

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 Cobb, Fendley & 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 a proposed right-turn lane along the West Bellfort westbound traffic lanes approaching SH 99 (Grand Parkway) northbound frontage road under 2020 Mobility Bond Project No. 20403 (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 May 4, 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 ninety-nine thousand nine hundred ninety-five dollars and no/100 (\$99,995.00) 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 ninety-nine thousand nine hundred ninety-five dollars and no/100 (\$99,995.00) 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 ninety-nine thousand nine hundred ninety-five dollars and no/100 (\$99,995.00).

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, 1st Floor
Richmond, Texas 77469

Contractor: Cobb, Fendley & Associates, Inc.
13430 Northwest Fwy, Suite 1100
Houston, Texas 77040

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

COBB, FENDLEY & ASSOCIATES, INC

KP George, County Judge



Authorized Agent – Signature

Date

Charles M. Eastland, P.E.

Authorized Agent – Printed Name
Executive Vice President

ATTEST:

Title

Laura Richard, County Clerk

6/14/2021

Date

APPROVED:



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

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

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EXHIBIT A



May 4, 2021

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
C/O Mr. Robert McBride, P.E.
LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703

Re: Proposal for a proposed Right-Turn-Lane
along West Belfort Street WB lanes onto SH 99 NBFRD
Fort Bend County Mobility Bond Project #20403

Dear Mr. Slawinski:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal to Fort Bend County in connection with a proposed right-turn-lane along the W. Belfort WB traffic lanes approaching SH 99 (Grand Parkway) northbound frontage road; Mobility Bond Program Project No. 20403 for PCT 4 of Fort Bend County, Texas.

The project limits are from the intersection of Meadow Ranch Parkway to the SH 99 NBFRD approximately 700-ft in length.

Scope of Services

The proposed scope is comprised of Preliminary engineering report (PER), final design, bidding, and construction phase services. The deliverables will include construction Plans, Specifications, and Estimate (PS&E) package. Enclosed are Cobb, Fendley & Associates, Inc. (CobbFendley) consultant team proposed budget, manpower, and direct expense breakdown and scope of services for completing preliminary engineering report (PER), final design, geotechnical and surveying services for the above referenced project.

CobbFendley proposed budget for the referenced project as follow:

Basic Services

Phase I - Preliminary Design Services (Lump-Sum).....	\$ 22,806
Phase II- Final Design Services (Lump-Sum).....	\$ 44,409
Phase III – Construction Phase Services (Lump-Sum).....	\$ 15,000

Subtotal Basic Services Fee	\$ 82,215
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Additional Services

Geotechnical Investigation (Ninio & Moore).....	\$ 6,200
Topographical Surveying (Weisser).....	\$ 10,225

Subtotal Additional Services Fee	\$ 16,425
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Reimbursable Direct Expenses

Direct Expenses.....	\$ 1,355
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Subtotal Reimbursable Direct Expenses	\$ 1,355
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TOTAL FEE REQUESTED FOR COMPLETION OF PROJECT	\$ 99,995
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We respectfully request a total budget of \$99,995.00 for the abovementioned professional services. Detailed scope of services and the level of effort for the basic services, additional services, and reimbursable expenses are attached. Also attached are the proposals from subconsultants for the surveying, and geotechnical services.

Additional Services (to be provided upon Client authorization)

CobbFendley will perform additional services if required based on an hourly basis mutually agreed upon by Fort Bend County and CobbFendley by written authorization.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and Cobb Fendley shall have no responsibility to perform any of these services.

1. Fees for Fort Bend County and TCEQ review applications and project advertising.
2. Drainage study report or drainage Impact Analysis.
3. Traffic Impact Analysis (TIA) and/or traffic signal design.
4. Performing environmental testing or environmental assessment of any kind.
5. Develop LOMR/CLOMR or Coordination with FEMA.
6. Any other services not specifically included within the description of the Basic and Additional Services as described above.

SPECIAL PROVISIONS

Cobb Fendley will perform only such Additional Services, as are specifically agreed to in writing by Client and Cobb Fendley. Charges for additional services will be in accordance with the attached rate schedule. A copy of the *General Terms and Conditions of the Authorization for Professional Services* is attached and constitutes a part of this agreement.

SCHEDULE OF SERVICES

Cobb Fendley will begin work on this project immediately upon receipt of Client's signature on this Authorization. Cobb Fendley will use reasonable efforts to complete the proposed design work within 120 days of its receipt of written authorization to commence services.

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services to your firm is appreciated and we look forward to serving you on this project.

We appreciate the opportunity to submit this proposal and look forward to working with Fort Bend County throughout the remainder of this project. If you have any questions or require any additional information, I can be reached at 713-462-3242.

This proposal accepted by:

COBBFENDLEY

A handwritten signature in blue ink that reads "Mahmoud Salehi".

Mahmoud Salehi, P.E.

**FORT BEND COUNTY
ENGINEERING DEPARTMENT**

Signature Principal

Print Name

Title

Date of Authorization

Attachments

Fee Summary
2020 Fort Bend County Mobility Program
W. Belfort Right Turn Lane Approaching SH 99 NBFRD
Fort Bend County Project No. 20403

Sponsor: Fort Bend County

Description: Adding right turn lane along WB W. Belfort onto NB SH99 NBFRD

Date: 05/04/2021

Basic Services

Phase I PER (Lump-Sum)	\$	22,806
Phase II Final Design (Lump-Sum)	\$	44,409
Phases III Construction Phase Services (Lump-Sum)	\$	15,000
Subtotal Phases I & II (PER & Final Design)	\$	82,215

Additional Services

Topo Survey (WEISSER) (Lump-Sum)	\$	10,225
Geotechnical Investigation (Ninio & Moore)(Lump-Sum)	\$	6,200
Subtotal Additional Services	\$	16,425

Reimbursables

Reimbursable Expenses	\$	1,355
Subtotal Reimbursable Expenses	\$	1,355

PROJECT GRAND TOTAL	\$	99,995
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Cobb Fendley Fee Summary
2020 Fort Bend County Mobility Program
W. Belfort Right Turn Lane Approaching SH 99 NBFRD
Sponsor: Fort Bend County
Date: 05/04/2021

OVERALL BASIC SERVICES				
Classification	Hours	Rate	Labor Cost	
Principal	12	\$299.00	\$3,588.00	
Project Manager	55	\$278.00	\$15,178.80	
Senior Hydrologist Engineer	3	\$242.00	\$726.00	
Project Engineer III	19	\$227.00	\$4,313.00	
Project Engineer I	104	\$175.00	\$18,200.00	
Senior Technician	94	\$170.00	\$15,980.00	
CAD Operator	69	\$129.00	\$8,901.00	
RPLS	0	\$216.00	\$0.00	
3-Man Crew	0	\$175.00	\$0.00	
Survey Tech I	0	\$129.00	\$0.00	
Utility Specialist	0	\$170.00	\$0.00	
Clerical	4	\$82.00	\$328.00	
Total Labor	360		\$67,214.80	

SUBTOTAL CFA BASIC SERVICES PHASE I&II **\$67,214.80**

PER (PHASE I)				
Classification	Hours	Rate	Labor Cost	
Principal	4	\$299.00	\$1,196.00	
Project Manager	20	\$278.00	\$5,615.60	
Senior Hydrologist Engineer	3	\$242.00	\$726.00	
Project Engineer III	8	\$227.00	\$1,816.00	
Project Engineer I	36	\$175.00	\$6,300.00	
Senior Technician	28	\$170.00	\$4,760.00	
CAD Operator	16	\$129.00	\$2,064.00	
RPLS	0	\$216.00	\$0.00	
3-Man Crew	0	\$175.00	\$0.00	
Survey Tech I	0	\$129.00	\$0.00	
Utility Specialist	0	\$170.00	\$0.00	
Clerical	4	\$82.00	\$328.00	
Total Labor	119		\$22,805.60	

SUBTOTAL CFA PHASE I PER **\$22,805.60**

FINAL DESIGN SERVICES (PHASE II) INCLUDING BIDDING				
Classification	Hours	Rate	Labor Cost	
Principal	8	\$299.00	\$2,392.00	
Project Manager	34	\$278.00	\$9,563.20	
Senior Hydrologist Engineer	0	\$242.00	\$0.00	
Project Engineer III	11	\$227.00	\$2,497.00	
Project Engineer I	68	\$175.00	\$11,900.00	
Senior Technician	66	\$170.00	\$11,220.00	
CAD Operator	53	\$129.00	\$6,837.00	
RPLS	0	\$216.00	\$0.00	
3-Man Crew	0	\$175.00	\$0.00	
Survey Tech I	0	\$129.00	\$0.00	
Utility Specialist	0	\$170.00	\$0.00	
Clerical	0	\$82.00	\$0.00	
Total Labor	240		\$44,409.20	

SUBTOTAL CFA PHASE II DESIGN SERVICES **\$44,409.20**

2020 Fort Bend County Mobility Program

Fort Bend County Project No. 20403

Sponsor: Fort Bend County

W. Belfort Right Turn Lane Approaching SH 99 NBFRD

Consultant: Cobb, Fendley & Associates, Inc.

Manhour Estimate													
Task	Principal	Project Manager	Senior Hydrologist Engineer	Project Engineer III	Project Engineer I	Senior Technician	CAD Operator	RPLS	3-Man Crew	Survey Tech I	Utility Specialist	Clerical	Total Hours
Project Management													
Project kick-off meeting (1)	0	2	0	0	2	0	0	0	0	0	0	0	4
Attended status meetings (4)	0	2	0	0	2	0	0	0	0	0	0	0	4
Prepare invoice (monthly) (4)	0	4	0	0	0	0	0	0	0	0	0	0	4
Project coordination (project staff & subs)	0	8	0	0	16	0	0	0	0	0	0	0	24
Total Project Management*	0	16	0	0	20	0	0	0	0	0	0	0	36
* THE PROJECT MANAGEMENT HOURS ARE DISTRIBUTED AT 20% TOWARDS EACH SUBMITTAL PHASES													
PRELIMINARY ENGINEERING REPORT - PER (30%)													
Data collection	0	1	0	0	2	0	0	0	0	0	0	0	3
Conduct field visits	0	2	0	0	2	0	0	0	0	0	0	0	4
Meetings/Coordination with FBC Drainage District and affiliated managing consultants	0	2	0	0	2	0	0	0	0	0	0	0	4
Determine Existing Condition drainage areas and create drainage area map	0	1	1	0	2	4	0	0	0	0	0	0	8
Analyze conveyance capacity of existing condition to determine existing HGL (static model - Excel or WinStorm Calculations)	0	0	1	2	4	0	0	0	0	0	0	0	7
Determine Proposed Condition drainage areas and create drainage area map - include 150' under	0	1	1	2	4	0	0	0	0	0	0	0	8
Create proposed condition drainage systems to convey design storm using FBCDD drainage criteria	0	1	0	1	1	4	0	0	0	0	0	0	7
Typical sections	0	1	0	0	0	1	2	0	0	0	0	0	4
Horiz/Vert alignments	0	1	0	0	1	4	0	0	0	0	0	0	6
Schematic Layout/ 30% Plan production	0	1	0	0	1	4	8	0	0	0	0	0	14
Cross sections	0	0	0	0	2	4	0	0	0	0	0	0	6
Limited Traffic Engineering (TCP phasing)	0	0	0	1	2	0	4	0	0	0	0	0	7
Utility research, Public & Private Utility coordination, adjustment, relocation	0	1	0	2	2	0	0	0	0	0	0	0	5
Construction cost estimate	0	1	0	0	2	2	0	0	0	0	0	0	5
Compile the Updated Report/Exhibits/Charts	0	4	0	0	4	4	4	0	0	0	0	4	20
QA/QC	4	0	0	0	0	0	0	0	0	0	0	0	4
Subtotal PER/30% Submittal	4	20	3	8	36	28	16	0	0	0	0	4	119
Final Design - 70% submittal													
Refine horizontal alignments	0	2	0	0	1	0	1	0	0	0	0	0	4
Drainage design, Drainage Area Map	0	1	0	0	2	4	4	0	0	0	0	0	11
Utility research, adjustment, relocation	0	0	0	0	2	4	0	0	0	0	0	0	6
Cover sheet/Index Sheet (2 Sheets)	0	0	0	0	0	0	4	0	0	0	0	0	4
Typical sections (1 Sheets)	0	0	0	0	1	1	1	0	0	0	0	0	3
Layout sheet (1 Sheets)	0	0	0	0	0	1	1	0	0	0	0	0	2
Plan & profiles sheets Street(3) (Roadway)	0	3	0	0	4	8	8	0	0	0	0	0	23
Traffic control plan	0	1	0	0	1	4	4	0	0	0	0	0	10

Task	Principal	Project Manager	Senior Hydrologist Engineer	Project Engineer III	Project Engineer I	Senior Technician	CAD Operator	RPLS	3-Man Crew	Survey Tech I	Utility Specialist	Clerical	Total Hours
Cross sections	0	0	0	0	1	4	0	0	0	0	0	0	5
Signing & Pavement Marking	0	0	0	0	1	4	0	0	0	0	0	0	5
Misc. Details	0	1	0	0	1	2	2	0	0	0	0	0	6
Quantities	0	0	0	0	2	2	0	0	0	0	0	0	4
Cost Estimates	0	1	0	0	4	0	0	0	0	0	0	0	5
QA/QC	2	0	0	0	0	0	0	0	0	0	0	0	2
Subtotal 70% Submittal	2	12	0	0	24	34	25	0	0	0	0	0	90

Final Design - 95% submittal													
Refine hor/vert alignments	0	1	0	0	0	1	1	0	0	0	0	0	4
Drainage design, Drainage Area Map	0	1	0	1	2	0	4	0	0	0	0	0	8
Utility research, adjustment, relocation	0	0	0	0	1	4	0	0	0	0	0	0	5
Cover sheet/Index Sheet (2 Sheets)	0	0	0	0	0	0	4	0	0	0	0	0	4
Typical sections (1 Sheets)	0	0	0	0	0	0	1	0	0	0	0	0	1
Layout sheet (1 Sheets)	0	0	0	0	0	1	1	0	0	0	0	0	2
Plan & profiles sheets Street(3) (Roadway)	0	1	0	1	2	4	8	0	0	0	0	0	16
Traffic control plan	0	1	0	1	1	4	3	0	0	0	0	0	10
Cross sections	0	0	0	0	1	4	0	0	0	0	0	0	5
Signing & Pavement Marking	0	0	0	1	1	4	0	0	0	0	0	0	6
Misc. Details	0	0	0	0	1	0	2	0	0	0	0	0	3
Quantities	0	0	0	0	2	2	0	0	0	0	0	0	4
Cost Estimates	0	1	0	0	4	0	0	0	0	0	0	0	5
QA/QC	2	0	0	0	0	0	0	0	0	0	0	0	2
Subtotal 95% Design Phase Submittal	2	8	0	4	20	24	24	0	0	0	0	0	75

Bid-Ready 100% - Final Submittal													
Plan & profiles (Roadway)	0	1	0	0	2	0	0	0	0	0	0	0	3
Agency approvals (RBC Drainage District)	0	0	0	0	2	0	0	0	0	0	0	0	2
Quantities	0	1	0	0	4	4	0	0	0	0	0	0	9
Cost Estimates	0	1	0	0	4	4	0	0	0	0	0	0	9
Prepare complete project manual (specs, bid forms)	0	4	0	4	4	0	0	0	0	0	0	0	12
100% Sign & Sealed Bid ready Package	0	1	0	1	0	0	4	0	0	0	0	0	6
QA/QC	4	0	0	0	0	0	0	0	0	0	0	0	4
Subtotal 100% Bid Ready Plans - Final Submittal	4	8	0	5	16	8	4	0	0	0	0	0	45

Contract/Bidding													
Attend Pre-Bid & Pre-Con Meeting	0	2	0	0	2	0	0	0	0	0	0	0	4
Questions & Addenda	0	2	0	2	4	0	0	0	0	0	0	0	8
Tabulation & Recommendation of Bid	0	2	0	0	2	0	0	0	0	0	0	0	4
Subtotal Contract/Bid	0	6	0	2	8	0	0	0	0	0	0	0	16
Subtotal Phase II Design Phase & Contract/Bidding	8	34	0	11	68	66	53	0	0	0	0	0	240
TOTAL HOURS PER, FINAL DESIGN & BIDDING	12	55	3	19	104	94	69	0	0	0	0	4	360

2020 Fort Bend County Mobility Program

Fort Bend County Project No. 20403

Sponsor: Fort Bend County

W. Belfort Right Turn Lane Approaching SH 99 NBFRD

Consultant: Cobb, Fendley & Associates, Inc.

Expense Estimate						
Task	Deliveries	Miles	Mileage (\$0.56 per	Reproduction	Review Fees	Total Cost
Project Management						
Project kick-off meeting (1)	\$0		\$0	\$0	\$0	\$0
Attend status meetings (6)	\$0	150	\$84	\$0	\$0	\$84
Prepare invoice (monthly) (12)	\$0		\$0	\$0	\$0	\$0
Update project status (12)	\$0		\$0	\$0	\$0	\$0
Project coordination (project staff & subs)	\$0		\$0	\$0	\$0	\$0
Preliminary Engineering Report						
Data collection	\$0		\$0	\$0	\$0	\$0
Conduct field visits	\$0	150	\$84	\$0	\$0	\$84
Typical sections	\$0		\$0	\$0	\$0	\$0
Horz/Vert alignments	\$0		\$0	\$0	\$0	\$0
Alternatives analysis	\$0		\$0	\$0	\$0	\$0
Traffic studies	\$0		\$0	\$0	\$0	\$0
Drainage studies	\$0		\$0	\$0	\$0	\$0
Construction sequencing/TCP	\$0		\$0	\$0	\$0	\$0
Utility coordination	\$0		\$0	\$0	\$0	\$0
Right-of-Way requirements	\$0		\$0	\$0	\$0	\$0
Construction cost estimate	\$0		\$0	\$0	\$0	\$0
Interagency coordination	\$0		\$0	\$0	\$0	\$0
Prepare draft PER	\$0		\$0	\$0	\$0	\$0
Prepare final PER	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Final Design						
Revise horz/vert alignments	\$0		\$0	\$0	\$0	\$0
Drainage design	\$0	100	\$56	\$0	\$0	\$56
Utility coordination	\$0	100	\$56	\$0	\$0	\$56
Agency approvals (TxDOT, Drainage District, TDLR)	\$0		\$0	\$0	\$0	\$0
Prepare 50% submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profiles	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Illumination	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Technical specifications	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Prepare 100% submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
General notes	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profiles	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Cross sections	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Signing & pavement markings	\$0		\$0	\$0	\$0	\$0
Illumination	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Prepare project manual (specifications, bid forms)	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Prepare final submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
General notes	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profiles	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Cross sections	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Signing & pavement markings	\$0		\$0	\$0	\$0	\$0
Illumination	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Prepare complete project manual (specs, bid forms and front end docs)	\$0		\$0	\$1,000	\$0	\$1,000
QA/QC	\$0		\$0	\$0	\$0	\$0
Bid Phase						
Attend Pre-Bid Meeting	\$0	134	\$75	\$0	\$0	\$75
Questions & Addenda	\$0		\$0	\$0	\$0	\$0
Tabulation & Recommendation of Bid	\$0		\$0	\$0	\$0	\$0
Total Cost=	\$0		\$355	\$1,000	\$0	\$1,355

2020 Mobility Bond Program
West Belfort Road Right Turn Lane
from north of Meadow Ranch Parkway onto SH 99 NB Frontage Road
Scope of Services

Existing Conditions

The existing West Belfort Road (W. Belfort) is a 4-lane divided boulevard Concrete curb & gutter roadway with storm sewer drainage system. The existing westbound traffic approaching SH 99 from Meadow Ranch Parkway to State Highway 99 northbound frontage road (SH 99 NBFRD) is 3-lanes (2 thru lanes & a left turn lane) with traffic signal control. The project area is approximately 800 linear feet in length. The existing right-of-way (ROW) for the West Belfort Road appears to be 120-ft wide. There are two (2) signalized intersections within the project limits. There is a commercial driveway along the W. Belfort north ROW line approximately 300-ft east of the SH 99 NBFRD. There are several natural gas pipelines, water lines, power poles, and buried communication lines located along West Belfort Road's north ROW line for the entirety of the project. There are 2 drainage inlets along W. Belfort WB lanes which will serve as outfalls within the project limits.

Proposed Scope

The proposed project is comprised of 3 phases: Study (PER) update/preliminary design, final design, and bidding/construction phase services. The scope of services will include professional engineering, surveying and ROW mapping, and geotechnical investigation services. The project will involve expansion of existing W. Belfort WB curb & gutter paving to accommodate for construction of a dedicated right turn lane from the W. Belfort WB lanes onto the SH 99 NBFRD for approximately 500 LF concrete curb and gutter pavement. The existing curb inlets will be relocated laterally to receive the existing and future pavement run-off which is currently draining into the existing closed system storm sewer drainage system. The project limits are from 50-ft east of the Meadow Ranch Parkway to a new curb return at the SH 99 NBFRD outer lane. The proposed roadway section(s) and the ROW width will be evaluated along West Belfort Road. It is anticipated that proposed widening would not require additional ROW along West Belfort north ROW line; however, final determination of the existing W. Belfort north ROW line is required to accurately accommodate the proposed right turn lane with a minimum of 15-ft border.

The existing posted speed limit is 40 MPH. The project will be designed based on 40 MPH design speed. The primary goals are to (1) establish an alignment with a typical cross section, (2) positively determine the existing and proposed right-of-way acquisition, if needed, (3) determine potential conflicts with existing facilities, (4) identify critical path items, (5) identify problem areas and potential resolution(s), and (6) prepare a reasonable construction cost estimate.

The Preliminary Engineering Report (PER)

CobbFendley will prepare and deliver a "30 percent" plan set as part of the preliminary design, consisting of all existing features shown in plan and profile, and proposed improvements with plan &

profile with minor annotation. These plans, along with a typical section sheet, are the only drawings that are necessary at this point.

The purpose of this PER is to clearly depict a more refined horizontal and vertical alignment design, incorporate the new project limits, and to document the six goals stated above. CobbFendley will not prepare a Presentation-quality document as the report will remain internal to Fort Bend County Engineering staff and the County's project management consultant. The updated PER will include a narrative, applicable plans, a preliminary construction cost estimate, and a geotechnical report, as applicable. CobbFendley will deliver the PER report electronically in PDF format.

Surveying and ROW Mapping

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project including but not limited to roadway, corner cuts, sight distance triangles, detention, and outfalls, if necessary. The Surveyor shall establish a project baseline based on the centerline of the right-of-way. The Surveyor shall create an available existing utility list (Excel Format) including the type, owner, location, and contact information for available existing utilities within the project limits to be supplied to the Engineering Consultant to complete the identification of potential utility conflicts. The Surveyor shall sign and seal all survey documents. The specific survey limits are as follows:

The linear topographic and right-of-way survey along 20403 West Bellfort at Grand Parkway (SH 99) – Northeast Corner of the Intersection, Fort Bend County, Texas for an approximate total of 1,300 linear feet.

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

2. Topographic Surveying for West Bellfort at Grand Parkway (SH 99) Road and Intersecting Roadways (Cat 6; Cond. II)

The Surveyor will provide the following within the surveying limits described in Task 2:

- a. Utilize horizontal and vertical project control established and provided by Texas Department of Transportation.
- b. 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 (trunk diameter, drip line, and type), 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.

- c. 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.
- d. Survey geotechnical bore hole locations as indicated by Client and provide information to Client in an approved digital format.
- e. Prepare existing Topographic Survey Map of the Project certifying to a Cat. 6, Cond. II Topographic Survey to be delivered in PDF format.

3. Subsurface Utility Engineering (Level B) Utility/Pipeline Investigations

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

- a. 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.

Geotechnical Report

The project consists of the design and construction of a new, approximately 500-foot-long right turning lane on West Bellfort Avenue at the intersection with Grand Parkway in Richmond, Texas. We understand the new right turn lane will match the existing pavement thickness of West Bellfort Avenue. In addition, a new storm sewer connection will be made to the existing system along this alignment with an invert depth on the order of 5 feet below existing ground surface. The scope of services will include but not limited to the following:

- Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- Drill, log, and sample two exploratory borings to depths of about 10 feet bgs using a truck-mounted drill rig equipped with straight-flight augers.
- Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg Limits, and strength testing.
- Prepare a geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will be sealed by a Professional Engineer licensed in the State of Texas and will include the following:

- Description of work scope, laboratory, and field procedures;
- Maps and boring plans;
- Subsurface soil and groundwater conditions;
- Earthwork considerations;
- Excavation characteristics of onsite soils;
- Potential for re-use of onsite soils;
- Utility trench excavation requirements;
- Pipe bedding and backfill requirements;
- Subgrade preparation measures;
- Concrete pavements recommendations; and
- Construction considerations.

The following assumption are made in preparation of the geotechnical investigation scope of services:

- The site is accessible to truck-mounted drilling equipment and site access will be granted.
- Traffic control will not be needed.
- The boreholes will be backfilled with soil cuttings.
- Some ground disturbance should be expected as a result of our fieldwork.
- We will contact Texas 811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.
- We will not need to obtain any permits or environmental clearance as a part of this project.

Environmental Services

CobbFendley will be notified if a Phase I Environmental Site Assessment (ESA I) is needed for the project which will be performed by the County designated environmental consultant.

Traffic Engineering

a. Traffic Control Plans

Detailed Traffic control plans (TCP) will be prepared based on the approach and the number of construction phases decided in the conceptual TCP as part of the study. TCP will be designed according to the latest edition of The Texas Manual on Uniform Traffic Control Devices.

b. Modification of the Existing Traffic Signal Design

If deemed necessary, the engineer will prepare PS&E design documents for modification of the existing traffic signal at the intersection of West Belfort Road and SH 99 NBFRD. The traffic signal design will be based upon roadway design plans, traffic control plans, and coordination with Fort Bend County traffic engineer.

c. Traffic Engineering Coordination

The design of the project traffic signals will be coordinated with Fort Bend County Traffic Engineering.

SWPPP

Storm water pollution prevention plans (SWPPP) will be prepared and included in the construction documents and project manual based on FBC and/or HCFC criteria.

Schedule

The PER is anticipated to be concluded in 690 days from the notice to proceed date and the final design will be completed in 60 days after acceptance of the PER recommendations. It is mutually agreed that the preliminary and final design efforts will be paid in lump-sum fee basis, to be billed monthly on a percent complete basis by respective tasks performed. The invoices to the County will also accompany itemized major tasks for preliminary design, final design, survey, geotechnical, etc. performed within the billing cycle.

Design Criteria

Applicable design criteria include, in order of priority, (1) Fort Bend County Engineering Design Manual (August 2020 Edition), *Fort Bend County Drainage Criteria Manual* (Fort Bend County Drainage District, November 1987, revised April 1999), (2) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (3) *Guidelines for Engineers Having Contracts with Harris County, Texas* (Harris County Engineering Department, (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), 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.

Final Design Deliverables (70%, 95%, and final submittal)

The goal is to prepare construction drawings and specifications accurately and efficiently. CobbFendley will deliver 70 percent and 95 percent, 100 percent completed plans, and the final bid ready submittal at the scheduled milestones. These submittals will include but not limited to design drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

The 70 percent submittal will include the following deliverables:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
- Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- Survey control map
- Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)

- Plan and profile sheets (1"=20' plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
- Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
- Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details)
- Bridge layout and details (if applicable)
- Specification table of contents (typically Harris County specifications)
- Bid form with estimated unit and total costs (spreadsheet based)

CobbFendley will submit electronic copies of the 70 percent completed plans on 11-inch by 17-inch sheets in PDF format for the County's review.

The 95 percent completed plans will be stamped with 95 percent review and are considered complete. This deliverable will encompass all the 70 percent requirements plus the following:

- General notes sheet
- Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications, or conditions; contract documents excluded)
- Responses to 70 percent comments

CobbFendley will submit electronic copies of the 95 percent completed plans on 11-inch by 17-inch sheets in PDF format for the County's review.

Final Submittal

Final design efforts will be considered complete when comments to the 95 percent submittal have been addressed.

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

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 CobbFendley will be provided with the document in Adobe Acrobat (pdf) format.

A single project manual file in Adobe Acrobat format will be prepared which will include the following:

(1) Administrative documents,

- (2) The bid form (prepared by CobbFendley),
- (3) A sealed specification table of contents, and
- (4) Applicable specifications and documents.

CobbFendley will prepare and provide to the County a single file in Adobe Acrobat format for the entire drawing set excluding the cover sheet, which contains approval signature(s), all drawings will be printed directly to Adobe Acrobat format with electronic seal and signature.

CobbFendley will provide the following services during the Bid phase services:

1. Prepare 27 compact discs, each containing the project manual file and the entire plan set. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the County's project management consultant. Hard copies of these documents are not required and will not be produced.
2. Attend a pre-bid meeting at the County Purchasing Office.
3. Briefly describe the project.
4. Preparation of meeting minutes will be by others.
5. Receive bidder questions and clarifications from the County's Purchasing Agent.
6. Provide answers to bidder questions, clarifications, and any other required document changes and prepare an addendum to include the responses and changes. The addendum will be distributed by the County's Purchasing Agent.

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

Prior to the preconstruction meeting, the project management consultant will inform CobbFendley of how many drawing and project manual sets are required, and the design consultant will provide these documents at the pre-construction meeting. The construction duration for this project is estimated to take 4 months.

Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the design consultant. Reimbursable expenses, such as scanning and reproduction, will be billed at actual cost (no markup). The County is tax-exempt and will not reimburse tax expenses. The project management consultant can provide a tax exemption form to the design consultant to ensure that tax is not charged.

May 4, 2021
Proposal No. 701199001

Mr. Mahmoud Salehi, PE
Cobb Fendley
22316 Grand Corner Drive, Suite 100
Katy, Texas 77494

Subject: Proposal to Perform Geotechnical Evaluation
West Bellfort Avenue Right Turn Lane
Grand Parkway and West Bellfort Avenue
Richmond, Texas

Dear Mr. Salehi:

We are pleased to present this proposal to perform a geotechnical evaluation for the subject project. This proposal was prepared based on the information that we received from your office and outlines our scope of services, anticipated schedule, and lump sum fee for this phase of work.

SITE AND PROJECT DESCRIPTION

The project consists of the design and construction of a new, approximately 500-foot-long right turning lane on West Bellfort Avenue at the intersection with Grand Parkway in Richmond, Texas. We understand the new right turn lane will match the existing pavement thickness of West Bellfort Avenue. In addition, a new storm sewer will be installed along this alignment with an invert depth on the order of 5 feet below existing ground surface.

SCOPE OF SERVICES

- Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- Drill, log, and sample two exploratory borings to depths of about 10 feet bgs using a truck-mounted drill rig equipped with straight-flight augers.
- Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg Limits, and strength testing.

- Prepare a geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will be sealed by a Professional Engineer licensed in the State of Texas and will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Maps and boring plans;
 - Subsurface soil and groundwater conditions;
 - Earthwork considerations;
 - Excavation characteristics of onsite soils;
 - Potential for re-use of onsite soils;
 - Utility trench excavation requirements;
 - Pipe bedding and backfill requirements;
 - Subgrade preparation measures;
 - Concrete pavements recommendations; and
 - Construction considerations.

ASSUMPTIONS

- The site is accessible to truck-mounted drilling equipment and site access will be granted.
- Traffic control will not be needed.
- The boreholes will be backfilled with soil cuttings.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.
- Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.

SCHEDULE

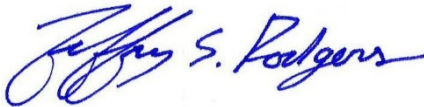
We are prepared to initiate this project immediately upon receiving your authorization to proceed. The field work is anticipated to be initiated within two weeks of receiving authorization, and our report will be delivered within about three weeks after fieldwork is completed.

FEE

We propose to perform our services for a lump sum fee of \$6,200 (Six Thousand Two Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

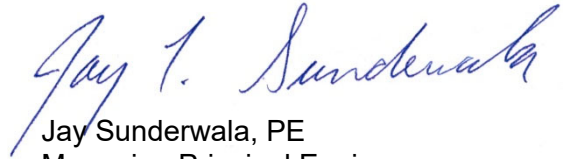
To authorize our services, please provide an Agreement for Professional Consulting Services. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Jeff Rodgers, PE, PG
Principal Engineer

JSR/JTS/lis



Jay Sunderwala, PE
Managing Principal Engineer

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: May 03, 2021

Mahmoud Salehi, PE.
Cobb Fendley & Associates
13430 Northwest Freeway, Suite 1100
Houston, TX 77040
713-462-3242
MSalehi@cobbfendley.com

Proposal for Professional Services in Connection With: 20403 West Bellfort at Grand Parkway (SH 99) – Northeast Corner of the Intersection, Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the “Agreement”) to Cobb Findley & Associates, Inc. (the “Client”).

I. SCOPE OF SERVICES

Surveying and Mapping

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project including but not limited to roadway, corner cuts, sight distance triangles, detention, and outfalls, if necessary. The Surveyor shall establish a project baseline based on the centerline of the right-of-way. The Surveyor shall create an available existing utility list (Excel Format) including the type, owner, location, and contact information for available existing utilities within the project limits to be supplied to the Engineering Consultant to complete the identification of potential utility conflicts. The Surveyor shall sign and seal all survey documents.

The specific survey limits are as follows:

The linear topographic and right-of-way survey along 20403 West Bellfort at Grand Parkway (SH 99) – Northeast Corner of the Intersection, Fort Bend County, Texas for an approximate total of **1,300 linear feet**.
(As Shown on the Attached Aerial Image)

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

- a. Perform abstract survey; obtain deeds of records, and plats for West Bellfort at the Grand Parkway (SH 99) right-of-way, streets intersecting West Bellfort at the Grand Parkway (SH 99) and tracts of land adjoining West Bellfort at the Grand Parkway (SH 99).
- b. Establish the existing right-of-way of West Bellfort at the Grand Parkway (SH 99).
- c. 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.
- d. Prepare Survey Control Sheet(s) for the project to be delivered in PDF format.

COST: \$8,110.00 (non-taxable)

2. Topographic Surveying for West Bellfort at Grand Parkway (SH 99) Road and Intersecting Roadways (Cat 6; Cond. II)

The Surveyor will provide the following within the surveying limits described in Task 2:

- a. Utilize horizontal and vertical project control established and provided by Texas Department of Transportation.
- b. 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 (trunk diameter, drip line, and type), sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, 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.
- c. 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.
- d. Survey geotechnical bore hole locations as indicated by Client and provide information to Client in an approved digital format.
- e. Prepare existing Topographic Survey Map of the Project certifying to a Cat. 6, Cond. II Topographic Survey to be delivered in PDF format.

COST: \$8,525.00 (non-taxable)

3. Subsurface Utility Engineering (Level B) Utility/Pipeline Investigations

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

- a. 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.

COST: \$1,700.00 (non-taxable)

II. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.

3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering &

Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Laurie Young (Lyoung@weissereng.com) .

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT

Cobb Findley & Associates, Inc.

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

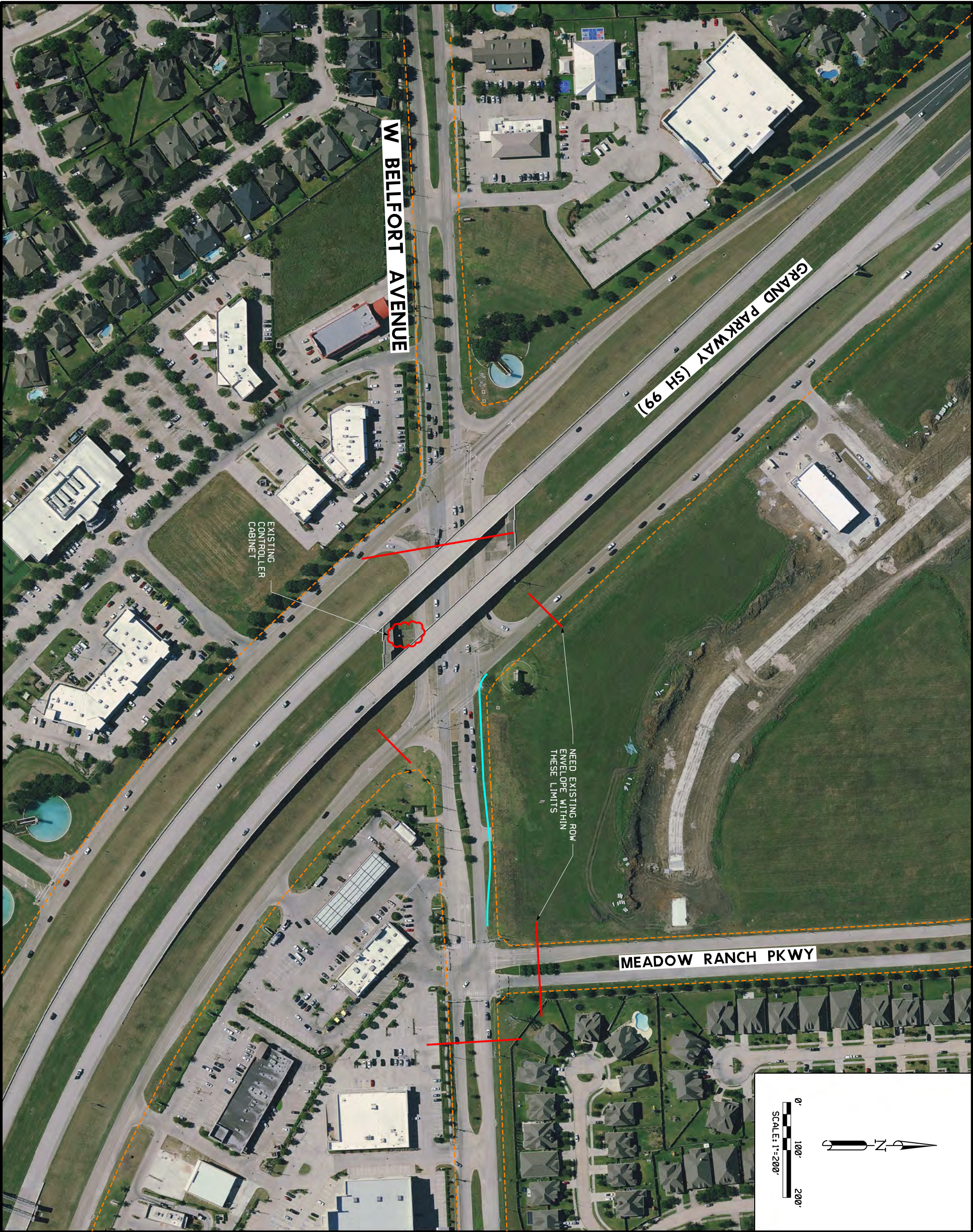
WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 4/28/2021



PROJECT:

W BELFORT RTL

PROJECT No. 20403
FROM: W BELFORT AVENUE AT
SH 99

500 LF

DESCRIPTION:

RIGHT TURN LANES FOR
OUTBOUND TRAFFIC

LEGEND:

- PROPOSED ROADWAY
- ROAD CENTERLINE
- EXISTING ROW
- PROPOSED ROW
- TOPO LIMITS



FORT BEND COUNTY
2020 MOBILITY BOND PROGRAM