

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services for the construction of a four-lane concrete boulevard with storm sewer south of W. Sycamore and a two-lane asphalt road with ditches north of W. Sycamore, under the Fort Bend County 2013 Mobility Bond Program – South Post Oak from Hunter Green Lane to Trammel Fresno Road – Project No. 13112 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, Contractor 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

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

Section 2. Personnel

2.1 Contractor 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 Contractor 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 Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor 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 Contractor's fees shall be calculated at the rates set forth in the attached Attachment A. The Maximum Compensation for the performance of Services within the Scope of Services described in Attachment A is four hundred twenty-five thousand two hundred eight-six dollars and No/100 (\$425,286.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor 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 Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy 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 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 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of four hundred twenty-five thousand two hundred eight-six dollars and No/100 (\$425,286.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed four hundred twenty-five thousand two hundred eight-six dollars and No/100 (\$425,286.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter.

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

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

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

7.2.1.1 If Contractor 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 Contractor 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 Contractor 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 Contractor 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.

Contractor'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 Contractor.

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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 may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, 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, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

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

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in

Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

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

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

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

12.5 Contractor 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, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

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

Section 14. Notices

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

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

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Contractor: Amani Engineering, Inc.
Attn: H. Prasad Kolluru, P.E., President
8313 Southwest Freeway, Suite 350
Houston, Texas 77074

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

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

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

Section 15. Compliance with Laws

Contractor 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor 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 standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Attachment A.

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

County and Contractor 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 Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

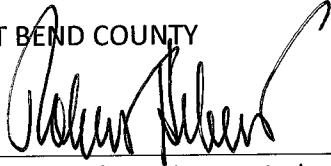
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

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

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 6 day of October, 2015.

FORT BEND COUNTY



Robert E. Hebert, County Judge

10-6-2015

Date

AMANI ENGINEERING, INC.



H. Prasad Kolluru, P.E., President

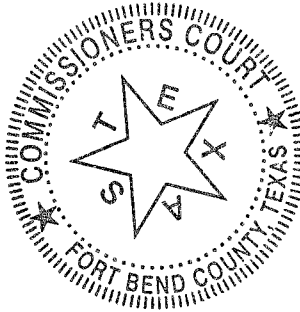
Sept 28, 2015

Date

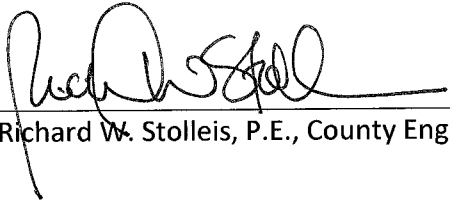
ATTEST:



Laura Richard, County Clerk

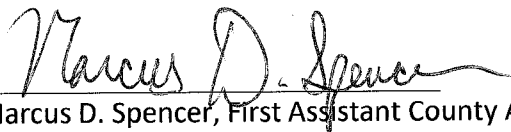


APPROVED:



Richard W. Stolleis, P.E., County Engineer

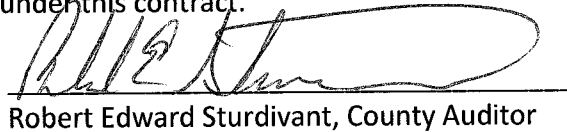
APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$425,286.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

ATTACHMENT A



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

September 14, 2015

VIA EMAIL: tvc@binkleybarfield.com

Mr. Tommy V. Cromer, P.E.
Senior Project Manager - Transportation
Binkley & Barfield, Inc.
1710 Seamist Dr.
Houston, TX 77008

Re: Fee Proposal for Engineering Services for the Fort Bend County 2013 Mobility Bond Program, South Post Oak Boulevard from Hunter Green Lane to Trammel Fresno Road, FBC Project No. 13112

Dear Mr. Cromer,

Amani Engineering, Inc. is pleased to provide this fee proposal for engineering services for the referenced project. Based on our understanding, we propose the following scope of work, assumptions, exceptions, deliverables, schedule and fee.

I. SCOPE OF WORK:

The scope of services are as defined in the attached Exhibit A – 2013 Mobility Bond Program Summary of Design Process.

II. ASSUMPTIONS:

The project is approximately 5,250 LF in length. The project will consist of the construction of a four-lane concrete urban section boulevard from the existing South Post Oak Boulevard just north of Hunter Green Lane to the intersection with W. Sycamore Road. The concrete boulevard section of South Post Oak Boulevard will tie into the existing W. Sycamore Road as indicated by the attached Exhibit B – Sample of South Post Oak Boulevard – W. Sycamore Road Pavement Tie-in. There is no anticipated pavement widening to W. Sycamore Road at this time. A traffic signal warrant study of this intersection is included in this project at this time. Continuing north a two-lane asphalt road with roadside ditch will be constructed from W. Sycamore Road to Trammel Fresno Road. The two-lane asphalt road will be terminated at the south side of the existing Trammel Fresno Road pavement. Right-of-way will be acquired to obtain a 100-foot width where ever it is deficient. Anticipated right-of-way is illustrated in the attached Exhibit C – Anticipated ROW Acquisition Parcels.

Reference Standards:

Reference Standards as defined in the attached Exhibit A – 2013 Mobility Bond Program Summary of Design Process.

III. EXCEPTIONS:

- Wetlands Investigations
- Notification to the Texas Historical Commission
- Environmental Site Assessments
- Drainage/Detention Study
- Easement/Off-site Surveys
- SUE/SUI Locating Services
- Construction Field Visits and Progress Meetings
- Post Construction Storm Water Management Plan

IV. DELIVERABLES:

- A. Preliminary Design (typically 90 to 120 days)
 - 1. Preliminary Engineering Report as defined in the attached Exhibit A – 2013 Mobility Bond Program Summary of Design Process.

- B. Final Design (typically 90 to 120 days)

- 1. 70 and 95 Percent submittal
 - a. Construction Drawings
 - b. Specification Table of Contents
 - c. Special Specifications (if required)
 - d. Construction Cost Estimate

Details of the items to be included in the 70 and 95 percent submittal are defined in the attached Exhibit A – 2013 Mobility Bond Program Summary of Design Process.

- 2. Final Submittal is required to address all comments from the review of the 95 percent submittal.

- C. Bid and Construction Phase

- 1. Single Project Manual in Adobe Acrobat format
- 2. Single Set of Construction Drawings in Adobe Acrobat format
- 3. Prepare 27 CD's with each containing the separate Adobe Acrobat files for the Project Manual and Set of Construction Drawings.
- 4. Deliver 25 CD's to County Purchasing Agent and two CD's to Project Management Consultant.
- 5. Attend Pre-Bid Meeting at County Purchasing Office
- 6. Deliver responses to bidder's questions and required addendum to County Purchasing Agent
- 7. Attend Pre-Construction Meeting with the required number of Sets of Construction Drawing and Project Manuals as requested by the project management consultant.
- 8. Review Contractor submittals and respond to Requests for Information (RFIs)
- 9. Participation in Substantial Completion walkthrough.
- 10. Prepare and deliver to the County one paper hard copy of Construction Record Drawings based on Contractor as-built markups.

V. SCHEDULE:

- A. Preliminary Design (typically 90 to 120 days)
- B. Final Design (typically 90 to 120 days)
- C. Bid and Construction Phase (as determined by the County)

Mr. Tommy V. Cromer, P.E.
Binkley & Barfield, Inc.
Engineering Services for FBC 2013 Mobility Bond Program
South Post Oak Blvd. from Hunter Green Ln. to Trammel Fresno Rd., FBC Project No. 13112
September 14, 2015
Page 3 of 3

VI. FEE:

As detailed in attached Level of Effort Estimate, we propose a lump sum fee of \$425,286.50.

We appreciate the opportunity to propose on this project. Please call Mr. Dayton L. "Dan" Spain, P.E., RPLS at 713-270-5700 x 113 or me at 713-270-5700 x 101 if you have questions or need additional information concerning this proposal.

Yours Sincerely,
For Amani Engineering, Inc.



H. Prasad Kolluru, P.E.
President

TBPE Firm Reg. No. F-4528
TBPLS Firm Reg. No. 100282-00

HPK: dls, mm, mm

- Enclosures:
- 1) Exhibit A – 2013 Mobility Bond Program Summary of Design Process.
 - 2) Exhibit B – Sample of South Post Oak – W. Sycamore Road Pavement Tie-in
 - 3) Exhibit C – Anticipated ROW Acquisition Parcels
 - 4) Level of Effort Estimate
 - 5) Labor Rate Schedule

EXHIBIT A

2013 Mobility Bond Program Summary of Design Process

Preliminary Design

The primary goals are to (1) establish a typical cross section and cross sections in non-standard areas, (2) positively determine right-of-way acquisition needs, (3) determine potential conflicts with existing facilities, (4) identify critical path items, (5) identify problem areas and potential resolution(s), and (6) prepare a reasonable construction cost estimate. Normally, a "30 percent" plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. These plans, along with a typical section sheet, are the only drawings that are necessary at this point.

Topographic survey should be completed during preliminary design, unless the project includes a completely new roadway alignment that needs to be approved. Normally, right-of-way acquisition will be required for road expansions, and part of preliminary design includes determining where to expand. To cover all options, topographic survey should be taken within existing right-of-way and then at least 20 feet beyond the right-of-way on each side, or as determined in a scoping meeting. 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 topographic survey, found property corners should be documented so that the approximate location of the right-of-way can be determined. Structures in clear view and within 100 feet of the existing right-of-way should be surveyed.

Once right-of-way needs have been determined and approved by the County, a Category 1A survey must be performed to produce a parcel map and metes-and-bounds description for each parcel to be acquired in the project. These documents will be submitted separately from other design documents, and will be paid for as a lump sum, based upon the number of parcels determined by the consultant and his sub-consultants to accurately determine the parcels that are affected prior to contract agreement.

Research to determine the existence and location of underground utilities (pipelines, duct banks, etc.) is the design consultant's responsibility. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers should be obtained. An appropriate attempt must be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features should be identified. Any subsurface utility investigation (SUI) should be at the expense of the utility company. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the County and/or its project management consultant.

Geotechnical investigations and reporting should be completed during preliminary design, in accordance with Harris County criteria. Standard TxDOT criteria with boring depths based on the depth of the

EXHIBIT A

outfall channel. The geotechnical engineer should calculate the equivalent single axle load (ESAL) for the County's standard pavement design (8 inches of concrete with 8 inches of lime stabilized subgrade).

Preliminary wetlands investigations and project notification to the Texas Historical Commission will be performed by the County on a program-wide basis, so these efforts should not be needed on a project level. The design consultant will be notified in a scoping meeting if further efforts are needed for a particular project. The design consultant will also be notified if a Phase 1 Environmental Site Assessment is needed for the project, which can be performed by the geotechnical consultant.

A Preliminary Engineering Report will normally be prepared for preliminary design, and the purpose of the report is to document the six goals stated above. It is not necessary to prepare a presentation-quality document, as the report will remain internal to Engineering staff. The report should include a narrative, applicable plans, a drainage report, a construction cost estimate, a geotechnical report, and an environmental report, as applicable. Any further requirements can be discussed in a scoping meeting. Unless other agencies are involved in the project, no more than three copies of the report should be required. No technical presentations should be required, unless stated otherwise in a scoping meeting.

The typical completion period for the Preliminary Design is 90-120 days. Proposals will include an hourly level of effort. 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 invoices.

Final Design

The goal is to prepare construction drawings and specifications accurately and efficiently. Interim submittals will normally be made at 70 percent and 95 percent completion, and should include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

Applicable design criteria include, in order of priority, (1) *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, (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), and (5) the *Infrastructure Design Manual* (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). Municipalities contributing funds to the project may review the submittals.

The 70 percent submittal should include the following:

EXHIBIT A

- 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)
- 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
- Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
- 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; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
- Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
- Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details)
- Bridge layout and details (if applicable)
- Specification table of contents (typically Harris County specifications)
- Bid form with estimated unit and total costs (spreadsheet based)

Three copies of the 70 percent submittal will be required for County review, and drawings can be submitted on 11-inch by 17-inch sheets.

The 95 percent submittal should be considered complete with 95 percent review stamp, and shall include all of the 70 percent requirements plus the following:

- General notes sheet
- Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Responses to 70 percent comments

Three copies of the 95 percent submittal will be required for County review, and drawings should be submitted on 22-inch by 34-inch sheets.

EXHIBIT A

Final design efforts will be considered complete when comments to the 95 percent submittal have been addressed.

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

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 and provided to the design consultant in Adobe Acrobat (pdf) format. The design consultant will prepare a single project manual file in Adobe Acrobat format, consisting of (1) administrative documents, (2) the bid form (prepared by the design consultant), (3) a sealed specification table of contents, and (4) applicable specifications and documents. The design consultant will prepare a single file in Adobe Acrobat 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 prepare 27 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the County's project management consultant. Hard copy documents are not required.

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 County's project management consultant will prepare a bid tabulation and provide a copy to the design consultant for filing.

The design consultant will attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor. Prior to the meeting, the project management consultant will inform the design consultant of how many drawing and project manual sets are required, 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 not be required unless requested by the County.

EXHIBIT A

The design consultant will participate in a substantial completion walkthrough.

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 delivered to the County.

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 management consultant 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. Reimbursable expenses, such as scanning and reproduction, will be billed at actual cost (no markup). The County is tax-exempt and will not reimburse tax expenses. The project management consultant can provide a tax exemption form to the design consultant to ensure that tax is not charged.

EXHIBIT B

SAMPLE OF S. POST OAK BLVD. - W. SYCAMORE ROAD PAVEMENT TIE-IN



EXHIBIT C

ANTICIPATED ROW ACQUISITION PARCELS

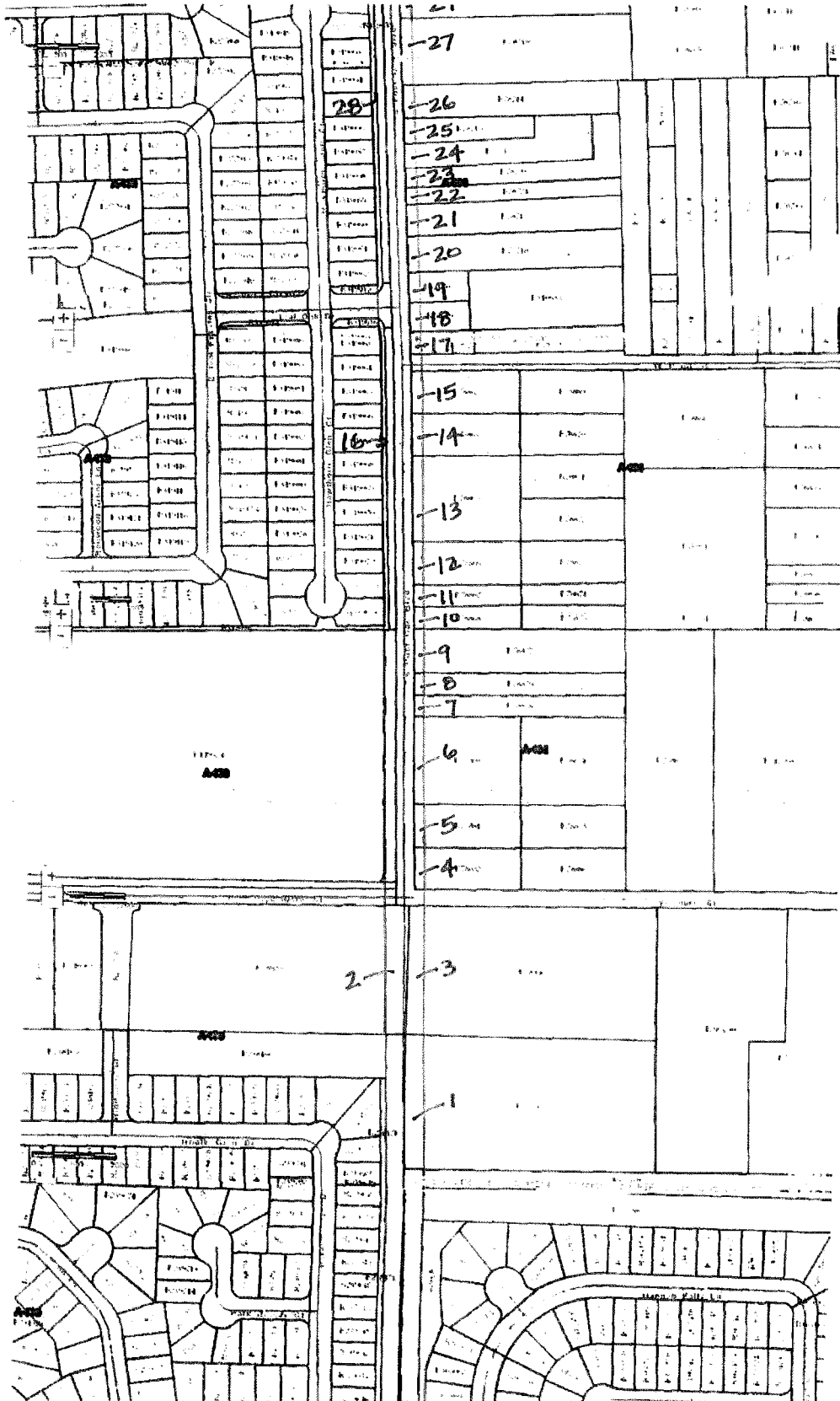
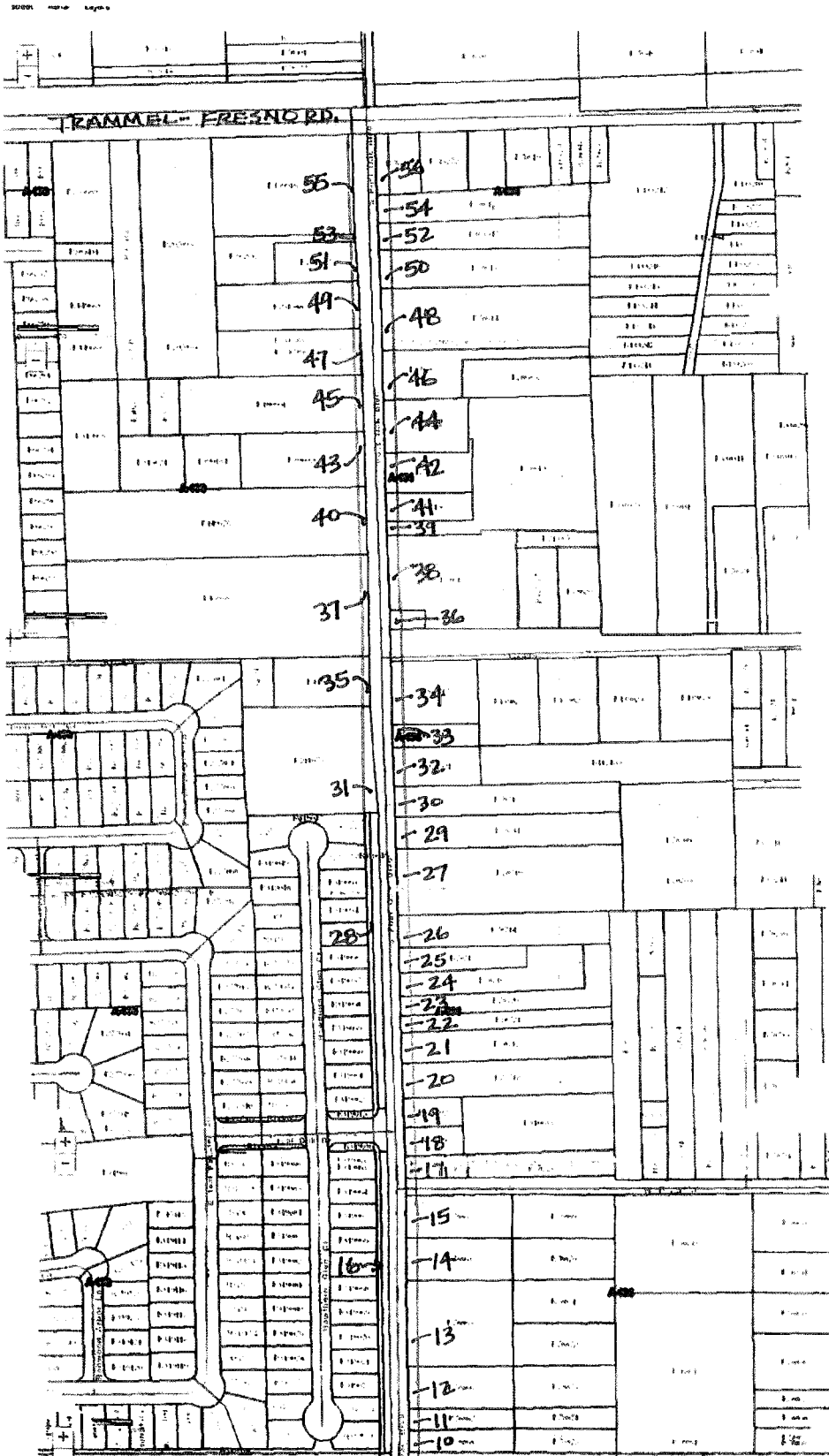


EXHIBIT C

ANTICIPATED ROW ACQUISITION PARCELS



**LEVEL OF EFFORT FOR ENGINEERING SERVICES
9/15/2015**

**South Post Oak Road from Hunter Green to Trammel Fresno
Fort Bend County Project No. 13112**

Client: Fort Bend County Engineering

S.No	Task Description	Principal Engineer \$195.00/hr	Project Manager \$165.00/hr	Project Engineer \$150.00/hr	RPLS Surveyor \$150/hr	Graduate Engineer \$105.00/hr	CADD - Survey Tech \$90.00/hr	Secretarial \$50.00/hr	Survey Crew \$155.00/hr	Man Hours	Subtotal Cost
1.0	Preliminary Design - (90-120 Days)										
1.1	Coordinate with County for Roadway Geometry Finalization	1	4	8		16	16			45	\$5,175.00
1.2	Study existing ROW and provide recommendation for proposed ROW	1	4	8		8	16			37	\$4,335.00
1.3	Preliminary Pavement Design	1	4	8		16	16			45	\$5,175.00
1.5	Storm Sewer Design	1	4	8		24				37	\$4,575.00
1.6	Utility Coordination	1	2	2		16				21	\$2,505.00
1.7	Preliminary Quantity Take Off and Cost Estimate	1	2	8		16				27	\$3,405.00
1.8	Utility relocation/conflict table generation	1	2	8		16		6		33	\$3,705.00
1.9	Preliminary Engineering Report	2	4	12		16	24	12		70	\$7,290.00
1.10	Field trips, meetings and coordination	2	4	16				12		34	\$4,050.00
1.11	Project Management and Quality Control	2	4	24				12		42	\$5,250.00
	Sub Total Preliminary Design:	13	34	102	0	128	72	42	0	391	\$45,465.00

S.No	Task Description	Principal Engineer \$195.00/hr	Project Manager \$165.00/hr	Project Engineer \$150.00/hr	RPLS Surveyor \$150/hr	Graduate Engineer \$105.00/hr	CADD - Survey Tech \$90.00/hr	Secretarial \$50.00/hr	Survey Crew \$155.00/hr	Man Hours	Subtotal Cost
2.0 Final Design - (90-120 Days)											
2.1	Pavement design, P&P; 5,250 LF total, 500 LF/sheet = 10 sheets + intersections = 14 total	2	4	16		80	180			282	\$28,050.00
2.2	Striping Plan	1	2	8		16	24			51	\$5,565.00
2.3	Typical Construction Phasing and Typical Traffic Control Plan Concept	2	4	16		24	40			86	\$9,570.00
2.4	SWPPP	1	2	8		16	16			43	\$4,845.00
2.5	Traffic Control Plan Design Dwgs (Approximately 12 sheets)	2	4	20		40	80			146	\$15,450.00
2.6	Standard Details	1	2	8		12	16			39	\$4,425.00
2.7	Final Submittal (PS&E)	4	8	32		60	120			224	\$24,000.00
2.8	Quantity and Cost Estimate	3	6	24		24	40			97	\$11,295.00
2.9	Assemble Specifications and Contract Documents	2	4	16		24		24		70	\$7,170.00
2.10	Field trips, meetings and coordination	3	6	16						25	\$3,975.00
2.11	Project Management and Quality Control	5	10	32				16		63	\$8,225.00
Sub Total Final Design:		26	52	196	0	296	516	40	0	1126	\$122,570.00
3.0 Bidding/Award Phase:											
3.1	Prepare Project Manual, Drawing Sets (27 CD's Delivered to County and PM Consultant)		2	4		16	16			38	\$4,050.00
3.2	Attend Pre-Bid Meeting		2	4						6	\$930.00
3.3	Prepare Addenda as required		4	8		16	16			44	\$4,980.00
3.4	Attend other meetings as required to resolve bidding issues		4	8						12	\$1,860.00
Sub Total Bidding/ Award:		0	12	24	0	32	32	0	0	100	\$11,820.00

S.No	Task Description	Principal Engineer \$195.00/hr	Project Manager \$165.00/hr	Project Engineer \$150.00/hr	RPLS Surveyor \$150/hr	Graduate Engineer \$105.00/hr	CADD - Survey Tech \$90.00/hr	Secretarial \$50.00/hr	Survey Crew \$155.00/hr	Man Hours	Subtotal Cost
4.0 Construction Phase:											
4.1	Prepare for and Attend Pre-Construction Meeting		3	6		8	8			25	\$2,955.00
4.2	Review Submittals		2	16		32				50	\$6,090.00
4.3	Respond to Requests for Information		2	16		32				50	\$6,090.00
4.4	Budget for Field Visits and Progress Meeting upon Request by the County		8	16						24	\$3,720.00
4.5	Attend substantial completion walkthrough		2	4						6	\$930.00
4.6	Prepare Record Drawings		1	2		6	12			21	\$2,175.00
Sub Total Construction:		0	18	60	0	78	20	0	0	176	\$21,960.00
5.0 Survey: Civilcorp											
5.1	Right-of-Way Acquisition, 56 parcels @ \$2,200.00/Parcel										\$123,200.00
5.2	Topo: South Post Oak Blvd from Hunter Green to Trammel-Fresno Road; 9 Intersections, underground utilities by tone marking, flagging, and visible surface features; drainage channels 200' either side of baseline - 6,200 LF @ \$9.00/LF										\$55,800.00
5.3	Direct Expenses incl mileage, tolls, photocopies, GPS @ 3.5%										\$6,265.00
5.4	Survey Coordination @ 10%										\$18,526.50
Sub Total Survey:											\$203,791.50

S.No	Task Description	Principal Engineer \$195.00/hr	Project Manager \$165.00/hr	Project Engineer \$150.00/hr	RPLS Surveyor \$150/hr	Graduate Engineer \$105.00/hr	CADD - Survey Tech \$90.00/hr	Secretarial \$50.00/hr	Survey Crew \$155.00/hr	Man Hours	Subtotal Cost
6.0	Geotechnical Investigation: Terracon Consultants, Inc.										
6.1	Road Geotechnical Report										\$12,500.00
6.2	Geotechnical Coordination @ 10%										\$1,250.00
	Sub Total Geotechnical:										\$13,750.00
7.0	Environmental:										
7.1	Phase I Environmental Site Assessment										\$0.00
7.2	Wetlands Determination & Delineation										\$0.00
7.3	Threatened & Endangered Species Review										\$0.00
7.4	Cultural Resources Constraints Analysis										\$0.00
7.5	Environmental Coordination @ 10%										\$0.00
	Sub Total Environmental:										\$0.00
8.0	Drainage:										
8.1	H&H Impact Analysis										\$0.00
8.2	Drainage Coordination @ 10%										\$0.00
	Sub Total Drainage:										\$0.00
9.0	Traffic:										
9.1	Traffic Signal Design										\$0.00
9.2	Traffic Signal Warrant Study for Trammel-Fresno/South Post Oak Blvd intersection	1	3	12		24	8	4		52	\$5,930.00
	Sub Total Traffic:	1	3	12	0	24	8	4	0	52	\$5,930.00

S.No	Task Description	Principal Engineer \$195.00/hr	Project Manager \$165.00/hr	Project Engineer \$150.00/hr	RPLS Surveyor \$150/hr	Graduate Engineer \$105.00/hr	CADD - Survey Tech \$90.00/hr	Secretarial \$50.00/hr	Survey Crew \$155.00/hr	Man Hours	Subtotal Cost
10.0 Optional Additional Services:											
10.1	Level A SUE - as required										\$0.00
10.2	Boundary and Topo Survey for Off-site Detention										\$0.00
10.3	Geotechnical investigations for Off-site Detention										\$0.00
10.4	Phase II Subsurface Environmental Investigation										\$0.00
10.5	Regional General Permit										\$0.00
10.6	Pedestrian Survey - Archaeological Surveys										\$0.00
10.7	Environmental Services for Off-site Detention										\$0.00
10.8	Detention Pond Design / Modification										\$0.00
Sub Total Optional Additional Services:											\$0.00
Summary											
1	Study Phase Fee										\$45,465.00
2	Design Phase Fee										\$122,570.00
3	Bid Phase Fee										\$11,820.00
4	Construction Phase Fee										\$21,960.00
5	Survey										\$203,791.50
6	Geotechnical Investigation										\$13,750.00
7	Environmental										\$0.00
8	Drainage										\$0.00
9	Traffic										\$5,930.00
10	Optional Additional Services										\$0.00
TOTAL FEE:											\$425,286.50

9/15/15



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

LABOR RATE SCHEDULE

(Effective January 1, 2015)

<u>Category</u>	<u>Hourly Rate</u>
• Principal Engineer (P.E)	\$195.00
• Project Manager (P.E)	\$165.00
• Senior Civil Engineer (P.E.)	\$150.00
• Registered Professional Land Surveyor (R.P.L.S)	\$150.00
• Civil Engineer (P.E.)	\$140.00
• Structural Engineer (P.E.)	\$155.00
• Mechanical/ HVAC (P.E.)	\$155.00
• Electrical Engineer, (P.E.)	\$155.00
• Graduate Engineer/E.I.T.	\$105.00
• Senior Designer	\$105.00
• Designer/ Estimator/ Scheduler	\$ 90.00
• Construction Inspector	\$ 65.00 *
• Senior Construction Inspector	\$ 85.00 *
• CADD Operator	\$ 90.00
• Survey Technician	\$ 95.00
• SUE Technician	\$105.00
• Secretarial	\$ 50.00
• 4- Man Survey crew (6-hour minimum)	\$170.00
• 3- Man Survey crew (6-hour minimum)	\$155.00
• 2- Man Survey crew (6-hour minimum)	\$140.00
• GPS Instrument (6-hour minimum)	\$ 50.00
• SUE Crew w/ Vacuum Truck (6-hour minimum)	\$465.00

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