

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 Amani Engineering, Inc., (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for improvements to Willow Lane under Project No. 20125x of the Fort Bend County Mobility Program (hereinafter "Services") pursuant to SOQ 14-025; and

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

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

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

AGREEMENT

Section 1. Scope of Services

Consultant shall render the professional engineering services as described in Consultant's Proposal, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

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

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of 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 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is eighty-one thousand one hundred eighty-two dollars and no/100 (\$81,182.00) 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 Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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 Consultant 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 eighty-one thousand one hundred eighty-two dollars and no/100 (\$81,182.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed eighty-one thousand one hundred eighty-two dollars and no/100 (\$81,182.00).

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, 2026. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the 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 Consultant 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 Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to 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 Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant'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 Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of 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. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

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

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

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

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

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

10.1.5 Professional Liability insurance may be 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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

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

Section 11. Indemnity

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

Section 12. Confidential and Proprietary Information

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

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

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

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to 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. Consultant 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 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant expressly acknowledges that 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 Consultant

13.1 In the performance of work or services hereunder, Consultant 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 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of 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

Consultant: Amani Engineering, Inc.
8303 Southwest Freeway, Suite 600
Houston, Texas 77074

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

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

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

Section 15. Compliance with Laws

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

Section 16. Standard of Care

Consultant 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, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of 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

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONSULTANT 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.

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

AMANI ENGINEERING, INC

KP George, County Judge


Authorized Agent – Signature

Date

H. Prasad Kolluru, P.E.

Authorized Agent – Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

11/14/2022

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

EXHIBIT A



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

October 25, 2022

Mr. Kevin Mineo, P.E.
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, Texas 77008

Re: Fort Bend County 2020 Mobility Bond Program
Project Number: 20125x

Proposal for Engineering Services: Willow Lane Cul-de-Sacs, Fort Bend County, Texas

Dear Mr. Mineo:

Thank you for selecting Amani Engineering, Inc. (Amani) to provide professional engineering services for the referenced project. Amani is pleased to provide this fee proposal for the services described herein.

1. PROJECT SCOPE

Fort Bend County, Precinct 1 (County) proposes to make improvements to the existing 2-lane asphalt paved roadway for traffic calming. The existing asphalt roadway will be terminated with two back-to-back cul-de-sacs.

Based on the information provided by Binkley & Barfield, Inc. (BBI), we have prepared the following scope of services as the basis for this fee proposal.

1. Design Services (Lump Sum)

- a. Provide professional engineering services in relation to terminating the existing 2 lane asphalt roadway with two back-to-back cul-de-sacs. Design and submittals shall conform to the Fort Bend County Engineering Design Manual, March 2022 Edition.
- b. Re-route roadside ditches to maintain drainage to existing Type 'E' inlets at Gaston Road.
- c. Conduct topographic and existing rights-of-way (ROW) surveys conforming to Chapter 6, Fort Bend County Engineering Design Manual, March 2022 Edition to facilitate proposed roadway and drainage improvements.
- d. Prepare ROW acquisition package including metes and bounds description for one (1) ROW parcel conforming to Chapter 6, Fort Bend County Engineering Design Manual, March 2022 Edition.
- e. Request utility information from private utility companies. Identify potential utility conflicts and determine critical path items.
- f. Perform geotechnical investigation and submit report of findings and recommendations.
- g. Prepare traffic control and detour plan.
- h. Prepare storm water pollution prevention plan.
- i. Prepare signage and pavement marking plan.
- j. Prepare project manual comprising front end documents, bid form, specifications table of contents, special specifications, and summary of work.
- k. Prepare an opinion of probable construction cost.
- l. Obtain approvals of Fort Bend County Engineering, Fort Bend County Drainage District and governing agencies.

2. Bidding Services (Time and Material)

- a. Prepare bid ready project manual, drawing sets and deliver 27 CDs to the County.
- b. Attend pre-bid meeting at the County and be prepared to briefly describe the project.
- c. Prepare an addendum, if necessary, for distribution by the County.
- d. Bid evaluation and construction contract award recommendation.

3. Construction Administration Services (Time and Materials)
 - a. Prior to the pre-construction meeting, determine from the County's Project Manager the required number of hardcopies, compact discs and project manual sets.
 - b. Attend pre-construction meeting together with the County, Project Manager, general contractor and construction materials testing contractor. Distribute to the parties the hardcopy drawing and project manual sets, as needed.
 - c. Review and respond to contractor's submittals and shop drawings.
 - d. Respond to requests for information.
 - e. Participate in the substantial completion walk-through meeting.
 - f. Prepare record drawings of the project based on the contractor's as-built markups and deliver to the County one hardcopy of same.
4. Additional Services (Lump Sum)
 - a. Associated Testing Laboratories (ATL), sub-consultant for geotechnical services.
 - b. Topographic and ROW acquisition related surveys shall be performed by Amani.

2. EXCLUSIONS

- A. Subsurface utility engineering services.
- B. Relocation of third-party (private, franchise, etc.) utilities within the roadways' rights-of-way.
- C. Environmental Site Assessment.
- D. Traffic signal design.
- E. Storm Water Quality Management Plan
- F. Performing periodic field visits during the construction period to observe work progress.
- G. Attending progress meetings during the construction period.

3. DELIVERABLES

- A. Preliminary Design (30% Milestone)
 1. Submit three copies of an informal (non-presentation), preliminary engineering report (PER) which includes:
 - a. Project location and scope of the project
 - b. Existing Conditions
 - c. Existing Utilities, including potential conflicts
 - d. Proposed Roadway Design, highlighting any deviation from applicable design criteria
 - e. Proposed Right-of-Way
 - f. Sight Triangles
 - g. Geotechnical Investigation
 - h. Permit and Regulatory Requirements
 - i. Cost Estimate
 - j. Appendices with exhibits
- B. Final Design (70% Submittal)
 1. Submit three copies of the drawing set on 11" x 17" sheets including:
 - a. Cover sheet with interim seal
 - b. Typical and non-standard cross sections
 - c. Project layout map
 - d. Survey control map
 - e. Drainage area map and hydraulic calculations
 - f. Roadway plan-profile sheets
 - g. Construction phasing, detours and traffic control plans
 - h. Storm water pollution prevention plan
 - i. 70% review checklist

2. Submit a digital copy in PDF format of the drawing set and a project manual including:
 - a. Specification table of contents
 - b. Special specifications (as applicable)
 - c. Opinion of probable construction cost.
- C. Final Design (Interim 95% Submittal)
1. Drawing set submittal is the same as for the 70% submittal plus the following:
 - a. General notes
 - b. Earthwork quantities with cross sections 100' on center.
 - c. Signage and pavement marking plan
 - d. Standard construction details
 - e. 95% review checklist
 2. Project manual submittal is the same as for the 70% submittal plus the following:
 - a. Front end documents (provided by County)
 - b. Bid form
 - c. Specifications table of contents with link to County website
 - d. Summary of work
- D. Final Design (100% Submittal)
1. Submit one sealed and signed, hardcopy, 11" x 17" drawing set to the County, and a PDF submittal of the drawing set, project manual and opinion of probable construction cost to the Project Manager. Final design will be considered complete when the County approves the Contract Documents as evidenced by the County Engineer's signature on the drawing set's hardcopy cover sheet.
- E. Bid Phase
- Deliverables as described under Project Scope, Section 1.2.
- F. Construction Phase
- Deliverables as described under Project Scope, Section 1.3.

4. FEE

Based on the scope of work and deliverables discussed above, we propose a total fee of \$81,182.00. See enclosed level of effort estimate for details and a fee summary below:

Preliminary Design Phase	\$ 12,615.00
Final Design Phase	\$ 30,245.00
Bidding and Award Phase ⁺⁺	\$ 3,510.00
Construction Phase ⁺⁺	\$ 5,690.00
Survey and Mapping	\$ 14,815.00
Geotechnical Investigation (Associated Testing Laboratories)	\$ 8,132.00
Signage & Pavement Marking	\$ 910.00
SWPPP	\$ 2,095.00
Traffic Control Plan	\$ 3,170.00
Total Engineering Services Fee	\$ 81,182.00

⁺⁺ Fee based on Time and Material, all others Lump Sum

Mr. Kevin Mineo, P.E.
Fort Bend Mobility Bond Project Number 20125x
Fee proposal for Professional Engineering Services
October 25, 2022
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5. SCHEDULE

- A. Eight weeks for 30% submittal (Preliminary Engineering Report).
- B. Ten weeks from receipt of County's comments to 30% submittal for 70% submittal – each bid package.
- C. Four weeks from receipt of County's comments to 70% submittal for 95% submittal – each bid package.
- D. Two weeks from receipt of County's comments to 95% submittal for 100% submittal – each bid package.

Services that are not included in the scope can be provided as-needed, based upon Amani's attached labor rate schedule.

We appreciate the opportunity to propose on this project. If you have questions or need additional information, please call me at 713-270-5700 x109.

Yours sincerely,
Amani Engineering, Inc.



Mahesh Dutta, P.E., CFM
Executive Vice President

TBPE Firm Reg. No. F-4528

TBPLS Firm Reg. No. 100282-00

HPK: dlh: sd



Attachments:

- 1) Amani Level of Effort Estimate
- 2) Amani 2022 Labor Rate Schedule
- 3) Associated Testing Laboratories (ATL), 10/10/2022 Proposal (GP22-1005)



PROPOSED
CUL-DE-SACS

LEVEL OF EFFORT ESTIMATE
Fort Bend County 2020 Mobility Bond Program
Willow Lane cul-de-sacs
Project No.: 20125x

Client: FBC

10/24/2022

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Subtotal Man Hours	Subtotal Labor Cost
Hourly Billing Rate:		\$ 250.00	\$ 210.00	\$ 175.00	\$ 150.00	\$ 100.00	\$ 90.00		
1.0	Preliminary Design Phase (LS):								
1.1	Visit Site		2	2				4	\$ 770
1.2	Utility Coordination				2			2	\$ 300
1.3	Preliminary Pavement and Drainage Design		2	2	6			10	\$ 1,670
1.4	Typical Cross Sections (Existing)		0.5		1	2		3.5	\$ 455
1.5	Typical Sections (Proposed)		0.5		1	2		3.5	\$ 455
1.6	Identify right-of-way needs		0.5	1	1			2.5	\$ 430
1.7	Prepare sight triangle exhibits							0	\$ -
1.8	Identify Problem Areas and Potential Resolutions (SUE D, C & B Analysis)		0.5		1			1.5	\$ 255
1.9	Permit and Regulatory Requirements				1			1	\$ 150
1.10	Opinion of Probable Construction Cost		0.5	1	2	2		5.5	\$ 780
1.11	Preliminary Engineering Report		2	4	8	8		22	\$ 3,120
1.12	Coordination and review meetings		4					4	\$ 840
1.13	PER/Client Presentation		4	4	6			14	\$ 2,440
1.14	Project Management and QA/QC		2	2			2	6	\$ 950
	Subtotal Preliminary Design:	0	18.5	16	29	14	2	79.5	\$ 12,615
2.0	Final Design Phase (LS):								
2.1	Cover and Sheet Index		0.5		0.5	1		2	\$ 280
2.2	General Notes		0.5		0.5	1		2	\$ 280
2.3	Survey Control Maps		0.5		1	1		2.5	\$ 355
2.4	Project Layout Map		0.5		1	1		2.5	\$ 355
2.5	Drainage Area Calcs and Map		2	4	12	8		26	\$ 3,720
2.6	Roadway and Drainage Plan and Profiles (assume 3 sheets)		2	8	12	32		54	\$ 6,820
2.7	Utility Relocation Plans							0	\$ -
2.8	Prepare base plan and profiles based on survey and record information							0	\$ -
2.9	Standard Construction Details		1		2	2		5	\$ 710
2.10	Design Cross Sections		0.5	1	2	4		7.5	\$ 980
2.11	Earthwork Cut & Fill Quantities		0.5	1	2	4		7.5	\$ 980
2.12	Front End Documents (from County)		0.5		4			4.5	\$ 705
2.13	Bid Form		0.5		2			2.5	\$ 405
2.14	Summary of Work		0.5		4			4.5	\$ 705
2.15	Specifications Table of Contents (Linked to County Website)		0.5		2			2.5	\$ 405
2.16	Special Specifications							0	\$ -
2.17	Opinion of Probable Construction Cost		2	1	4			7	\$ 1,195
2.18	Prepare and submit PS&E at 70%, 95% and 100%, including incorporating review comments		4	6	12	20		42	\$ 5,690
2.19	Coordination and review meetings		6		6			12	\$ 2,160
2.20	Project Management and Quality Control		8	12			8	28	\$ 4,500
	Subtotal Final Design:	0	30	33	67	74	8	212	\$ 30,245

LEVEL OF EFFORT ESTIMATE
Fort Bend County 2020 Mobility Bond Program
Willow Lane cul-de-sacs
Project No.: 20125x

Client: FBC

10/24/2022

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Subtotal Man Hours	Subtotal Labor Cost
Hourly Billing Rate:		\$ 250.00	\$ 210.00	\$ 175.00	\$ 150.00	\$ 100.00	\$ 90.00		
3.0	Bidding & Award Phase (T&M):								
3.1	Prepare Project Manual, Drawing Sets (27 CD's Delivered to County)		1		2	4		7	\$ 910
3.2	Attend Pre-Bid Meeting		2		2			4	\$ 720
3.3	Prepare and Issue Addendum for County Distribution		2		2			4	\$ 720
3.4	Bid Evaluation and Award Recommendation		1	2	4			7	\$ 1,160
	Subtotal Bidding and Award Phase:	0	6	2	10	4	0	22	\$ 3,510
4.0	Construction Phase Services (T&M):								
4.1	Attend Pre-Construction Meeting		2		2			4	\$ 720
4.2	Review and Respond to Contractor's Submittals and Shop Drawings		2		4			6	\$ 1,020
4.3	Respond to Requests for Information		2	4	6			12	\$ 2,020
4.4	Attend Substantial Completion Walk-through Meeting		2		4			6	\$ 1,020
4.5	Prepare and Submit Record Drawings		1		2	4		7	\$ 910
	Subtotal Construction Phase:	0	9	4	18	4	0	35	\$ 5,690
5.0	Survey & Mapping Services: Amani								
5.1	Topographic surveying including controls, roadway design survey, utility coordination, right-of-way acquisition package, and abstracting								\$ 14,815
5.3	Survey Management, Coordination and QA/QC							0	\$ -
	Subtotal Survey & Mapping:								\$ 14,815
6.0	Geotechnical Investigation Services: Associated Testing Laboratories								
6.1	Geotechnical Investigations and Report								\$ 7,462
6.2	Geotech Management, Coordination and QA/QC		0.5	1	2		1	4.5	\$ 670
	Subtotal Geotechnical Investigation:								\$ 8,132
7.0	Drainage Study								
7.1	Hydrologic & Hydraulics Study							0	\$ -
7.2	QA/QC Drainage Study								\$ -
	Subtotal H & H Study:								\$ -
8.0	Signage & Pavement Marking Services								
8.1	Signage and pavement marking plans and details		1		2	4		7	\$ 910
	Subtotal Signage & Pavement Marking:								\$ 910

LEVEL OF EFFORT ESTIMATE
Fort Bend County 2020 Mobility Bond Program
Willow Lane cul-de-sacs
Project No.: 20125x

Client: FBC

10/24/2022

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Subtotal Man Hours	Subtotal Labor Cost
	Hourly Billing Rate:	\$ 250.00	\$ 210.00	\$ 175.00	\$ 150.00	\$ 100.00	\$ 90.00		
9.0	SWPPP Design Services								
9.1	SWPPP Layouts and details		1	1	2	6		10	\$ 1,285
9.2	SWPPP Manual		1		4			5	\$ 810
	Subtotal SWPPP:								\$ 2,095
10.0	Traffic Control Plan								
10.1	Construction phasing, detour, and traffic control plans and details		2	2	8	12		24	\$ 3,170
10.2	TCP Management a, Coordination and QA/QC							0	\$ -
	Subtotal Traffic Control Plan:								\$ 3,170
	Summary - Roadway Bid Package							Fee Type	Task Total
	Preliminary Design Phase							LS	\$ 12,615
	Final Design Phase							LS	\$ 30,245
	Bidding & Award Phase							T & M	\$ 3,510
	Construction Phase							T & M	\$ 5,690
	Survey & Mapping (Amani)							LS	\$ 14,815
	Geotechnical Investigation (ATL)							LS	\$ 8,132
	Signage & Pavement Marking							LS	\$ 910
	SWPPP							LS	\$ 2,095
	Traffic Control Plan							LS	\$ 3,170
	Total Engineering Services Fee:								\$ 81,182

✓
\$
10/24/22



LABOR RATE SCHEDULE

(Effective January 1, 2022- December 31, 2022)

<u>Category</u>	<u>Hourly Rate</u>
• Principal Engineer (P.E)	\$250.00
• Project Manager (P.E)	\$210.00
• Senior Civil Engineer (P.E.)	\$175.00
• Registered Professional Land Surveyor (R.P.L.S)	\$175.00
• Civil Engineer (P.E.)	\$150.00
• Structural Engineer (P.E.)	\$175.00
• Graduate Engineer/E.I.T.	\$120.00
• Surveyor-in-Training (S.I.T.)	\$120.00
• Senior Designer	\$135.00
• GIS Technician	\$110.00
• Designer/ Estimator/ Scheduler	\$110.00
• CADD Operator	\$100.00
• Survey Technician	\$110.00
• Abstractor	\$90.00
• SUE Technician	\$120.00
• Secretarial	\$90.00
• 4- Man Survey crew (6-hour minimum)	\$210.00
• 3- Man Survey crew (6-hour minimum)	\$185.00
• 2- Man Survey crew (6-hour minimum)	\$165.00
• GPS Instrument (6-hour minimum)	\$50.00
• SUE Crew w/ Vacuum Truck (8-hour minimum)	\$530.00

* Hourly rates for Construction Inspector vary depending upon the duration of contract and the skill level.

October 10, 2022
Proposal No: GP22-1005

**Mr. Malesh Dutta, P.E., CFM
Amani Engineering, Inc.,
Houston, Texas 77074**

Reference: **Proposal for Geotechnical Investigation
Proposed Cul-de-Sacs at Willow Lane
Fort Bend County, Texas**

Dear Mr. Dutta:

Associated Testing Laboratories, Inc. (ATL) is pleased to submit our proposal for conducting a geotechnical investigation for the above-referenced project. It is our understanding that the FBC 20125x- will construct 2 back-to-back cul-de-sacs on Willow Lane located west of Gaston Rd, in Cinco Ranch, Katy, Texas. See the project location as shown in Figure 1.

Scope of Work

The project scope is as follows:

- 6,080 sf of asphalt
- 5,300 sf of ROW acquisition
- Re-routing ditches to maintain drainage to Type E inlets at Gaston

ATL services will include a comprehensive geotechnical field exploration, laboratory testing, and developing geotechnical recommendations for the project development. This proposal assumes that field exploration activities will not require any special permit to access site, if needed, will be arranged by others.

These recommendations will include preparation, pavement and fill placement, evaluation of groundwater levels, and rerouting ditches on both sides of Willow Lane drainage to maintain to Type E inlet at Gaston Rd.

During the geotechnical studies we will submit preliminary geotechnical data as borings are completed for discussion with the design team. These preliminary findings will guide in developing the detailed geotechnical design recommendations for site development and foundation support.

Premobilization Coordination

Prior to mobilizing geotechnical drilling equipment, we will coordinate the Texas 811-Calls and review the available underground line information within the project alignment.

Field Exploration

Boring locations on asphalt for the proposed cul-de-sacs along Willow Lane will be cored with a coring machine.

The subsurface conditions at the project site will be explored by drilling soil borings to explore stratigraphic and ground water conditions. A total of two (2) 15-ft deep borings, will be drilled for the proposed project with a total of 30 linear feet drilling and sampling. We assumed that the boring locations are accessible to a truck-mounted rig.

Test Borings

The boreholes will be drilled and sampled under the observations of our experienced geotechnical engineering technician and performed in accordance with ASTM Standards. The field drilling will be performed with a truck-mounted drilling rig and sampling will be advanced using dry auger method until groundwater is encountered.

Soil samples will be obtained continuously to a depth of 15-ft. Undisturbed samples of cohesive soils will be obtained from the borings by pushing 3.0-inch diameter thin-wall, seamless steel Shelby tube samplers.

The undisturbed samples of cohesive soils will be extruded mechanically from the Shelby tube in the field and wrapped in aluminum foil. All soil samples will be inspected and classified and placed and sealed in plastic bags to reduce moisture loss and disturbance. The samples collected will be placed in core boxes and transported to the laboratory for further testing. Strength of the cohesive soils will be estimated in the field using a hand penetrometer.

Standard penetration tests (SPT) will be performed in low cohesion silts and sands. We will record the driving resistance while performing the standard penetration tests. The samples will be placed in sealed bags and delivered to our laboratory.

The boreholes will be backfilled with soil cuttings upon completion of drilling. Cored asphalt surface will be patched back with cold asphalt sackrete. Subsurface information from the soil borings will be presented in the individual boring logs in Appendix A.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered, with the objectives of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, and Percent Finer than No. 200 sieve.

Engineering Analyses & Reporting

The field and laboratory data will be summarized in an engineering report. The following geotechnical information and recommendations will be provided:

- Generalized subsurface conditions.
- Groundwater conditions
- Site preparation and grading
- Select fill requirements & fill placements,
- Pavement design including required pavement and subbase thicknesses, subgrade preparation and stabilization, and pavement construction criteria.
- Discuss of onsite soil types and the suitability of onsite soils for use as fill.
- Construction considerations

Cost Estimate

Based on the scope of geotechnical work outlined above, we estimated the following total costs of **\$7,462.00**. This cost estimate assumed that: (i) underground utilities at proposed boring locations will be cleared by Texas 811 Call Service; (ii) the site will be accessible to our truck-mounted equipment; (iii) permission/permit to access site, if needed, will be arranged by others at no cost to ATL.

Time Schedules

We estimated that the fieldwork can be started shortly after authorization is received. The actual drilling work is expected to take about 1 week, assuming no delays in permission to access the sites. The laboratory testing will take approximately 1 to 2 weeks. Weather permitting, we anticipate submitting a draft report about two weeks after completion of all laboratory testing. A final report will be issued about 1 week after receiving your review comments.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Very truly yours,
ASSOCIATED TESTING LABORATORIES, INC.



Nutan V. Palla, Ph.D., P.E.
Director, Geotechnical Services

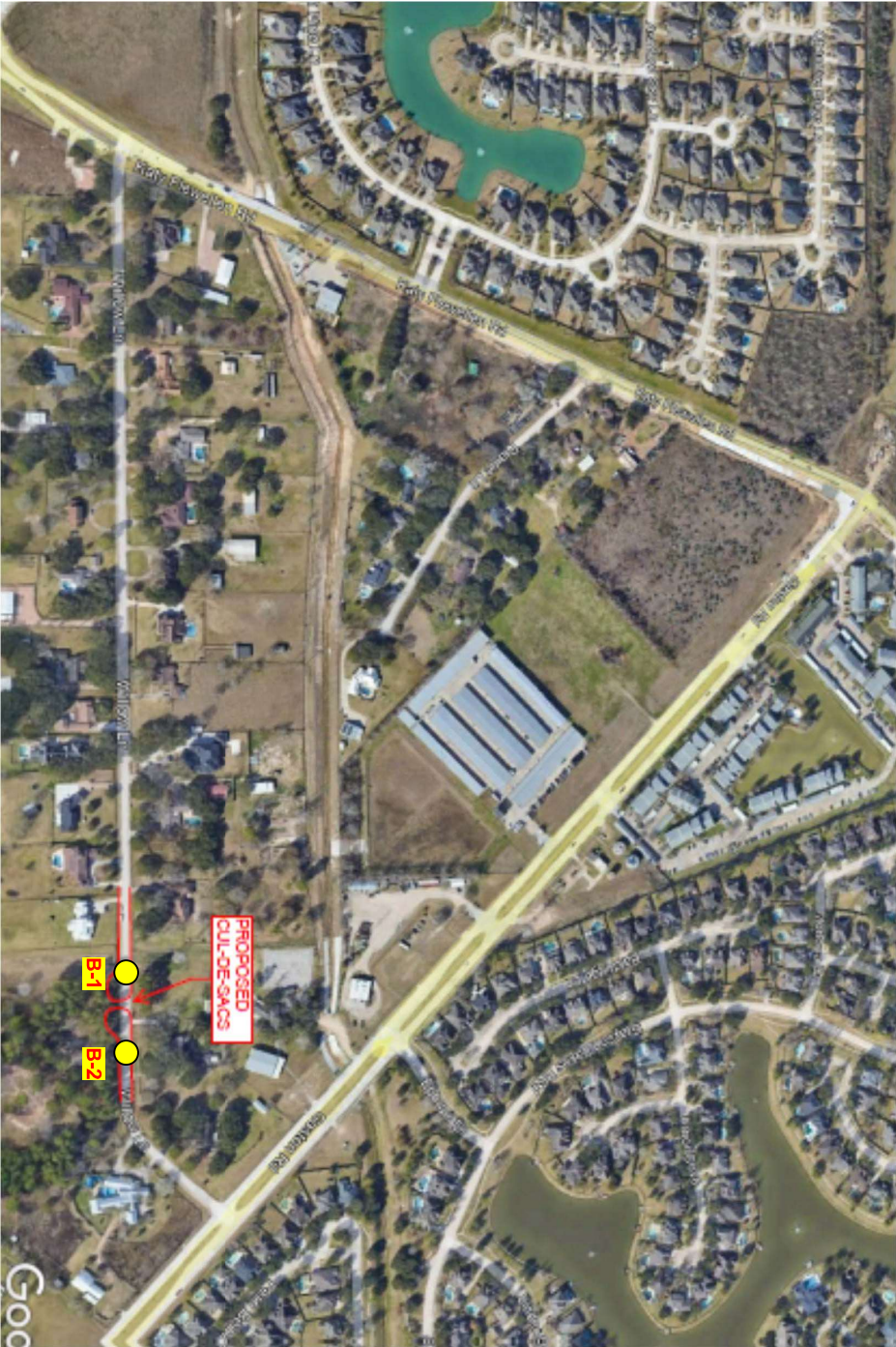
Enclosure:

Figure 1: Proposed Boring Location

ACCEPTED BY: _____
NAME: _____
TITLE: _____
DATE: _____



NORTH



● B-1 & B-2 at 15-ft deep [30 LF]

Project Proposal: Fort Bend County 20125x – Willow Lane Proposed Cul-de-sacs at Willow Lane Fort Bend County, Texas		ASSOCIATED TESTING LABORATORIES 	Proposal No.: GP22-1005
Client: Amani Engineering, Inc. Houston, TX	Proposed Boring Location Plan		Not to Scale FIGURE 1

October 10, 2022



ITEMIZED GEOECHANICAL FEE ESTIMATE

Proposed Fort Bend 20125x-Willow Lane cul-de-sacs

Borings: 2@15', Total of 30LF				
A. FIELD EXPLORATION	Current Qty.	Unit	Unit Rate	Amount
Mobilization/Demobilization (Truck Rig)	1	LS	\$500.00	\$500.00
Mobilization/Demobilization (ATV Rig)	0	LS	\$500.00	\$0.00
Technician for Staking, Utilities Clearance, Coordination	8	hrs.	\$65.00	\$520.00
Soil Drilling and Sampling (continuous; <up to 20')	30	ft.	\$21.00	\$630.00
Pavement Coring and Patching (up to 6" thick)	3	ea.	\$150.00	\$450.00
Grouting Holes	30	ft.	\$8.00	\$240.00
Vehicle Charge	0	hrs.	\$10.00	\$0.00
	SUBTOTAL			\$2,340.00
B. GEOTECHNICAL LABORATORY TESTING		Unit	Unit Rate	Amount
Moisture Content (ASTM D-2216)	16	ea.	\$10.00	\$160.00
Atterberg Limits (ASTM D-4318)	6	ea.	\$62.00	\$372.00
Passing No. 200 Sieve (ASTM D-1140)	6	ea.	\$48.00	\$288.00
Unconfined Compression (ASTM D-2166)	2	ea.	\$45.00	\$90.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	4	ea.	\$63.00	\$252.00
	SUBTOTAL			\$1,162.00
C. ANALYSES & REPORT PREPARATION		Unit	Unit Rate	Amount
Senior Engineer-Project Manager (P.E.)	4	hrs.	\$150.00	\$600.00
Project Engineer (P.E.)	16	hrs.	\$120.00	\$1,920.00
Draftsman/Admin	16	hrs.	\$60.00	\$960.00
Flagman_Fieldwork	16	hrs.	\$30.00	\$480.00
	SUBTOTAL			\$3,960.00
TOTAL ESTIMATED FEE				\$7,462.00