

§

§

COUNTY OF FORT BEND §

§

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Fort Bend County 2020 Mobility Bond Program)

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 BGE, Inc. (“Consultant”), a Texas Corporation. County and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Consultant is a professional engineering consulting firm which provides surveying, planning, construction management, and other engineering services to various governmental entities; and

WHEREAS, County desires for Consultant provide Preliminary Engineering, Final Design, Surveying, Bidding and Construction Phase Services for improvements to Winkleman (Gaines Road) and Castle Gate Drive under Project No. 20210 of the Fort Bend County 2020 Mobility Program (hereinafter “Services”) pursuant to the policy adopted by Commissioners Court on 6/27/23 for the selection of a firm for engineering services); and

WHEREAS, Consultant 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 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 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.** Consultant shall provide to County, Preliminary Engineering, Final Design, Surveying, Bidding and Construction Phase Services for improvements to Winkleman (Gaines Road) and Castle Gate Drive under Project No. 20210 of the Fort Bend County 2020 Mobility Program (hereinafter “Services”), as provided in Consultant’s Proposal dated December 4, 2023, 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 December 31, 2026. Consultant 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) Consultant’s fees for the Services shall be calculated at the rate(s) set forth in Exhibit “A” attached hereto. The Maximum Compensation to Consultant for the Services performed under this Agreement is One Hundred Ninety-Six Thousand Six Hundred Ninety-Seven and 70/100 Dollars (\$196,697.70). In no event shall the amount paid by County 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) 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 Consultant, 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.** 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 One Hundred Ninety-Six Thousand Six Hundred Ninety-Seven and 70/100 Dollars (\$196,697.70). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 One Hundred Ninety-Six Thousand Six Hundred Ninety-Seven and 70/100 Dollars (\$196,697.70) specifically allocated to fully discharge any and all liabilities County 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 County may become liable to pay to Consultant under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Ninety-Six Thousand Six Hundred Ninety-Seven and 70/100 Dollars (\$196,697.70).

6. **Non-appropriation.** Consultant understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County 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 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 Consultant.
8. **Insurance.** 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 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 Consultant shall contain a waiver of subrogation in favor of County.

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 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 Consultant.

9. **Indemnity. TO THE FULLEST EXTENT ALLOWED BY LAW, CONSULTANT 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 SUBCONSULTANT 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 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.** Consultant 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 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, County agrees to maintain the confidentiality of information provided by Consultant expressly marked as proprietary or confidential. County 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.
11. **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.
12. **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 County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** Consultant may use County's name without County's prior written consent only in Consultant's customer lists. Any other use of County's name by Consultant 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.** 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 County, 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 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, Consultant shall comply with, and will require that all Consultant's Personnel comply with, all applicable rules, regulations and known policies of County 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 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.** 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.

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 may 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.

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 may 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.

Consultant 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 Consultant as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Consultant shall promptly furnish all such documents to County on request. County acknowledges that the Documents are not intended or represented to be suitable for use on the project unless completed by Consultant, or for use or reuse by County or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at County's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.
18. **Inspection of Books and Records.** Consultant shall 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 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.

19. **Termination.** County 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 County, 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 County. Consultant'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 Consultant by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall 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; action by a government agency; 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.** Consultant may not assign this Agreement to another party without the prior written consent of County.
22. **Conflict.** In the event of a conflict between the terms of this Agreement and the terms provided in any exhibits attached hereto, the terms of this Agreement shall prevail.
23. **Successors and Assigns Bound.** County 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 County, media outlets, or other governmental agencies shall be the sole responsibility of County. 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 County 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 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 Consultant:** BGE, Inc.  
10777 Westheimer Road  
Suite 400  
Houston, Texas 77042

26. **Performance Representation.** The Services to County shall be performed with the skill and care ordinarily used by members of the subject profession practicing under the same or similar circumstances and professional license, where required (the "Standard of Care"), and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional. Subject to the Standard of Care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, County, County's other consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
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. **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.

29. **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.
30. **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.
31. **Mediation.** County and Consultant agree to negotiate each dispute between them in good faith after notice of the dispute. If thirty (30) days of negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. The completion of mediation shall be a condition precedent to further exercise of any rights at law to resolve the dispute. If mediation is unsuccessful, then the Parties may exercise their rights at law.
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 County, Texas.
33. **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, 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 IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY 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}*

*{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}*

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

**FORT BEND COUNTY, TEXAS**

**BGE, INC.**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason P. Ellison, P.E.

\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**

\_\_\_\_\_  
Director, Transportation Design

\_\_\_\_\_  
Title

\_\_\_\_\_  
3/12/2024

\_\_\_\_\_  
Date

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

**APPROVED:**



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

**APPROVED AS TO LEGAL FORM:**



\_\_\_\_\_  
LaNetra S. Lary, Assistant County Attorney  
Chief, General Counsel Division

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of **\$196,697.70** are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

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

i:\agreements\2024 agreements\engineering\bge, inc. (24-eng-100270)\professional services agmt (winkleman & castlegate dr.) lsl rev 2.19.24.docx

# EXHIBIT A

(Consultant's Proposal Follows Behind)



Date: December 4, 2023

Gabriel Odreman, PE, PMP  
C/O Fort Bend County Engineering  
Senior Project Manager  
RPS | North America  
575 N Dairy Ashford, Suite 700  
Houston, Texas 77079

Reference: FBC 20210 – Winkelman (Gaines) Rd. at Castle Gate Dr. Intersection Improvements  
Fort Bend County 2020 Mobility Bond Program  
Subject: Proposal-Preliminary & Final Engineering, Bid & Construction Phase Services

Dear Mr. Odreman,

Enclosed are BGE, Inc's proposed fee estimate, manpower and direct expense breakdown and scope of services for Preliminary Engineering, Final Design, Surveying, Bidding and Construction Phase Services for the above referenced project. These documents are based on the project scope discussed at the kick-off meeting between BGE, Inc. and RPS on July 19, 2023. A summary by phase includes:

Phase 1 – Preliminary Engineering Services (including survey)	\$52,716.50
Phase 2 – Final Design Services	\$128,994.00
Phase 3 – Bidding Phase / Construction Phase Services	<u>\$14,987.20</u>
<b>Total Proposed Fee</b>	<b>\$196,697.70</b>

The detailed scope of services and level of effort documents are attached. We will commence work upon receipt of a written notice to proceed. Please contact me if you require any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Jason P. Ellison".

Jason Ellison, P.E.  
Roadway Group Manager  
**BGE, Inc.**

# **2020 Mobility Bond Program**

## **Scope of Services**

### **(BGE, Inc.)**

Scope of Work – Proposed single lane mini-roundabout and rework roadway connection to Castle Gate Drive for Fort Bend County Mobility Bond Project 20210 – **Winkleman Road and Castle Gate Drive.**

Scope of Services – the Engineer (Design Consultant) shall perform surveying, preliminary design, final design, utility coordination, , bidding and construction phase services according to the following detailed scope. The Engineer shall develop the projects in collaboration with the Project Manager firm, who is also under contract with the County.

Project 20210 will be included in a single construction package.

Design Criteria - applicable design criteria for the above projects include, in order of priority:

- 1) Fort Bend County Engineering or Drainage District criteria/standards, including the Fort Bend County Engineering Design Manual (Fort Bend County Engineering Department, March 2022) and the Fort Bend County Drainage Criteria Manual (Fort Bend County Drainage District, November 1987, revised April 1999)
- 2) Municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria (City of Houston)
- 3) Guidelines for Engineers Having Contracts with Harris County, Texas (Harris County Public Infrastructure Department, 1987)
- 4) Applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable)

The following scope utilizes a **lump sum method of payment** unless otherwise noted.

## **PRELIMINARY DESIGN**

### **Design Survey**

Prepare a planimetric and topographical survey to include:

- Temporary benchmarks and control (1,000-foot maximum spacing)
- Visible surface features including pavements, curbs, medians, median openings, side streets, driveways, sidewalks, pedestrian ramps, mailboxes, striping, signs (with panel description), signal poles, ditches, fencing, etc. Provide photos of each sign.
- Utilities including marker or pole locations, and description of marker or pole (type of utility and owner shown on marker). Provide photos of each utility marker or visible surface feature. Research to obtain record documents for existing facilities including location and depths of pipelines. Provide utility data to SUE quality level B.
- Drainage features to include:
  - Storm sewer sizes, pipe alignment at each manhole or inlet, and flowline

## **2020 Mobility Bond Program Scope of Services (BGE, Inc.)**

shots. Remove manhole covers and obtain flowline shots, pipe size measurements, and pipe flow directions.

- Culvert sizes, directions of flow, and end treatments
- 
- Extend survey to include ROW. Include all fences and other features along ROW line.
- Prepare a topographical survey to include shots of center of roadways, edge of roadways, gutter, sidewalks, driveways, curb, ditches, ROW, fences at ROW, and any other break lines sufficient to create a 3D DTM.
- Develop a full DTM.
- Survey limits will match previous Interland survey which are generally described as: Winkleman Rd. / Gaines Rd. / Castle Gate Dr. Intersection –350 linear feet to the west, 400 linear feet to the north, and 250 linear feet to the east.

Topographic survey should be taken within existing right-of-way through the limits of Winkleman Rd. / Gaines Rd. / Castle Gate Dr. identified above.

Temporary benchmarks and baseline control should be set, both with 1,000-foot maximum spacing between points. Abstracting should be performed to gain a preliminary determination of property ownership and existing right-of-way widths. During survey, found property corners should be documented so that the approximate location of the right-of-way can be determined. Edges of structures in clear view (not behind privacy fences) and within 100 feet of the existing right-of-way should be surveyed. Include the existing right-of-way line in the planimetric survey deliverable.

During survey, found property corners should be documented so that the approximate location of the right-of-way can be determined. Edges of structures in clear view (not behind privacy fences) and within 100 feet of the existing right-of-way should be surveyed. Include the existing right-of-way line in the planimetric survey deliverable.

### Design Survey Deliverables

- Survey Control Map with Monument Details (11x17 sealed sheet)
- Abstracting to determine property ownership and ROW dimensions
- 2D Planimetric file in Microstation Select Series 10 format
- 3D DTM in Microstation Select Series 10 format
- ASCII point file of all shots
- Triangulated TIN file
- KMZ file of 2D planimetric survey
- PDF of field books
- Photos of all signs, utility markers, and inside of manholes as described above

Files shall be named according to Fort Bend County's file naming convention and



**2020 Mobility Bond Program  
Scope of Services  
(BGE, Inc.)**

digital submittal requirements which will be provided.

**Drainage Impact Study (DIS) (Time & Materials Method of Payment)**

Prepare a drainage impact study to include drainage area maps, hydrologic computations, hydraulic models and computations, and storm runoff mitigation for roadway improvements described in the scope of work. Utilize Atlas-14 rainfall data for runoff computation. Compute system capacities to accommodate Atlas-14 runoff.

Prepare a model (100-year only) to determine storm water detention volume requirements. Meet with the Fort Bend County Drainage District to confirm approach to any applicable mitigation.

**Preliminary Engineering Report (PER) (Time & Materials Method of Payment)**

The PER report has been prepared by CDGCE (Charles D. Gooden Consulting Engineers, Inc) and will not be required as part of this contract.

The Engineer will review the PER prepared by CDGCE and may propose an appendix to the PER for revisions to the recommended alternative. The Engineer will not prepare a separate PER document.

**Utility Coordination (Time & Materials Method of Payment)**

The Engineer shall research to determine the existence and location of underground utilities (pipelines, duct banks, etc.). Any subsurface utility investigation (SUI) should be at the expense of the utility company. Utility company signatures will not be required on completed drawings.

The Engineer will:

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

Unless otherwise noted, the preliminary design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis by task. Major tasks of preliminary design (design, survey, geotechnical, etc.) should be itemized in

**2020 Mobility Bond Program  
Scope of Services  
(BGE, Inc.)**

invoices.

**FINAL DESIGN**

**Roadway Design**

Prepare roadway designs at each location as follows:

1. Typical Sections – prepare existing and proposed typical sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
2. Overall Project Layout – prepare project layout sheets at 100 scale showing the overall project.
3. Plan and Profiles – prepare P&P sheets (1"=20' plan scale but printed half-size for a 1"=40' scale) showing all existing and proposed facilities in plan and profile; separate drawings for roadway and storm sewer are not necessary
4. Intersection Layouts – prepare sheets (1"=20' plan scale but printed half-size for a 1"=40' scale) showing geometric and grading details of all public intersections.
5. Driveway Details – prepare a sheet with driveway grading details (length & grades) in tabular form in conformance with the County's Driveway Details standard.
6. Cross Sections – prepare roadway cross sections at 50-foot intervals. Cross sections are to be utilized for contractor's information only and should graphically show pavement structure, final grading, drainage ditches, and the ROW line. Typical Sections will not be developed for non-standard cross sections. Cross sections are generally not be sealed and do not supersede information in the sealed plans.

Roadway Design Deliverables

- Cross Sections Sheets
- See additional sheet deliverables under Final Design Plans

**Drainage Design**

Prepare drainage designs as follows:

1. Drainage and Storm Sewer Designs – prepare drainage areas, hydrologic computations, inlet calculations, storm sewer hydraulic computations, ditch computations and outfall designs for storm sewers or ditches. Size system to convey Atlas-14 runoff for design year event. Depict storm sewer geometry individual Storm Sewer P&P sheets in addition to SWPPP elements.
2. Miscellaneous Drainage Details – prepare details for storm sewers or ditches to accommodate detention requirements and / or to tie to ultimate system.

Drainage Design Deliverables

- Storm Sewer Models
- Miscellaneous Drainage Details

# **2020 Mobility Bond Program**

## **Scope of Services**

### **(BGE, Inc.)**

- See additional sheet deliverables under Final Design Plans

#### **Signing, Pavement Markings, and Traffic Control Plan**

Prepare signing, pavement markings, and TCP designs in accordance with Fort Bend County standards, the TMUTCD, and criteria listed above.

Prepare designs as follows:

1. TCP – prepare General Construction Notes and Detour Layouts. This scope assumes that the intersection will be reduced to one direction of traffic during construction at all times while the other direction of traffic will be detoured along adjacent streets.
2. Signing & Pavement Markings – prepare separate plan layouts (1"=20' plan scale but printed half-size for a 1"=40' scale, double-bank sheets) to depict signing and pavement markings along Winkleman Rd to avoid overcrowding on the Roadway P&P sheets.

#### Signing, Pvt Mrk, TCP Design Deliverables

- General Construction Notes
- TCP Construction Sequence
- Detour Layouts
- Signing & Pavement Marking Layouts
- See additional sheet deliverables under Final Design Plans

#### **Illumination Plans**

Prepare illumination designs at the Winkleman / Castle Gate intersection in accordance with Fort Bend County standards, the TMUTCD, and additional documents listed in the original contract.

#### Illumination Design Deliverables

- Illumination Design Plans (Lighting General Notes, Proposed Layout, Details, Electrical Schedule)

#### **Storm Water Pollution Prevention Plan (SWPPP)**

Prepare SWPPP designs in accordance with Fort Bend County standards and criteria listed above. Place SWPPP features on drainage / storm sewer plan sheets.

#### SWPPP Deliverables

- On Storm Sewer sheets

#### **Final Design Plans - 30 Percent Submittal**

Interim submittals will be made at 30 percent and 95 percent completion, and should include drawings, a specification table of contents (and/or special

**2020 Mobility Bond Program  
Scope of Services  
(BGE, Inc.)**

specifications, as applicable), and a construction cost estimate.

The 30 percent submittal should include the following as applicable:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
- Sheet Index
- Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- Survey control map
- Plan and profile sheets (1"=20' plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; detailed callouts not required at 30%)
- Intersection Layouts (detailed callouts not required at 30%)
- Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
- Storm Sewer Plan and Profile sheets (1"=20' plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; detailed callouts not required at 30%)
- Traffic control plan (construction detour with road closure; use of construction zone standards is encouraged)
- Signing & Pavement Marking Layouts (details not required at 30%)
- Storm Water Pollution Prevention Plan (on P&P sheets)
- Cost Estimate
- Utility Conflict Matrix

The 30 percent submittal will be required for Program Management review, and drawings can be submitted digitally (PDF) on 11-inch by 17-inch sheets. A digital copy (PDF) of the list of specifications and estimate will also be required.

**Final Design Plans - 95 Percent Submittal**

The 95 percent submittal should be considered complete, shall include a 95% interim seal, and shall include all of the 30 percent requirements plus the following as applicable:

- General notes sheet
- Verify earthwork quantities with cross sections at 50-foot intervals
- Driveway Details

## **2020 Mobility Bond Program Scope of Services (BGE, Inc.)**

- Signage and pavement marking plans
- Standard construction details
  - Roadway, Pavement, Curb
  - Sidewalks, Ramps
  - Drainage, Manholes, Inlets, Outfalls
  - Signing & Striping
  - Slope Paving
  - Project Sign
- List of Specifications (use Harris County Specifications) (bid documents and Project Manual)
- Bid form with estimated unit and total costs (spreadsheet based)
- Utility Conflict Matrix
- Responses to 30 percent comments

The 95 percent submittal will be required for Program Management review, and drawings can be submitted digitally (PDF) on 11-inch by 17-inch sheets. A digital copy(PDF) of the list of specifications and estimate will also be required.

### **Final Design Plans - 100 Percent Submittal**

The 100 percent design submittal shall consist of one sealed and signed set of PDF drawings delivered to the Program Management firm, along with a PDF submittal of the list of specifications, bid form (excel), project manual, and estimate.

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

## **BID AND CONSTRUCTION PHASE SERVICES**

### **Bid Phase (Time & Materials Method of Payment)**

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

- Administrative documents (prepared by the County)
- Summary of Work
- The bid form (prepared through Excel)
- A sealed specification table of contents
- Applicable specifications and documents
- Utility Conflict Matrix
- Geotechnical Report

**2020 Mobility Bond Program**  
**Scope of Services**  
**(BGE, Inc.)**

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

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

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

After the bid, the Project Manager will prepare a bid tabulation and provide a copy to the Design Consultant for filing. The Design Consultant will not provide a letter of recommendation.

**Construction Phase (Time & Materials Method of Payment)**

The Design Consultant will attend a pre-construction meeting with County staff, Project Manager, general contractor, and construction materials testing contractor. Prior to the meeting, the Project Manager will inform the Design Consultant of how many drawing and project manual sets are required (not to exceed 10), and the Design Consultant will provide these documents at the pre-construction meeting.

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

Field visits and progress meetings will be required as needed.

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

All bid and construction phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its Project Manager and the Design Consultant. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the Design Consultant.

**2020 Mobility Bond Program  
Scope of Services  
(BGE, Inc.)**

**CONTRACT ADMINISTRATION**

Manage professional contract, develop and maintain a project schedule, prepare and manage subconsultant contracts, perform project administration, progress reports, and correspondence. Coordinate with and attend meetings with the Project Management firm and the County. Prepare, distribute, and retain correspondence. Document project discussions via phone calls or conference calls as required.

**2020 Mobility Bond Program  
Scope of Services  
(BGE, Inc.)**

**EXCLUSIONS**

The following items and tasks are excluded from the scope and may be added with a supplemental agreement:

- Preliminary wetlands investigations and project notification to the Texas Historical Commission will be performed by the County on a program-wide basis.
- Phase 1 Environmental Site Assessment
- Right of entry coordination or letters
- Abstracting to determine property ownership and ROW dimensions
- Existing or proposed ROW mapping (metes and bounds; parcel sketches)
- All administrative project front end documents (cover page, Notice to Bidders, etc.) to be prepared by the County.
- Pavement/concrete/asphalt mix design for construction phased services.
- A letter of recommendation from the Design Consultant to award the project.
- Public utility (water and wastewater) design.
- Additional study of sizing of adjusted public utility lines.
- Warrant study or plans for signals.
- Subsurface utility engineering (SUE) designation survey (except as included with planimetric survey).
- Soil borings, geotechnical investigation, or pavement design.
- Proposed ROW determination, ROW Mapping, metes or bounds
- Construction field visits
- Substantial Completion Walkthrough



# FEE SCHEDULE Summary

Fort Bend County 2020 Mobility Bond Program  
Winkleman (Gaines) Road @ Castle Gate Drive Intersection Improvements  
Project No. 20210  
PRIME PROVIDER: BGE, Inc.

FIRM SUMMARY		
Firm	Amount	Percent
BGE, Inc.	\$ 196,697.70	100.0%
Total	\$ 196,697.70	100.0%

SUMMARY BY PAYMENT BASIS			
	Firm		
	BGE, Inc. (Design)	BGE, Inc. (Survey)	Total
<b>LUMP SUM PAYMENT BASIS</b>			
Preliminary Design (Survey)		\$ 12,293.50	\$ 12,293.50
Final Design	\$ 117,998.00		\$ 117,998.00
Contract Administration	\$ 9,772.00		\$ 9,772.00
DIRECT EXPENSES	\$ 1,224.00		\$ 1,224.00
SUBTOTAL (LUMP SUM PAYMENT BASIS)	\$ 128,994.00	\$ 12,293.50	\$ 141,287.50
<b>TIME AND MATERIALS PAYMENT BASIS</b>			
Preliminary Engineering Report (PER) Appendix	\$ 7,765.00		\$ 7,765.00
Drainage Impact Study	\$ 21,760.00		\$ 21,760.00
Utility Coordination	\$ 10,898.00		\$ 10,898.00
Bid and Construction Phase Services	\$ 14,987.20		\$ 14,987.20
ROW Mapping / Parcel Documents (Not Included)		\$ -	
SUBTOTAL (TIME & MATERIALS PAYMENT BASIS)	\$ 55,410.20	\$ -	\$ 55,410.20
GRAND TOTAL	\$ 184,404.20	\$ 12,293.50	\$ 196,697.70

SUMMARY BY CONTRACT PHASE & DISCIPLINE			
	Firm		
	BGE, Inc. (Design)	BGE, Inc. (Survey)	Total
<b>PHASE 1 - PRELIMINARY ENGINEERING</b>			
Geotechnical / Pavement Design (Not Included)			
Subsurface Utility Engineering (Not Included)			
Survey		\$ 12,293.50	\$ 12,293.50
Preliminary Engineering Report (PER) Appendix	\$ 7,765.00		\$ 7,765.00
Drainage Impact Study	\$ 21,760.00		\$ 21,760.00
Utility Coordination	\$ 10,898.00		\$ 10,898.00
SUBTOTAL (PRELIMINARY ENGINEERING)	\$ 40,423.00	\$ 12,293.50	\$ 52,716.50
<b>PHASE 2 - FINAL DESIGN</b>			
Final Design	\$ 117,998.00		\$ 117,998.00
ROW Mapping / Parcel Documents (Not Included)		\$ -	\$ -
Contract Administration and Direct Expenses	\$ 10,996.00		\$ 10,996.00
SUBTOTAL (FINAL DESIGN)	\$ 128,994.00	\$ -	\$ 128,994.00
<b>PHASE 3 - BID AND CONSTRUCTION PHASE SERVICES</b>	\$ 14,987.20		\$ 14,987.20
GRAND TOTAL	\$ 184,404.20	\$ 12,293.50	\$ 196,697.70

FEE SCHEDULE  
(LUMP SUM PAYMENT BASIS)  
Prelim Final Design (BGE)

Fort Bend County 2020 Mobility Bond Program  
Winkleman (Gaines) Road @ Castle Gate Drive Intersection Improvements  
Project No. 20210  
SUMMARY OF SCOPE - Engineering

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				

PRELIMINARY DESIGN (TIME AND MATERIALS PAYMENT BASIS)												
<b>Preliminary Engineering Report (PER)</b>												
Develop Revised Alternative (Analysis & Exhibit)		1	4	4	4	4			17	\$ 2,231.00	-	-
Analyze Revised Alternative vs. Ultimate Gaines Road Design		1	4	8					13	\$ 1,875.00	-	-
Alternative Review Meeting w/ FBC	3	3	3					2	11	\$ 1,860.00	-	-
Develop appendix to PER w/ updated recommendations		1	4	4				4	13	\$ 1,643.00	-	-
								2	2	\$ 156.00	-	-
HOURS SUB-TOTALS	3	6	15	16	4	4	0	8	56			
<b>SUBTOTAL</b>	<b>\$720.00</b>	<b>\$1,050.00</b>	<b>\$2,295.00</b>	<b>\$2,176.00</b>	<b>\$464.00</b>	<b>\$436.00</b>	<b>\$0.00</b>	<b>\$624.00</b>	<b>\$7,765.00</b>	<b>\$7,765.00</b>		

<b>Drainage Impact Study (DIS)</b>												
Drainage Impact Study Letter Report (submit to FBCDD)	1	4	12	40	40				97	\$ 12,856.00		
Stormwater Mitigation Calculations / Detention Concept		4	8	24	16				52	\$ 7,044.00		
Meeting w/ FBCDD	3	3	3					2	11	\$ 1,860.00	-	-
HOURS SUB-TOTALS	4	11	23	64	56	0	0	2	160			
<b>SUBTOTAL</b>	<b>\$960.00</b>	<b>\$1,925.00</b>	<b>\$3,519.00</b>	<b>\$8,704.00</b>	<b>\$6,496.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$156.00</b>	<b>\$21,760.00</b>	<b>\$21,760.00</b>		

<b>Utility Coordination</b>												
Identify Existing Utilities (Records Research)			1	4	4				9	\$ 1,161.00		
Field Visit (2)		3	3		3				9	\$ 1,332.00		
Coordination with Private Utilities Companies			2	8	8				18	\$ 2,322.00		
Coordination / Meetings with City (Water and Sanitary)		2	8	8					18	\$ 2,662.00		
Develop and Maintain Utility Conflict List			2	4	8			4	18	\$ 2,090.00		
Utility Progress Calls with RPS		1	4	4					9	\$ 1,331.00		
HOURS SUB-TOTALS	0	6	20	28	23	0	0	4	81			
<b>SUBTOTAL</b>	<b>\$0.00</b>	<b>\$1,050.00</b>	<b>\$3,060.00</b>	<b>\$3,808.00</b>	<b>\$2,668.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$312.00</b>	<b>\$10,898.00</b>	<b>\$10,898.00</b>		

<b>SUBTOTAL PRELIMINARY DESIGN</b>	<b>7</b>	<b>23</b>	<b>58</b>	<b>108</b>	<b>83</b>	<b>4</b>	<b>0</b>	<b>14</b>	<b>297</b>	<b>0</b>		
	<b>\$1,680.00</b>	<b>\$4,025.00</b>	<b>\$8,874.00</b>	<b>\$14,688.00</b>	<b>\$9,628.00</b>	<b>\$436.00</b>	<b>\$0.00</b>	<b>\$1,092.00</b>	<b>\$40,423.00</b>	<b>\$40,423.00</b>		

FEE SCHEDULE  
(LUMP SUM PAYMENT BASIS)  
Prelim Final Design (BGE)

Fort Bend County 2020 Mobility Bond Program  
Winkleman (Gaines) Road @ Castle Gate Drive Intersection Improvements  
Project No. 20210  
SUMMARY OF SCOPE - Engineering

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				
FINAL DESIGN (LUMP SUM PAYMENT BASIS)												
Miscellaneous												
Cover Sheet		1	1			2	4		8	\$ 886.00	1	8
Index of Sheets			1	8	4	2			15	\$ 1,923.00	1	15
Roadway Design												
Alignment/Baseline Definition			1	2	4	1			8	\$ 998.00	1	8
Finalize Geometrics		2	4	8	8	4			26	\$ 3,414.00		
Roadway P&Ps (11x17, Scale: 1"=40')	1	2	4	12	20	8			47	\$ 6,026.00	2	24
Project Layout (11x17, Scale: 1"=100')				2	2	2			6	\$ 722.00	1	6
Existing and Proposed Typical Sections		1	2	8	16	8			35	\$ 4,297.00	2	18
Cross Sections (50' spacing)		1	4	16	16	2			39	\$ 5,037.00		
Earthwork Computations			1	8	16				25	\$ 3,097.00	-	-
Driveway Details / Miscellaneous Roadway Details			1	6	8	4			19	\$ 2,333.00	1	19
Intersection Layouts (Scale: 1"=40")	1	2	4	8	4	4			23	\$ 3,190.00	1	23
HOURS SUB-TOTALS	2	9	23	78	98	37	4	0	251			
SUBTOTAL	\$480.00	\$1,575.00	\$3,519.00	\$10,608.00	\$11,368.00	\$4,033.00	\$340.00	\$0.00	\$31,923.00	\$31,923.00		
Drainage Design												
Drainage and Storm Designs												
Drainage Area Maps	1	1	1	6	12	4			25	\$ 3,212.00	2	13
Ditch Capacity Calculations			1	4	8				13	\$ 1,625.00		
Storm Sewer & Lateral Details	1		1	12	20	8	8		50	\$ 5,897.00	2	25
Hydraulic Computations & Sheet			1	12	24	4			41	\$ 5,005.00	2	21
Miscellaneous Drainage Details			1	6	12	4	4		27	\$ 3,137.00	2	14
HOURS SUB-TOTALS	2	1	5	40	76	20	12	0	156		8	
SUBTOTAL	\$480.00	\$175.00	\$765.00	\$5,440.00	\$8,816.00	\$2,180.00	\$1,020.00	\$0.00	\$18,876.00	\$18,876.00		
Municipal Utility Adjustment Plans												
Municipal Utility Relocation Plans (11x17, Scale: 1"=40') - Not included in scope												
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0		10	
SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

FEE SCHEDULE  
(LUMP SUM PAYMENT BASIS)  
Prelim Final Design (BGE)

Fort Bend County 2020 Mobility Bond Program  
Winkleman (Gaines) Road @ Castle Gate Drive Intersection Improvements  
Project No. 20210  
SUMMARY OF SCOPE - Engineering

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
<b>CONTRACT RATE PER HOUR</b>	<b>\$ 240.00</b>	<b>\$ 175.00</b>	<b>\$ 153.00</b>	<b>\$ 136.00</b>	<b>\$ 116.00</b>	<b>\$ 109.00</b>	<b>\$ 85.00</b>	<b>\$ 78.00</b>				
Signing, Pavement Markings, and TCP												
Siging and Striping Plans (11x17, Scale: 1"=40')	1		2	12	24	4	4		47	\$ 5,738.00	2	24
Fort Bend County General Construction Notes / TCP Narrative			2	4		4			10	\$ 1,286.00	1	10
Detour Layouts for Road Closure (Local and Thoroughfare)			2	8	12		8		30	\$ 3,466.00	2	15
TCP Layouts (11x17, Scale: 1"=40')			4	24	40	16	16		100	\$ 11,620.00	4	25
Miscellaneous TCP Details			1	4	8	4			17	\$ 2,061.00	1	17
HOURS SUB-TOTALS	1	0	11	52	84	28	28	0	204		10	
<b>SUBTOTAL</b>	<b>\$240.00</b>	<b>\$0.00</b>	<b>\$1,683.00</b>	<b>\$7,072.00</b>	<b>\$9,744.00</b>	<b>\$3,052.00</b>	<b>\$2,380.00</b>	<b>\$0.00</b>	<b>\$24,171.00</b>	<b>\$24,171.00</b>		
<b>Illumination</b>												
Illumination Plans	1		4	24	40	16	8		93	\$ 11,180.00	4	23
Illumination Details	1		4	4	8	8	4		29	\$ 3,536.00	1	29
HOURS SUB-TOTALS	2	0	8	28	48	24	12	0	122		5	
<b>SUBTOTAL</b>	<b>\$480.00</b>	<b>\$0.00</b>	<b>\$1,224.00</b>	<b>\$3,808.00</b>	<b>\$5,568.00</b>	<b>\$2,616.00</b>	<b>\$1,020.00</b>	<b>\$0.00</b>	<b>\$14,716.00</b>	<b>\$14,716.00</b>		
<b>Storm Water Pollution Prevention Plan (SWPPP)</b>												
SWPPP (on P&P Sheets)			2	4	8				14	\$ 1,778.00		
HOURS SUB-TOTALS	0	0	2	4	8	0	0	0	14		0	
<b>SUBTOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$306.00</b>	<b>\$544.00</b>	<b>\$928.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,778.00</b>	<b>\$1,778.00</b>		
<b>Final Design Plans</b>												
<b>Submittals (30%, 95%, 100%)</b>												
Quantity Computations		1	12	16	40		4		73	\$ 9,167.00		
Cost Estimate		1	4	8	8				21	\$ 2,803.00		
Standards			1	1	4		4		10	\$ 1,093.00		
Specifications Table		1	4	8					13	\$ 1,875.00		
QA/QC	8	16						2	26	\$ 4,876.00		
Prepare Submittals (30/95/100)	1		8		8				17	\$ 2,392.00		
Prepare Bid Form			8		16			16	40	\$ 4,328.00		
HOURS SUB-TOTALS	9	19	37	33	76	0	8	18	200		0	
<b>SUBTOTAL</b>	<b>\$2,160.00</b>	<b>\$3,325.00</b>	<b>\$5,661.00</b>	<b>\$4,488.00</b>	<b>\$8,816.00</b>	<b>\$0.00</b>	<b>\$680.00</b>	<b>\$1,404.00</b>	<b>\$26,534.00</b>	<b>\$26,534.00</b>		
<b>SUBTOTAL FINAL DESIGN</b>	<b>16</b>	<b>29</b>	<b>86</b>	<b>235</b>	<b>390</b>	<b>109</b>	<b>64</b>	<b>18</b>	<b>947</b>		<b>33</b>	
	<b>\$3,360.00</b>	<b>\$5,075.00</b>	<b>\$11,934.00</b>	<b>\$28,152.00</b>	<b>\$39,672.00</b>	<b>\$9,265.00</b>	<b>\$4,420.00</b>	<b>\$1,404.00</b>	<b>\$117,998.00</b>	<b>\$117,998.00</b>		

FEE SCHEDULE  
(LUMP SUM PAYMENT BASIS)  
Prelim Final Design (BGE)

Fort Bend County 2020 Mobility Bond Program  
Winkleman (Gaines) Road @ Castle Gate Drive Intersection Improvements  
Project No. 20210  
SUMMARY OF SCOPE - Engineering

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				
CONTRACT ADMINISTRATION (LUMP SUM PAYMENT BASIS)												
Develop and Maintain Project Schedule			4						4	\$ 612.00		
Prepare and Manage Subconsultant Contracts									0	\$ -		
Document Control for Project Admin, Progress Reports, & Correspondence		2	4					8	14	\$ 1,586.00		
Monthly Conference Calls	2	2	12	12					28	\$ 4,298.00		
Review Meetings and Documentation (Fort Bend County)(2)	4		6						10	\$ 1,878.00		
Review Meetings and Documentation (City)(2)	2		6						8	\$ 1,398.00		
HOURS SUB-TOTALS	8	4	32	12	0	0	0	8	64			
SUBTOTAL	\$1,920.00	\$700.00	\$4,896.00	\$1,632.00	\$0.00	\$0.00	\$0.00	\$624.00	\$9,772.00	\$9,772.00		

TOTAL HOURS	31	56	176	355	473	113	64	40	1,308			
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				
SUBTOTAL LABOR EXPENSES	\$ 7,440.00	\$ 9,800.00	\$ 26,928.00	\$ 48,280.00	\$ 54,868.00	\$ 12,317.00	\$ 5,440.00	\$ 3,120.00	\$168,193.00			
DIRECT EXPENSES	QUANTITY	UNIT	RATE							TOTAL		
MILEAGE	100	mile	\$ 0.535							\$ 53.50		
OVERNIGHT MAIL - OVERSIZED BOX	3	each	\$ 35.00							\$ 105.00		
TDLR / RAS Review Fee	1	LS	\$ 750.00							\$ 750.00		
Utility Record Plan Fees (Private and City)	1	LS	\$ 200.00							\$ 200.00		
Utility Pothole (Lv A SUE) - excluded	0	each	\$ 1,500.00							\$ -		
Level B SUE - excluded	0	LF	\$ 1.60							\$ -		
PHOTOCOPIES B/W (11" X 17")	200	each	\$ 0.20							\$ 40.00		
PHOTOCOPIES B/W (8 1/2" X 11")	200	each	\$ 0.10							\$ 20.00		
PHOTOCOPIES COLOR (11" X 17")	20	each	\$ 1.25							\$ 25.00		
PHOTOCOPIES COLOR (8 1/2" X 11")	20	each	\$ 0.65							\$ 13.00		
PLOTS (COLOR ON BOND)	10	per sq. ft.	\$ 1.75							\$ 17.50		
SUBTOTAL DIRECT EXPENSES										\$ 1,224.00		
TOTAL										\$169,417.00		

FEE SCHEDULE  
(LUMP SUM PAYMENT BASIS)

Fort Bend County 2020 Mobility Bond Program  
Winkleman (Gaines) Road @ Castle Gate Drive Intersection Improvements  
Project No. 20210  
SUMMARY OF SCOPE - Survey (Lump Sum)

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	RPLS - TASK LEADER	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	ADMIN/ CLERICAL	Field Crew		TOTAL HRS. & COSTS	COST PER TASK
CONTRACT RATE PER HOUR	\$ 165.00	\$ 125.00	\$ 110.00	\$ 95.00	\$ 175.00			
SURVEY (LUMP SUM PAYMENT BASIS)								
Topo Survey	2	20			10		32	\$ 4,580.00
Control Sheets	2	20			10		32	\$ 4,580.00
ROW Research / ROW line determination	2	8			10		20	\$ 3,080.00
HOURS SUB-TOTALS	6	48	0	0	30	0	84	
SUBTOTAL	\$990.00	\$6,000.00	\$0.00	\$0.00	\$5,250.00	\$0.00	\$12,240.00	\$12,240.00

TOTAL HOURS	6	48	0	0	30	0	84.0	
CONTRACT RATE PER HOUR	\$ 165.00	\$ 125.00	\$ 110.00	\$ 95.00	\$ 175.00	\$ -		
SUBTOTAL LABOR EXPENSES	\$ 990.00	\$ 6,000.00	\$ -	\$ -	\$ 5,250.00	\$ -	\$12,240.00	
DIRECT EXPENSES	QUANTITY	UNIT	RATE				TOTAL	
MILEAGE	100	mile	\$ 0.535				\$ 53.50	
							\$ -	
SUBTOTAL OTHER DIRECT EXPENSES							\$ 53.50	
TOTAL							\$12,293.50	

FEE SCHEDULE  
(TIME & MATERIALS PAYMENT BASIS)  
Bid Const (BGE)

Fort Bend County 2020 Mobility Bond Program  
Winkleman (Gaines) Road @ Castle Gate Drive Intersection Improvements  
Project No. 20210  
SUMMARY OF SCOPE - Engineering (Time & Materials)

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				

BID AND CONSTRUCTION PHASE SERVICES (TIME AND MATERIALS PAYMENT BASIS)												
<b>Bid Phase</b>												
Compile Project Manual	1		8		12			8	29	\$ 3,480.00		
Prepare Bid Tabulation Form - excluded												
Attend Pre-Bid Meeting			3	3					6	\$ 867.00		
Addressing Bidder Questions	1		4	4					9	\$ 1,396.00		
HOURS SUB-TOTALS	2	0	15	7	12	0	0	8	44		0	
<b>SUBTOTAL</b>	\$480.00	\$0.00	\$2,295.00	\$952.00	\$1,392.00	\$0.00	\$0.00	\$624.00	\$5,743.00	\$5,743.00		

<b>Construction Phase</b>												
Pre Construction Meeting	1		2	2					5	\$ 818.00		
Review Contractor Submittals & RFIs												
Submittals (5)	1		8	10				3	22	\$ 3,058.00		
RFIs (10)	1		8	10				2	21	\$ 2,980.00		
Field Visits & Progress Meetings - excluded												
Field Visits (3) - excluded										\$ -		
Progress Meetings (12) - Teams - excluded										\$ -		
Completion Walkthrough - excluded										\$ -		
Prepare Record Drawings	1		4	4	8				17	\$ 2,324.00		
HOURS SUB-TOTALS	4	0	22	26	8	0	0	5	65		0	
<b>SUBTOTAL</b>	\$960.00	\$0.00	\$3,366.00	\$3,536.00	\$928.00	\$0.00	\$0.00	\$390.00	\$9,180.00	\$9,180.00		
<b>SUBTOTAL BID AND CONSTRUCTION PHASE SERVICES</b>	6	0	37	33	20	0	0	13	109	0		
	\$1,440.00	\$0.00	\$5,661.00	\$4,488.00	\$2,320.00	\$0.00	\$0.00	\$1,014.00	\$14,923.00	\$14,923.00		

<b>TOTAL HOURS</b>	6	0	37	33	20	0	0	13	109			
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				
<b>SUBTOTAL LABOR EXPENSES</b>	\$ 1,440.00	\$ -	\$ 5,661.00	\$ 4,488.00	\$ 2,320.00	\$ -	\$ -	\$ 1,014.00	<b>\$14,923.00</b>			
<b>DIRECT EXPENSES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>RATE</b>							<b>TOTAL</b>		
MILEAGE	120	mile	\$ 0.535							\$ 64.20		
OVERNIGHT MAIL - OVERSIZED BOX		each	\$ 35.00							\$ -		
PHOTOCOPIES B/W (11" X 17")		each	\$ 0.20							\$ -		
PHOTOCOPIES B/W (8 1/2" X 11")		each	\$ 0.10							\$ -		
PHOTOCOPIES COLOR (11" X 17")		each	\$ 1.25							\$ -		
PHOTOCOPIES COLOR (8 1/2" X 11")		each	\$ 0.65							\$ -		
PLOTS (COLOR ON BOND)		per sq. ft.	\$ 1.75							\$ -		
<b>SUBTOTAL DIRECT EXPENSES</b>										<b>\$ 64.20</b>		

FEE SCHEDULE  
(TIME & MATERIALS PAYMENT BASIS)  
Bid Const (BGE)

Fort Bend County 2020 Mobility Bond Program  
Winkleman (Gaines) Road @ Castle Gate Drive Intersection Improvements  
Project No. 20210  
SUMMARY OF SCOPE - Engineering (Time & Materials)

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				
TOTAL									\$ 14,987.20			