8								6							All	$ 4,365,664
SWPPP	40	10		8								8								
NRCS & internal reviews	40	10		8													3.05%	3.0%		
Administration, meetings, communications	16	8	40		40	4														
address review comments	12	8				12	10		10			8								
Total hours	268	86	40	40	40	96	166	0	146	0	0	34					2.65% of Est. Constr. Cost	3% of Est. Constr. Cost		
Salary Total	$50,250.00	$16,125.00	$7,500.00	$7,500.00	$7,500.00	$18,000.00	$13,280.00	$0.00	$11,680.00	$0.00	$0.00	$1,530.00					$133,365.00	$130,969.92		
Design Surveys																				
10 EWP Sites surveyed on one trip (Miles one way)	220	220	220	220	30	230	220	220	220	190	260				8					
Design Surveys includes office, travel & field time 1 base station 5 rovers	6				15	35	40	35	40	35		4	2240	$1,299.20						
Total travel & Salary Design Surveys	$1,125.00				$2,812.50	$6,562.50	$3,200.00	$1,470.00	$3,200.00	$2,625.00	$0.00	$180.00		$1,299.20		$ 774.00	$22,123.20	$22,123.29		
Enviromental Permits, COE 404 Bio-West Inc.																		$ 16,500.00		
Soil Mechnics/Geotechnical Analysis																		$ 25,000.00		
												Cost of Design Surveys, Geotechnical,, & Design						$169,493		
Construction Inspection Assumes One Inspector																				
One contract for 10 EWP sites																				
Miles one way to EWP sites from hdq	275	275	275	275	20		275	275	275	275										
Est miles for engr 2 required trips Site showing, Pre Work Conference before notice to proceed to contractor				1420						380			1800	1044.00						
no pd for days 3 trips													0							
per week mileage				500						50			550	$319.00						
per week per diem	0.25			1											7	$ 903.00			All	
Total per week cost																				
Weekly inspection services (first 40)	4			8	2					40		4								
Weekly inspection services (over 40) based on 66 hrs./wk.										26										
Total inspection hours based on 1.5X time over 40 hrs.																				
Total per week	$750.00			$1,500.00	$375.00															
Cost per week	$750.00	$0.00	$0.00	$1,500.00	$375.00	$0.00	$0.00	$0.00	$0.00	$5,925.00	$0.00	$180.00		$319.00		$ 903.00	$9,202.00	Cost per Week		
Required Meetings																				
Site Showing	12			12	4					12			1800	$1,044.00						
Pre-Construction meeting	12			12	4								1800	$1,044.00						
Totals 2 meetings	24			24	8															
Cost 2 meeting	$4,500.00	$0.00		$4,500.00	$1,500.00									$2,088.00			$11,711.04	Cost-2 mtgs		
Construction Surveys																				
Stake work limits and BM of construction layout							40		40				440		2					
Final Checkout & as-built drawings office, travel and field	8			8			40		40				440		2					
Total hours	8	0	0	8	0	0	80	0	80				880		4					
Salary	$1,500.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$6,400.00	$0.00	$6,400.00	$0.00	$0.00	$0.00		Cost of Construction Surveys			$15,838.800			
									A&E QA Construction Fees assuming 35 wks from NTP & final inspection								$350,620	$ -		
Construction weeks including weather days	35													Construction Services			8.0%			
												All Engineer Fees					$531,108			
												All Engineer Fees %					12.2%			

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Exhibit B

	Engineers						CAD Survey			Inspector/Survey														
	Trent Stroet PE Partner	Charles Melton PE Partner	Dennis Medlin PE Partner	Tom Beach PE	Jerry Ince PE Partner	Kavi Consultants	Glenn Ketchum	Survey Crew	Jon Kraan	Devon Collins	David Gregory	Kavi Consultants		Jenny Medlin Admin. Assistant		Est. Miles	Mileage POV	Est nights PD	Per diem per day	Total Loaded Cost Labor plus PD & Mileage	Total A&E Cost % of Construction	Dams location and number	DSR Cost
Loaded hourly pay rate	$187.50	$187.50	$187.50	$187.50	$187.50	$144.00	$80.00	$42.00	$80.00	$75.00	$75.00	$135.00		$45.00			$0.580		$129.00				
Designs																							
Preliminary Design Assumes one construction contract for 13 EWP sites OC II	40	10					16		16														
Construction Drawings	20	10		8		80	110		110														
Specifications, Quantities Cost estimate	40	10		8			40		20					8									
Design Report	20	10												8									
Inspection Plan	20	10		8										6								All	$ 6,029,136
SWPPP	40	10		8										6									
NRCS & internal reviews	40	10		8																2.11%	3.0%		
Administration, meetings, communications	16	8	40		40	4																	
address review comments	12	8				12	10		10					8									
Total hours	248	86	40	40	40	96	176	0	156	0	0			34						2.85% of Est. Constr. Cost	2% of Est. Constr. Cost		
Salary Total	$46,500.00	$16,125.00	$7,500.00	$7,500.00	$7,500.00	$13,824.00	$14,080.00	$0.00	$12,480.00	$0.00	$0.00			$1,530.00						$127,039.00	$180,674.08		
Design Surveys																							
EWP Sites surveyed on one trip (Miles one way)						275	275	275	275	275	275							5					
Design Surveys Includes office, travel & field time 1 base station 5 rovers	6					50	50	50	50	50				4		2750	$1,595.00						
Total travel & Salary Design Surveys	$1,125.00				$0.00	$7,200.00	$4,000.00	$2,100.00	$4,000.00	$3,750.00	$0.00			$180.00			$1,595.00		$645.00	$23,470.00	$23,470.00		

Soil Mechnics/Geotechnical Analysis	$25,000.00
Enviromental Permits, COE 404 Bio-West Inc.	$16,500.00

Cost of Design Surveys, Geotechnical, Envir. & Design	$192,009

Construction Inspection Assumes One Inspector																								
One contract for 13 EWP sites																								
Miles one way to EWP sites from hdq	275	275	275	275	20		275	275	275			50												
Est miles for engr 2 required trips Site showing, Pre Work Conference before notice to proceed to contractor				1420												1420	823.60						
no pd for days 3 trips																0							
per week mileage				525								250				775	$449.50						
per week per diem	0.25			1														7	$903.00			All	
Total per week cost																							
Weekly inspection services (first 40)	4			8	2							40		4									
Weekly inspection services (over 40) based on 60 hrs./wk.												26											
Total inspection hours based on 1.5X time over 40 hrs.												66											
Total per week	$750.00			$1,500.00	$375.00																		
Cost per week	$750.00	$0.00	$0.00	$1,500.00	$375.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,665.00		$180.00			$449.50		$903.00	$14,072.50	Cost per Week		
Required Meetings																							
Site Showing	12			12	4							8				1600	$1,044.00						
Pre-Construction meeting	12			12	4							8				1600	$1,044.00						
Totals 2 meetings	24			24	8							16											
Cost 2 meeting	$4,500.00	$0.00		$4,500.00	$1,500.00							$3,000.00					$2,088.00			$14,711.04	Cost-2 mtgs		
Construction Surveys																							
Stake work limits and BM of construction layout							40		40							440		2					
Final Checkout & as-built drawings office, travel and field	8			8			40		40							440		2					
Total hours	8	0	0	8	0	0	80	0	80							880		4					
Salary	$1,500.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$6,400.00	$0.00	$6,400.00	$0.00	$0.00			$0.00			Cost of Construction Surveys			$16,838.899			
										QA Construction Fees assuming 40 wks from NTP & final inspection										$954,912	$ -		
Construction weeks including weather days	45																Construction Services			11.0%			
																		All Engineer Fees			$856,821			
																		All Engineer Fees %			14.2%			

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M&E Consultants
Soil & Water Engineering Solutions

July 1, 2019

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 210
Richmond TX 77469

Dear Selection Officials:

M&E Consultants, LLC (M&E) is very pleased to submit our statement of qualifications for "RFQ-19-076 for Engineering Services for Emergency Watershed Protection Program from Oyster Creek, Project Number 2017 48157 FBDD-005 (Phase I) for Fort Bend County Drainage District". M&E will perform all work required by the SOQ.

Our consulting practice is centered on the preparation of watershed and conservation planning, designs, and construction inspection services for NRCS programs including EWP. M&E staff is composed primarily of former senior staff with the Natural Resources Conservation Service (NRCS) and its predecessor the Soil Conservation Service. Seventeen staff members available to work on requested services each have over 30 years of experience with NRCS working with projects similar to those described in this SOQ. M&E is intimately familiar with the programs and procedures of the NRCS and EWP. M&E is staffed to match the NRCS structure.

Since 2002 M&E has provided planning, design, survey, geotechnical, and/or construction inspection services on 311 repair projects funded by NRCS. The projects were in TX, OK, and AR. Twenty seven of the repair projects were caused by storm events funded by EWP. We have recently completed or almost completed with 18 repair designs and 14 construction inspections projects funded by the Texas NRCS & Texas State Soil and Water Conservation Board.

M&E is currently under contract on two projects similar to this RFQ; 1) Emergency Watershed Protection – Cane Island Branch Channel Bank Stabilization – Fort Bend County Drainage District and 2) the Channel Sediment Removal on Buffalo Bayou Above Barker Reservoir. If you have any questions conserving these projects please contact - Adam Wright, Project Manager, at (281) 342-0141.

M&E has unsurpassed NRCS planning, design, geotechnical, construction, and survey experience. M&E's experience insures minimum NRCS review time. We are aware of and have experience with the unique NRCS relationships involving sponsors, local land users, and other stakeholders. NRCS projects have comprised the bulk of our work since 2002. Because of our relationships with NRCS both as employees and working as consultants, ***Experience and Commitment*** most accurately describe the services that will be provided by M&E.

We look forward with great excitement to working with Fort Bend County and the NRCS in performing work described by this request for qualifications. If you have any question about our submittal, please call our main office in Temple (254-983-9103) or Jerry Ince in Richmond (832-344-6604).

Sincerely,

Dennis Medlin

Dennis Medlin, PE
Founding Partner

P.O. Box 9 • Heidenheimer, TX 76533 • Ph: (254) 983-9103 • Fax: (254) 983-9104

EXECUTIVE SUMMARY FOR
ENGINEERING SERVICES FOR REPAIR OF
OYSTER CREEK (Phase I)

M&E Consultants LLC (M&E) is pleased to offer Fort Bend County support for the design of bank stabilization measures and to provide construction oversight services. M&E strives to provide project standards and quality of work identical to projects designed and constructed in-house by the NRCS.

Understanding Scope of Work: M&E provides an unsurpassed understanding of the design and construction of NRCS projects and is eager to assist Fort Bend County in the completion of this EWP project. M&E Consultants provides planning, design, and construction oversight for soil and water engineering projects.

M&E has experience with hydraulic stream channel restoration, bank stabilization measures, retaining walls, and other engineering work. M&E prepares hydraulic studies including stormwater runoff and dam breach inundation analyses, erosion control solutions, and EPA storm water pollution abatement plans for construction sites. We currently have a contract with Texas State Soil and Water Conservation board to design EWP repairs for 7 watershed dams and provide construction inspection services for repairs to 3 dams because of slope slides and wave damage. M&E has had been awarded a National IDIQ contract in the Central Region of the US. M&E has been selected as most qualified 7 of 12 times on contract advertised under the IDIQ contract. M&E is working with Fort Bend County Drainage District on two contracts for engineering services and Quality assurance; 1) for the desilting Willow Fork of Buffalo Bayou above Barker Reservoir and, 2) for the Repair of Willow Fork of Buffalo Bayou and Cane Island Branch Channel Bank. The Desilting of Willow Fork Above Barker Reservoir has been designed and is currently under construction. M&E provided the designs and ongoing full-time quality assurance inspection and engineering oversight during construction. The first section of the EWP repair to Willow Fork and Cane Island Cannel Bank Stabilization project has been designed and a site showing has been completed, construction is expected to begin in July 2019.

M&E Consultants, LLC, began business on Oct.1, 2001. The professionals and technicians with M&E have more than 500 years of experience with the Natural Resources Conservation Service (NRCS), formally known as the Soil Conservation Service (SCS). Our NRCS experience is in planning, design, construction oversight, program administration, and engineering management. M&E works in Arkansas, Oklahoma, and Texas. We specialize in working with local units of government, especially those that sponsor NRCS project work. Work includes Emergency Watershed Program (EWP), Wetlands Restoration Program (WRP), and various USDA programs for the construction and rehabilitation of dams. M&E also works with units of government not involved with NRCS projects, with other engineering firms, and with individuals that need assistance on projects as described above.

Our experience and knowledge of NRCS policies and procedures allow us to provide a finished product that is equal to engineering work done by the NRCS. M&E's knowledge of NRCS methods and procedures enables us to provide high quality results in less time to local sponsors needing planning, design and or construction oversight services for NRCS funded projects. Other engineering firms have benefited by partnering with M&E Consultants when working on NRCS projects as evidence by our 10+ year relationship with URS, now AECOM, on NRCS funded work.

Firms Experience: M&E has assisted on over 300 NRCS projects in 5 states. 95% of the projects have been completed in the past 10 years and 54% within the last 5 years. We have unmatched experience in preforming engineering work completed by NRCS. All projects have been completed in a timely manner. M&E has not requested a modification for additional payment for any of the projects to date. Quality of the projects has been very good based upon the minimum number of construction modifications and the comments received by NRCS and its partners.

Staff Experience: M&E's staff available for this project has more than 500 years of experience as employees by the Natural Resources Conservation Service (NRCS), formally the Soil Conservation Service (SCS). (See tab 3 documenting than experience). The five engineers expected to provide leadership on this project have 160 years of experience working for NRCS/SCS in positions supporting EWP.

Jerry Ince, PE will serve as project manager and be your local contract. Mr. Ince is the previous owner of Ince Engineering located in Richmond for 16 years. Prior to founding Ince Engineering Jerry gained 10 years of SCS experience and 8 years Duck Unlimited experience.

Dennis Medlin, PE will provide Administrative Project Management making assignments and coordinating activities with M&E team members. Mr. Medlin retired from TX NRCS/SCE with 33 years of experience as State Conservation Engineer, Assistant State Conservationist, State Construction Engineer, State Conservation Operations Engineer, Design Engineer, and Area Engineer.

Trent Street, PE will serve as the lead design engineer. Mr. Street retired from TX NRCS with 34 years of experience, State Design Engineer, Design Engineer, and area engineer.

Charles Melton, PE will assist with both design and construction. Mr. Melton worked for NRCS/SCS as design engineer, construction engineer, and EWP program manager in TX and KS for a total of 33 years.

Tom Beach, PE will serve as the lead Construction Engineer. Mr. Beach recently retired from the NRCS as the State Construction Engineer. Mr. Beach had 33 years of experience with the NRCS.

Financial Stability: M&E began on October 1, 2001 with two founding partners, one project, and some seed money. Since that time, we have grown to approximately 35 employees and 5 partners. Our maximum yearly gross sales was $2.6 M and our lowest gross sales in the past 10 years was $424K. Average gross sales for the past 10 years is $1.4M. Ninety eight percent of our funds have come from NRCS projects. We have been fortunate to have never borrowed money. Nor have we ever filed a claim for or requested a modification for extra funds from our clients and we have completed every project.

Understanding Scope of Work

It is M&E Consultants' understanding that 1) Hurricane Harvey flood event caused stream bank failures along Oyster Creek in Fort Bend County, 2) the USDA-NRCS has agreed to provide EWP funding to Fort Bend County for the repair of the bank failures, and 3) Fort Bend County is seeking a consulting firm to provide engineering services for the design and construction management for the restoration and repairs to the streambanks.
M&E Consultants proposes to provide the following services for this project:

1. An on-site investigation with representatives of Fort Bend County and NRCS to assess the damages, identify critical areas of concern, understand the County's objectives in repairing the streambanks, discuss potential repair methods (design alternatives), and identify potential ingress and egress routes to the areas.
2. Work with the County to develop a project schedule to complete the project within the time frame provided by the NRCS.
3. Evaluate the applicability of Nationwide Permit 37 to this project and determine the steps necessary to comply with the permit requirements
4. Conduct field surveys of the sites to gather topographic, soils, and other site-specific data necessary to prepare design documents. In addition to topographic data, field surveys would include the locations of trees, houses, fences, roads, bridges, and other structures in or near the sites. During field surveys the location of soil borings will be established for Sheet pile designs in order to obtain necessary design parameters & provide potential construction contractors information to assist with bids.
5. Preliminary designs will be provided to the County and NRCS for review and comment at the 30%, 60%, and 90% stages.
6. Final designs will include construction plans for the measures to be installed, construction specifications, construction cost estimate, design report, quality assurance plan, and stormwater pollution prevention plan.
7. Provide contract services, if needed, from the solicitation to final acceptance.
8. Conduct site showing(s) to bidders.
9. Provide response to bidder's questions.
10. Provide layout surveys for the contractors use for construction.
11. Provide quality assurance services as specified in the quality assurance plan developed in design during construction, including on-site inspections to assure that the contractor is complying with the construction plans and specifications.
12. Throughout the project M&E Consultants will assist the County in the coordination of design and construction reviews with the USDA-NRCS and other groups as requested by the County.

Surveys, design, and construction activities will be completed by M&E employees. No Sub Contractors for engineering services will be required. however sheet piling projects will require geotechnical investigations. The design engineer will determine boring locations and depths. Boring logs will be included in the construction drawings. Material testing of the boring samples will provide soil parameters required for design. Gorrondona Engineering Services, Inc. agreed to complete geotechnical investigation and testing for this RFQ. Since the project is being funded with the EWP program it falls under Nationwide Permit 37. NRCS completed form NRCS-CPA-52 Environmental Evaluation Worksheet and included it as an attachment to the DSR. If unexpected additional permitting needs arise two options are available, Option 1. M&E staff has experience with assisting NRCS and watershed sponsors obtain permits. Option 2. BIO-WEST Inc. of Houston agreed to be part of this RFQ team. They have assisted the drainage district on previous contacts. The selected option will be determined by the drainage district.

Design leader, Trent Street, retired as head of the Texas design section in 2014. Construction leader, Tom Beach, retired as head of the Texas Construction staff in May 2017. Project Manager, Jerry Ince, is headquartered in Richmond allowing quick face to face communications with the Drainage District. Mr. Ince will provide on the ground assistance to Trent Street during design and Tom Beach during construction. Trent Street will coordinate timing and instructions to the subcontractors for the geologic investigation and the permitting. All engineers working on this project have a combined total of 276 years of NRCS/SCS employment. The location and experience of M&E staff assure excellent communications and coordination with all stake holders.

To further demonstrate M&E 's understanding of NRCS work, the following inserts are from a successful small business 2018 Request of Qualifications by NRCS for complete engineering services in the Central Region of the U.S. M&E was one of only four engineering firms selected for the Central Region of the US to compete for all engineering RFP for central states from Texas to Canada.

"Training

M&E Consultants' staff has received over 10,000 combined hours of formal training while employed by the SCS/NRCS. They have also provided thousands of hours training to other SCS/NRCS employees in Planning, Design, Survey, Geotechnical Engineering and Testing, and Contract Administration while employed by SCS/NRCS. As team leader of the National Water Management Center, James Moore PE presented two publications at the 2011 National Watershed Conferences and two presentation to the Association of State Dam Safety Officials in 2003. Larry Goertz, while employed by the National Design, Construction, and Soil Mechanics Center Fort Worth, provided training to NRCS employees in SITES and HEC-RAS. Bill Erion while working in the South National Technical Center, Fort Worth, TX served an instructor for numerous in house regional and national training sessions and workshops.

Specialized Experience

M&E employees that will work on this RFP have gained specialized experience while employed by NRCS/SCS and M&E. While working for NRCS/SCS, they provided technical guidance necessary to complete watershed plans, surveys, designs, geotechnical investigations, and construction of thousands of PL 566 & 534 watershed projects. They have also provided planning, design, survey, and construction oversight to thousands of individual landowners installing conservation practices. M&E employee's that may work on this project have a total of 601 yrs. of SCS/NRCS experience. See the following Table 1-A for a summary of positions held and years of SCS/NRCS service.

Since 2002, M&E has provided services to the NRCS in Arkansas, Oklahoma, and Texas. Those services include preparation of supplemental watershed work plans, dam assessments, breach maps, and designs and construction guidance and/or quality assurance services for approximately 300 NRCS watershed dams utilizing programs such as PL 106-472, EWP, and ARRA. Table 2-A, located in the past performance section, lists the projects."

Note: Table 1-A above is included as Table 3 and Table 2-A is included as Table 2 specifically for this RFQ, thus numbers do not match.