

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Consulting Services for Drainage Review Assistance – FY 2024)

This Agreement for Professional Engineering Services ("Agreement") is made and entered into by and between the Fort Bend County Drainage District ("District"), a Special District created under Chapter 6605 of the Texas Special District Local Laws Code, and Halff Associates, Inc. ("Consultant"), a Texas corporation. District and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Consultant is a professional engineering firm that provides consulting services for drainage review assistance in the Greater Houston area; and

WHEREAS, District desires for Consultant to provide District such consulting services for review of drainage reports submittals; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services for District; and

WHEREAS, pursuant to Section 6604.051 of the Texas Special District Local Laws Code, the Fort Bend County Commissioners Court is the governing body of the District and the agency through which management and control of the District is administered; and

WHEREAS, the Fort Bend County Commissioners Court has determined that this Agreement is necessary to carry out the purposes of the District and is authorized under Chapter 6604 of the Texas Special District Local Laws Code; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, District has determined that Consultant 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 land surveying 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.** Consultant shall render services to District as defined in Consultant's Proposal dated October 6, 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 Consultant's receipt of Notice to Proceed and shall end no later than September 30, 2024. Consultant shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by District.
4. **Compensation and Payment Terms.**
 - (a) Consultant's fees for the Services shall be calculated at the rate(s) set forth in "Attachment B" of Exhibit "A" attached hereto. The Maximum Compensation to Consultant for the Services performed under this Agreement is Eighty Thousand and 00/100 Dollars (\$80,000.00). In no event shall the amount paid by District to Consultant under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) Consultant 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) District will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to District staff person designated by the District's Chief Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to District. District 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. District shall pay each such approved invoice within thirty (30) calendar days. District reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Eighty Thousand and 00/100 Dollars (\$80,000.00). In no event shall the amount paid by District under this Agreement exceed the Maximum Compensation without a District approved change order. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of Eighty Thousand and 00/100 Dollars (\$80,000.00) specifically allocated to fully discharge any and all liabilities District may incur under this Agreement. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that

the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that District may become liable to pay to Consultant under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Eighty Thousand and 00/100 Dollars (\$80,000.00).

6. **Non-appropriation.** Consultant understands and agrees that in the event no funds or insufficient funds are appropriated by the District under this Agreement, District shall immediately notify Consultant 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 District. In no event shall said termination of this Agreement or District's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by District in any amount(s) in excess of those previously funded.
7. **Consultant's General Terms and Conditions.** Consultant has provided District with General Terms and Conditions included in Exhibit "A" attached hereto. District accepts Consultant's General Terms and Conditions subject to the following amendments:
 - (a) Consultant understands and agrees that District is a governmental entity and as such, is subject to certain state laws governing contracts including Chapter 2251 of the Texas Government Code which governs payment by a governmental entity. Any interest on overdue payments by District to Consultant under this Agreement shall be subject to the rates and requirements provided in Tex. Gov't Code § 2251.025. Any provision to the contrary in Consultant's General Terms and Conditions is hereby deleted.
 - (b) Statute of Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas and any provision to the contrary in Consultant's General Terms and Conditions is hereby deleted.
 - (c) Consultant understands and agrees that under the Constitution and laws of the State of Texas, District cannot enter into an agreement whereby District agrees to indemnify or hold harmless another party; therefore, all references of any kind to District defending, indemnifying, holding or saving harmless Consultant for any reason or for any limitations of liability are hereby deleted.
 - (d) District does not agree to pay any and/or all attorney fees incurred by Consultant in any way associated with the Agreement. District does not agree to any waivers of litigation or to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to payment of attorney fees, binding arbitration, or the waiver of a right to litigate a dispute are hereby deleted.

8. **Taxes.** District is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. District shall furnish evidence of its tax-exempt status upon written request by Consultant.
9. **Insurance.** Prior to commencement of the Services, Consultant shall furnish District with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to District. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by District. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form 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.

District 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 Consultant shall contain a waiver of subrogation in favor of District.

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 the work under this Contract is completed.

Consultant 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 District.

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

Approval of the insurance by District shall not relieve or decrease the liability of the Consultant.

10. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT, 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 CONSULTANT OR CONSULTANT'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL. CONSULTANT SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 9 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY DRAINAGE DISTRICT AS AN ADDITIONAL INSURED.
11. **Public Information Act.** Consultant expressly acknowledges and agrees that District 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 District be liable to Consultant 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, District agrees to maintain the confidentiality of information provided by Consultant expressly marked as proprietary or confidential. District shall not be liable to Consultant 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. Consultant further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
12. **Compliance with Laws.** Consultant 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. Consultant in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
13. **Independent Contractor.** 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 Consultant. Consultant and its agents, employees, officers, or volunteers shall not, by

performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of District and shall not be entitled to any of the privileges or benefits of District employment.

14. **Use of Customer Name.** Consultant may use District's name without District's prior written consent only in Consultant's customer lists. Any other use of District's name by Consultant must have the prior written consent of District.
15. **District/District Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
16. **Personnel.** Consultant 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 Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of District, to perform the Services when and as required and without delays.

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

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

17. **Confidential and Proprietary Information.** Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to District. Any and all information of any form obtained by Consultant or its employees or agents from District in the performance of this Agreement shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this

Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

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

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

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

18. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of District upon completion or termination of this Agreement. Consultant shall promptly furnish all such data and material to District on request.
19. **Inspection of Books and Records.** Consultant shall permit District, or any duly authorized agent of District, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services.

District's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Consultant 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.

20. **Termination.** District may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant. Upon termination of this Agreement by District, Consultant 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 District. Consultant's final invoice for said services will be presented to and paid by District 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 Consultant by District.
21. **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, but no later than ten (10) calendar days after, 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; 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.

22. **Assignment.** Consultant may not assign this Agreement to another party without the prior written consent of District.
23. **Successors and Assigns Bound.** District and Consultant 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.

24. **Publicity.** Contact with citizens of Fort Bend District, media outlets, or other governmental agencies shall be the sole responsibility of District. Under no circumstances, whatsoever, shall Consultant release any material or information developed or received during the performance of Services hereunder unless Consultant obtains the express written approval of District or is required to do so by law.
25. **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 District: Fort Bend County Drainage District
Attn: Chief Engineer
301 Jackson Street,
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Consultant: Halff Associates, Inc.
100 I-45 North, Suite 260
Conroe, Texas 77301

26. **Performance Representation.** Consultant represents to District that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Consultant shall provide the Services to District 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.
27. **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.
28. **Conflict.** In the event there is a conflict between the terms of Consultant's General Terms and Conditions in Exhibit "A" attached hereto and the terms of this document titled "Agreement for Professional Land Surveying Services," the terms of this document shall prevail.

29. **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.
30. **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.
31. **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 District of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
32. **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 District, Texas.
33. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by District regardless of content 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:
- (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, 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 § 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, 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 § 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, 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 § 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.
34. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY DRAINAGE DISTRICT IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
35. **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.
36. **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.
37. **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, District and Consultant hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY DRAINAGE DISTRICT

HALFF ASSOCIATES, INC.

KP George, County Judge

C. Andrew Moore
Authorized Agent – Signature

Date

C. Andrew Moore
Authorized Agent- Printed Name

ATTEST:

Water Resources Team Leader
Title

Laura Richard, County Clerk

2/5/2024
Date

APPROVED:

Mark Vogler
Mark Vogler, Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County Drainage District within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Consultant's October 6, 2023 Proposal Follows Behind)



October 6, 2023
43565

Mr. Mark Vogler, PE
General Manager and Chief Engineer
Fort Bend County Drainage District
1124 Blume Road
Rosenberg, TX 77471

RE: Proposal for On-Call Fort Bend County Drainage Reviews

Dear Mr. Vogler,

We are pleased to present the following scope of work for on-call engineering professional services for the Fort Bend County Drainage District for \$80,000.00. The scope of services is attached as Attachment A. Our rate schedule for the on-call services is attached as Attachment B.

We appreciate the opportunity to work with you and the Fort Bend County Drainage District. Please do not hesitate to contact me at amoore@halff.com or at (937) 777-6377 if you have any questions regarding this proposal.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "C. Andrew Moore".

C. Andrew Moore, PE, CFM
Water Resources Team Leader

C: Ryan Londeen, PE, CFM
Kaitlynn Homburg, PE, CFM



**Attachment A
Scope of Work
Drainage Review Assistance Services**

Halff Associates, Inc. (Consultant) will provide assistance in review of drainage reports submittals for Fort Bend County Drainage District (District).

TASK 1. MANAGEMENT

Consultant will manage the work outlined in this scope to help facilitate the efficient use of Consultant's and District's time and resources. Consultant will manage change, communicate, coordinate internally and externally as needed, and address issues with the District's Project Manager and others as necessary to make progress on the work.

1.1 Managing the Team

- Lead, manage and direct team activities
- Establish quality control practices in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2 Communicating and Reporting

- The Consultant will maintain a log of all drainage reviews in a manner approved by the District's Project Manager. The log will include project name and number, dates of receipt of reports, review costs, name of review engineer, date of completion of review, and status of review.
- At the request of the District's Project Manager, the Consultant will attend meetings (virtual) with the Developer and Developer's Engineer to discuss comments. The Consultant will not discuss review comments or meet with Developers or Developer's Engineers concerning the review project outside of the District meetings unless requested by District Staff.
- The Consultant will prepare invoices, in accordance with Attachment B to this standard agreement, and submit monthly in the format requested by the District.

DELIVERABLES

- A. Drainage Review Logs
- B. Digital Copies of all correspondence with Applicants
- C. Monthly Invoices
- D. Monthly Progress Reports

TASK 2. TASK ORDER IMPLEMENTATION

2.1 Initiate Task Order Request

The District's Project Manager or (designated representative) will provide Consultant with digital copies of all submitted materials. The District will specifically request the type of review needed. The files will include the information submitted to the District such as completed checklists, plans, computations, reports, and computer models. The District's Project Manager should also provide additional background information needed by the Consultant such as the existence of known downstream drainage problems and flooding.

2.2 Initial Review

Drainage reports and applicable models will be reviewed for conformance with the most current Drainage Criteria Manual for Fort Bend County. Comments will be summarized in a transmittal letter. The Consultant will be available to discuss comments with the District's Project Manager as needed. The District's Project Manager will be responsible for providing comments to the Developer and Design Engineer. Initial reviews shall be completed within 14 calendar days of notification from District's Project Manager.

2.3 Subsequent Review

Up to one additional review of revised drainage reports and models will be performed by the Consultant. Any other additional reviews are not included in this contract. The review will be completed within 14 calendar days of notice of re-submittal.

If initial comments issued during the initial review have been addressed in the subsequent submittal, Consultant will prepare a letter notifying District's Project Manager that the submittal complies with current drainage criteria for Fort Bend County.

If initial comments are not fully addressed in the subsequent submittal, the District will be notified accordingly. The Consultant will coordinate any other additional reviews with the District in accordance with Task 2.2.



**Attachment B
Compensation
Drainage Review Assistance Services**

Consultant will be compensated for performing services enumerated in **Attachment A** as follows:

MAXIMUM RATE SCHEDULE

Position	Maximum Hourly Rate
Principal-in-Charge	\$340.00
Project Manager	\$250.00
Senior Project Manager	\$280.00
QA/QC Manager	\$260.00
Project Engineer	\$190.00
Senior Engineer-in-Training	\$150.00
Graduate Engineer (EIT)	\$130.00
Senior GIS Analyst	\$165.00
GIS Analyst	\$120.00
CADD Manager	\$155.00
CADD Technician	\$120.00
Administrative /Clerical Support	\$95.00