

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

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

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for improvements to Southbound SH 99 Frontage Road under 2020 Mobility Bond Project No. 20301 (hereinafter “Services”) pursuant to SOQ 14-025; and

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

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

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

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render the professional engineering services as described in Contractor’s proposal dated April 16, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

**Section 2. Personnel**

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

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

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

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one million five thousand three hundred seventy dollars and no/100 (\$1,005,370.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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

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

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

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of is one million five thousand three hundred seventy dollars and no/100 (\$1,005,370.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed is one million five thousand three hundred seventy dollars and no/100 (\$1,005,370.00).

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

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2025. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

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

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

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

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

### **Section 7. Termination**

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

#### **7.2 Termination for Default**

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

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

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

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

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

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

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

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time

of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

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

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

**Section 10. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during

or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

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

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

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

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

### **Section 14. Notices**

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

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

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

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

Contractor: Halff Associates, Inc.  
14800 St. Mary's Lane, Suite 160  
Houston, Texas 77079-2943

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

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

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

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

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

#### **Section 16. Standard of Care**

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

**Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

**Section 18. Applicable Law**

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

**Section 19. Successors and Assigns**

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

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

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

**Section 23. Captions**

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

**Section 24. Conflict**

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

**Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

**Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

HALFF ASSOCIATES, INC

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

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Barbier, P.E.  
Authorized Agent – Printed Name

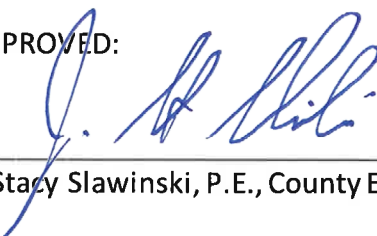
ATTEST:

\_\_\_\_\_  
Vice President  
Title

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

\_\_\_\_\_  
5/10/2021  
Date

APPROVED:

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

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

**AUDITOR'S CERTIFICATE**

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

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

# EXHIBIT A



April 16, 2021  
P43071

Fort Bend County Engineering  
301 Jackson St., 4th Floor  
Richmond, TX 77469

**Attn: Mr. Mark Dessens, P.E. (SPI)**

**Re: Proposal for Professional Engineering Services  
Southbound SH 99 Frontage Road  
From Bay Hill Boulevard to Cinco Ranch Boulevard**

Dear Mr. Dessens:

Halff Associates, Inc. (Halff) is pleased to present our proposal for Professional Engineering services for the SB SH 99 Frontage Road project in support of the 2020 Fort Bend County Mobility Bond Program. According to information previously provided, the base project length is approximately 3,500 LF of 2-lane frontage road between Bay Hill Boulevard and Cinco Ranch Boulevard. The section is expected to be continuously reinforced concrete pavement with curb and gutter. It is anticipated that the project will not include any proposed right-of-way and that the frontage road will fit between the SH 99 main lanes and existing ROW line. The existing cross culvert will be extended to the ROW line. It is expected that large concrete boxes will mitigate for existing roadside ditches, which will be filled with the proposed roadway section.

We have developed the attached scope of services and fee estimate based on discussions and the preliminary documents provided by Fort Bend County. The scope of services includes preliminary design, utility coordination, topographic survey, geotechnical investigation, final design, bid phase services, and limited construction phase services. This scope is further detailed in the attached scope of services document, Exhibit A. The total estimated fee for this scope of work is \$1,005,370.00, which is detailed in Exhibit B.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our continued association on this project will be mutually beneficial. Please feel free to contact me if you have any questions or comments concerning this matter.

Sincerely,  
**Halff Associates, Inc.**

A handwritten signature in black ink, appearing to read "Michael Barbier", is written over a light blue horizontal line.

Michael Barbier, PE  
Vice President  
Operations Manager, Houston

HALFF ASSOCIATES, INC.

14800 ST. MARY'S LANE, SUITE 160  
HOUSTON, TX 77079-2943

TEL (713) 588-2450  
FAX (713) 588-2488

WWW.HALFF.COM

**SCOPE OF SERVICES  
SOUTHBOUND SH 99 FRONTAGE ROAD  
From Bay Hill Boulevard to Cinco Ranch Boulevard  
EXHIBIT A  
SERVICES TO BE PROVIDED BY THE CONSULTANT**

The project will be divided into three categories:

1. Preliminary Design
2. Final Design
3. Bid and Construction Phase Services

The following is an outline of the services included in each category.

### **Preliminary Design**

The primary goals of preliminary design are to:

- a. Establish a typical cross section and cross sections in non-standard areas
- b. Determine drainage system needs (drainage report and/or preliminary roadway drainage design)
- c. Determine potential conflicts with existing facilities
- d. Identify critical path items
- e. Identify problem areas and potential resolutions
- f. Determine permit and regulatory requirements
- g. Prepare a construction cost estimate
- h. Prepare 30% schematic plan

### **100. Preliminary Roadway Design**

#### Preliminary Design Report (PER)

A Preliminary Engineering Report will be prepared for preliminary design. The purpose of the report is to document the goals stated above. The report will be a "Letter Report" for internal use by the County Engineer. The report will include as applicable: a narrative, applicable plans, a drainage report, a geotechnical report, and a construction cost estimate. Three copies of the report will be submitted for review. No technical presentations will be required. Upon preliminary review and approval of the PER, the Design Consultant and Project Manager will conduct a review meeting to include key County staff. It is intended that all approvals or change requirements will be given at this meeting.

#### 30% Schematic Plan

A roll-plot schematic plan will be prepared for the 30% submittal. The schematic will include all existing features (seen and unseen) shown in plan and profile, proposed improvements shown in plan and profile with minor annotation, and typical sections with both existing and proposed features. No 11"x17" plan sheets will be provided with the 30% submittal.

### Utility Coordination

Research to determine the existence and location of underground utilities (pipelines, duct banks, etc.) will be provided by the Surveying Consultant. Utility company signatures will not be required on completed drawings.

The Design Consultant and/or their Subconsultants will:

- Perform records research and field visits to determine the presence of underground or overhead private or public utilities
- Send records requests to utility companies to obtain ID numbers (CenterPoint and AT&T)
- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings
- Prepare a conflict table to highlight conflicts between existing utilities and proposed improvements. This table will be updated during the Final Design phase, as required
- Submit milestone-level drawings to applicable utility companies for their review

The County Project Manager will:

- Assist the Design Consultant in identifying major utilities, and providing contact information for various utilities, as needed
- Coordinate directly with utility companies to facilitate utility adjustments required by the proposed improvements
- Coordinate with utility companies during the Construction Phase, as required.

## **101. Drainage Study**

Existing Conditions Analysis - Evaluate existing drainage patterns and develop existing drainage area maps, peak discharges, and volumes as specified in the TxDOT criteria. The existing conditions analysis will focus on the area along SH99 between Bay Hill Boulevard and Cinco Ranch Boulevard. Specific tasks include the following:

- Delineate existing conditions drainage areas based on identified existing outfall locations and prepare an existing drainage area map.
- Develop existing conditions hydrologic parameters to calculate existing peak flow rates for the three storm events to be modeled.
- Develop an existing conditions hydraulic model of the existing roadside ditches using XP-SWMM to calculate existing water surface elevations and peak flow rates at key analysis locations to be used as a comparison for the impact analysis.

Conceptual Drainage - Identify and develop up to two (2) potential options for conceptual proposed conditions drainage (including conveyance and mitigation) and present/discuss with TxDOT and FBCDD. Specific tasks include the following:

- Identify potential outfalls for proposed conditions and assess their feasibility.
- Prepare a brief memorandum with exhibits for each option evaluated.
- Work with TxDOT to determine the preferred drainage option for further development.

Proposed Conditions Analysis - Perform a detailed analysis of the preferred drainage option after discussion with TxDOT and FBCDD. Analyze the impacts of the proposed roadway improvements on the drainage patterns and develop modeling to estimate proposed water surface elevations and peak flow rates for comparison to existing conditions. Specific tasks include the following:

- Delineate proposed drainage areas based on the proposed roadway improvements and preferred proposed conditions drainage concept.
- Develop proposed conditions hydrologic parameters to calculate proposed peak flow rates for the same storm events modeled for existing conditions.
- Determine preliminary storm sewer and/or ditch sizing for the design storm.
- Develop the appropriate proposed hydraulic model to evaluate the proposed drainage improvements. This could include an XP-SWMM model of a proposed storm sewer system and a modified version of the existing hydraulic model of the channel crossing based on proposed conditions.

Mitigation Evaluation - Determine the mitigation volume needed to ensure no adverse impact from the roadway improvements. Identify and evaluate potential locations where mitigation could be located. Specific tasks include the following:

- Estimate volume of detention needed to mitigate potential impacts.
- Use the proposed conditions hydraulic model to verify the required detention volume needed to demonstrate no adverse impact to surrounding properties and receiving waterways.
- Evaluate potential mitigation sites by considering multiple factors, including but not limited to hydraulic effectiveness, accessibility of roadway drainage, physical site constraints, ROW acquisition, and environmental factors. An attempt will be made to provide the required detention within the ROW; however, if additional ROW is needed, TxDOT and FBCDD will be consulted.
- Develop final recommendations for mitigation facilities locations and sizes.

Drainage Report - Prepare documentation of the drainage analysis including narrative, exhibits, and tabular data. Include information regarding the data collection, existing conditions, proposed conditions, and mitigation evaluation. Include cost estimates for options evaluated and recommendations. The drainage report shall be prepared in accordance with TxDOT requirements. Specific tasks include the following:

- Prepare a narrative detailing the assumptions, methodologies, findings, alternatives considered, and recommendations.

- Provide relevant exhibits showing the project location, drainage areas, current and proposed drainage patterns, mitigation locations evaluated, and overland flow characteristics.
- Include tabular data including parameter development, runoff and volume calculations, and ditch capacity. Mitigation volume calculations will also be included.
- The report will be signed and sealed by an engineer and will be reviewed and approved by FBCDD and TxDOT.

Additional Existing Analysis Tasks (OPTIONAL) - There is an existing channel that crosses the SH 99 main lanes and is assumed to be the primary outfall location for the frontage road project. It is understood that there is a current H&H study being performed for main lane roadway improvements in the vicinity of this project that would likely include the analysis of the existing channel. The goal is to request the H&H study, including report and models, to be leveraged as part of this project and provide a foundation for the existing conditions analysis of the primary outfall channel. If this H&H study information is not available, additional effort would be required to complete an existing conditions analysis of the outfall channel. Specific tasks include the following:

- Delineate existing conditions drainage areas based on identified existing outfall locations and prepare an existing drainage area map.
- Develop existing conditions hydrologic parameters to calculate existing peak flow rates for the three storm events to be modeled.
- Develop an existing conditions hydraulic model of the existing tributary to the Willow Fork of Buffalo Bayou (T100-00-00) using HEC-RAS to calculate existing water surface elevations and peak flow rates. The model extents should extend to limits necessary to provide peak flow and water surface elevation information upstream and downstream of the proposed frontage road channel crossing as well as to incorporate an appropriate tailwater condition.

## **102. Survey (Weisser Engineering & Surveying)**

### Existing Right of Way Mapping (Cat. 1B; Cond. II)

- Perform abstract survey; obtain deeds of records, and plats for Grand Parkway (SH 99) right-of-way, streets intersecting Grand Parkway (SH 99) and tracts of land adjoining Grand Parkway (SH 99).
- Establish the existing right-of-way of Grand Parkway (SH 99).
- Prepare existing Right-of-Way Map of the Project certifying to a Cat. 1B, Cond. II Right-of-Way Survey to be delivered in PDF format.
- Prepare Survey Control Sheet(s) for the project to be delivered in PDF format.

### Topographic Surveying for Grand Parkway (SH 99) Southbound Frontage Road and Intersecting Roadways (Cat 6; Cond. II)

The Surveyor will provide the following within the surveying limits:

- Utilize horizontal and vertical project control established and provided by Texas Department of Transportation.
- For the roadway and ditches, obtain cross-sections at 100-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the proposed right-of-way lines where accessible. Identify locations and elevations of physical features to include buildings, fences, walls, trees, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drainpipe, etc. Horizontally and vertically locate available existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps, plans, and marked by “One Call” within the project limits, flow line elevations, sizes, material types and directions of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures.
- The Surveyor will coordinate with pipeline companies, municipal utility districts (MUDs), homeowner’s associations (HOA’s), Fort Bend County, and private utility agencies to obtain locations of available existing utilities and depths of existing pipelines and provide Level B Subsurface Utility Surveying.
- Survey geotechnical bore hole locations as indicated by Client and provide information to Client in an approved digital format.
- Prepare existing Topographic Survey Map of the Project certifying to a Cat. 6, Cond. II Topographic Survey to be delivered in PDF format.
- The 3D topographical survey base map and digital terrain model (DTM), surface triangular irregular network (TIN) will be created and delivered for the existing roadway using Geopak and MicroStation.

#### Subsurface Utility Engineering (Level B) Utility/Pipeline Investigations

The Surveyor shall perform such investigations, research, and other activities necessary to identify any potential utility/pipeline conflicts with the Project, including but not limited to:

- Locating and identifying available existing utilities/pipelines including casings and vent pipes within the existing and proposed rights-of-way, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others, and providing Subsurface Utility Engineering Level B effort to locate all available subsurface utilities within the existing and proposed right-of-way.
- Level B – Two dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating”, this quality level provides the horizontal position of subsurface utilities within approximately one foot.

### Project Control for Construction

- Recover or reestablish project control referenced to the project baseline for construction.
- Recover or reestablish monumentation on project baseline at the beginning, end, street intersections, angle points, beginning of curves, end of curves, and at 1,000-foot intervals in between.

### **103. Geotechnical Investigation (The Murillo Company)**

The objective of the Geotechnical Investigation will be to evaluate the subsurface conditions and develop recommendations for storm sewer, foundation and pavement design. The following services are provided in the investigation:

- Field exploration will consist of two (2) core borings to a depth of eighty (80) feet and seven (7) to a depth of thirty (30) feet at locations to be determined by the geotechnical engineer.
- A laboratory testing program will be planned to determine the physical and strength properties of the foundation soils, and will include Slope Stability, Embankment, CU Triaxial, Consolidation, Atterberg Limits, Hydrometer, UC test, Moisture test, and Piezometers placed to record water table data at 24 hours, 48 hours, 7 days, and 28 days.
- An engineering analysis will be made of the field and laboratory data and presented in an Engineering Report.

### **104. Environmental Investigations (BIO-WEST, Inc.)**

#### Waters of the U.S. Delineation

Evaluate the project site for the presence of potential jurisdictional waters of the U.S., including wetlands, and other waterbodies as defined in Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers & Harbors Act (RHA).

- The findings derived from the delineation effort will document the presence (or absence) and location of Section 404 and Section 10 waters within the project site; this is a critical first step in the permitting process.
- If such resources are present, the delineation will provide details which can aid in (1) planning in support of avoidance and minimization efforts and (2) estimation and quantification of unavoidable project impacts as permitting below.

#### Threatened & Endangered Species & Critical Habitat Assessment

Assess the presence or absence of both state- and federally-listed threatened and endangered species and their critical habitat within the project site.

#### Cultural Resource Desktop and Limited Pedestrian Surveys

A local and reputable archeological consultant to conduct a cultural resources survey of the project site in compliance with Section 106 of the National Historical Preservation Act (NHPA) and Texas Historical Commission (THC) standards.

- This task only proposes to identify and delineate existing cultural resources on the project site and represents the first step in any potential permitting process.
- Additional evaluations, although not initially required, may be necessary to determine if these sites are eligible under National Register of Historic Places (NRHP).

#### Project Management and Agency Coordination

The Environmental consultant will act as the environmental liaison for the project in discussions with Texas Department of Transportation (TxDOT). The project will be required to be reviewed by TxDOT and most likely will be required to adhere to TxDOT environmental regulations, potentially including a Categorical Exclusion (CE) or Environmental Assessment (EA).

#### USACE Permitting

The Environmental consultant will initiate the project permitting process by first scheduling and performing all necessary field resource studies during initial tasks.

- Permitting for this project can include but is not limited to a USACE NWP 14 – Linear Transportation under Section 404 of the Clean Water Act (CWA).
- Given the scope of the project, The Environmental consultant assumes that an NWP will cover proposed impacts to any jurisdictional waters of the U.S. delineated within the project site. If an Individual Permit is required, a new scope of work will be negotiated, including an additional fee.
- The Environmental consultant will prepare necessary permit applications and supporting technical reports for the corresponding agencies. The Environmental consultant's Senior Project Manager will corespond with the permitting agency as an authorized agent of Fort Bend County throughout the permit review and approval process.
- The Environmental consultant will also coordinate with the appropriate agencies (USFWS, TPWD, THC, etc.) regarding the results of field surveys. The Environmental consultant assumes that no permits will be required for these agencies.

#### TxDOT Categorical Exclusion

The Environmental consultant will draft a CE pursuant to TxDOT Environmental guidelines. The Environmental consultant will prepare all necessary documentation, coordinate with TxDOT, and submit all required paperwork. The NWP 14 may have to be submitted to the USACE for compliance purposes, depending upon TxDOT requirements.

#### COMPENSATION

All preliminary design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis by task. Major tasks of preliminary design (design, drainage, survey, etc.) will be itemized in invoices.

## **Final Design**

The design consultant will prepare construction drawings and specifications. Interim submittals will be made at 60% and 90% completion, and will include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

Applicable design criteria, in order of priority, (1) TxDOT design criteria/standards, (2) Fort Bend County Engineering or Drainage District criteria/standards, (3) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (4) Guidelines for Engineers Having Contracts with Harris County, Texas (Harris County Infrastructure department, 1987), and (5) the Infrastructure Design Manual (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). Municipalities contributing funds to the project may review the submittals.

### **200. Final Roadway Design**

#### 60 Percent Submittal

The 60% submittal should include the following:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
- Typical and non-standard cross sections (not-to-scale, proposed sections with station limits for each section; show pavement and subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- Survey control map
- Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
- Plan and profile sheets (1"=100' plan scale on 11"x17" paper); all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 60%)
- Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
- Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details)
- Tree Mitigation Plan
- Specification table of contents
- Bid form with estimated unit and total costs (spreadsheet based)

The Consultant will coordinate submittal requirements (physical copies vs digital submittal) prior to the submittal.

### 90 Percent Submittal

The 90% submittal should be considered complete with interim seal, and shall include all the 60% requirements plus the following:

- General notes sheet
- Verify earthwork quantities with cross sections at 100-foot intervals
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Responses to 60% comments

The Consultant will coordinate submittal requirements (physical copies vs digital submittal) prior to the submittal.

### 100 Percent Submittal

The 100% design submittal shall consist of one 11"x17" sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate sent to the Project manager. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

### Update Drainage Analysis and Report

The tasks required to update the drainage analysis are as follows:

- Finalize the propose drainage area maps based on final roadway improvements.
- Update the proposed conditions hydrology based on final drainage areas and impervious cover.
- Finalize the mitigation volumes required based on the final roadway.
- Update hydraulic modeling as needed based on final roadway design.
- Update design calculations for ditches, pipes/culverts, and outfalls based on final design grading.
- Confirm no negative impacts due to proposed improvements.
- Provide HGL information for all plan and profile sheets based on model results.
- Provide relevant drainage calculation tables and notes on plan sheets.

The tasks required to update the drainage report are as follows:

- Revise the study drainage report to prepare a final design drainage report for submittal to the FBCDD and TxDOT.
- Prepare a design memorandum detailing updates and changes between the original study phase drainage report and the final design drainage report.
- Revise any existing corresponding exhibits, tabular data, and appendices and prepare new supporting documentation as needed.

## Structural

Bridge Class Cross-Culvert Extension and Headwall – The existing box culverts below the SH 99 main lanes and ramp will be extended to outside of the proposed pavement limits. Structural design and construction documents will include the following:

- Layout sheet
- Detail sheets, as required.

Retaining Walls – Due to limited right-of-way, it is anticipated that retaining walls may be required between the SH 99 main lanes and the proposed frontage road. Structural design and construction documents will include the following:

- Plan and Profile sheets
- Retaining Wall details

Structural assumptions:

- Maximum wall height of 5'
- Maximum length of 1,500 LF
- Wall types: MSE and CIP.
- No calculation submittal package will be provided.
- Additional site drainage structures, including civil structures and junction boxes are excluded from this scope. If non-standard structures are required, this can be added for an additional scope and fee.
- As-built drawings will not be provided.

## COMPENSATION

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

## **Bid and Construction Phase Services**

### **300. Bid and Construction Phase Services**

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the design consultant in PDF format. The Design Consultant will prepare a single project manual file in PDF format, consisting of:

- Administrative documents
- The bid form (prepared by the design consultant)
- A sealed specification table of contents
- Applicable specifications and documents

The Design Consultant will prepare a single file in PDF format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

The Design Consultant will prepare compact discs, each with one project manual file and one drawing file. Of these, two discs will be provided to the County's Project Manager, and 25 compact discs (or as directed by Fort Bend County) will be delivered to the County Purchasing Agent for advertising. Printed documents are not required.

The Design Consultant will attend a pre-bid meeting at the County Purchasing Office. It is not necessary to prepare for the meeting, other than to be able to briefly describe the project.

The Purchasing Agent will forward bidder questions to the Design Consultant. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the Design Consultant, if necessary. The Purchasing Agent will distribute the addendum.

After the bid, the County's Project Manager will prepare a bid tabulation and provide a copy to the design consultant for filing.

The Design Consultant will attend a pre-construction meeting with the County, Project Manager, general contractor, and construction materials testing contractor. Prior to the meeting, the Project Manager will inform the Design Consultant of how many drawing and project manual sets are required, and the Design Consultant will provide these documents at the pre-construction meeting.

The Design Consultant will be responsible for reviewing contractor submittals and responding to Requests for Information.

Field visits and progress meetings will not be required unless requested by the County.

The Design Consultant will participate in a substantial completion walkthrough.

After project completion, the Design Consultant will prepare record drawings based on contractor as-built markups. The record drawings may be printed on paper and delivered to the County.

#### COMPENSATION

All bid and construction phase services will be paid on a time-and-materials basis. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at maximum billing rates agreed to by the County and the design consultant.

### **Optional Additional Services**

#### **400. Survey – ROW Parcels (Weisser Engineering & Surveying)**

Parcel surveys (Cat. 1A; Cond. II) will be provided for up to five (5) parcels. ROW acquisition survey will include:

- This additional service will be utilized if any there are any ROW acquisitions.

- Prepare metes and bounds descriptions in accordance with Fort Bend County guidelines for property acquisition and add parcels to the existing right-of-way maps.
- These documents will be submitted separately from other design documents and will be paid for, as needed, on a per-parcel basis.

**401. Survey – Subsurface Utility Engineering (Level A) Pothole Investigation (Weisser Engineering & Surveying)**

Precise vertical and horizontal location of subsurface utilities obtained by exposure and subsequent measurement, usually at a specific point. Information provides the highest level of accuracy presently available. When surveyed and mapped, precise plan and profile information is available for use in making final design decisions. The use of nondestructive digging equipment, particularly vacuum excavation, eliminates damage to underground utility facilities traditionally caused by backhoes.

- This additional service will be utilized if the survey research of the pipeline determines that the pipe may be a conflict with proposed features.
- If this item is necessary, it will be paid for according to the listed costs provided in the Surveying consultant Fee Estimate. A minimum of \$5,000 of excavation must be met to cover the cost of excavation equipment.

**402. Environmental – Phase I Environmental Site Assessment (BIO-WEST, Inc.)**

The purpose of the assessment is to identify potential environmental concerns in accordance with the requirements of the Standards and Practices for All Appropriate Inquiries, Final Rule 40 CFR Part 312; American Society for Testing and Materials (ASTM) Practice E1527-13.

- This additional service will be utilized if determined necessary through agency coordination.

**403. Environmental – TxDOT Environmental Assessment (BIO-WEST, Inc.)**

The Environmental consultant will draft an EA pursuant to TxDOT Environmental guidelines. The Environmental consultant will prepare all necessary documentation and coordinate with TxDOT. Once all reports and geospatial data is submitted to TxDOT, the Environmental consultant will continue to manage the project and answer any questions or provide information requested by TxDOT.

- This additional service will be utilized once fieldwork is complete, if determined necessary through agency coordination.
- If Environmental Assessment is determined necessary, instead of a Categorical Exclusion, this task will be the additional funds required.

**404. Environmental – Public Involvement and Meeting (BIO-WEST, Inc.)**

Projects similar in scope, size, and location to this project generally do not require public involvement or meetings, as the potential for controversy or disproportionate impacts to various socioeconomic groups is relatively low. However, TXDOT review of the project and associated environmental documents will determine the

need for and extent of public involvement. This could include mailers, public notices, open house or presentation style meetings, or meetings with elected officials.

Based on current TxDOT guidance, the most likely scenario for public involvement is an open house style meeting with affected parties. If required by TxDOT, the Environmental consultant can lead the effort or co-cost with the Consultant. It is assumed that the meeting building will be owned, operated, or accessible through Fort Bend County, reducing or eliminating rental fees.

- This additional service will be utilized if determined necessary through agency coordination.

#### **405. Services as Required by TxDOT related to Noise (Halff & BIO-WEST, Inc.)**

The Environmental consultant will coordinate with Halff, Fort Bend County, and TXDOT to determine if additional environmental studies, specifically related to a Noise Study or an Amended Noise Study, need to be conducted. If a Noise Study is required by TXDOT, the Environmental consultant will work with Halff to coordinate the following:

- Conduct a noise survey
- Coordinate public outreach with potential affected parties
- Plan and co-host one (1) noise workshop
- Prepare for one (1) public meeting specifically related to noise

#### **COMPENSATION**

Unless otherwise noted, all optional additional services will be paid in a lump-sum fee, billed monthly on a percent complete basis by task. For tasks billed on a time-and-materials basis, monthly billing will include a breakdown of hours spent and reimbursable expenses.

#### **Assumptions and Exclusions:**

1. Assume no proposed right-of-way along Cinco Ranch High School driveway.
2. Assume concrete box storm sewer below the road will mitigate for the proposed frontage road pavement and replace the volume from existing roadside ditches.
3. Assume no detention pond(s) design required.
4. Ramp reversals from/to the SH 99 main lanes are excluded.
5. Assume no modifications to the SH 99 main lanes pavement.
6. Assume no improvements to the existing intersections at Bay Hill Boulevard and Cinco Ranch Boulevard.
7. Traffic engineering study/report or design are excluded.
8. Utility design (all except for stormwater) are excluded.
9. Assume that the three known pipeline crossings will have no conflicts with the proposed infrastructure.
10. FBC Project Manager will perform coordination/negotiations with adjacent property owners.

11. Construction staking and improvement survey (as-built) once project is complete is excluded.
12. Illumination Plans are excluded.
13. Small roadside signs are the only proposed signage included in this scope. All large signs or new/special sign designs are excluded.
14. Assume that the TxDOT SH 99 main lanes project will coordinate the proposed overhead signage with this project. Relocating large signage that will conflict with the frontage road are excluded.
15. Owner requested field/design changes during construction that are not as a result of design error or omission are excluded.
16. Landscaping, irrigation or hardscape design are excluded.
17. Temporary storm sewer plans are excluded.
18. Sound walls identified in the SH 99 main lanes schematic are excluded from this scope.

**COMPENSATION FOR PROFESSIONAL SERVICES  
SOUTHBOUND SH 99 FRONTAGE ROAD  
From Bay Hill Boulevard to Cinco Ranch Boulevard  
EXHIBIT B**

**BASIC SERVICES**

<b>100 Preliminary Roadway Design - LS</b>		<b>\$129,220.00</b>
<b>101 Drainage Study - LS</b>		<b>\$150,440.00</b>
Drainage Analysis	\$86,480.00	
Drainage Report	\$19,460.00	
Additional Existing Conditions	\$44,500.00	
<b>102 Survey - LS</b>		<b>\$63,880.00</b>
<b>103 Geotechnical Investigation - LS</b>		<b>\$76,450.00</b>
<b>104 Environmental Investigations - LS</b>		<b>\$66,605.00</b>
Water of the U.S. Delineation	\$7,150.00	
T&E Species and Critical Habitat Assessment	\$1,320.00	
Cultural Resource Desktop and Limited Pedestrian Surveys	\$11,550.00	
Project Management and Agency Coordination	\$8,635.00	
USACE Permitting	\$13,200.00	
TxDOT Categorical Exclusion	\$24,750.00	
<b>200 Final Roadway Design - LS</b>		<b>\$345,205.00</b>
<b>300 Bid and Construction Phase Services - T&amp;M</b>		<b>\$50,000.00</b>

**SUBTOTAL BASIC SERVICES: \$881,800.00**

**OPTIONAL ADDITIONAL SERVICES**

<b>400 Survey - ROW Parcels (Max: 5 Parcels @ \$1,650) - T&amp;M</b>		<b>\$8,250.00</b>
<b>401 Survey - SUE (Level A) Pothole Investigation (Max: 2 holes @ 20' Depth) - T&amp;M</b>		<b>\$17,270.00</b>
<b>402 Environmental - Phase I Environmental Site Assessment - LS</b>		<b>\$5,500.00</b>
<b>403 Environmental - TxDOT Environmental Assessment (Fee difference: CE to EA) - LS</b>		<b>\$14,300.00</b>
<b>404 Environmental - Public Involvement and Meeting - LS</b>		<b>\$14,250.00</b>
<b>405 Services as Required by TxDOT related to Noise - LS</b>		<b>\$64,000.00</b>

**TOTAL SERVICES (BASIC & OPTIONAL): \$1,005,370.00**