

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

### **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Brown & Gay Engineers, Inc. (hereinafter "Engineer"), a company authorized to conduct business in the State of Texas.

### WITNESSETH

WHEREAS, County desires that Engineer provides preliminary engineering, final design, contract and limited construction phase services for the extension of Spring Green Boulevard, Crossover Road and Cinco Trace Boulevard, within the extents depicted on the attached exhibit, as four-lane boulevard section roadways with curb and gutter and storm sewer (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

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

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

### AGREEMENT

#### **Section 1. Scope of Services**

Engineer shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

#### **Section 2. Personnel**

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

2.2 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Engineer's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred fifty thousand dollars and no/100 (\$150,000). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The Maximum Compensation shall be allocated as follows:

3.1.1. \$115,000 for Total Basic Services

3.1.2. \$35,000 for Additional Services

3.2 All performance of the Scope of Services by Engineer including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Engineer 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 fifty thousand dollars and no/100 (\$150,000), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer shall not under any conditions, circumstances, or interpretations thereof exceed one hundred fifty thousand dollars and no/100 (\$150,000).

### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Engineer shall begin with receipt of the Notice to Proceed from County and end no later than twenty-four (24) months

thereafter. Engineer shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

#### **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 7. Termination**

##### **7.1 Termination for Convenience**

7.1.1 County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

##### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Engineer fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Engineer materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Engineer was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

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

Engineer's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Engineer.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Engineer as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Engineer shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Engineer will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Engineer for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Engineer 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. Engineer shall provide copies of insurance endorsements and/or policies if requested by County. Engineer 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. Engineer shall obtain such insurance written on an Occurrence (except Professional Liability) form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

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

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation and Professional Liability written on behalf of Engineer shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

#### **Section 11. Indemnity**

**ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ENGINEER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ENGINEER OR ANY OF ENGINEER'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Engineer 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 Engineer 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 Engineer 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 Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer'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 Engineer who can be shown to have had no access to the Confidential Information.

12.2 Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer 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. Engineer 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, Engineer shall advise County immediately in the event Engineer 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 Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer 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, Engineer will promptly turn over to County all documents, papers, and other matter in Engineer's possession which embody Confidential Information.

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

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

12.5 Engineer expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Engineer 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 Engineer or, where permitted, of its subcontractors.

13.2 Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

#### **Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Engineering Department 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 <sup>st</sup> Floor Richmond, Texas 77469
Engineer:	Brown & Gay Engineers, Inc. 10777 Westheimer, Suite 400 Houston, Texas 77042

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

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

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

#### **Section 15. Compliance with Laws**

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

#### **Section 16. Standard of Care**

16.1 Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Engineer will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standard of care.

16.2 Consistent with the Standard of Care in 17.1, Engineer represents to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

#### **Section 17. Assignment and Delegation**

17.1 Neither party may assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

17.2 Neither party may delegate any performance under this Agreement.

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

#### **Section 18. Applicable Law**

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

#### **Section 19. Successors and Assigns**

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

#### **Section 20. Third Party Beneficiaries**



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

**Section 21. Severability**

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

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Engineer release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

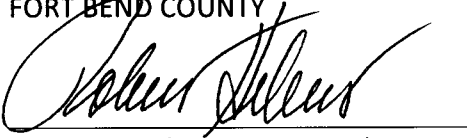
**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2014.

FORT BEND COUNTY



Robert E. Hebert, County Judge

Brown & Gay Engineers, Inc.



Authorized Agent- Signature

Randy N. Randermann

Authorized Agent- Printed Name

Senior Vice President

Title

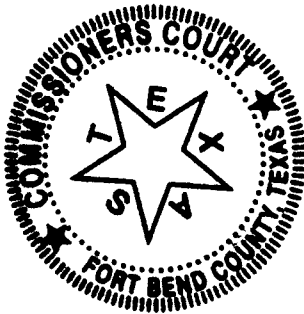
ATTEST:



Dianne Wilson, County Clerk

June 25, 2014

Date



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$150,000<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

A handwritten signature in black ink, appearing to read 'R. E. Sturdivant', is written over a horizontal line.

Robert Edward Sturdivant, County Auditor



## EXHIBIT A

June 11, 2014

Mr. Richard Stolleis, P.E.  
Fort Bend County Engineering  
1142 Blume Road  
Rosenberg, TX 77471-1449

Re: Proposal for Professional Services  
Spring Green Boulevard (Avalon at Katy to Hawks Prairie Blvd.)  
CIP Project Number 13318  
Fort Bend County, Texas

Dear Mr. Stolleis:

Brown & Gay Engineers, Inc. (BGE) is pleased to submit this proposal for professional services for the referenced project. The scope of services, estimated fees and schedule are described herein.

### PROJECT BACKGROUND

Fort Bend County plans to construct the extension of Spring Green Boulevard, Crossover Road and Cinco Trace Boulevard, within the extents depicted on the attached exhibit, as 4 lane boulevard section roadways with curb and gutter and storm sewer. The project will include a roundabout, detention improvements and a storm sewer system. This proposal is for preliminary engineering, final design, contract and limited construction phase services.

Engineering services will be performed in accordance with current Harris County major thoroughfare design criteria, Sugar Land roundabout standards and Fort Bend County Drainage District design criteria, specifications, details and standards.

### SCOPE OF SERVICES

#### I. BASIC SERVICES

##### A. PRELIMINARY ENGINEERING PHASE

1. Attend status conferences (up to bi-monthly) with the County Engineer and regulatory agencies as required.
2. Obtain all required information relative to the design of this project from state, county, city, municipalities and utility companies (water districts, telephone, gas, electric, pipelines, etc.)
3. Perform all tasks associated with the development of a preliminary engineering report in accordance with Fort Bend County standards. The report will include preliminary drawings (30%), including the plan view and any preliminary major utility crossing details, a construction cost estimate and a preliminary schedule.
4. Provide 3 copies of a draft engineering report for Fort Bend County review.
5. Receive Fort Bend County and agency review comments and incorporate into the final design of the project.

**B. FINAL DESIGN PHASE**

After prior authorization by the County Engineer to proceed with the Design Phase, the Engineer shall

1. Provide 3 copies of 70% construction drawings, project specifications, cost estimate and project manual, using Fort Bend County design standards, specifications and details.
2. Receive Fort Bend County comments and provide 95% construction drawings for Fort Bend County and agency review.
3. Receive Fort Bend County and agency comments and provide 100% construction drawings.
4. Acquire all necessary agency approvals.
5. Furnish to the County, where applicable, the engineering data necessary for applications for routine permits required by local, state and federal authorities (as distinguished from detailed applications and supporting documents for government grants or planning advances).
6. Prepare a Storm Water Pollution Prevention Plan (SWPPP), in accordance with the current Texas Commission on Environmental Quality TDES General Permit for storm water discharges associated with construction activities.
7. Prepare a bidders proposal form and an estimate of construction costs.

**C. CONTRACT PHASE**

- a. Assist the County in obtaining bids (attend prebid conference, answer contractor questions, prepare addenda as needed).

**D. LIMITED CONSTRUCTION PHASE**

- a. Make periodic visits upon request (up to 2 - 3 times per month), review submittals (10 - 15), and respond to requests for information, as distinguished from the continuous services of a resident project representative, to familiarize himself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the County against defects and deficiencies in the work of the contractors, but the Engineer does not guarantee the performance of their contracts nor does the Engineer accept responsibility for the Contractor's means, methods and worker's safety. The Engineer will also conduct inspections to determine the dates of substantial and final completion.
- b. Consult with and advise the County during construction.
- c. Participate in company with the County's representative, in a final inspection of the Project.
- d. Prepare and deliver to County a set of bond and electronic ( pdf) reproducible record drawings showing those changes made during the construction period based on change orders, marked-up prints, drawings, and other data furnished by the Contractor to the Engineer, and which the Engineer considers significant.

**II. ADDITIONAL SERVICES**

The Engineer, upon prior written authorization from the County Engineer, shall furnish the following additional services:

A. SURVEYING

Perform all work necessary to complete field surveys for the preparation of the design plans for the referenced project. All work performed, will meet or exceed the standards and specifications for a "Route Survey", Category 2, Condition II, as stated in the 11<sup>th</sup> Edition of the Texas Society of Professional Surveyors "Manual of Practice for Land Surveying in the State of Texas"

**Project Control** - Establish new control for a topographic survey of approximately 2,300 linear feet of road extension. Set an estimated 4 points at approximately 1,000-foot intervals, along the proposed corridor and prepare a "Survey Control" map with all control points used for the project mapping.

**Topographic Mapping** - Prepare digital data, collected at a 1"=20' scale, for all planimetric features that are identifiable and visible along the preferred 200 foot wide corridor. Map features to be collected for this scale of planimetric mapping shall include buildings, roads, drainage features, bridges, culverts, fences, driveways, trees, utilities, etc. Also coordinate and map pipeline probes for the existing gas pipelines.

B. METES & BOUNDS

Prepare a metes and bounds for dedication of the right-of-way for the proposed roadway improvements on the Davooty property only. It is our understanding that all other right-of-way will be dedicated by plat.

C. TRAFFIC PROJECTIONS AND SIMULATION

**Traffic Projections** - Develop traffic projections for the intersections of Spring Green Blvd at Cinco Trace Blvd, and Spring Green Blvd at Crossover Road for the design year AM and PM peak hours. Utilize previous studies for the area development and H-GAC projections to develop the turning movement volumes for both intersections. Document the traffic projections on a two-page technical memorandum with an exhibit showing the projected traffic volumes.

**Capacity Analysis** - Conduct a capacity analysis for the proposed roundabout using the HCS+ software for the design year.

D. ROUNDABOUT ILLUMINATION

We will prepare construction documents to place safety lighting, using conventional luminaries, at the proposed roundabout conflict locations, including plans, quantities, specifications and standards. Plans will include circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs and service pole assemblies. Plans will not include any of the roads outside of the roundabout.

E. SW3P

Prepare two Notices of Intent, two Notices of Termination and two Construction Site Notices (as needed) per current Texas Commission of Environmental Quality General Permit.

F. TRAFFIC CONTROL

We will prepare plans for the placement of advance warning signs along Corbitt Road, Kary-Flewellen Road, FM 1463, Crossover Road and Willow Lane. We will also prepare a detour plan utilizing existing surrounding streets to safely facilitate construction including required standards and specifications. All work shall be in compliance with the most recent TMUTCD and applicable traffic control standards.

G. HYDROLOGY/HYDRAULICS

We will review the Hydrology/Hydraulics reports written for the neighboring developments to determine if they will be sufficient for this project. If it is found that additional Hydrology/Hydraulics is required, a proposal will be presented at that time.

## H. GEOTECHNICAL ENGINEERING

We will review the Geotechnical Engineering reports written for the neighboring developments to determine if they will be sufficient for this project. If it is found that additional Geotechnical Engineering is required, a proposal will be presented at that time.

## I. ENVIRONMENTAL ENGINEERING

We will review the Environmental Engineering reports written for the neighboring developments to determine if they will be sufficient for this project. If it is found that additional Environmental Engineering is required, a proposal will be presented at that time.

## FEES

### I. BASIC SERVICES

Compensation for Basic Services will be on a lump sum basis (except for Limited Construction Phase Services). The preliminary construction cost estimate is \$1,500,000 (excluding traffic signals, traffic controls, pipeline crossings and storm water pollution prevention items).

A breakdown of services provided is shown below:

A. Preliminary Engineering	\$45,000
B. Final Design	\$58,000
C. Limited Contract and Construction Hourly* to a maximum of	<u>\$12,000</u>
Total Basic Services	\$115,000

\*2014 Engineering Billing Fees are attached.

### II. ADDITIONAL SERVICES

Compensation for Additional Services will be on a lump sum basis as shown below:

A. Surveying	\$ 11,500
B. Metes & Bounds	\$ 3,000
C. Traffic Projections and Simulation	
a. Traffic Projections	\$ 7,500
b. Capacity Analysis	<u>\$ 2,500</u>
Total	\$ 10,000
D. Illumination	\$ 5,000
E. SWP3	\$ 2,500
F. Traffic Control	<u>\$ 3,000</u>
Total	\$ 35,000

The total engineering services fee anticipated from the above scope of work is **\$150,000**.

Proposals for the following services or any services outside of the described scope of work will be provided if the need arises.

- G. Hydrology/Hydraulics
- H. Geotechnical Engineering
- I. Environmental Engineering

Fort Bend County Engineering  
Rosenberg, TX 77471-1449  
Page 5

#### **SCHEDULE**

We anticipate that this project will follow the schedule shown below:

A. Preliminary Research / Surveying	30 Calendar Days
B. Preliminary Engineering	60 Calendar Days
C. Final Design	<u>90 Calendar Days</u>
Total	180 Calendar Days

#### **BILLING SCHEDULE AND METHOD OF PAYMENT**

Basic and Additional Services shall be invoiced as identified in the below billing schedule.

<b>Preliminary Engineering, Design Phase Services and Additional Services</b>	<i>Invoices submitted monthly based on Percent Completion</i>
---	---

<b>Contract and Construction Services</b>	<i>Invoices submitted monthly as charges incurred</i>
---	---

We appreciate the opportunity to provide this proposal to Fort Bend County and look forward to working together to toward completion of this important project. If you have any questions, please let us know.

Sincerely,



Nathan A. Adams, P.E.  
Project Manager



Randy N. Randermann, P.E.  
Director, Land Development



**BROWN & GAY ENGINEERS, INC.**  
**2014 ENGINEERING BILLING FEES**

*The Engineering fee for hourly services, except Surveying which is addressed below, shall be determined by using a multiplier of 2.5 as the Overhead and Profit Factor, times Direct Personnel Expense. Direct Personnel Expense is hereby defined as 1.3 times actual salary paid to the employee. Current billing range is as follows:*

<u>Employee Title Category</u>	<u>Billing Rate Range</u>
Engineer VII	\$295 - \$328
Engineer VI, VII	\$172 - \$328
Engineer V	\$124 - \$217
Engineer IV	\$118 - \$140
Engineer III	\$110 - \$148
Engineer I, II	\$91 - \$105
CAD Technician I, II, III	\$47 - \$123
Designer I, II, III	\$85 - \$170
CAD/Design Production Manager	\$142 - \$169
Platting Services	\$95 - \$164
GIS Services	\$47 - \$181
Scheduler I, II, III	\$98 - \$213
Construction Tech I, II	\$87 - \$205
Inspector I, II, III	\$54 - \$178
Chief of Inspectors	\$119 - \$153
Environmental Group	\$65 - \$230
Party Chief I, II (Survey Crew)	(1)
Survey Technician I, II, Senior	\$54 - \$113
Project Surveyor I, II, Manager	\$123 - \$157
Chief of Parties, Surveying Director	\$102 - \$230
Administrative Assistant I, II, III	\$53 - \$95

*(1) All surveying will be based on the hourly rate for field surveying being charged by BGE at the time work is done (currently \$120 per field crew hour). The hourly rate includes imputed costs for survey equipment, vehicles, materials such as stakes, flagging and iron rods and for personnel.*

*Should Global Positioning System (GPS) surveying be used on the project, an additional charge of \$35 per hour will be charged for equipment.*

Updated 01/2014

\\LOA7A\RATE SHEETS\2014 RATE SHEET



# Spring Green Boulevard Extension

**Brown & Gay Engineers, Inc.**  
 Tel: 281-558-8700 Fax: 281-558-9701  
 - Civil engineers and surveyors -