

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 Aguirre & Fields, LP (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 between Gaston Road and Westheimer Parkway, including a bridge over Willow Fork Branch under the Greenbusch Road Improvements – Gaston to Westheimer Parkway Project No. 13312 (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 Proposal dated February 4, 2016 (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 six hundred eighty-four thousand seven hundred fifty-one dollars and 00/100 (\$684,751.00). 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 six hundred eighty-four thousand seven hundred fifty-one dollars and 00/100 (\$684,751.00) 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 six hundred eighty-four thousand seven hundred fifty-one dollars and 00/100 (\$684,751.00).

### **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, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Aguirre & Fields, LP  
Attn: Oscar Aguirre, President  
12999 Jess Pirtle Boulevard  
Sugar Land, Texas 77478-2851

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**

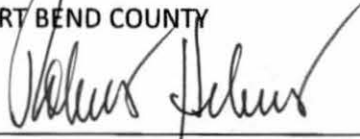
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

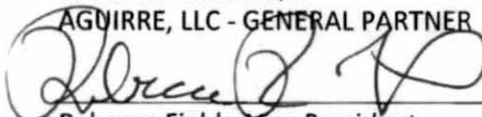
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

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 22 day of March, 2016.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

AGUIRRE & FIELDS, LP  
AGUIRRE, LLC - GENERAL PARTNER

  
Rebecca Fields, Vice President

3-22-16

Date

3/16/2016

Date

ATTEST:

  
Laura Richard, County Clerk



APPROVED:

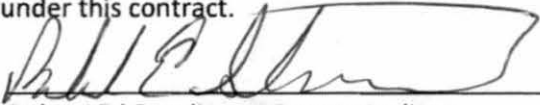
  
Richard W. Stolleis, P.E., County Engineer

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 \$684,751.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

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# ATTACHMENT A



**AGUIRRE & FIELDS LP**  
**ENGINEERS AND PLANNERS**

February 4, 2016

Mark C. Dessens, P.E.  
Schaumburg & Polk, Inc.  
11767 Katy Freeway, Suite 900  
Houston, TX 77079

**Re: Greenbusch Road Proposal**

Dear Mr. Dessens:

We are pleased to provide you with this revised proposal for professional engineering services for the referenced project based on comments we received. The general scope of the project is to widen Greenbusch Road between Gaston Road and Westheimer Parkway to accommodate 4 lanes. We appreciate the opportunity to work with Fort Bend County on this important project. Please contact me if you have any questions or comments regarding this proposal.

Sincerely,

Rick A. Carle, P.E.  
Senior Project Manager

RAC/

Enclosures:

- Exhibit A – Scope of Services
- Exhibit B – Fee Schedule
- Exhibit C – Rate Schedule
- Exhibit D – Project Schedule

## **“EXHIBIT A” – SCOPE of SERVICES**

**Project Name: Greenbusch Road Paving & Drainage Improvements**

**Project Limits: Gaston Road to Westheimer Parkway**

### **Aguirre & Fields**

#### **Project Description**

The project includes the reconstruction of approximately 7,000 feet of Greenbusch Road between Gaston Road and Westheimer Parkway in Fort Bend County, Precinct 3. The existing facility is a two lane, two way asphalt roadway with roadside ditches and contains a single span bridge over Willow Fork Buffalo Bayou (WFBB). The improvements will include tying into the divided section just north of the Gaston Road intersection, WFBB bridge reconstruction, drainage, and traffic signal modifications at Westheimer Parkway. The roadway is generally planned to be a divided section south of WFBB and undivided from WFBB north to Westheimer Parkway with concrete pavement but will be confirmed during design.

#### **Preliminary Design**

Scope includes: (1) establish a typical cross section and cross sections in non-standard areas, (2) 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. A “30 percent” plan set will be prepared, consisting of existing features shown in plan and profile, and proposed improvements in plan only with minor annotation.

#### **Topographic Survey:**

1. Identify relevant topographic information, for the limits shown below:
  - Greenbusch Road from Gaston Road to Westheimer Parkway – Fort Bend County, Texas
  - Greenbusch Road – 7,000 feet from Gaston Road to Westheimer Parkway
  - Westheimer Parkway - 500 feet on the south leg, 500 feet on north leg
  - Saddlespur Lane - 200 feet on the north leg
  - Side Streets between Gaston Road & WFBB – 3 total streets @ 200 feet each, for a total of 600 feet.
  - Side Streets between WFBB & Westheimer Parkway – Lake Drive, Cherry Ranch Drive, Willow Creek Lane, and Clover Ranch Drive @ 200 feet each, for a total of 800 feet.
  - Provide 200' wide cross sections along WFBB Creek at 500', 300', 100' and at existing right of way for upstream and downstream side of Greenbusch Road. Provide existing bridge low chord elevation at WFBB Creek including existing bent/column sizes and location.
  - Perform field surveying to locate and determine natural ground elevations at soil boring locations.
  - Structures in clear view and within 100 feet of the existing right-of-way should be surveyed from WFBB to Westheimer Parkway.
  - Trees in clear view and within 100 feet of the existing right-of-way should be surveyed from WFBB to Westheimer Parkway. These trees shall be 8" and larger in diameter.
  - Perform additional topographic survey, for a width of 75' beyond the scope of topographic survey, for 500' east and west of the roadway and north and south of WFBB.
  - Perform survey to locate existing conditions from 50' east and 75' west of the existing road centerline resulting in a 125' minimum wide survey area for the area between Buffalo Bayou and Westheimer Parkway.

Existing right of way, plus 25' for area between Gaston Road and Buffalo Bayou, including all side streets. Cross-sections will be run on 100-foot intervals. As a minimum the survey shall show the locations of all ROW and corner cuts, property fences and walls, subdivision monuments, subdivision landscaping at intersection corner, roadway edges, medians, intersection corners and radii, expansion joints, driveways, sidewalks, ramps, traffic control devices (such as signs and pavement markings), manholes, storm inlets, drainage lines, sewer lines, water lines, fire plugs, power lines and poles, telephone lines and poles, light poles, service poles, gas lines, fiber optic lines, cable lines, monuments, shrubs, trees etc. survey limits.

- Horizontal control shall be relative to the North American Datum of 1983 (NAD 83). Vertical control will be referenced to TSARP 2001 Adjustment.
  - Survey to be performed as Category 6, Condition II Surveys in accordance with Manual of Practice for Land Surveying in the State of Texas.
2. Perform abstracting to recover original survey corners, property corners and etc. to determine existing right-of-way (ROW).
  3. Establish project baseline. Where practical, the baseline shall be set along the centerline of the existing ROW or at a convenient offset. This line shall remain on the ground (to be used as construction control). Set the baseline and station at 100-foot intervals including all PIs, PCs and PTs.
  4. Conduct Level B SUE including a table of utilities in the proposed and existing right of ways including generally their location, sizes and ownership with contact information.
  5. Contact all private agencies (including MUDs, HOAs etc.) that have utility lines or facilities within the project limits. CenterPoint Energy and AT&T I.D. numbers should be obtained. Provide representative names, contact numbers, e-mail addresses in Excel format with hard copy or PDF of the utility plans and/or maps.
  6. Provide clearances for overhead lines that are crossing at or near the intersection, and where a conflict could occur with the proposed traffic signal system.
  7. Indicate if project area lies within 100-year flood plain based on current FEMA flood maps.
  8. Prepare topographic survey for 1"=40' (half-size)/1"=20' (full-size) plans.
  9. Create Geopak TIN file. Breaklines should be used as necessary to develop clean existing contours representative of the existing topography.
  10. Prepare a survey control map for the existing right-of-way, the survey baseline, the project centerline and the project benchmarks. The survey control map will be provided in 11" x 17" and 22" x 34" formats for inclusion into half size and full size sets of plans.
  11. Once ROW needs have been determined and approved by the County, develop a Category 1A, Condition II survey to produce a parcel map and metes and bounds description for each parcel to be acquired in the project (20 max). These documents are to be prepared and submitted separately from other design documents.

Geotechnical investigations and reporting will be completed in accordance with Harris County criteria.

The report will provide geotechnical recommendations for site and subgrade preparation, bridge foundation design and construction, utility construction considerations and pavement design guidelines. The geotechnical engineer will 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). The report will also provide geotechnical engineering recommendations which will address site and subgrade preparation, bridge foundation design and construction, utility construction considerations, pavement design guidelines and slope stability analysis of the WFBB creek side slopes beneath the proposed bridge.

The drainage report will address the drainage for the proposed Greenbusch Road and bridge over WFBB. Per discussions with the Fort Bend County Drainage District, storm water mitigation will not be required. Cut and fill within the floodplain will be quantified and mitigation for fill impacts will be provided.

A Preliminary Engineering Report will be prepared for preliminary design, and will include a short narrative, applicable plans, a drainage report, a construction cost estimate, and a geotechnical report. Three copies of the report will be prepared for review.

### **Final Design**

The scope will include preparation of construction drawings and specifications. Interim submittals will be made at 70 percent and 95 percent completion, and will include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

The design will be based on the following design criteria including, 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:

- 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 including storm sewer.)
- Traffic control plan (phasing and traffic control)
- Traffic Signal improvements and details
- Storm Water Pollution Prevention Plan
- Bridge layout and details
- 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 submitted for County review on 11-inch by 17-inch sheets.

The 95 percent submittal will be considered complete with 95 percent review stamp, and will 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 submitted for County review, and drawings will be submitted on 22-inch by 34-inch sheets.

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

#### **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.

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.

**"EXHIBIT B" - FEE SCHEDULE**  
**Project Name: Greenbusch Road Paving & Drainage Improvements**  
**Project Limits: Gaston Road to Westheimer Parkway**

**Aguirre & Fields**

TASK DESCRIPTION	NUMBER OF SHEETS	Project Manager	Senior Bridge Engineer	Project Engineer	EIT I	Engineering Technician	Admin Clerical	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$185.00	\$160.00	\$130.00	\$100.00	\$80.00	\$47.00	
<b>PRELIMINARY DESIGN</b>								
PROJECT MANAGEMENT (6 MONTHS)		60	0	0	0	0	6	66
COORDINATION W/COUNTY AND DRAINAGE DISTRICT		9	0	5	0	0	0	14
SURVEY AND GEOTECH COORDINATION		9	0	5	0	0	0	14
UTILITY COORDINATION		2	0	5	5	0	0	12
FIELD RECONNAISSANCE		2	0	2	2	0	0	6
DRAINAGE REPORT		55	0	90	170	95	4	414
ROADWAY PLAN & PROFILE	18	8	0	37	93	186	0	324
TYPICAL SECTIONS	1	1	0	5	9	5	0	20
CROSS SECTIONS & EARTHWORK		2	0	19	28	47	0	96
LETTER REPORT		9	0	40	20	0	10	79
COST ESTIMATE		2	0	9	25	0	0	36
<b>DIRECT EXPENSES</b>								<b>\$ 992.00</b>
<b>SHEETS &amp; HOURS SUBTOTAL</b>	<b>19</b>	<b>159</b>	<b>0</b>	<b>217</b>	<b>352</b>	<b>333</b>	<b>20</b>	<b>1081</b>
<b>SUBTOTAL LABOR COSTS</b>		<b>\$29,415.00</b>	<b>\$0.00</b>	<b>\$28,210.00</b>	<b>\$35,200.00</b>	<b>\$26,640.00</b>	<b>\$940.00</b>	<b>\$121,397.00</b>
<b>FINAL DESIGN</b>								
PROJECT MANAGEMENT (8 MONTHS)		80	0	0	0	0	8	88
COORDINATION W/COUNTY AND DRAINAGE DISTRICT		9	0	5	0	0	0	14
UTILITY COORDINATION		2	0	5	5	0	0	12
COVER/INDEX/GEN NOTES	3	2	0	9	19	28	0	58
PROJECT LAYOUT	4	2	0	14	23	28	0	67
TYPICAL SECTIONS	2	2	0	9	9	17	0	37
REMOVAL LAYOUTS	4	2	0	9	28	28	0	67
SWPPP	7	2	0	14	37	40	0	93
SWPPP STANDARDS	2	1	0	1	1	1	0	4
DRAINAGE AREA MAPS	7	5	0	45	60	40	0	150
STORM SEWER COMPUTATION SHEETS	12	5	0	100	140	40	0	285
BRIDGE HYDRAULIC DATA SHEET	2	2	0	10	30	20	0	62

**"EXHIBIT B" - FEE SCHEDULE**  
**Project Name: Greenbusch Road Paving & Drainage Improvements**  
**Project Limits: Gaston Road to Westheimer Parkway**

**Aguirre & Fields**

TASK DESCRIPTION	NUMBER OF SHEETS	Project Manager	Senior Bridge Engineer	Project Engineer	EIT I	Engineering Technician	Admin Clerical	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$185.00	\$160.00	\$130.00	\$100.00	\$80.00	\$47.00	
PLAN & PROFILES	18	8	0	90	93	186	0	377
STORM SEWER LATERALS	3	2	0	20	40	40	0	102
CULVERT LAYOUT	1	2	0	10	20	10	0	42
INTERSECTION GRADING PLANS	8	2	0	37	47	56	0	142
SIGNING AND STRIPING PLANS	20	6	0	37	93	100	0	236
SIGNAL AT WESTHEIMER PARKWAY	5	5	0	35	70	60	0	170
DRIVEWAY SUMMARY TABLE	1	1	0	5	9	9	0	24
PAVEMENT STANDARDS	2	1	0	1	1	1	0	4
SIGNING AND STRIPING STANDARDS	2	1	0	1	1	1	0	4
STORM SEWER STANDARDS	10	1	0	5	9	9	0	24
CROSS SECTIONS & EARTHWORK	35	2	0	19	28	47	0	96
BRIDGE LAYOUT	1	1	2	9	19	19	0	50
BRIDGE TYPICAL SECTION (INCLUDES PHASING)	1	1	2	5	9	5	0	22
BRIDGE QTY/BEARING SEAT ELEVATIONS	1	1	2	9	15	5	0	32
FOUNDATION PLAN	1	1	2	9	15	5	0	32
RIPRAP LAYOUT AND GRADING PLAN	1	1	2	5	20	5	0	33
ABUTMENT PLAN & ELEVATION	2	1	2	28	28	9	0	68
ABUTMENT DETAILS	1	1	2	9	14	5	0	31
INTERIOR BENT PLAN & ELEVATION	1	1	2	9	19	5	0	36
INTERIOR BENT DETAILS	1	1	2	9	14	5	0	31
FRAMING PLAN	1	1	2	9	14	5	0	31
SLAB LAYOUT	1	1	2	9	14	5	0	31
SLAB SECTION	1	1	2	9	14	5	0	31
BEAM DESIGN SHEET	1	1	2	9	28	0	0	40
BRIDGE MISC. DETAILS	1	1	2	9	9	9	0	30
BRIDGE STANDARDS	7	1	1	1	1	1	0	5
TRAFFIC CONTROL PLANS	12	7	0	74	140	100	0	321
TEMP SIGNAL PLANS	4	5	0	25	40	50	0	120

**"EXHIBIT B" - FEE SCHEDULE**

**Project Name: Greenbusch Road Paving & Drainage Improvements**

**Project Limits: Gaston Road to Westheimer Parkway**

**Aguirre & Fields**

TASK DESCRIPTION	NUMBER OF SHEETS	Project Manager	Senior Bridge Engineer	Project Engineer	EIT I	Engineering Technician	Admin Clerical	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$185.00	\$160.00	\$130.00	\$100.00	\$80.00	\$47.00	
PROJECT MANUAL		5	0	19	19	0	0	43
COST ESTIMATE		2	0	9	19	0	0	30
PREPARATION OF 70% AND 95% SUBMITTALS		2	2	5	9	37	0	55
<b>DIRECT EXPENSES</b>								\$ 1,243.00
<b>SHEETS &amp; HOURS SUBTOTAL</b>	73	181	31	751	1223	1036	8	3230
<b>SUBTOTAL LABOR COSTS</b>		\$33,485.00	\$4,960.00	\$97,630.00	\$122,300.00	\$82,880.00	\$376.00	\$342,874.00
<b>BID AND CONSTRUCTION</b>								
ASSEMBLE BID READY PROJECT MANUAL		2		10	20			32
ASSEMBLE BID READY PLANS		2		10	20			32
PRE-BID MEETING		2		2	2			6
RESPONSE TO RFIs		6		10	36			52
ATTEND PRECONSTRUCTION MEETING		2		2	2			6
REVIEW PROJECT SUBMITTALS		10		13	38			61
SUBSTANTIAL COMPLETETION WALK THROUGH		2		2	2			6
PREPARE AS-BUILTS		2		4	15	30		51
<b>DIRECT EXPENSES</b>								\$ 2,030.00
<b>SHEETS &amp; HOURS SUBTOTAL</b>	0	28	0	53	135	30	0	246
<b>SUBTOTAL LABOR COSTS</b>		\$5,180.00	\$0.00	\$6,890.00	\$13,500.00	\$2,400.00	\$0.00	\$30,000.00

<b>SUMMARY</b>	
BASIC SERVICES (INCLUDES DIRECT EXPENSES)	\$494,271.00
SURVEY	\$119,775.00
ROW MAPS (20 PARCELS)	\$50,905.00
GEOTECH	\$19,800.00
<b>TOTAL COST ESTIMATE</b>	<b>\$684,751.00</b>

**"EXHIBIT C" - RATE SCHEDULE**

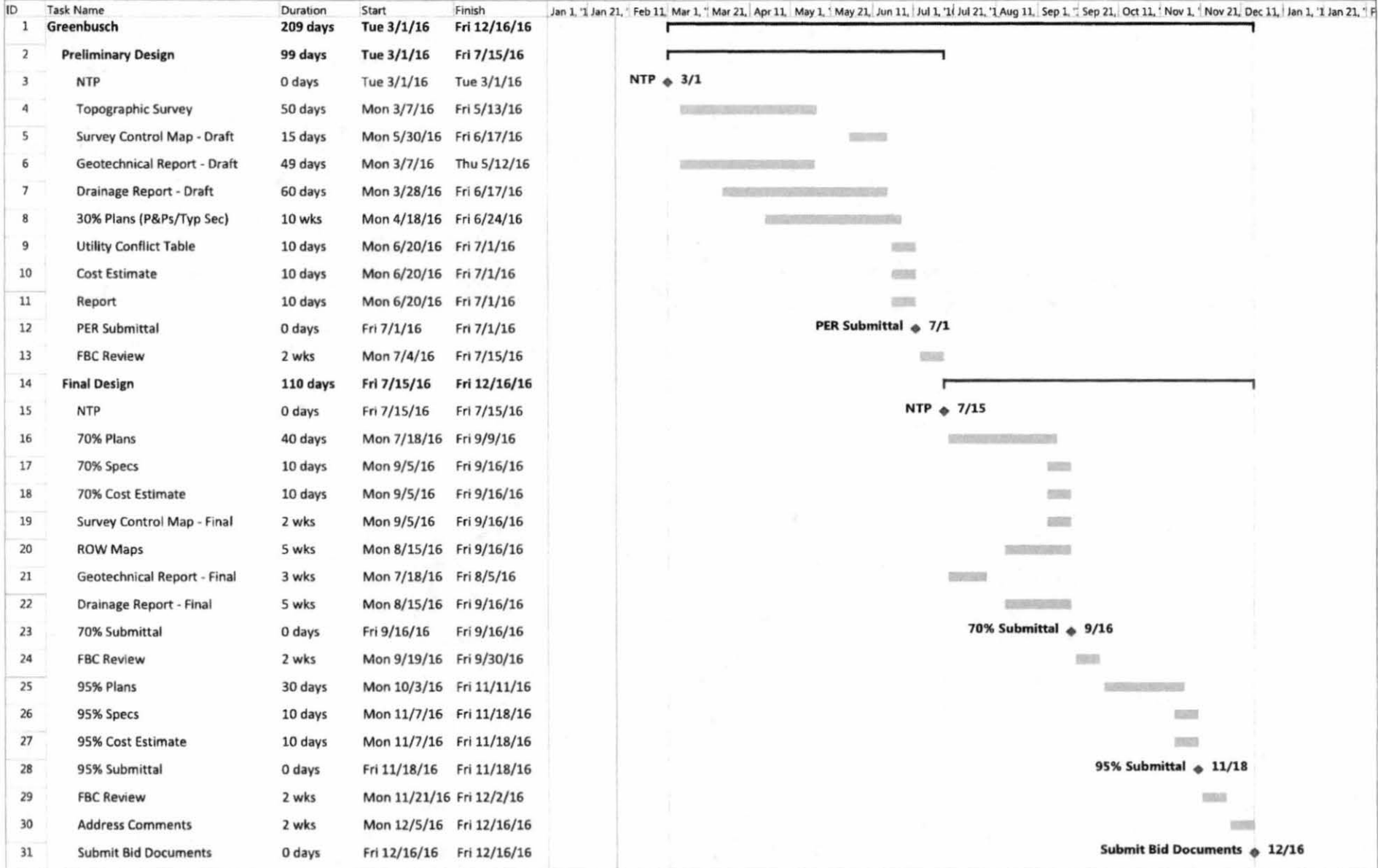
**Project Name: Greenbusch Road Paving & Drainage Improvements**

**Project Limits: Gaston Road to Westheimer Parkway**

**Aguirre & Fields**

<b><u>Position</u></b>	<b><u>Rate</u></b>
Principal	\$ 215.00
Project Manager	\$ 185.00
Senior Bridge Engineer	\$ 160.00
Project Engineer	\$ 130.00
EIT I	\$ 100.00
EIT II	\$ 80.00
Engineering Technician	\$ 80.00
Admin Clerical	\$ 47.00

# "EXHIBIT D" - PROJECT SCHEDULE



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-26905

Date Filed:  
03/16/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

AGUIRRE & FIELDS, LP  
Sugar Land, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Fort Bend

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

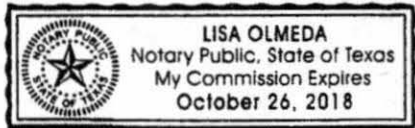
Project No. 13312  
Greenbusch Road Improvements (b/w Gaston Pkwy. and Westheimer Pkwy.)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aguirre & Fields, LP	Sugar Land, TX United States		X
Aguirre, LLC - General Partner	Sugar Land, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Rebecca R. Fields*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Rebecca R. Fields, this the 16<sup>th</sup> day of March, 2016, to certify which, witness my hand and seal of office.

*Lisa Olmeda*  
Signature of officer administering oath

Lisa Olmeda  
Printed name of officer administering oath

Human Resources Manager  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
AGUIRRE & FIELDS, LP  
Sugar Land, TX United States

**Certificate Number:**  
2016-26905

**Date Filed:**  
03/16/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
County of Fort Bend

**Date Acknowledged:**  
03/22/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

Project No. 13312  
Greenbusch Road Improvements (b/w Gaston Pkwy. and Westheimer Pkwy.)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Aguirre & Fields, LP	Sugar Land, TX United States		X
Aguirre, LLC - General Partner	Sugar Land, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath