

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR  
BIG CREEK EXPANSION PROJECT  
RFQ 21-037**

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 CivilTech Engineering, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, District desires that Consultant provide engineering services for the Big Creek Expansion Project in Fort Bend County, Texas, pursuant to RFQ 21-037, (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 21-037 and Proposal for Engineering Services dated April 2, 2021 attached hereto as Exhibit A and incorporated herein for all purposes.

**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 one million four hundred ten thousand five hundred two dollars and no/100 (\$1,410,502.00). 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 one million four hundred ten thousand five hundred two dollars and no/100 (\$1,410,502.00), 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 one million four hundred ten thousand five hundred two dollars and no/100 (\$1,410,502.00).

## **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 than August 31, 2023. 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:	CivilTech Engineering, Inc. Attention: Melvin G. Spinks, PE, CFM 11821 Telge Road Cypress, Texas 76429

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**

See Exhibit 1 attached hereto and incorporated herein for all purposes.

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

CivilTech Engineering, Inc.

\_\_\_\_\_  
KP George, County Judge

*Melvin Spinks*  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Melvin G. Spinks, P.E.  
Authorized Agent – Printed Name

ATTEST:

President  
Title

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

May 5, 2021  
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

# CivilTech Engineering, Inc.

Civil Engineering  
Water Resources  
Transportation  
Structures  
Economic Analysis  
GIS  
Land Development  
Construction Services

April 2, 2021

Mr. Mark Vogler, PE  
General Manager  
Fort Bend County Drainage District  
1004 Blume Road  
Rosenberg, Texas 77471

*RE: Big Creek – Housing and Urban Development, Community Development Block Grant, Disaster Recover*

Mr. Vogler;

We are pleased to submit our proposal to provide professional engineering services for the above referenced project. CivilTech Engineering, Inc. will lead our design team of professional engineers to successfully provide Project Management, Design Services, Surveying, Utility Coordination and Identification, Geotechnical Studies, Community Engagement, Bid and Award Support Services, and full Construction Management Services to complete the Big Creek Project. We have selected KCI Technologies, Inc., Aviles Engineering, Corp., Landtech, Inc., and Hollaway Environmental & Communications as sub-consultants to provide specialty services to assist in our overall efforts. This proposal presents our Scope of Work, Fee Estimate, and Schedule as presented below:

## **Scope of Work**

### Basic Services

#### 1. Project Management

Direct and coordinate all activities associated with the project to comply with guidelines and requirements of the Fort Bend County Drainage District (The District), other local governing agencies, and the requirements of the U. S. Department of Housing and Urban Development (HUD), Texas General Land Office (GLO) and the Community Development Block Grant-Disaster Recovery (CDBG-DR) awarded for this project.

Project management and coordination tasks shall include:

- a. Preparing monthly written progress reports
- b. Develop and maintain a detailed project schedule to track project conformance and critical path items.
- c. Conduct regular meetings with the District to review and coordinate project progress, including Project Kickoff meeting.
- d. Prepare, distribute, and file both written and electronic correspondence.

**Houston** 11821 Telge Road, Cypress, Texas 77429 • Tel: 281-304-0200 • Fax: 281-304-0210  
company@civiltecheng.com • Firm Registration No. F-382

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- e. Prepare and distribute meeting minutes
- f. Document phone calls, conference calls and virtual meetings during the project to document and coordinate work efforts
- g. Coordinate work efforts of all subconsultants providing services on this project to ensure a unified coordinated results consistent with the overall design intent and goals.
- h. Coordinate with the Districts assigned Grant Administrator to ensure all aspects and requirements of the CDBG-DR are met.
- i. Coordinate with the District and adjacent land owners on designs, required easements and ROW, development/preservation of wetlands, and spoil areas.

## 2. Design Services

Prepare designs, drawings, construction cost estimates, and specifications in compliance with the District's latest design criteria and graphic standards. Construction drawings shall be clear and legible and to a scale consistent when printed on 11" x 17" sheets. Prepare specifications and special provisions for a Project Manual in a format prescribed by the District. Prepare a final cost estimate of construction costs using pay items as specified in the specifications, current rates as substantiated on recent District and County projects, and quantities computed from the completed project designs. Implement and follow quality assurance and quality control (QA/QC) procedures agreed to at the onset of the project and prepare and maintain a comprehensive project design schedule. Specific design related tasks and deliverables area as follows:

- a. Data Collection
  - i. Conduct a site visit and document existing conditions (photographs and drone footage)
  - ii. Obtain required topographic surveys and develop a digital terrain model (DTM) for use in design
  - iii. Identify existing drainage easements and ROW, reestablish existing easements and ROW in the field, research property records and abstracts
  - iv. Identify existing encroachments
  - v. Conduct Geotechnical investigations and testing
  - vi. Obtain and review existing environmental documentation
- b. Design Tasks
  - i. Channel Design and Layout
  - ii. Incorporate Shallow/Deep pool and weir designs developed by others
  - iii. Channel Transitions at existing bridges
  - iv. Bridge modification designs
  - v. Bridge Scour analysis
  - vi. Minimize generalized erosion protection and provide specific protection at channel confluences, bends, outfalls, and at erosive/unstable areas
  - vii. Tributary weir structures designs
  - viii. Backslope interceptor designs and layouts

- ix. Wetland development upstream of offsite interceptors (with District and land owner coordination)
- x. Temporary construction easements
- xi. Hydraulic designs (drop/transition structures, weirs,)
- xii. ROW/Drainage Easement identification
- xiii. Utility conflict avoidance and adjustment designs
- xiv. Access management plan, TCP signage, and spoil identification/access
- xv. SWPPP designs and report
- xvi. Identification and acquisition of required permits and approvals.
- xvii. QA/QC
- xviii. Constructability Reviews
- c. Prepare Construction Documents: Prepare and assemble required construction documents necessary to advertise and bid the project. Construction documents are to include:
  - i. Plans and Details
  - ii. Engineer's construction cost estimate
  - iii. Bid tabulations and quantities
  - iv. All Standard and Non-standard specifications
  - v. Complete Project Manual (to be prepared in conjunction with the District)
- d. Review Submittal/Deliverables
  - i. 30% Plans – Preliminary Submittal
  - ii. 90% Plans – Bid Ready Submittal
  - iii. 100% Plans – Final Construction Documents
- e. Plans
  - i. Title Sheet/Index of Drawings
  - ii. General Notes
  - iii. Utility Notes
  - iv. Project Vicinity Map
  - v. Overall Project Layout
  - vi. Survey Control Sheets
  - vii. Alignment Description
  - viii. ROW Maps
  - ix. Drainage Area Maps
  - x. Typical Existing and Proposed Cross-Sections
  - xi. Channel Plan and Profile Sheets
  - xii. Channel Transitions at Bridge Crossings
  - xiii. Bridge Modification Details
  - xiv. Tributary Confluence Designs
  - xv. Erosion Protection/Bank Stability Details
  - xvi. Channel Cross-Sections (Earthwork Computations)
  - xvii. Incorporate Special Details developed by others(Including proposed wetlands, shallow/deep pools, weirs)
  - xviii. Incorporate Standard Details
  - xix. Storm Water Pollution Prevention Plan
  - xx. Existing Utility Maps
  - xxi. Utility Adjustment Plans

xxii. Geotechnical Borings

3. Structural Evaluations, Analysis, and Design

There are seven (7) crossings consisting of three (3) privately owned wood bridges, three (3) public roadway bridges (SH 36 Bridge, Trinity Drive Bridge, and Pleak Road Bridge), and one (1) concrete low water crossing. Activities for these structures will include:

- a. Data Collection: obtain available as-built drawings, BRINSAP reports, scour analysis, and other data available for each public roadway bridges.
- b. Coordinate with TxDOT on need for scour analysis for public roadway bridges. Perform scour analysis if required.
- c. Assist the Fort Bend Drainage District in coordination with private bridge owners and design of bridge modifications necessary to complete the proposed channel improvements. Wooden Bridge modifications will be performed by others.

4. Bid and Award Support Services

- a. Assist Fort Bend County Drainage District in development of a complete bid package for advertisement.
- b. Assist in advertisement of the project for solicitation of bids.
- c. Attend and assist the District in conducting the pre-bid conference including answering questions and interpreting the drawings and specifications.
- d. Prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.
- e. Review tabulated bid results for discrepancies including potential unbalancing of unit bid prices and provide a written recommendation issued on company letterhead for the award of a construction contract.
- f. Provide clarification, correct discrepancies, correct errors and omissions; assist the District in evaluating the bid proposals; and assist in the preparation of a construction contract between the District and the successful bidder.
- g. Prepare a Submittal Log in coordination with the District Design and Construction Project Managers for District approval. The log shall list those items identified in the Contract Documents that require a submittal by the Contractor for District approval. Issue the Submittal Log to the Contractor within one week after the Project is awarded.
- h. Prepare a set of "Issued for Construction Drawings" within 10 business days after bids are received. Revise the "Issued for Construction Drawings" to reflect all addenda changes made to the Bid Documents during the bid period.

Additional Services

1. Limited Construction Management Services

- a. Provide part time (20 hours per week) support to Fort Bend County Drainage District during construction. Services will include, but are not limited to:

- i. Provide construction administration to include: conducting monthly progress meetings, prepare status reports, construction schedule compliance, and pay request reviews.
- ii. Prepare for and conduct the pre-construction conference
- iii. Review of contractor submittals to ensure compliance with contract documents
- iv. Review and respond to contractor's requests for information (RFI's)
- v. Prepare change order documents and review contractor cost proposals.
- vi. Provide limited inspection and on-site supervision throughout the duration of the project. Effort will be based on 20 hours per work week.
- vii. Provide construction quality assurance and material testing
- viii. Assist the District with issue identification and claim resolution
- ix. Conduct final walkthroughs and project close-out with engineer's certifications.
- x. Prepare as-built record drawings and quantities report
- xi. Provide documentation required by GLO for project close-out (Certificate of Construction Completion and Compliance with contract documents)
- xii. Provide necessary reporting and documentation as required by CDBG-DR
- xiii. Project construction duration is anticipated to last 14 months.

## 2. Survey Services

- a. Obtain Right-of-Entry as required to complete the identified surveying scope of services. Right-of-Entry should be obtained for all design services including but not limited to survey, geotechnical, environmental, and sub-surface utility investigations. Track Right-of-Entry requests sent and responses received within a spreadsheet to document Right-of-Entry request activities.
- b. Project Control: Set primary monumentation at a maximum interval of 1,500 feet to establish horizontal and vertical control. Provide Survey Control Maps documenting all monumentation and survey control data for inclusion in the project plans. Re-establish project controls prior to construction.
- c. Topographic Survey: Perform topographic surveys (elevation survey) of existing Big Creek from 500 feet downstream of Pleak Rd. to the confluences of Coon and Cottonwood Creeks, a distance of approximately 22,000 feet.
  - i. Obtain channel cross-sections at 200-foot intervals to a point 20-feet outside proposed ROW. (approximately 270-foot total width) Cross-sections to identify all grade breaks, channel top of bank, toe of slope, edge of water, fencing, existing ROW, channel flowline elevation at a min. with elevations obtained along the cross-section at a maximum distance of 20-feet. Utilize available lidar surfaces and merge with survey data.
  - ii. Obtain detailed survey of all structures crossing the channel including but not limited to roadway bridges, private bridges, utility crossings, and low water crossings. Data should identify column/support locations and sizes, low chord elevations, top of deck, railings, and abutments at a minimum.
  - iii. Obtain detailed survey of all side channels, ditches, and pipe outfalls. Document flowline elevations of pipe outfalls at both upstream and

downstream ends. Provide additional cross-sections of side channels and ditches at 50 foot intervals to a distance of 200-feet upstream beyond the existing channel ROW.

- iv. Obtain location and ground elevation of 12 geotechnical borings.
  - v. Locate all visible above-ground utilities and markers including all surface marking provided by Texas 811 location requests. Surveyor is responsible for requesting and documenting the Texas 811 location requests. Record flowline elevations within all manholes & inlets within the project limits. Collect the sag elevation of areal utility crossings.
  - d. ROW Boundary Survey: Identify existing ROW and drainage easements
    - i. Identify boundary lines, property monuments for all existing properties and easements along or adjacent to the existing channel.
    - ii. District will provide record research to identify existing ROW and easements
    - iii. Prepare existing ROW map for the project.
  - e. Encroachment Exhibits: Prepare exhibits identifying all constructed encroachments into the identified existing ROW or drainage easements.
  - f. Parcel Exhibits and Descriptions: Approximately 30 additional drainage easements will be required for the project. Prepare exhibits and descriptions of approximately 30 parcels for use by the County in obtaining necessary drainage easements. Field stake all 60 new easements obtained for the project.
  - g. As-Built Survey: Provide as-built cross-sections of the completed channel improvements to document earthwork quantities upon construction completion. As-built surveys will be conducted in segments (2000-foot lengths) as portions of the channel are completed over time.
  - h. All topographic surveys of existing and constructed conditions shall be provided in a DTM with break lines and major surface features identified.
3. Geotechnical Investigation
- a. Review Existing Information: Review historic information including, but not limited to, archived aerial photographs, Soil Conservation Service Maps, topographic maps, previously completed geotechnical reports for project along Big Creek or in the immediate vicinity.
  - b. Conduct reconnaissance along the roughly 4.2 mile long reach of both banks of Big Creek. The reconnaissance will extend to observing conditions for some distance both upstream and downstream of major slope failures and bank instabilities. Map observed major distress, and indicate areas of incipient, probable or potential distress. Characterize the nature of the observed/potential distress.
  - c. Prepare a geotechnical boring layout for review and approval after coordination with design engineer and review of the project site. Geotechnical investigations will be focused on channel reaches with excessive erosion, slope failures, and physical signs of general instability. The layout will identify a maximum of 12 borings to a depth of 30 feet to identify soil classifications, properties, and characteristics necessary to evaluate slope stability and to recommend potential solutions to reduce future failures and erosion. Two common issues have been

identified along the project reach, typical slope failures and toe of slope erosion. Corrective measures for these issues should be evaluated and recommended for use in the channel reconstruction project.

- d. One boring will be located in the vicinity of the SH 36 bridge over Big Creek. D50 and D90 particle size analysis should be performed to support a scour analysis at this location.
- e. A fault study will not be required for this project.
- f. Analyze field and laboratory data to develop a geotechnical memorandum including:
  - i. boring logs and boring location plan (information will be added to plan set)
  - ii. summary of subsurface soil conditions and groundwater levels encountered
  - iii. recommendations for repair/restoration of failed slopes
  - iv. evaluating if the soils from the channel excavation can be used meet HCFCD select fill criteria
- g. Existing wood bridges crossing Big Creek may require modifications. Three of the 12 borings will be located in the vicinity of private wood bridges such that pile capacities can be determined for wood piles with maximum embedment of 25 feet.

#### 4. Community Engagement and Public Relations

Effective community engagement and public relations is critical to the overall success of the Big Creek CDBG-DR Project. Due to partial federal funding of this project, the project must comply with the National Environmental Policy Act (NEPA) and public involvement is a required component of this process.

The following public involvement services will be performed to support the Big Creek CDBG-DR Project, including but not limited to:

- Compliance with NEPA and HUD / GLO requirements for public communication.
- Perform required postings and / or public engagement meeting(s).
- Support for communication and interaction with appropriate elected officials.
- General communication to the public regarding the details and benefits of the project.

The purpose of these activities is to provide transparent and accessible public information and solicit public input from all interested parties, including potentially affected persons and agencies.

The following tasks will be performed in coordination with the Fort Bend County Drainage District and other agencies, and all information will be made available virtually and/or in person in accordance with the County's COVID-19 pandemic considerations.

- a. Public Meeting: Two public meetings within one month are anticipated for this project.
  - i. Public Meeting Planning: 10 internal project planning meetings with the project team and other involved agencies will be held to prepare for the public meetings. A logistics plan will be developed that will include a noticing schedule and public meeting plan. This step includes identifying a meeting platform that best meets client and public needs, planning noticing activities, meeting content/information dissemination methods, and public comment tracking and reporting mechanisms. A stakeholder database will

be developed which will include the appropriate local and state agencies, Council of Governments, potentially affected stakeholders, and any additional parties that have expressed an interest in the project.

- ii. Public Meeting Notice: Provide public notices providing stakeholders with information about the project scope and schedule, the project website, a toll-free project number, and the meeting date, time, and access information. It is assumed that no more than 500 notices will be mailed. Notices will be developed and distributed based on the following:
    1. Direct mail to elected officials (35 days prior to meeting date).
    2. Posting to the project webpage (30 days prior to the meeting date).
    3. Direct mail to identified stakeholders (30 days prior to meeting date).
    4. Email to identified stakeholders (30 days prior to meeting date).
    5. Publication in local newspapers (30 days prior to meeting date, plus additional noticing as approved by client).
    6. Posting to local municipality websites (15 days prior to meeting date).
  - iii. Conduct In-person Public Meeting at a location identified and secured by FBCDD.
  - iv. Public Comments: Public comments will be collected and documented from stakeholders, the public meeting, and from those submitted via email and regular mail. All comments will be documented and logged in a single data base.
  - v. Public Meeting Documentation: A public meeting summary report will be prepared to document the public meeting and summarize comments and responses issued. The summary report will include:
    1. A brief narrative summarizing public involvement efforts.
    2. An official transcript of the meeting(s).
    3. Meeting notices (including newspaper tear sheets and affidavits of publication).
    4. Stakeholder notification lists.
    5. Project information materials (fact sheet, FAQ, video presentation, website, etc.).
    6. Attendee database.
    7. Comment database (gathered via email, mail, or phone).
    8. Original comment documents (gathered via mail).
- b. Public Hearing: A public hearing is not anticipated for this project.

## 5. Hydrologic and Hydraulic Analysis

Conduct required H&H analyses to assess existing and proposed conditions. Analyses should be performed for the 2-year (50% annual exceedance probability (AEP)), 10-year (10% AEP), 100-year (1% AEP), and 500-year (0.2% AEP) storm events. The existing condition modeling will be based on the Pape-Dawson Big Creek model completed in 2020 for Fort Bend County. This model includes updated rainfall per recent revisions to Atlas 14. The Pape-Dawson model hydraulic model is setup as an unsteady HEC-RAS 1D-2D model and includes all major roadway crossings.

#### A. Existing Condition

Hydrology - The Big Creek HEC-HMS model will be reviewed and verified within the vicinity of the project. Flows will also be checked against the FEMA effective flows for Big Creek (using the 500-year FEMA effective as a surrogate 100-year Atlas 14 rainfall update).

Hydraulics – The Big Creek HEC-RAS existing model will be updated with the following components to create the corrected effective:

1. Channel geometry at cross-sections will be updated per survey performed for this project.

It is anticipated that these changes will only effect the 1D portion of the 1D-2D HEC-RAS model.

- #### B. Proposed Condition –
- It is anticipated that the proposed condition modeling will only change the hydraulics of the existing condition modeling and thus there is no proposed hydrologic component.

Hydraulics – The corrected effective Big Creek HEC-RAS model will be updated with the following components to create the unmitigated proposed condition:

1. Proposed channel cross-sections
2. Series of drop structures along the main channel as recommended in the design

Proposed Condition Summary Technical Memorandum – a brief technical memorandum will be completed that summarizes the results of the proposed condition modeling. This memorandum will be submitted to the FBCDD for review along with the existing condition modeling. The information included in this memo will serve as the basis of the H&H Impact Analysis section in the overall report.

The following tasks are **excluded** from the H&H scope of work:

- Traditional impact analysis evaluation or submission
- Determination of mitigation alternatives
- The addition of down stream channel modifications that were completed as part of a previous project.
- Detailed Inundation mapping or floodway modeling

#### 6. Utility Research

Coordinate with surveyor and perform field investigation to identify all visible utilities present within the project limits and record in topographic data. Request as-built drawings from identified utilities. Coordinate and review Texas 811 Utility Location service markings to ensure all utilities are documented, logged, and represented on utility conflict list. Perform County records research to identify existing well and sanitary

septic permits located along adjacent properties. Spray fields, leach fields and required clearances should be identified and avoided if possible.

- a. Utility Coordination and Sub-Surface Utility Exploration: Provide utility research, identification and location, coordination, conflict analysis, and relocation designs necessary to complete the proposed Big Creek Channel Improvements. The following will be provided:
  - i. Utility Coordination – Identify, log and coordinate with all utility owners having facilities within the project area. Meet with utility owners to identify options for conflict avoidance, or relocation requirements. Identify and coordinate needs to have conflicts cleared prior to advertisement.
  - ii. Utility Conflict Analysis and Resolution: Analyze collected utility data and identify all conflicts with the proposed improvements. Evaluate possible alternatives to avoid, minimize, and accommodate existing utilities. Coordination with utility owners will be performed in a cooperative manner and coordinated with owners, designers, and Fort Bend County Drainage District to ensure progress and utility conflict resolution status is clear to all parties.
  - iii. Design: Provide utility relocation designs to support utility owners' relocation efforts as needed.
- b. Sub-Surface Utility Engineering: Comprehensive locating and mapping of existing utilities will be provided within the proposed project limits.
  - i. Levels C & D records research and survey of all above ground utilities features will be identified and mapped as discussed above.
  - ii. Level B, marking and surveying of all toneable utilities within the project limits will be provided in areas identified as having possible conflicts with proposed improvements. 2500 LF of Level B services have been estimated for this project.
  - iii. Level A, Poth Holes on utilities crossing the proposed channel will be performed to clearly identify utility elevations with respect to the proposed channel improvements. 10 potholes have been included in this project scope.

### **Fee Estimate**

Compensation for the above-described Scope of Work will be based on a lump sum basis for Basic Services and on a time and materials basis for Additional Services. A detailed man-hour estimate is provided in **Attachment A** with copies of sub-consultant proposal included in **Attachment B**.

A summary of Compensation is presented in **Table 1** below:

<b>PROJECT FEE SUMMARY</b>			
Fort Bend County Drainage District Big Creek CBDG-DR Prime Provider: CivilTech Eng, Inc.			
	<b>CivilTech Eng</b>	<b>Subconsultants</b>	<b>Total</b>
<b>Total Fee (Excluding Proffit)</b>	<b>\$759,511</b>	<b>\$575,039</b>	<b>\$1,334,551</b>
<b>Proffit</b>	<b>\$75,951</b>		
<b>Total Fee</b>	<b>\$835,462</b>	<b>\$575,039</b>	<b>\$1,410,502</b>
<b>Basic Services</b>			
	<b>CivilTech Eng</b>	<b>Subconsultants</b>	<b>Total</b>
<b>Basic Services</b>	<b>436,614.00</b>	<b>0.00</b>	<b>436,614.00</b>
Project Management	\$ 103,668.00		<b>\$103,668.00</b>
Design Services	\$ 300,490.00		<b>\$300,490.00</b>
Structural Analysis, Evaluation, Design	\$ 11,970.00		<b>\$11,970.00</b>
Bid and Award Support Services	\$ 20,486.00		<b>\$20,486.00</b>
<b>Additional Services (Non-Basic)</b>			
	<b>CivilTech Eng</b>	<b>Subconsultants</b>	<b>Total</b>
<b>Additional Services (Non-Basic)</b>	<b>\$322,897.20</b>	<b>\$575,039.48</b>	<b>\$897,936.68</b>
Construction Management Services	\$272,533.20	\$25,000.00	<b>\$297,533.20</b>
Survey (LandTech)		\$341,216.28	<b>\$341,216.28</b>
Geotechnical Investigation (Aviles)		\$71,256.00	<b>\$71,256.00</b>
Community Engagement Services (Hollaway)		\$75,382.20	<b>\$75,382.20</b>
Hydrology & Hydraulic Analysis (CivilTech)	\$50,364.00		<b>\$50,364.00</b>
Utility Research		\$62,185.00	<b>\$62,185.00</b>

**Table 1**

**Schedule**

The project can begin within 2 weeks after receipt of our forma notice to proceed from the Fort Bend County Drainage District. It is anticipated that all elements of the project design can be completed within 12 months. A design and construction schedule is attached in **Attachment C**.

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with you on this project. Please contact us should you have any questions or need additional information.

Respectfully  
 CivilTech Engineering, Inc.

*Barry Vanderwalt, P.E.*

Barry Vanderwalt, PE  
 Senior Project Manager

**ATTACHMENT A: PROJECT FEE SUMMARY**

Fort Bend County Drainage District  
Big Creek CBDG-DR  
Prime Provider: CivilTech Eng, Inc.

	<b>CivilTech Eng</b>	<b>Subconsultants</b>	<b>Total</b>
<b>Total Fee (Excluding Proffit)</b>	<b>\$759,511</b>	<b>\$575,039</b>	<b>\$1,334,551</b>
<b>Proffit</b>	<b>\$75,951</b>		
<b>Total Fee</b>	<b>\$835,462</b>	<b>\$575,039</b>	<b>\$1,410,502</b>
<b>Basic Services</b>			
	<b>436,614.00</b>	<b>0.00</b>	<b>436,614.00</b>
Project Management	\$ 103,668.00		<b>\$103,668.00</b>
Design Services	\$ 300,490.00		<b>\$300,490.00</b>
Structural Analysis, Evaluation, Design	\$ 11,970.00		<b>\$11,970.00</b>
Bid and Award Support Services	\$ 20,486.00		<b>\$20,486.00</b>
<b>Additional Services (Non-Basic)</b>			
	<b>\$322,897.20</b>	<b>\$575,039.48</b>	<b>\$897,936.68</b>
Construction Management Services	\$272,533.20	\$25,000.00	<b>\$297,533.20</b>
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Hydrology & Hydraulic Analysis (CivilTech)	\$50,364.00		<b>\$50,364.00</b>
Utility Research		\$62,185.00	<b>\$62,185.00</b>



Attachment A  
Civil Tech Engineering  
Big Creek (BDC)-DK

Basic Services	PRINCIPAL	SR PROJ MNGR	PROJ MNGR	SR PROJ ENG	PROJ ENG	ASST ENG	GIS ANALYST	GIS TECH	SR ENG DESIGNER	ENGINEERING DESIGNER	ENGINEERING TECHNICIAN	CADD OPERATOR	ADMIN	CLERICAL	Subtotal (hrs)	Number of Hour per Sheet	Total Fee	
<b>Structural Evaluation, Analysis, Design</b>																		
Date Collection				2	0	8									10	\$	1,530.00	
Bridge Condition Assessment				8	0	12									20	\$	3,450.00	
Private Wood Bridge Modification Design and Owner Consultation				24	0	12									36	\$	7,020.00	
HOURS SUB-TOTAL	0	0	0	34	0	32	0	0	0	0	0	0	0	0	66			
RATE PER HOUR (NO PROFIT)	\$308.00	\$241.00	\$195.00	\$222.00	\$186.00	\$428.00	\$120.00	\$95.00	\$147.00	\$110.00	\$78.00	\$78.00	\$80.00	\$75.00				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$7,550.00	\$0.00	\$4,228.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
% STAFF DISTRIBUTION	0.0%	0.0%	0.0%	51.5%	0.0%	46.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
<b>Subtotal Structural Evaluation, Analysis, Design</b>																	\$	11,970.00

Basic Services	PRINCIPAL	SR PROJ MNGR	PROJ MNGR	SR PROJ ENG	PROJ ENG	ASST ENG	GIS ANALYST	GIS TECH	SR ENG DESIGNER	ENGINEERING DESIGNER	ENGINEERING TECHNICIAN	CADD OPERATOR	ADMIN	CLERICAL	Subtotal (hrs)	Number of Hour per Sheet	Total Fee	
<b>Bid and Award Support Services</b>																		
Bid Package Assembly															0			
Assist in Advertisement and Solicitation of Bids															8			
Conduct Pre-Bid Conference	4	8		12											28			
Review Bids and Recommend Award				8											12			
Assist in Preparing Construction Contract				8											16			
Prepare Required Substantial Log															16			
Prepare Issued for Construction Drawings				2											18			
HOURS SUB-TOTAL	4	36	2	28	12	8	0	0	0	0	0	12	0	0	102			
RATE PER HOUR (NO PROFIT)	\$308.00	\$241.00	\$195.00	\$222.00	\$186.00	\$428.00	\$120.00	\$95.00	\$147.00	\$110.00	\$78.00	\$78.00	\$80.00	\$75.00				
TOTAL LABOR COSTS	\$1,232.00	\$8,676.00	\$370.00	\$6,156.00	\$2,232.00	\$3,424.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$936.00	\$0.00	\$0.00				
% STAFF DISTRIBUTION	5.9%	59.5%	2.0%	27.5%	11.6%	7.8%	0.0%	0.0%	0.0%	0.0%	0.0%	11.9%	0.0%	0.0%				
<b>Subtotal Bid and Award Support Services</b>																	\$	20,486.00

Additional Services	PRINCIPAL	SR PROJ MNGR	PROJ MNGR	SR PROJ ENG	PROJ ENG	ASST ENG	GIS ANALYST	GIS TECH	SR ENG DESIGNER	ENGINEERING DESIGNER	ENGINEERING TECHNICIAN	CADD OPERATOR	ADMIN	CLERICAL	Subtotal (hrs)	Number of Hour per Sheet	Total Fee	
<b>Hydrologic and Hydraulic Analysis of Channel Improvements</b>																		
Field Analysis and															0			
Proposed Conditions				24	16	120									244			
HOURS SUB-TOTAL	0	0	32	28	88	180	0	0	0	0	0	32	0	0	340			
RATE PER HOUR (NO PROFIT)	\$308.00	\$241.00	\$195.00	\$222.00	\$186.00	\$428.00	\$120.00	\$95.00	\$147.00	\$110.00	\$78.00	\$78.00	\$80.00	\$75.00				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$6,240.00	\$6,300.00	\$13,228.00	\$21,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,496.00	\$0.00	\$0.00				
% STAFF DISTRIBUTION	0.0%	0.0%	9.4%	8.2%	25.9%	47.1%	0.0%	0.0%	0.0%	0.0%	0.0%	9.4%	0.0%	0.0%				
<b>Subtotal Project Management</b>																	\$	50,384.00

Attachment A  
Civil Tech Engineering  
Big Creek (BDC)-DK

Additional Services	PRINCIPAL	SR PROJ MNGR	PROJ MNGR	SR PROJ ENG	PROJ ENG	ASST ENG	FIELD RESIDENT ENGINEER	FIELD ENGINEER	FIELD ENGINEER IN TRAINING	CONSTRUCTION SUPERVISION	SCHEDULER/III	CADD OPERATOR	ADMIN	CLERICAL	Subtotal (hrs)	Number of Hour per Sheet	Total Fee	
<b>Construction Management Services</b>																		
Prepare for and Conduct Pre-Construction Conference															28			
Conduct Monthly Construction Progress Meetings															232			
Review and Approval of Resubmit Drawings and Approvals															72			
Review and Respond to Contractor Requests for Information (RFIs)															80			
Construction Schedule Compliance															328			
Prepare Required Change Orders															120			
Provide On-Site Supervision															1204			
Provide Construction Quality Assurance/Material Testing															100			
Assist District with issue identification and claim resolution															60			
Review and Approval of Resubmit Drawings and Approvals															76			
Prepare As-Built Record Drawings and Final Quantities Report															76			
Provide Required CBEG-CRIG-C Close Out Documentation															68			
HOURS SUB-TOTAL	0	0	52	0	44	0	144	516	204	1172	280	48	0	48	2508			
RATE PER HOUR (NO PROFIT)	\$308.00	\$241.00	\$195.00	\$222.00	\$186.00	\$428.00	\$169.72	\$147.11	\$103.20	\$80.13	\$80.17	\$78.00	\$80.00	\$75.00				
TOTAL LABOR COSTS	\$0.00	\$0.00	\$10,140.00	\$0.00	\$8,184.00	\$0.00	\$23,143.68	\$75,906.76	\$21,052.80	\$105,632.36	\$22,447.60	\$3,744.00	\$0.00	\$3,690.00				
% STAFF DISTRIBUTION	0.0%	0.0%	2.1%	0.0%	1.8%	0.0%	5.7%	20.6%	8.1%	46.7%	11.2%	1.3%	0.0%	1.9%				
<b>Subtotal Construction Management Services</b>																	\$	272,553.20

## Exhibit A: Big Creek CBDG-DR

### KCI QL-A & B - SUE & Utility Coordination Estimate

#### Four Locations

Description of Service	UNIT	RATE	QTY	AMT.
Testholes Level A (Includes all labor, materials, for vacuum excavating pot holes at locations to be determined)	Daily Rate	\$3,100.00	4	\$12,400.00
Quality Level B Designation (Includes all labor, materials, for records research, designating & Marking utilities)	Daily Rate	\$1,650.00	5	\$8,250.00
Quality Level C & D (Includes all records research at County for Septic, Septic Spray Fields & Leach Fields )	Daily Rate	\$1,650.00	3	\$4,950.00
Traffic Control w-Lane Closure	Day	\$1,950.00	2	\$3,900.00
Mobilization	Each	\$1,200.00	1	\$1,200.00
Backfill & Spoil Dump	Each	\$400.00	2	\$800.00
Vac Truck Mileage	Mile	\$1.50	200	\$300.00
Designation Truck Mileage	Mile	\$0.65	500	\$325.00
Survey Of SUE	Day	\$1,850.00	2	\$3,700.00
Designate Hole Set Up, Stakes, Lathes, Flagging, Pins	Each	\$150.00	10	\$1,500.00
Cad	Hours	\$125.00	24	\$3,000.00
Field Manager	Hours	\$145.00	4	\$580.00
RPLS	Hours	\$235.00	8	\$1,880.00
Utility Corrdinator	Hours	\$125.00	40	\$5,000.00
Senior Utility Coordinator	Hours	\$145.00	24	\$3,480.00
Project Engineer	Hours	\$195.00	24	\$4,680.00
Project manager	Hours	\$260.00	24	\$6,240.00
TOTAL				\$62,185.00

**Fort Bend County Drainage District  
Big Creek CBDG-DR**

**GEOTECHNICAL INVESTIGATIONS**

Aviles

**CMET Fee Schedule Effective (date)**

date

Description	Quantity	Unit	Rate	Amount
<b>FIELD EXPLORATION</b>				
Drill Rig Mobilization	1	LS	\$950.00	\$950.00
Coordination of Field Exploration (Sr. Technician)	8	hrs	\$90.00	\$720.00
Site Reconnaissance (Project Engineer, P.E.)	8	hrs	\$165.00	\$1,320.00
Boring Layout and Utilities Check (Sr. Technician)	12	hrs	\$90.00	\$1,080.00
Field Logging and 24-hr GW readings (Technician)	64	hrs	\$65.00	\$4,160.00
Soil Boring, Continuous 3-in. (0 to 20')	240	ft	\$25.00	\$6,000.00
Soil Boring, Intermittent 3-in. (20' to 50')	240	ft	\$23.00	\$5,520.00
Tree Clearing	0	ft	\$24.00	\$0.00
Piezometer Installation 2 @50' and 2 @60'	60	ft	\$24.00	\$1,440.00
Drill Footage – ATV Surcharge	480	ft	\$10.00	\$4,800.00
Piezometer Abandonment	60	ft	\$20.00	\$1,200.00
Piezometer Monitoring (Technician, 2 Trips)	10	hrs	\$65.00	\$650.00
Grouting Holes (off-pavement: soil cuttings)	0	LF	\$12.00	\$0.00
Vehicle Charge	94	hrs	\$12.00	\$1,128.00
				<b>\$28,968.00</b>
<b>GEOTECHNICAL LABORATORY TESTING</b>				
Liquid & Plastic Limits	48	each	\$71.00	\$3,408.00
Passing No. 200 Sieve (ASTM D-1140)	36	each	\$55.00	\$1,980.00
Sieve Analysis	8	each	\$65.00	\$520.00
Moisture Content of Soils by Mass	168	each	\$11.00	\$1,848.00
Unconfined Compressive Strength	24	each	\$51.00	\$1,224.00
Unconsolidated-Undrained Triaxial	24	each	\$72.00	\$1,728.00
Specific Gravity (ASTM D-854)	4	each	\$67.00	\$268.00
Consolidated Undrained Triaxial Test	4	each	\$1,800.00	\$7,200.00
Crumb Test	24	each	\$43.00	\$1,032.00
Double Hydrometer	6	each	\$250.00	\$1,500.00
				<b>\$20,708.00</b>
<b>SLOPE STABILITY ANALYSIS</b>				
Senior Engineer, P.E.	6	hrs	\$205.00	\$1,230.00
Graduate Engineer or Geologist	36	hrs	\$115.00	\$4,140.00
				<b>\$5,370.00</b>
<b>ENGINEERING REPORT PREPARATION</b>				
Senior Engineer (P.E.)	8	hrs	\$205.00	\$1,640.00
Project Manager/Engineer (P.E.)	28	hrs	\$165.00	\$4,620.00
Staff Engineer (EIT)	64	hrs	\$115.00	\$7,360.00
Draftsman	8	hrs	\$90.00	\$720.00
Engineering Assistant	2	hrs	\$70.00	\$140.00
Reproduction (2 Copies of Draft and 3 Copies of Final Report)	5	copies	\$50.00	\$250.00
				<b>\$14,730.00</b>
<b>MEETINGS</b>				
Senior Engineer (P.E.)	4	hrs	\$205.00	\$820.00
Project Manager/Engineer (P.E.)	4	hrs	\$165.00	\$660.00
				<b>\$1,480.00</b>
				<b>\$71,256.00</b>





## ATTACHMENT B



## Professional Services Agreement

March 30, 2021

CivilTech Engineering, Inc.  
11821 Telge Road  
Cypress, Texas 77429

Client's Authorized Representative(s): Barry Vanderwalt, PE  
Senior Project Manager

Subject: Big Creek SUE & Utility Coordination  
KCI Project Number: 321...

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (the "Proposal") to CIVILTECH ENGINEERING, INC. ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the following:

Location: Big Creek SUE & Utility Coordination, Cypress, Texas

### **PROJECT DESCRIPTION**

Channel improvements to Big Creek in Ft. Bend Co. KCI will provide Quality Levels A, B, C & D SUE (Sub-Surface Utility Engineering, and Utility Coordination services, for proposed improvements to Avoid/Minimize/Clear Utility Conflicts for the Big Creek project within the limits as depicted on drawing/plan sheets supplied by client.

**OL-B C & D– Mapping of Toneable Utilities**– KCI will Utilize Electromagnetic equipment to interpret the presence of the existing toneable utility lines within the proposed project area. KCI will also utilize GPR where necessary and attempt to locate existing non-metallic/non-toneable utilities in the area of survey. KCI is providing this proposed scope of work to obtain the alignment and upgrade the existing mapping information for client. KCI shall perform this work in accordance with the most current standards of SUE as described in ASCE 38-02. Survey of KCI Level B designation is to be provided by KCI surveyors. Fee and Payment for survey is included in this estimate.

- Levels C & D records research and survey of all above ground utilities features will be identified and mapped as discussed above. 3 Days of Level C & D are estimated
- Level B, marking and surveying of all toneable utilities within the project limits will be provided in areas identified as having possible conflicts with proposed improvements. 5 Days of Level B service are estimated

**OL-A – Potholes on Crossing Utilities**– Level A SUE will be performed in approximately 10 locations in order to identify, map and profile utility crossings of Big Creek. KCI will excavate & restore each location. This work will be provided as described in ASCE 38-02. Level A, Potholes on utilities crossing the proposed channel will be performed to clearly identify utility elevations with respect to the proposed channel improvements.



## Professional Services Agreement

### **Utilities Coordination**

Utility Research & Coordination Services: Coordinate with surveyor and perform field investigation to identify all visible utilities present within the project limits and record in topographic data. Request as-built drawings from identified utilities. Coordinate and review Texas 811 Utility Location service markings to ensure all utilities are documented, logged, and represented on utility conflict list. Perform County records research to identify existing well and sanitary septic permits located along adjacent properties. Spray fields, leach fields and required clearances should be identified and avoided if possible.

- Utility Coordination – Identify, log and coordinate with all utility owners having facilities within the project area. Meet with utility owners to identify options for conflict avoidance, or relocation requirements. Identify and coordinate needs to have conflicts cleared prior to advertisement.
- Utility Conflict Analysis and Resolution: Analyze collected utility data and identify all conflicts with the proposed improvements. Evaluate possible alternatives to avoid, minimize, and accommodate existing utilities. Coordination with utility owners will be performed in a cooperative manner and coordinated with owners, designers, and Fort Bend County Drainage District to ensure progress and utility conflict resolution status is clear to all parties. Provide Utility Conflict Matrix and Inventory of all utilities within project limits
- Design: Provide utility relocation designs to support utility owners' relocation efforts as needed.
- 

### **Deliverables**

- 1) Locate, mark & flag Toneable Utilities by electromagnetic induction
- 2) Locate & mark Non Toneable Utilities by use of Toneable Rodder if access is available
- 3) Field Sketch and Utility Plan & data sheets of located utilities
- 4) Pothole Crossing Utilities, 10 locations
- 5) Provide Coordination services in accordance with Item 3 of attached description of services
- 6) Survey of KCI marked utilities
- 7) Research County Record files for Wells & Septic Systems

### **SPECIAL PROVISIONS**

- 1) KCI will not be responsible for damage to utilities caused by others.
- 2) KCI is performing records research of the project limits

### **SERVICES TO BE PROVIDED BY THE CLIENT**

- Provide Survey Control for project limits.
- Provide KCI Cad base file to overlay SUE findings
- Any and all Right of Entry and permitting as may be required by the County



## Professional Services Agreement

### **FEES AND PAYMENTS**

The Schedule of fees for work defined in the scope of services is attached as exhibit A. Actual cost of Level B, C & D locating work, will be billed by the number of days utilized and as shown in Exhibit A. If additional days are required, they will be billed at the unit rate shown in Exhibit A and authorized in advance of work performed.

### **GENERAL PROVISIONS**

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted

by Client, then the General Provisions along with the Proposal shall constitute a complete and binding contract between KCI and Client (the "Agreement").

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant that he/she has full authority to do so.

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This Proposal and the General Provisions will then constitute our entire Agreement.

KCI reserves the right to terminate this contract in the event the Client, in the sole judgment of KCI, fails to establish sufficient credit to warrant proceeding with the work. In such event, Client shall be obligated to pay for all services rendered to date of termination, including any direct expenses, and no work will proceed thereafter unless Client provides a retainer which KCI, in its sole discretion, shall determine to be satisfactory for the continuation of the work.

KCI welcomes the opportunity to serve *CIVILTECH ENGINEERING, INC.* and looks forward to working with *CIVILTECH ENGINEERING, INC.* on this project. The Project Principal to be assigned to the work is *Scott Stockburger, P.E.*, and his telephone number is 214-893-8648.

---

Very truly yours,

A handwritten signature in blue ink that reads "Scott Stockburger, P.E." in a cursive script.

Scott Stockburger, P.E.

Vice President / Regional Practice Leader

KCI Technologies



## Professional Services Agreement

### ACCEPTANCE:

*CIVILTECH ENGINEERING, INC.*, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

### ACCEPTED BY:

\_\_\_\_\_

\_\_\_\_\_  
Name and Title



**Exhibit A: Big Creek  
Improvements  
KCI QL-A, B, C&D - SUE &  
Utility Coordination Estimate**

Description of Service	UNIT	RATE	QTY	AMT.
Testholes Level A (Includes all labor, materials, for vacuum excavating pot holes at locations to be determined)	Daily Rate	\$3,100.00	4	\$12,400.00
Quality Level B Designation (Includes all labor, materials, for records research, designating & Marking utilities)	Daily Rate	\$1,650.00	5	\$8,250.00
Quality Level C & D (Includes all records research at County for Septic, Septic Spray Fields & Leach Fields )	Daily Rate	\$1,650.00	3	\$4,950.00
Traffic Control w-Lane Closure	Day	\$1,950.00	2	\$3,900.00
Mobilization	Each	\$1,200.00	1	\$1,200.00
Backfill & Spoil Dump	Each	\$400.00	2	\$800.00
Vac Truck Mileage	Mile	\$1.50	200	\$300.00
Designation Truck Mileage	Mile	\$0.65	500	\$325.00
Survey Of SUE	Day	\$1,850.00	2	\$3,700.00
Designate Hole Set Up, Stakes, Lathes, Flagging, Pins	Each	\$150.00	10	\$1,500.00
Cad	Hours	\$125.00	24	\$3,000.00
Field Manager	Hours	\$145.00	4	\$580.00
RPLS	Hours	\$235.00	8	\$1,880.00
Utility Coordinator	Hours	\$125.00	40	\$5,000.00
Senior Utility Coordinator	Hours	\$145.00	24	\$3,480.00
Project Engineer	Hours	\$195.00	24	\$4,680.00
Project manager	Hours	\$260.00	24	\$6,240.00
<b>TOTAL</b>				<b>\$62,185.00</b>



March 30, 2021

Mr. Barry Vanderwalt, P.E.  
Senior Project Manager  
CivilTech Engineering, Inc.  
11821 Telge Road  
Cypress, Texas 77429

Re: Revised Geotechnical Investigation Proposal /Agreement  
Improvements of Big Creek from Hartledge Road to Minonte Road, Fort Bend County Drainage District  
Fort Bend County, Texas  
AEC Proposal No. G2021-02-15R3

Dear Mr. Vanderwalt,

Aviles Engineering Corporation (AEC) is pleased to submit this revised geotechnical investigation proposal for Fort Bend County Drainage District's (FBCDD) proposed improvements of Big Creek from Hartledge Road to 500 feet South of Pleak Road in Fort Bend County, Texas. According to the information and project map provided, and the Topos from FBC Engineering GIS site, we understand that the project consists of improvements of 22,165 feet Big Creek channel from Hartledge Road to Minonte Road. The channel, with depths of ranged approximately from 20 to 23 feet, has been experiencing erosion and slope failures at different locations along the project alignment.

Per your request and our discussion, AEC proposes to drill 12 borings at 40-foot deep along the channel. Total drilling footage is 480 feet. We also propose to install two 30-foot deep piezometers (PZ) along the channel. The proposed borings and PZs are shown on the attached boring location plan. AEC personnel will mark the boring locations and contact Texas 811 to check underground utilities. However, Texas 811 does not check underground water line, storm sewer, and sanitary sewer. We request that the existing underground utilities drawings be provided to AEC at the project onset.

Based on Google Earth, we anticipate that access to the borings will require a buggy rig, and tree clearing is not expected to be required. Samples will be obtained continuously in the top 20 feet and at 5-foot intervals thereafter. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D-1586). We will note any visual evidence of odor indicating hazardous materials if encountered in the samples. Representative portions of all soil samples will be sealed, packaged and transported to our laboratory. Water level readings will be noted during drilling, upon completion of drilling, and 24 hours (where possible) after completion of drilling, then the boreholes (except the PZs) will be backfilled with soil cuttings. We will obtain 24 hours, and one month water level readings in the PZs, then PZs will be plugged. Boring locations will be surveyed by others to determine X-Y coordinates and surface elevations.



Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, dry density, specific gravity tests, and unconfined compression and unconsolidated-undrained triaxial tests depending on the soil types encountered. Four (4) consolidated-undrained (CU) triaxial tests, twenty-four (24) crumb tests, and six (6) double hydrometer analysis will be performed depending on the soil types encountered.

We will analyze the field and laboratory data to develop geotechnical engineering recommendations for (1) boring logs and boring location plan; (2) summary of subsurface soil conditions and groundwater levels encountered; (3) sieve analysis, crumb test, and double hydrometer test results for the channel, evaluation if the soils at the site are dispersive; and measures to address dispersive as necessary; (4) slope stability analyses on 3 or 4 selected cross-sections for failed slope and ultimate cross sections along Big Creek channel; recommendations for repair/restoration of failed slope, and the stable slope inclination; (5) (6) allowable bearing curves for timber piles for the 3 wooden bridges; (7) criteria for riprap if it is to be used for erosion protection for the slopes and outfall locations; (8) evaluating if the soils from the channel basin excavation can be used meet HCFCFD select fill criteria; and (9) recommendations and dewatering guidelines for the channel improvements, and timber pile installation for the wooden bridges.

The estimated lump sum (or time and materials if required) fee for the services described in this proposal is **\$71,256.00** for the Big Creek improvements as shown on the attached itemized fee estimates which include one mob/demob for an ATV rig, a site visit to mark the borings, 2 copies of draft and 3 copies of final report. The fee is based on the following assumptions: (1) the entry permit will be provided to AEC with no cost; (2) the field personnel will use Level D protection gear during the field exploration; (3) no standby time (weather-related or incurred due to reasons beyond AEC's control) are included; and (4) fence/gate removal, pavement coring, surveying, plan/specification review, and environmental assessment are not included.

Weather permitting, and assuming no field delays, we plan to start the field exploration about two weeks after receiving your notice to proceed. The field drilling will take about 3 to 4 weeks; soil laboratory testing will require 5 to 7 weeks (due to CU triaxial tests) to complete. We will submit draft report 3 to 4 weeks after completion of the laboratory soil testing as long as preliminary project drawings (such as proposed channel cross sections) is provided to AEC before we start the engineering analysis. Final report and trench report will be issued 2 weeks after we receive your comments on the draft report. To help the design engineer on project schedule, AEC will provide draft boring logs and preliminary geotechnical recommendations prior to draft geotechnical report.

To reduce delays in the schedule and avoid additional fees, we request that we be provided with any proposed or preferred geotechnical-related design details including existing utility drawings, and proposed channel drawings, and design 100-year flood elevation at the onset.

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. To authorize us to proceed with the proposed geotechnical services, you may sign and return a copy of this proposal to authorize AEC to proceed with the services, or issue us a Professional Services Contract to proceed with the services clearly reflecting the scope of services to be performed and referencing this proposal.

CivilTech Engineering, Inc.  
Improvements of Big Creek from Hartledge Road to Minonte Road, Fort Bend County Drainage District  
Fort Bend County, Texas  
AEC Proposal No. G2021-02-15R3  
March 30, 2021



Page 3 of 4

We appreciate the opportunity to present this proposal, and look forward to working with you again.

Respectfully submitted,  
***Aviles Engineering Corporation***  
(TBPE Firm Registration No. 42)

A handwritten signature in blue ink, appearing to read "Shou Ting Hu".

Shou Ting Hu, MSCE, P.E.  
President

Attachments: Terms and Conditions, Itemized Fee Estimates, Proposed Boring Location Plan, Summary of Proposed Borings

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BY (Signature): \_\_\_\_\_

NAME (Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_



## **GEOTECHNICAL INVESTIGATION TERMS AND CONDITIONS**

### **STANDARD OF CARE**

The CLIENT recognizes that actual subsurface conditions can vary from those observed and/or encountered at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data interpretations and recommendations by AVILES ENGINEERING will be based solely on information available to the AVILES ENGINEERING during the investigation. AVILES ENGINEERING is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

### **SCOPE OF SERVICES**

AVILES ENGINEERING will develop a scope of services based on the project information provided by the CLIENT. AVILES ENGINEERING shall not be responsible for problems arising due to inadequate number of borings and/or depths dictated or required by others or inadequate engineering analyses, if the CLIENT reduces the scope of services and/or provides insufficient or invalid project or other relevant information to AVILES ENGINEERING. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions.

### **SITE ACCESS AND SITE CONDITIONS**

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT, as well as provide location data for all below and above ground structures, pipelines and utilities. For such items encountered, not called to the attention of AVILES ENGINEERING, the CLIENT shall assume responsibility for any resultant damages. AVILES ENGINEERING will take reasonable precautions to minimize damage to the site, but it is understood by the CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

### **BILLING AND PAYMENT**

The CLIENT will pay AVILES ENGINEERING the time and materials amount(s) shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT by AVILES ENGINEERING, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

### **LIMITATION OF LIABILITY / INDEMNIFICATION**

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited to a sum equal in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.

Geotechnical Investigation Proposal  
 Improvements of Big Creek from Hartledge Road to Minonte Road  
 Fort Bend County Drainage District  
 Fort bend County, Texas  
 AEC Proposal No. G2021-02-15R3  
 3/30/2021



## ITEMIZED FEE ESTIMATE

### 12 Borings@40'; 2 piezometers@30'

<b>A. FIELD EXPLORATION</b>	<b>QTY</b>	<b>UNIT</b>		<b>RATE</b>	<b>AMOUNT</b>
Mobilization/Demobilization (ATV Rig, Code 11110 &11130)	1	LS	@	\$950.00	\$950.00
Coordination of Field Exploration (Sr. Technician)	8	hrs.	@	\$90.00	\$720.00
Site Reconnaissance (Project Engineer, P.E.)	8	hrs.	@	\$165.00	\$1,320.00
Boring Layout and Utilities Check (Sr. Technician)	12	hrs.	@	\$90.00	\$1,080.00
Field Logging and 24-hr GW readings (Technician)	64	hr.	@	\$65.00	\$4,160.00
Soil Drilling w/truck rig (0 to 20' continuous)	240	ft.	@	\$25.00	\$6,000.00
Soil Drilling w/truck rig (20' to 50' intermittent)	240	ft.	@	\$23.00	\$5,520.00
Tree Clearing	0	day	@	\$1,925.00	\$0.00
Installing Piezometers	60	ft.	@	\$24.00	\$1,440.00
Surcharge for Drilling with Buggy Rig	480	ft.	@	\$10.00	\$4,800.00
Piezometer Abandonment	60	ft.	@	\$20.00	\$1,200.00
Piezometer Monitoring (Technician, 2 Trips)	10	hrs.	@	\$65.00	\$650.00
Grouting Holes (off-pavement: soil cuttings)	0	LF	@	\$12.00	\$0.00
Vehicle Charge	94	hrs.	@	12.00	\$1,128.00
				<b>SUBTOTAL</b>	<b>\$28,968.00</b>
<b>B. GEOTECHNICAL LABORATORY TESTING</b>					
Atterberg Limits (ASTM D-43180)	48	ea.	@	\$71.00	\$3,408.00
Passing No. 200 Sieve (ASTM D-1140)	36	ea.	@	\$55.00	\$1,980.00
Particle Size Analysis w/o Hydrometer (ASTM D-422)	8	ea.	@	\$65.00	\$520.00
Moisture Content (ASTM D-2216)	168	ea.	@	\$11.00	\$1,848.00
Unconfined Compressive Test (ASTM D-2166)	24	ea.	@	\$51.00	\$1,224.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	24	ea.	@	\$72.00	\$1,728.00
Specific Gravity (ASTM D-854)	4	ea.	@	\$67.00	\$268.00
Consolidated-Undrained Triaxial Test (ASTM D-4767), 3 Stages	4	ea.	@	\$1,800.00	\$7,200.00
Crumb Test (ASTM D-6572)	24	ea.	@	\$43.00	\$1,032.00
Double Hydrometer (ASTM D-4221)	6	ea.	@	\$250.00	\$1,500.00
				<b>SUBTOTAL</b>	<b>\$20,708.00</b>
<b>C. SLOPE STABILITY ANALYSIS (3 or 4 Cross Sections)</b>					
Senior Engineer (P.E.)	6	hrs.	@	\$205.00	\$1,230.00
Staff Engineer (EIT)	36	hrs.	@	\$115.00	\$4,140.00
				<b>SUBTOTAL</b>	<b>\$5,370.00</b>
<b>D. ENGINEERING &amp; REPORT PREPARATION</b>					
Senior Engineer (P.E.)	8	hrs.	@	\$205.00	\$1,640.00
Project Manager/Engineer (P.E.)	28	hrs.	@	\$165.00	\$4,620.00
Staff Engineer (EIT)	64	hrs.	@	\$115.00	\$7,360.00
Draftsman	8	hrs.	@	\$90.00	\$720.00
Engineering Assistant	2	hrs.	@	\$70.00	\$140.00
Reproduction (2 Copies of Draft and 3 Copies of Final Report)	5	copies	@	\$50.00	\$250.00
				<b>SUBTOTAL</b>	<b>\$14,730.00</b>
<b>E. MEETINGS</b>					
Senior Engineer (P.E.)	4	hrs.	@	\$205.00	\$820.00
Project Manager/Engineer (P.E.)	4	hrs.	@	\$165.00	\$660.00
				<b>SUBTOTAL</b>	<b>\$1,480.00</b>
				<b>TOTAL ESTIMATED FEE</b>	<b>\$71,256.00</b>



**LEGEND**

- APPROXIMATE BORING LOCATION
- B-#** - BORING NO.
- PZ-#** - PIEZOMETER NO.

**NOTE: ALL BORINGS PROPOSED TO BE 40-FT DEEP. ALL PIEZOMETERS PROPOSED TO BE 30-FT DEEP.**

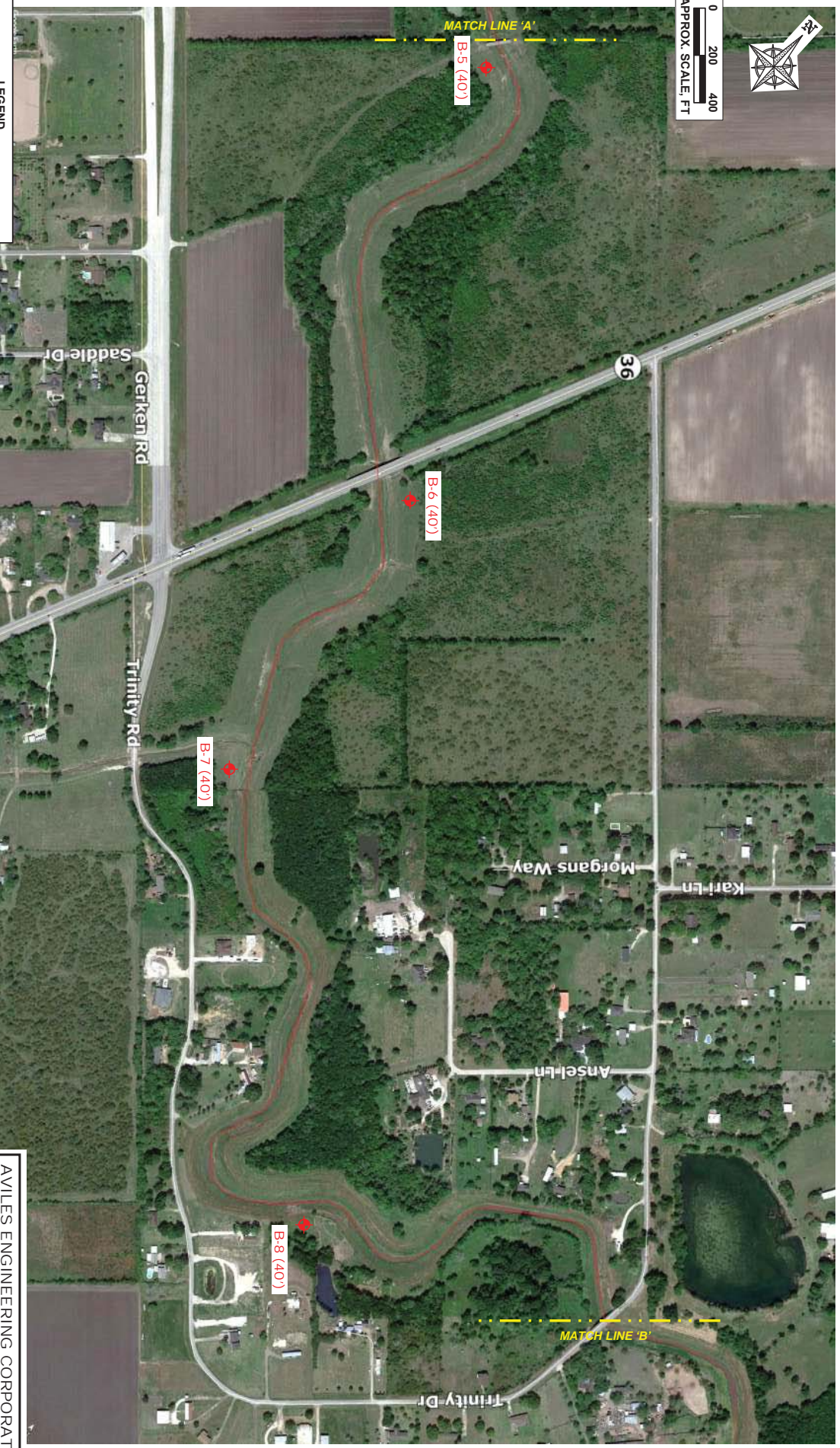
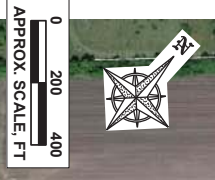
**AVILES ENGINEERING CORPORATION**

**PROPOSED BORING LOCATION PLAN**  
 BIG CREEK CHANNEL IMPROVEMENTS  
 FORT BEND COUNTY DRAINAGE DISTRICT  
 FORT BEND COUNTY, TEXAS

PROJECT NO.	DATE	SCALE	SHEET NO.
G2021-02-15R3	03-30-21	1" = 400'	BvJ
PROJECT NO.	DATE	SCALE	SHEET NO.
G2021-02-15R3	03-30-21	1" = 400'	BvJ

SOILS DRAWING PROVIDED BY  
GOOGLE EARTH

Sheet 1 of 3



**LEGEND**

- ◆ - APPROXIMATE BORING LOCATION
- B-# - BORING NO.
- PZ-# - PIEZOMETER NO.

**NOTE: ALL BORINGS PROPOSED TO BE 40-FT DEEP. ALL PIEZOMETERS PROPOSED TO BE 30-FT DEEP.**

**AVILES ENGINEERING CORPORATION**

**PROPOSED BORING LOCATION PLAN**  
 BIG CREEK CHANNEL IMPROVEMENTS  
 FORT BEND COUNTY DRAINAGE DISTRICT  
 FORT BEND COUNTY, TEXAS

PROJECT NO.	DATE	SCALE	SHEET NO.
G2021-02-15R3	03-30-21	1" = 400'	Bu1

SCALE DRAWING PROVIDED BY:  
 GOOGLE EARTH

Sheet 2 of 3



**LEGEND**

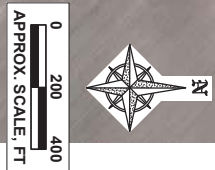
- ◆ - APPROXIMATE BORING LOCATION
- B-#** - BORING NO.
- PZ-#** - PIEZOMETER NO.

**NOTE: ALL BORINGS PROPOSED TO BE 40-FT DEEP. ALL PIEZOMETERS PROPOSED TO BE 30-FT DEEP.**

**AVILES ENGINEERING CORPORATION**

**PROPOSED BORING LOCATION PLAN**  
 BIG CREEK CHANNEL IMPROVEMENTS  
 FORT BEND COUNTY DRAINAGE DISTRICT  
 FORT BEND COUNTY, TEXAS

PROJECT NO.	DATE	SCALE	SOURCE DRAWING PROVIDED BY
G2021-02-15R3	03-30-21	1" = 400'	GOOGLE EARTH
DRAWN BY	CHECKED BY	SHEET NO.	
BJL	BJL	Sheet 3 of 3	



G2021-02-15R3 Summary of Proposed Borings, Improvements of Big Creek from Hardledge Road to 500' South of Peak Road, Fort Bend County Drainage District  
 AVILES ENGINEERING CORP.

3/30/2021

Boring No.	Depth (ft)	Road Side	PCC Coring	AC Patching	PZ (ft)	Buggy Rig	Buggy Footage	Traffic Control	T.C. Footage	0' - 20'	20' - 50'	50'-100'	100'-120'	Sample #	Purpose
B-1	40		0	0	30	Y	40	N	0	20	20	0	0	14	Big Creek Channel
B-2	40		0	0		Y	40	N	0	20	20	0	0	14	Big Creek Channel
B-3	40		0	0		Y	40	N	0	20	20	0	0	14	Wooden Bridge
B-4	40		0	0		Y	40	N	0	20	20	0	0	14	Big Creek Channel
B-5	40		0	0		Y	40	N	0	20	20	0	0	14	Wooden Bridge
B-6	40		0	0		Y	40	N	0	20	20	0	0	14	SH36 Bridge
B-7	40		0	0		Y	40	N	0	20	20	0	0	14	Big Creek Channel
B-8	40		0	0		Y	40	N	0	20	20	0	0	14	Big Creek Channel
B-9	40		0	0		Y	40	N	0	20	20	0	0	14	Trinity Drive Bridge
B-10	40		0	0		Y	40	N	0	20	20	0	0	14	Big Creek Channel
B-11	40		0	0		Y	40	N	0	20	20	0	0	14	Big Creek Channel
B-12	40		0	0	30	Y	40	N	0	20	20	0	0	14	Wooden Bridge
<b>SUM</b>	<b>480</b>		<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>480</b>	<b>0</b>	<b>0</b>	<b>240</b>	<b>240</b>	<b>0</b>	<b>0</b>	<b>168</b>	

Billy Wolfram  
 E: bwolfram@landtech-inc.com

April 1, 2021

Mr. Barry Vanderwalt, P.E.  
 Senior Project Manager  
 CivilTech Engineering, Inc.  
 11821 Telge Road  
 Cypress, Texas 77429

Re: Fort Bend County Drainage District - Big Creek Expansion Project  
 500 feet downstream of Pleak Rd to the confluence of Coon Creek and Cottonwood (~4.2 miles)

Dear Mr. Vanderwalt:

It is my pleasure to submit the following proposal for providing professional surveying services for the above referenced project. The scope of work is as follows:

1. Survey Services

- a. Obtain Right-of-Entry as required to complete the identified surveying scope of services. Right-of-Entry should be obtained for all design services including but not limited to survey, geotechnical, environmental, and sub-surface utility investigations. Track Right-of-Entry requests sent and responses received within a spreadsheet to document Right-of-Entry request activities.

Survey Technician.....	36 hours x \$ 105.00=	3,780.00
Project Surveyor (RPLS).....	8 hours x \$ 153.70=	1,229.60
Project Manager (RPLS).....	4 hours x \$ 201.85=	807.40
Sr. Project Manager.....	2 hours x \$ 287.22=	574.44
		6,391.44

- b. Project Control: Set primary monumentation at a maximum interval of 1,500 feet to establish horizontal and vertical control. Provide Survey Control Maps documenting all monumentation and survey control data for inclusion in the project plans. Re-establish project controls prior to construction.

2 Man Field Crew.....	40 hours x \$ 165.00=	6,600.00
3 Man Field Party.....	96 hours x \$ 193.00=	18,528.00
Sr. Survey Technician.....	32 hours x \$ 123.67=	3,957.44
Survey Technician.....	32 hours x \$ 105.00=	3,360.00
CADD Technician.....	88 hours x \$ 106.72=	9,391.36
Project Surveyor (RPLS).....	16 hours x \$ 153.70=	2,459.20
Project Manager (RPLS).....	8 hours x \$ 201.85=	1,614.80
		45,910.80

S U R V E Y I N G

Houston, TX • TBPELS 10019100  
 El Paso, TX • TBPELS 10019101

- c. Topographic Survey: Perform topographic surveys (elevation survey) to supplement existing LiDAR data of existing Big Creek from 500 feet downstream of Pleak Rd. to the confluences of Coon and Cottonwood Creeks, a distance of approximately 22,000 feet.
  - i. Obtain channel cross-sections at 1000-foot intervals to a point 20-feet outside proposed ROW. (approximately 270-foot total width) Cross-sections to identify all grade breaks, channel top of bank, toe of slope, edge of water, fencing, existing ROW, channel flowline elevation at a min. with elevations obtained along the cross-section at a maximum distance of 20-feet.
  - ii. Obtain detailed survey of all structures crossing the channel including but not limited to roadway bridges, private bridges, utility crossings, and low water crossings. Data should identify column/support locations and sizes, low chord elevations, top of deck, railings, and abutments at a minimum.
  - iii. Obtain detailed survey of all side channels, ditches, and pipe outfalls. Document flowline elevations of pipe outfalls at both upstream and downstream ends. Provide 3 additional cross-sections along side channels and ditches to a distance of 300-feet upstream beyond the existing channel ROW.
  - iv. Obtain location and ground elevation of approximately 12 geotechnical borings.
  - v. Record flowline elevations of outfalls discharging into the channel and within all manholes & inlets within the project limits.

2 Man Field Crew.....	104 hours x \$	165.00=	17,160.00
3 Man Field Party.....	146 hours x \$	193.00=	28,178.00
Survey Technician.....	33 hours x \$	105.00=	3,465.00
CADD Technician.....	132 hours x \$	106.72=	14,087.04
Project Surveyor (RPLS).....	25 hours x \$	153.70=	3,842.50
Project Manager (RPLS).....	10 hours x \$	201.85=	2,018.50
Sr. Project Manager.....	20 hours x \$	287.22=	5,744.40
Boat.....	3 days x \$	200.00=	600.00
			75,095.44

- d. ROW Boundary Survey: Identify existing ROW and drainage easements
  - i. Identify boundary lines, property monuments for existing properties and easements along or adjacent to the existing channel from the confluence of Coon Creek and Cottonwood to West of Trinity Dr. Existing boundary survey and drawings by others will be exclusively relied upon from East of Trinity Dr. to 500 feet downstream of Pleak Rd.
  - ii. Perform record research to identify existing ROW and easements
  - iii. Prepare existing ROW map for the project.

2 Man Field Crew.....	48 hours x \$	165.00=	7,920.00
3 Man Field Party.....	24 hours x \$	193.00=	4,632.00
Sr. Survey Technician.....	112 hours x \$	123.67=	13,851.04
CADD Technician.....	168 hours x \$	106.72=	17,928.96
Project Surveyor (RPLS).....	56 hours x \$	153.70=	8,607.20
Project Manager (RPLS).....	32 hours x \$	201.85=	6,459.20
Sr. Project Manager.....	6 hours x \$	287.22=	1,723.32
			61,121.72

- f. Parcel Exhibits and Descriptions: Additional drainage easements will be required for the project. Prepare exhibits and descriptions of approximately 30 parcels for use by the County in obtaining necessary drainage easements. Field stake all new easements obtained for the project.

2 Man Field Crew.....	150 hours x \$	165.00=	24,750.00
Survey Technician.....	120 hours x \$	105.00=	12,600.00
CADD Technician.....	480 hours x \$	106.72=	51,225.60
Project Surveyor (RPLS).....	240 hours x \$	153.70=	36,888.00
Project Manager (RPLS).....	60 hours x \$	201.85=	12,111.00
			137,574.60

- g. As-Built Survey: Provide as-built spot elevations of the completed channel improvements upon construction completion. As-built surveys may be conducted at locations specified by the client as portions of the channel are completed over time. Limited to 6 field trips.

3 Man Field Party.....	48 hours x \$	193.00=	9,264.00
Survey Technician.....	12 hours x \$	105.00=	1,260.00
CADD Technician.....	24 hours x \$	106.72=	2,561.28
Project Surveyor (RPLS).....	8 hours x \$	153.70=	1,229.60
Project Manager (RPLS).....	4 hours x \$	201.85=	807.40
			15,122.28

All topographic surveys of existing and constructed conditions shall be provided in a DTM with break lines and major surface features identified.

Thank you for the opportunity to submit this proposal.

Sincerely,



Billy Wolfram, RPLS, LSL, CFM

S:\Users\WRW\PROPOSALS\CivilTech 981\FBCDD - Big Creek\Estimate\LandTech\_2021-03-15.docx

Hollaway Environmental + Communications Services  
 Detailed Cost Estimate - Big Creek CDBG-DR Project

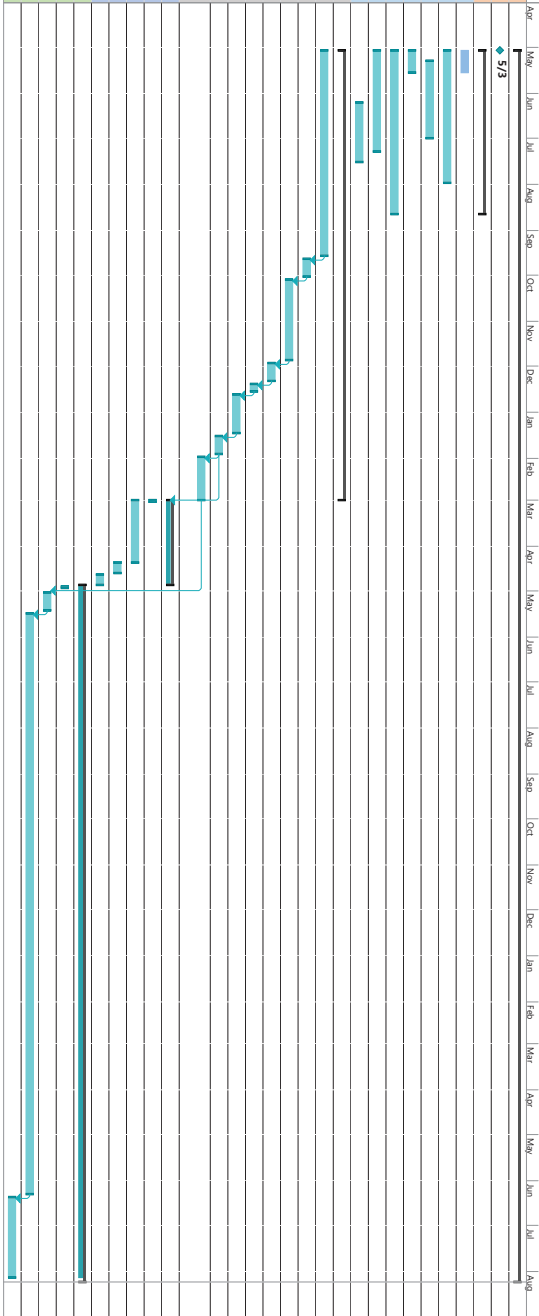
Title	2021 Rates	Task 1		Task 2		Task 3		Task 4		TOTAL	
		Public Meeting Planning		Public Scoping Meeting Noticing		Public Scoping Meeting Preparation and Implementation		Procurement of Public Comments and Public Meeting Documentation		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Senior Principal	\$ 225.00	2	\$ 450.00	2	\$ 450.00	4	\$ 900.00	2	\$ 450.00	10	\$ 2,250.00
Managing Principal	\$ 205.00	2	\$ 410.00	2	\$ 410.00	4	\$ 820.00	2	\$ 410.00	10	\$ 2,050.00
Project Director	\$ 180.00	10	\$ 1,800.00	5	\$ 900.00	30	\$ 5,400.00	6	\$ 1,080.00	50	\$ 9,000.00
Communications Technical Expert	\$ 140.00	5	\$ 700.00	5	\$ 700.00	25	\$ 3,500.00	5	\$ 700.00	40	\$ 5,600.00
Sr. Communications Specialist	\$ 130.00	15	\$ 1,950.00	10	\$ 1,300.00	40	\$ 5,200.00	10	\$ 1,300.00	75	\$ 9,750.00
Communications Specialist	\$ 115.00	10	\$ 1,150.00	15	\$ 1,725.00	50	\$ 5,750.00	15	\$ 1,725.00	90	\$ 10,350.00
Associate Communications Specialist	\$ 100.00	15	\$ 1,500.00	15	\$ 1,500.00	15	\$ 1,500.00	20	\$ 2,000.00	65	\$ 6,500.00
GIS Specialist	\$ 90.00	15	\$ 1,350.00	10	\$ 900.00	50	\$ 4,500.00	15	\$ 1,350.00	90	\$ 8,100.00
Creative Director	\$ 140.00	8	\$ 1,120.00	5	\$ 700.00	10	\$ 1,400.00			15	\$ 2,100.00
Graphic Designer	\$ 100.00					5	\$ 500.00			5	\$ 500.00
Assistant Graphic Designer	\$ 75.00					8	\$ 600.00			8	\$ 600.00
Technical Editor	\$ 150.00	2	\$ 300.00	2	\$ 300.00	8	\$ 1,200.00	4	\$ 600.00	16	\$ 2,400.00
<b>SUB TOTAL</b>		<b>84</b>	<b>\$ 10,530.00</b>	<b>71</b>	<b>\$ 8,885.00</b>	<b>248</b>	<b>\$ 37,045.00</b>	<b>78</b>	<b>\$ 9,435.00</b>	<b>479</b>	<b>\$ 69,895.00</b>
		Task 1		Task 2		Task 3		Task 4			
	Rate	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Digital Still Camera (per day)	\$ 75.00	2	\$ 150.00	2	\$ 150.00			2	\$ 150.00	2	\$ 150.00
Photo Copies (B&W - 8.5X11)	\$ 0.15			1,000	\$ 150.00			1,000	\$ 150.00		
Photo Copies (B&W 11X17)	\$ 0.20										
Photo copies (Color - 8.5X11)	\$ 1.00			1,000	\$ 1,000.00						
Photo copies (Color - 11X17)	\$ 1.50			500	\$ 750.00						
Postage (STANDARD RATES)	\$ 0.55			1,000	\$ 550.00						
PA full system w/ microphone per day	\$ 100.00			2	\$ 200.00						
Projector/Screen per day	\$ 75.00			2	\$ 150.00						
Video camera (audio and visual recording) per day	\$ 300.00			2	\$ 600.00						
Digital monitor + multimedias players per day	\$ 25.00										
Published Notice (Houston Chronicle, call for most recent pricing)	\$ 4,500.00										
Published Notice (Community Newspaper, call for most recent pricing)	\$ 1,000.00										
Security	\$ 500.00			4	\$ 4,000.00					4	\$ 4,000.00
Exhibit boards	\$ 100.00			20	\$ 2,000.00					20	\$ 2,000.00
Meeting Meals (Per meeting)	\$ 125.00										
Court Reporter Services	\$ 2,000.00			2	\$ 4,000.00					2	\$ 4,000.00
<b>SUB TOTAL</b>					<b>\$ 4,550.00</b>		<b>\$ 10,250.00</b>				<b>\$ 11,550.00</b>
		Task 1		Task 2		Task 3		Task 4			
	Rate	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Direct Costs - Travel											
Lodging (per day/person) - Review GSA Rates	\$ 125.00										
Meals (per day/person) - Review GSA Rates	\$ 58.00										
Mileage (per mile) - Current Standard Rate	\$ 0.545			160	\$ 87.20					160	\$ 87.20
Truck/Van Rental (per day)	\$ 150.00			4	\$ 600.00					4	\$ 600.00
<b>SUB TOTAL</b>							<b>\$ 687.20</b>				<b>\$ 687.20</b>
<b>DIRECT COSTS SUBTOTALS</b>					<b>\$ 4,550.00</b>		<b>\$ 41,982.20</b>				<b>\$ 12,237.20</b>
<b>TOTAL</b>			<b>\$ 10,530.00</b>		<b>\$ 13,435.00</b>		<b>\$ 9,435.00</b>				<b>\$ 72,132.20</b>

# ATTACHMENT C

# Attachment C

PRELIMINARY PROJECT SCHEDULE FOR BIG CREEK

ID	Task Name	Duration	Start	Finish	Predecessors
1	Big Creek Improvement Project	591 days	Mon 9/3/21	Mon 8/17/23	
2	Notice to Proceed	0 days	Mon 9/3/21	Mon 9/3/21	
3	Data Collection	80 days	Mon 9/3/21	Fri 8/20/21	
4	Site Visit / Existing Condition Log	11 days	Mon 9/3/21	Mon 9/17/21	
5	Topographic Survey	13 wks	Mon 9/3/21	Fri 7/30/21	
6	ROW Research and Mapping	38 days	Mon 9/3/21	Wed 6/30/21	
7	Set Project Control	11 days	Mon 9/3/21	Mon 9/17/21	
8	Geotechnical Investigations	16 wks	Mon 9/3/21	Fri 8/20/21	
9	SUE Utility Research and Mapping	10 wks	Mon 9/3/21	Fri 7/9/21	
10	Obtain and Verify B&M models	6 wks	Mon 9/3/21	Fri 7/16/21	
11	<b>PREPARE CONSTRUCTION DOCUMENTS</b>	<b>216 days</b>	<b>Mon 9/3/21</b>	<b>Mon 2/28/22</b>	
12	30% Plans - Preliminary Submittal	5 mons	Mon 9/3/21	Fri 9/17/21	
13	Review	2 wks	Mon 9/20/21	Fri 10/7/21	
14	60% Plans - Interim Submittal	2 mons	Mon 10/6/21	Fri 11/26/21	
15	Review	2 wks	Mon 11/29/21	Fri 12/10/21	
16	Constructability Review	1 wk	Mon 12/13/21	Fri 12/17/21	
17	90% Plans - Bid Ready Submittal	1 mon	Mon 12/20/21	Fri 1/4/22	
18	Review	2 wks	Mon 1/17/22	Fri 1/28/22	
19	100% Plans - Final Construction Documents	4.2 wks	Mon 1/31/22	Mon 2/28/22	
20	<b>BID AND AWARD</b>	<b>2.05 mons</b>	<b>Tue 3/1/22</b>	<b>Tue 4/26/22</b>	<b>18</b>
21	Pre-Bid Conference	1 day	Tue 3/1/22	Tue 3/1/22	
22	Receive Bids	6 wks	Tue 3/1/22	Mon 4/11/22	
23	Award Recommendation	1 wk	Tue 4/12/22	Mon 4/18/22	
24	Commissioner's Court Approval	1 wk	Wed 4/20/22	Tue 4/26/22	
25	<b>CONSTRUCTION MANAGEMENT</b>	<b>334 days</b>	<b>Wed 4/27/22</b>	<b>Mon 8/7/23</b>	
26	Pre-Construction Conference	1 day	Thu 4/28/22	Thu 4/28/22	
27	Mobilization	2 wks	Mon 5/2/22	Fri 5/13/22	
28	Construction	14 mons	Mon 5/16/22	Fri 6/9/23	
29	Final Inspection and Close-out	2 mons	Mon 6/12/23	Fri 8/4/23	



# EXHIBIT 1

## **EXHIBIT 1 - Federal Clauses**

Contractor understands and acknowledges that this Agreement is being funded totally or partially with federal funds from the U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. All expenditures under this Contract must be made in accordance with the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Contractor acknowledges that all funds are subject to recapture and repayment for non-compliance. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. **The Contractor shall require that these clauses shall be included in each covered transaction at any tier.**

The following Attachments are included as a condition to any proposal, bid or contract:

**ATTACHMENT A:** Federal Assurances and Certifications which includes the following forms:

- (i) The Federal Assurances for Construction Programs (Standard Form 424D), (Only required for construction projects)
- (ii) The “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87”
- (iii) If any funds granted under this Contract have been used for lobbying purposes, Contractor must complete and execute Standard Form LLL, Disclosure of Lobbying Activities

*Attachment A applies to all contracts involving a “federally assisted construction contract”. A “federally assisted construction contract” is defined as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)*

*“Construction work” is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)*

**ATTACHMENT B:** General Affirmations

**ATTACHMENT C:** Nonexclusive List of Applicable Laws, Rules and Regulations

**ATTACHMENT D:** Special Conditions

**ATTACHMENT E:** Required Insurance

In addition, Contractor is deemed to have read and understood, and shall abide by, all guidance documents applicable to the CDBG-DR program, including, without limitation 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; the State of Texas Action Plan for Disaster Recovery at <http://texasrebuilds.org>; and other guidance documents posted at: <http://texasrebuilds.org>.

### **1. Federal Assurances.**

To the extent that they are applicable, Contractor further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Contractor is in compliance with each of the requirements reflected therein. Contractor must execute the forms included in **Attachment A**.

### **2. Federal Certifications.**

To the extent that they are applicable, Contractor further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein. Contractor must execute the forms included in **Attachment A**. The Federal Certifications form must be executed by Contractor's authorized signatory.

### **3. General Affirmations.**

To the extent that they are applicable, Contractor further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein.

### **4. State Required Clauses**

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the County may terminate this Contract.

### **5. Abandonment or Default.**

If the Contractor defaults on the Contract, the County reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the County based on the seriousness of the default.

### **6. Non-Endorsement by State and the United States**

Contractor shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, State of Texas, U.S.

Government, or any government employee endorses a product, service, or position the Contractor represents. Contractor may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Contractor's work products or considers Contractor's work product to be superior to other products or services.

#### **7. Books and Records.**

County shall keep and maintain full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine County's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

#### **8. Inspection and Audit.**

All records related to this Contract, including records of County and its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the County's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Contractor shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. County will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** County shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through County and the requirement to cooperate is included in any subcontract it awards.

#### **9. Period of Retention.**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The County will notify all Program participants of the date upon which local records may be destroyed.**

## **10. Equal Opportunity Clause.**

During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor

will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **11. Bonding Requirements.**

Contractor shall be required to obtain any performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

#### **12. Energy Policy and Conservation Act (42 U.S.C. 6201).**

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### **13. Clean Air Act and the Federal Water Pollution Control Act.**

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **14. Procurement.**

Contractor must confirm that it is not debarred from receiving state or federal funds at each of the following web addresses: Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and the Federal General Services Administration's Excluded Parties List System at <https://www.epls.gov/>.

#### **15. Purchases and Equipment.**

Any purchase of equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**.

#### **16. Communication with Third Parties.**

The GLO and any other authorized federal agency or authority may initiate communications with Contractor and any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as necessary.

## **17. Dispute Resolution**

Contractor understands that for all subcontracts of \$250,000 or more, the Contractor must include terms to address dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

## **18. Procurement of Recovered Materials.**

To the extent applicable, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, to ensure maximum use of recovered/recycled materials per to 2 CFR 200.322, 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>.

## **19. False Statements or Claims.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Under penalties of 18 U.S.C. § 1001, the undersigned Contractor hereby declares that he/she has examined this Contract and Attachments, including without limitation, the Solicitation and Solicitation Response, and to the best of his/her knowledge and belief any statements, entries, or claims made by Contractor are, correct, accurate and complete.

## **20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.**

Contractor understands that:

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

## **21. Termination for Cause and Termination for Convenience**

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

## GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).

**NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

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## NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

### GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

**Guidance Documents:** 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs.

### CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

#### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

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); and

Federal Executive Order 11246, as amended;

#### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

#### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

#### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

#### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

### **AIR QUALITY**

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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## REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

**INSURANCE REQUIRED:**

**\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)**  
**\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)**  
**\$1 MILLION CSL AUTOMOBILE INSURANCE**  
**\$1 MILLION ERRORS AND OMISSIONS**  
**STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY**  
- \$1 MILLION EACH ACCIDENT  
- \$1 MILLION DISEASE EACH EMPLOYEE  
- \$1 MILLION DISEASE POLICY LIMIT  
**STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE**

**NOTE:** Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted the Subrecipient;
- (b) **prominently display "Subrecipient Contract No. XXXXXX"**
- (c) **Name the Subrecipient and** the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE**



Contract No. \*\*\*\*\*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

Required form of Insurance

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE