

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 Binkley & Barfield, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional design phase engineering services, including a roadway and drainage design and right of way documents, under the Fort Bend County 2013 Mobility Bond Program – A. Myers Road Extension from Berdett Road to FM 762 – Project No. 13102 (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 for Professional Services dated February 10, 2017 (attached hereto as Exhibit 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.

Agreement for Professional Engineering Services

2013 Mobility Bond Project No. 13102

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Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is three hundred thirty-seven thousand nine hundred twenty dollars and 00/100 (\$337,920.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written agreement executed by the parties.

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 three hundred thirty-seven thousand nine hundred twenty dollars and 00/100 (\$337,920.00) 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 three hundred thirty-seven thousand nine hundred twenty dollars and 00/100 (\$337,920.00).

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 thirty (30) 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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 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 st Floor Richmond, Texas 77469
Contractor:	Binkley & Barfield, Inc. Attn: James Hornsby, P.E., Senior Transportation Engineer 1710 Seamist Drive Houston, Texas 77008

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 Exhibit 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.

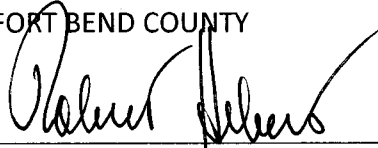
Section 24. Conflict

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

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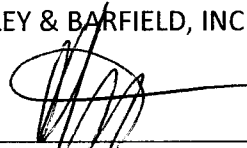
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party.

FORT BEND COUNTY



Robert E. Hebert, County Judge

BINKLEY & BARFIELD, INC



David Hamilton, P.E.,
Executive Vice President

2-28-2017

Date

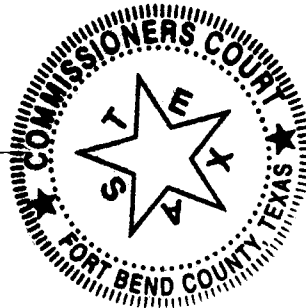
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Date

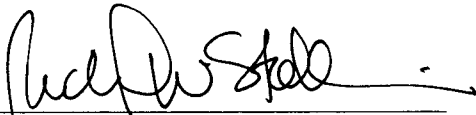
ATTEST:



Laura Richard, County Clerk

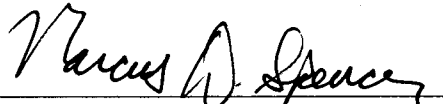


APPROVED:



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

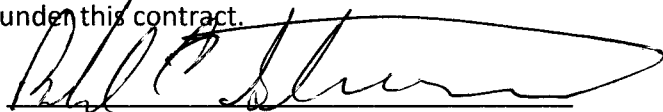
APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$337,920.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

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EXHIBIT A



February 10, 2017

Mr. Robert W. Barnett, P.E.
LJA Engineering, Inc.
2929 Briarpark Drive Suit 600
Houston, Texas 77042-3703

**RE: Proposal for Professional Services – A. Myers Road Extension
From Berdett Road to FM 762**

Dear Mr. Barnett:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal for the preliminary and final design of the A. Myers Road Extension from Berdett Road to FM 762. The fee is based upon the Scope of Work (SOW) outlined by Fort Bend County (FBC), recent discussions with you, as well as the documents provided.

According to the drawings and information provided by LJA and Fort Bend County, BBI understands that the new roadway segment is approximately 6,700 LF and will follow the 2013 Mobility Bond Program Summary of Design Process.

In addition, we have reviewed the requirements for drainage and have determined that a detention basin, approximately 10 acre-feet in size, will be required to mitigate the added run-off that the ultimate roadway section will produce. The proposed roadway is known to be outside of the 100 year flood plain.

The project is divided in two (2) phases: Phase 1 is for Preliminary Engineering tasks representing 30% and 50% submittals. This phase includes the submittal of Preliminary Engineering Drawings (30% submittal) and a submittal of a Preliminary Engineering Memorandum (PEM) that represents a 50% submittal. Phase 2 is the Final Design of the project where it would be three (3) submittals: a 70% submittal, a 95% submittal and a 100% submittal. Components of the 70% and 95% submittals can be found in the attached Summary of Work. The contract will be completed on a lump sum basis.

While it is understood that the ultimate plan for this roadway may be a 4-lane boulevard section in a 100-foot Right-Of-Way(ROW), this project's scope is to prepare a 2-lane asphalt crowned roadway section with 6-foot shoulders on each side. This roadway is to be designed within an interim 60-foot ROW.

The proposed detention basin ROW shall be determined during the PER, and is expected to cover approximately 3 acres in surface area, and would be located toward the west end of the project. An approximate 1,500 L.F. of pipe would be needed to outfall to Dry Creek. BBI will prepare a Drainage Technical Memorandum to account for mitigation of the construction of the roadway.



Mr. Robert Barnett, P.E.
February 10, 2017
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During the Preliminary Phase, a Traffic Signal Warrant Study has been requested for the intersection of the new A. Myers Road with FM 762, due to the project's proximity to the school. The scope is also included in the Summary of Work.

BBI will utilize the services of Baseline Corporation to prepare ROW and topographic files and documents. BBI will utilize the services of HTS, Inc. Consultants for the geotechnical investigation, testing and engineering. The contract will be lump sum, and billed monthly upon percent complete. Subconsultants (survey and geotechnical) will be paid on a lump sum basis as separate items in the contract.

After the Notice to Proceed is issued on February 28th, 2017, the surveyors will have 30 calendar days to complete the survey. The 30% PER plan production will begin in early March to be submitted April 4th. The 50% PEM submittal will take place one month later on May 4th, after the county review. The PER meeting will take place in mid-May. Final ROW documents will be submitted by June 15th, followed by the 95% submittal by July 31. FBC will review the 95% submittal and 100% Compact Discs will be submitted by August 31st to the County Purchasing Agent. The subconsultants' proposals are included in this letter.

The design fee for both the preliminary and final design is \$291,233.00. Additionally, the cost for the Survey is estimated at \$38,100 and the Geotechnical Work \$8,586.00. The Total Design Fee is \$337,920.

Attached please find the itemized cost proposal for your review and approval. We have included the construction fee table that shows the construction line items for this project. The construction estimate cost is \$2,822,545.

If you have any questions please give me a call or send me an email.

Sincerely,

BINKLEY & BARFIELD, INC.
Consulting Engineers
Texas Registration Number F-257

A handwritten signature in black ink, appearing to read 'James B. Hornsby'.

James B. Hornsby, P.E.
Senior Structural Engineer – Transportation Group

CC: DAH

MM: vvp

Attachments

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**SUMMARY OF WORK
FORT BEND COUNTY – A. MYERS ROAD**

PHASE 1 - PRELIMINARY ENGINEERING

There will be two (2) submittals for the Preliminary Engineering effort: the first one would be 30% and the second one 50%.

A. Preliminary Engineering Drawings - 30% Submittal

The 30% submittal will include:

- A typical section sheet
- All existing corridor features to be shown in plan view
- Proposed improvements in plan only with minor annotation
- Preliminary drainage and mitigation options (2)

30% Submittal Schedule. The preliminary drawings will be submitted to the county 35 days after giving a NTP to surveyor.

B. Preliminary Engineering Memorandum (PEM) – 50% Submittal

In the PEM, BBI will provide the following:

- Typical cross sections and cross sections in non-standard areas
- Right-of-way acquisition needs
- Potential conflicts with existing facilities
- Preliminary drainage and mitigation options
- Identify critical path items
- Identify problem areas and potential resolution(s), and
- Prepare a reasonable construction cost estimate.

The PEM will include:

- A technical narrative
- Applicable plans
- Drainage Technical Memorandum
- Construction quantities and cost estimate
- Geotechnical report
- Survey

BBI will submit three (3) copies of the PEM to Fort Bend County. No technical presentations are anticipated.

PEM Schedule. The PEM will be submitted to Fort Bend County 40 days after the acceptance/ approval of the 30% submittal drawings.

C. Traffic Signal Warrant Study

The Traffic Signal Warrant Study scope of this project includes the preparation of a traffic signal warrant study report for the proposed A. Myers Road and FM 762 intersection. The preparation of this technical report requires the collection and analysis of data such as, traffic counts, traffic turning movements, crash data analysis, and signal warrant analysis.

BBi shall perform a complete traffic signal warrant study and perform data collection at the proposed A. Myers Road and FM 762 intersection. The following tasks will be conducted:

1. Attend project meetings, as necessary, and prepare meeting minutes.
2. Traffic Signal Warrant Study
 - a. The traffic signal warrant study will include the following tasks:
 - Conduct a site inspection at the study locations and obtain digital photographs.
 - Prepare an existing conditions diagram showing details from the site inspection and field work mentioned above.
 - Obtain accident records for the study locations (provided by TxDOT) for the most recent twelve (12) month period available and prepare a summary of the accident data.
 - Perform a traffic signal warrant analysis as per the guidelines published in the latest edition of the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD).
 - Prepare and submit to FBC two (2) copies of the study report, which summarizes the findings of the field investigation, traffic counts, and signal warrant study. The report shall include a vicinity map, existing condition diagram, field photographs, traffic count data, crash data summary, and signal warrant study forms.
3. Traffic Counts (to be performed by traffic counting specialist, as reimbursable expense)
 - Perform manual turning movement counts (TMC) at the study location during a weekday (Tuesday, Wednesday or Thursday) for the following time periods: 6:00 AM to 9:00 AM, 9:30 AM to 11:30 AM, 12:00 PM to 1:30 PM, 2:00 PM to 3:30 PM and 4:00 PM to 6:00 PM. Counts will be recorded at 15 minute and hourly intervals. Totals will be provided for the AM and PM peak periods along with the overall 12 hours. TMC counts

shall be performed at each intersection listed above.

- Review the traffic count data and prepare a summary of the traffic count data in tabular format.

To Be Provided by the Fort Bend County:

- Available traffic counts from previous studies of intersections adjacent to the subject intersection.
- Review of the preliminary Traffic Signal Warrant Study Report and provide comments to BBI, who will respond to the City comments as part of the review process.

Deliverables for Traffic Signal Warrant Study:

- Preliminary report of the findings of the study.
- Final report of the findings of the study.

PHASE 2 - FINAL DESIGN

BBI will prepare bid ready drawings and specifications in Phase 2- Final Design. For the final design there will be two (2) submittals: one at 95% and the last one at 100% completion.

BBI will base its design criteria, in order of priority, in the following:

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

When more than one criterion is found, BBI will choose the more appropriate.

A. 95% Submittal of Final Design

The final design 95% submittal would 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)

- General notes sheet
- Typical and non-standard cross sections with station limits for each section; including 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 would be left blank
- Survey control map
- Drainage area map with hydraulic calculations
- 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 would be combined)
- Traffic control plan (phasing and traffic control; using of construction zone standards)
- Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details)
- Crossing Pond Facility layout and details
- Specification table of contents
- Bid form with estimated unit and total costs (spreadsheet based)
- Verify earthwork quantities with cross sections at 100-foot intervals (non-standard sections would be included in plans)
- Signage and pavement marking plans (signs would be shown on plan and profile sheets and use of pavement marking standards would be maximized)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)

BBI will submit three (3) copies of the 95% submittal for County review. Drawings will be submitted on 11x17 size sheets.

B. 100% Completion - Final Design

Final design efforts will be considered complete when comments to the 95% submittal have been addressed. If no comments are made the 95% submittal would become automatically a 100% submittal. The County would provide to BBI all additional documents required for bidding in Adobe Acrobat (PDF) format.

DESIGN FEE, MILESTONES AND BID & CONSTRUCTION SERVICES

BBI proposal includes a level of effort. BBI understands that all design efforts will be paid in a lump-sum fee basis, to be billed monthly on a percent complete basis by task. Subconsultants (survey and geotechnical) would be paid on a lump sum basis as separate items.

Milestones

- Preliminary Engineering Drawings - 30% Submittal
- Preliminary Engineering Memorandum (PEM) – 50% Submittal
- Final ROW Documents
- 95% Submittal of Final Design
- 100% Submittal of Final Design.

Bid and Construction Phase Services.

BBI will follow Fort Bend County's direction for advertisement and bid opening schedule. All bid and construction phase services will be paid on a time-and- materials basis and as needed basis. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories. 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 would provide a tax exemption form to the design consultant to ensure that tax is not charged. The fee for Bid and Construction Phase Services is set by Fort Bend County at **\$25,000.00**

DELIVERABLES

- A. BBI 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 will be printed directly to Adobe Acrobat format with electronic seals and signatures.
- B. BBI will prepare twenty-seven (27) compact discs, each with one (1) project manual file and one (1) drawing file. Of these, twenty-five (25) compact discs will be delivered to the County Purchasing Agent for advertising, and two (2) discs will be provided to the County's project management consultant. Hard copy documents are not required.
- C. The Program Manager and the FBC would obtain required cover sheet signatures.

End of Summary of Work

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:
2017-168083

Date Filed:
02/16/2017

Date Acknowledged:

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

Binkley & Barfield, Inc.
Houston, 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.

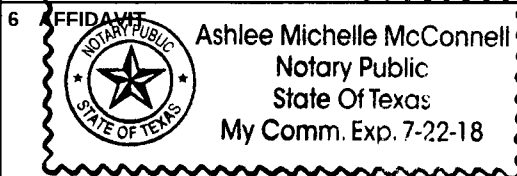
Fort Bend County

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 services, goods, or other property to be provided under the contract.

Project No. 13102 SOQ 14-025
Mobility Bond Program - A. Myers Road Extension from Berdett Rd. to FM 762

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barfield, P. E., Larry	Houston, TX United States	X	
	Binkley, James Brett	Houston, TX United States	X	
	Hamilton, P.E., David	Houston, TX United States	X	
	Laham, P.E., Youssef	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐


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

Renee Duncan

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Renee Duncan, this the 16th day of Feb, 20 17, to certify which, witness my hand and seal of office.

Ashlee M. McConnell
Signature of officer administering oath

Ashlee M. McConnell
Printed name of officer administering oath

Notary
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**

Certificate Number:
2017-168083

Date Filed:
02/16/2017

Date Acknowledged:
02/28/2017

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

Binkley & Barfield, Inc.
Houston, 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.

Fort Bend County

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 services, goods, or other property to be provided under the contract.

Project No. 13102 SOQ 14-025
Mobility Bond Program - A. Myers Road Extension from Berdett Rd. to FM 762

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barfield, P. E., Larry	Houston, TX United States	X	
	Binkley , James Brett	Houston, TX United States	X	
	Hamilton, P.E., David	Houston, TX United States	X	
	Laham, P.E., Youssef	Houston, 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