

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Fort Bend Parkway SB Ramp - Project No. 20219x)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the State of Texas, and infraTECH Engineers & Innovators, LLC, ("Contractor"), a corporation duly authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Contractor is a professional engineering firm which provides engineering services in the state of Texas; and

WHEREAS, County desires for Contractor to provide engineering services for the Fort Bend Parkway SB Ramp – including the construction of a noise wall and possible reconstruction of sidewalk along the Hillcroft Ave which the limit of the new noise wall – Mobility Bond Project No. 20219x, pursuant to SOQ 14-025; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Contractor is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Contractor shall render services to County as defined in Contractor's Scope of Work last revised on May 22, 2023, (hereinafter, the "Services") attached hereto as "Exhibit A" and incorporated by reference for all intents and purposes.

3. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Contractor's receipt of Notice to Proceed and shall end no later than December 31, 2026. Contractor shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.
4. **Compensation and Payment Terms.**
- (a) Contractor's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Contractor for the Services performed under this Agreement is One Hundred Ninety-Two Thousand One Hundred Fifty and 00/100 Dollars (\$192,150.00). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without an approved change order.
  - (b) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
  - (c) 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.
5. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is One Hundred Ninety-Two Thousand One Hundred Fifty and 00/100 Dollars (\$192,150.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 One Hundred Ninety-Two Thousand One Hundred Fifty and 00/100 Dollars (\$192,150.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. 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 under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Ninety-Two Thousand One Hundred Fifty and 00/100 Dollars (\$192,150.00).

6. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
8. **Insurance.** 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 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:
  - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - (b) 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.
  - (c) 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.
  - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - (e) Professional Liability insurance with limits not less than \$1,000,000.

County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County.

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 the work under this Contract is completed.

Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR OR CONTRACTOR'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL. CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
10. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12. **Independent Contractor.** 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. 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.
13. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the 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 Services when and as required and without delays.

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 or agent of Contractor who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Contractor shall comply with, and will require that all Contractor's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** 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.

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.

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.

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

17. **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 or termination of this Agreement. Contractor shall promptly furnish all such data and material to County on request.
18. **Inspection of Books and Records.** Contractor shall 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 such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Upon termination of this Agreement by County, Contractor shall be paid in accordance with Section 4, 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 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.
21. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County.

22. **Successors and Assigns Bound.** County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

**If to County:** Fort Bend County Engineering  
Attn: County Engineer  
301 Jackson Street,  
Richmond, Texas 77469

**And** Fort Bend County, Texas  
Attention: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

**If to Contractor:** infraTECH Engineers & Innovators, LLC  
11111 Wilcrest Green Drive  
Suite 410  
Houston, Texas 77042

25. **Performance Representation.** Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Contractor shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.



27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case 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 provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) 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.
  - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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 § 808.001 of the Texas Government Code.
  - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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 § 809.001 of the Texas Government Code.

- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.
33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

**{Execution Page Follows}**

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

**FORT BEND COUNTY, TEXAS**


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

\_\_\_\_\_  
Date

**ATTEST:**

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

**APPROVED:**

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

**infraTECH Engineers & Innovators, LLC**

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

Anwar Zahid, PhD, PE  
Authorized Agent – Printed Name

President & CEO

\_\_\_\_\_  
Title

08/08/2023

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

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

*i:\agreements\2023 agreements\engineering\infrotech engineers & innovators, llc (23-eng-100970)\agmt for professional services (tgc 2254).fb pkwy sb ramp 08.02.2023 – KCJ*

# **EXHIBIT A**

(Follows Behind)



## APPENDIX A SCOPE OF SERVICES

infraTECH Engineers & Innovators, LLC

### Project Understanding:

The design assignment will involve preparing Plans, Specifications and Estimates (PS&E) for the construction of a noise wall and possible reconstruction of sidewalk along the Hillcroft Ave. within the limit of the new noise wall. For concept estimating purposes, we anticipate a 14 feet-high wall, matching the existing BW8 EBFR noise wall height. The project is approximately 720 linear feet of wall length, but the exact limits and wall height will be determined by the noise analysis completed by others.

Project scope includes converting the right most through lane of the BW8 EBFR to a dedicated right turn lane towards Hillcroft Ave. South. Provide signing & pavement marking plan to establish a dedicated right turn lane.

The work also includes to provide necessary coordination support to the Program Manager to coordinate with City of Houston (COH), and the Texas Department of Transportation (TxDOT) Houston District.

### Management Structure

RPS, Inc. will serve as the Program Manager; and, as an extension of Fort Bend County Engineering Department will continue as our single point of contact with the county through the duration of the design phase of this project.

### **BASE SCOPE OF SERVICES (Lump Sum):**

Basic services will follow the design process outlined in the Fort Bend County Engineering Department EDM, dated May 2021 Draft.

### Data Collection and Confirmation

- Conduct two site visits to collect existing data and photos, first one to collect preliminary data. Second site visit will be during the design phase to collect supplemental/missing information required to complete the design.
- Survey and geotechnical scope of services, which are also the part of this contract, for the project are attached in Appendix B.
- Review survey DGN file, DTM and TIN files provided by the surveyor.
- Coordinate soil boring locations. Review geotechnical recommendations.

### Utility Location, Coordination and Conflicts

- Review existing utilities within the road ROW. Identify all known existing utilities on the plan and profile.
- Prepare and maintain utility log through the final design phase of the project. Coordinate with RPS' utility coordinator for the project to identify conflicts between the proposed improvements and the existing facilities. Prepare utility conflict table.
- Provide plan set roadway drawings at each submittal to the applicable utility companies for their use in developing any utility adjustment plans. RPS, the program manager, will take the lead on facilitating utility agreements as needed during the design process.

Fort Bend County will provide the following data:



- Pertinent noise analysis
- Environmental constraint map (i.e., Wetlands)
- Available design and construction standards and details pertinent to project scope.

### Preliminary Design (30%)

Prepare the design to a 30% level of completion, based on survey information. Collect and evaluate relevant data, develop conceptual layout, and prepare traffic control plan (TCP).

- Noise Walls

Prepare two alignment options for the proposed noise wall taking into considerations the utility poles, existing ROW, and any need for additional easement from the adjacent property. Recommend the preferred noise wall alignment based on noise analysis, geometry, utilities, and environmental constraints. The existing sidewalk along Hillcroft ROW will be analysed and proposed sidewalk layout will be presented with each option. Prepare cost estimates for both options for cost comparison. Submit both options as part of 30% submittal to the Fort Bend County. Address comments provided by Fort Bent County.

As part of the 30% drawing submittal, provide preliminary typical sections and plan sheets identifying the total project footprint, including utilities, ROW, and wall, mow strip, and sidewalk limits. Review and respond to FBC and the Program Manager comments on 30% submittal.

Prepare preliminary signing, pavement marking plan for the dedicated right turn lane at the intersection of BW8 EBFR with Hillcroft Ave. Assess any impact on existing traffic light and propose necessary modification if needed.

### Final Design

Based on the selected option from 30% submittal, proceed with completing the PS&E, including 95% and 100% submittals to the Program Manager. Incorporate 30% comments into PS&E. Provide responses and address 95% and 100% review comments from the Program Manager.

- Removal of existing sidewalk, pavement marking, and existing signs if necessary.
- Develop TCP at 95% and 100% package submittals.
- Develop noise wall design and layouts at 95% and 100% package submittals.
- Adjust signing, pavement marking, and striping plans at 95% and 100% package submittals.
- Review and perform QA/QC/checklist prior to each submittal.
- Prepare SWPPP plan showing the inlet protection.
- Prepare summary of quantities.
- Prepare project cost estimate.
- Prepare of general notes. Include applicable standards.
- Attending coordination and comment resolution meetings
- Deliver sign and sealed plans, specifications and estimates to FBC.

Prepare the construction phase traffic control plans to accommodate the existing traffic during the construction of the proposed noise wall improvements.

### Project Management

- Attend Kick-Off meeting with Program Manager and FBC.
- Attend progress meetings with the Program Manager.
- Attend coordination and comment resolution meetings with COH and TxDOT.
- Provide coordination support to Program Manager to coordinate with COH and TxDOT.
- Prepare monthly invoices.



## **PROJECT DESIGN SCHEDULE:**

### **Milestone Deliverables:**

- Topographic survey files: NTP + 21 days
- Geotechnical Draft Report: NTP + 35 days
- 30% submittal with two noise wall alignment options: NTP + 69 days
- Program Manager Review: NTP + 76 days
- FBC Presentation: NTP + 83 days
- 95% Submittal: NTP + 121 days
- TxDOT, FBC, RPS and COH Review: NTP + 142 days
- Comment Resolution Meetings: NTP + 149 days
- 100% PS&E Submittal: NTP + 180 days

## **BID AND CONSTRUCTION PHASE SERVICES (T&M):**

- a. Bid Phase Services: Engineer shall review and respond to bid questions, assist in the preparation of any addenda to interpret, clarify, and amend the Contract Documents that may include additional notes, minor revisions to plans and specifications.
- b. Construction Phase Services: Attend a pre-construction meeting, review and respond to RFI's, review submittals.

## **ASSUMPTIONS:**

1. Any required environmental services will be provided by Fort Bend County via an independent consultant. Therefore, environmental services are excluded from this proposal.
2. Coordination with utilities companies and receive their feedback can be a long lead item. infraTECH will be proactive to minimize the duration of the overall coordination effort. However, infraTECH has no control over the actual duration needed to complete the utility coordination and therefore will not be liable for delay resulted from such.
3. Provide noise wall plan and profile exhibits in support of public involvement and noise wall workshops to be arranged by others.
4. It is assumed that submittal packages prepared for FBC and/or RPS is applicable for COH, TxDOT or other stakeholders' review. If dedicated submittal packages are to be prepared for COH or all stakeholders involved in the review and approval process, FBC will issue contract modification to cover supplemental scope and fee.
5. Based on scoping information received from Program Manager, limited proposed sidewalk and reconstruction work is to be included in the project.
6. It is assumed that RPS, FBC and all stakeholders review will be completed within the stipulated calendar days shown in the schedule above. Delay in receiving review comments will automatically extend the project schedule for the duration of the delay.

**Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet**  
**Noise Wall Design at Hillcroft Ave**

TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ASSOCIATE ENGINEER	CADD MANAGER	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
<b>1. Data Collection and Confirmation</b>									<b>144</b>	<b>\$ 54,870.00</b>		
Conduct site visits, Total 2; 4 Hrs each					8	8			16	\$ 2,360.00		
Review Project Data			4		4				8	\$ 1,620.00		
Coordinate survey data collection with survey sub-consultant			4						4	\$ 960.00		
Review survey file, DTM and TIN files			4		4				8	\$ 1,620.00		
Coordinate boring locations with Geotech			2		2				4	\$ 810.00		
Review geotechnical draft report			4		4				8	\$ 1,620.00		
Utility Location, Coordination and Conflicts									0	\$ -		
Review existing utilities within the road ROW			2		4				6	\$ 1,140.00		
Identify all utilities on plan and profile			2		4	8			14	\$ 2,180.00		
Prepare utility log table			2		6				8	\$ 1,470.00		
Identify utility conflicts with proposed improvements			2		6	12			20	\$ 3,030.00		
Coordinate with utility owners on utility conflicts and relocation			12		36				48	\$ 8,820.00		
Survey Sub Cost									0	\$ 10,640.00		
Gootech Sub Cost									0	\$ 18,600.00		
<b>2. Preliminary Design</b>									<b>148</b>	<b>\$ 24,480.00</b>		
									0	\$ -		
Develop Project Base Plan			2		4	12			18	\$ 2,700.00		
Develop Roadway Plan Sheets			2		8	12			22	\$ 3,360.00	2	11.00
Develop Noise Wall Layout (2 Options)			8		12	16			36	\$ 5,980.00	2	18.00
Develop preliminary signing, marking plan for right turn			2		4	8			14	\$ 2,180.00		
Impact on Traffic Signal Review			2		4				6	\$ 1,140.00		
Prepare 30% Plan Set					4	6			10	\$ 1,440.00		
QA/QC of 30% Plan Set				12					12	\$ 2,460.00		
Prepare Presentation Materials with 2 Options + Meeting			8		2			12	22	\$ 3,510.00		
30% Construction Cost Estimate					2	6			8	\$ 1,110.00		
Preliminary Design Phase Expenses									0	\$ 600.00		
<b>3. Final Design</b>									<b>446</b>	<b>\$ 73,100.00</b>		
Cover Sheet & Index					2	8			10	\$ 1,370.00	2	5.00
General Notes			2		6	12			20	\$ 3,030.00	1	20.00
Roadway Plan Sheets			2		12	24			38	\$ 5,580.00	2	19.00
Noise Wall Plan and Profile Sheets			8		18	30			56	\$ 8,790.00	3	19.00
Siging, Marking Plan for Right Turn			4		8	12			24	\$ 3,840.00	1	24.00
Noise Wall Detail Sheets			16		24	36			76	\$ 12,480.00	3	26.00
Noise Wall Design			4		24	12			40	\$ 6,480.00		
Foundation Design			2		16	8			26	\$ 4,160.00		
Traffic Control Plan			4		8	16			28	\$ 4,360.00	1	28.00
Standard Details FBC, TxDOT and COH			4		4	12			20	\$ 3,180.00	4	5.00
SWPPP Plan with inlet protection			2		4	12			18	\$ 2,700.00	1	18.00
Technical Specifications			6		6				12	\$ 2,430.00		
Construction Cost Estimates (95% and 100%)			4		8	16			28	\$ 4,360.00		
Preparation of 95% and 100% Packages			0		4	6			10	\$ 1,440.00		
QA/QC (95% and 100%)				40					40	\$ 8,200.00		
Final Design Phase Expenses									0	\$ 700.00		
<b>4. Project Management</b>									<b>96</b>	<b>\$ 19,440.00</b>		
Attend Kick-Off Meeting with Program Manager and FBC - 2 Hrs/each			2		2				4	\$ 810.00		
Attend Bi-weekly progress meeting with Program Manager - 12 meetings / Virtual (1 Hr. Prep + 1 Hr meeting			24		24				48	\$ 9,720.00		
COH									0	\$ -		
Coordination Meeting - 1 Meeting ( 2 Hrs/each)			2		2				4	\$ 810.00		
Comment Resolution Meeting - 3 Meetings ( 3 Hrs/each)			9		9				18	\$ 3,645.00		
TxDOT									0	\$ -		
Coordination Meeting - 1 Meeting ( 2 Hrs/each)			2		2				4	\$ 810.00		
Comment Resolution Meeting - 3 Meetings ( 3 Hrs/each)			9		9				18	\$ 3,645.00		
Prepare monthly status report and invoices - Total 6			0					0	0	\$ -		
Overall coordination with Program Manager and project subs			0						0	\$ -		
<b>Total Base Scope Services Fee (Lump Sum):</b>										<b>\$ 171,890.00</b>	<b>22</b>	
<b>5. Bid &amp; Construction Phase Services (T&amp;M)</b>									<b>122</b>	<b>\$ 20,260.00</b>		
Bid Phase Services									0	\$ -		
Review and respond to bid questions			4		8				12	\$ 2,280.00		
Prepare an addenda			4		8	16			28	\$ 4,360.00		
Construction Phase Services									0	\$ -		
Review and respond to RFI			6		12				18	\$ 3,420.00		
Review Submittals			8		16	36			60	\$ 9,240.00		



Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet  
Noise Wall Design at Hillcroft Ave

TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ASSOCIATE ENGINEER	CADD MANAGER	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
Attend a pre-construction meeting			4						4	\$ 960.00		
									0	\$ -		
4. Additional Services										\$ -		
									0	\$ -		
									0	\$ -		
									0	\$ -		
MANHOURL SUBTOTAL	0	0	194	52	354	344	0	12	956			
	0%	0%	20%	5%	37%	36%	0%	1%				
LABOR RATE PER HOUR	\$300.00	\$280.00	\$240.00	\$205.00	\$165.00	\$130.00	\$150.00	\$105.00				
SUBTOTAL LABOR	\$0.00	\$0.00	\$46,560.00	\$10,660.00	\$58,410.00	\$44,720.00	\$0.00	\$1,260.00				
GRAND TOTAL										\$ 192,150.00		