

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 Drainage District, (hereinafter "District"), a body corporate and politic under the laws of the State of Texas, and M&E Consultants, LLC (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, District desires that Consultant provide professional engineering services for the preparation of plans and the construction management of desilting of Willow Fork of Buffalo Bayou in Fort Bend County, Texas, (hereinafter "Services"); and

WHEREAS, District has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Consultant 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

Consultant shall render Services to District as defined in Consultant's Statement of Work, (attached hereto as Exhibit A) and Plan of Work, (attached hereto as Exhibit B).

Section 2. Personnel

2.1 Consultant 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 Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of District, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of District, is incompetent or by his conduct becomes detrimental to the project shall, upon request of District, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit C. The Maximum Compensation for the performance of Services within the Proposal described in Exhibit A is a fee in the amount of one million thirty-six thousand two hundred ninety-nine dollars and No/100 (\$1,036,299.00). In no case shall the amount paid by District under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 All performance of the Scope of Services by Consultant 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 District.

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

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of one million thirty-six thousand two hundred ninety-nine dollars and No/100 (\$1,036,299.00), specifically allocated to fully discharge any and all liabilities District may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that District may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed one million thirty-six thousand two hundred ninety-nine dollars and No/100 (\$1,036,299.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from District and end no later than two hundred eighty (280) calendar days thereafter. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the District.

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 – District may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

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

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

7.2.1.2 If Consultant 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 District's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from District specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant 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 District in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, District shall compensate Consultant 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 District. Consultant's final invoice for said services will be presented to and paid by District in the same manner set forth in Section 3 above.

7.4 If District 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 Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of District 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. Consultant shall promptly furnish all such data and material to District on request. If the District modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

Section 9. Inspection of Books and Records

Consultant will permit District, or any duly authorized agent of District, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. District'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, Consultant shall furnish District 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 District. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by District. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (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 on a Claims Made form with limits not less than \$1,000,000.

10.2 District 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 Consultant shall contain a waiver of subrogation in favor of District and members of Commissioners Court.

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

Section 11. Indemnity

11.1 CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT AGAINST ALL LIABILITY FOR DAMAGES ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT, ITS AGENTS, SERVANTS, EMPLOYEES, CONSULTANTS UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL. CONSULTANT AGREES TO REIMBURSE DISTRICT FOR REASONABLE ATTORNEY'S FEES IN PROPORTION TO CONSULTANT'S LIABILITY.

11.2 Consultant shall timely report all such matters to District and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide District with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of District required by Contractor in the defense of each matter.

11.3 Consultant's duty to defend indemnify and hold District harmless shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by District in writing. The provisions of this section shall survive the

termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

11.5 Consultant's indemnification shall cover, and Consultant agrees to indemnify District, in the event District is found to have been negligent for having selected District to perform the work described in this request.

11.6 The provision by Consultant of insurance shall limit the liability of Consultant to District.

11.7 Consultant shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify District and to hold it harmless from all claims for bodily injury and property damage that may arise from said Consultant's operations. Such provisions shall be in form satisfactory to District.

11.8 Loss Deduction Clause - District shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Consultant and/or trade contractor providing such insurance.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to District. Any and all information of any form obtained by Consultant or its employees or agents from District in the performance of this Agreement shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell,

assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise District immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Consultant against any such person. Consultant agrees that, except as directed by District, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at District's request, Consultant will promptly turn over to District all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to District that is inadequately compensable in damages. Accordingly, District 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. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of District and are reasonable in scope and content.

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

12.5 Consultant expressly acknowledges that District 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, District 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 District 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.

The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent Consultant, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of District and shall not be entitled to any of the privileges or benefits of District 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:

District:	Fort Bend Drainage District Attn: Chief Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Consultant:	M&E Consultants, LLC Attn: Dennis Medlin 10571 Stallion Road Temple, Texas 76501

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

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

Section 16. Performance Representation

16.1 Consultant represents to District that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant 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 local professional standard of care.

16.2 Consultant 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 District's sovereign immunity.

Section 19. Successors and Assigns

District and Consultant 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 District. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of District, except where required to do so by law.

Section 23. Captions

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

Section 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas

concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Federal Funding Requirements

26.1 **Debarment**: The Consultant hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency.

26.2 **Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms**: Consultant will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by:

26.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

26.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

26.2.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

26.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

26.2.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

26.2.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 26.2.1 through 26.2.5.

26.3 **Contract work hours and safety standards**: Construction must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

26.4 **Clean Air Act and Federal Water Pollution Control Act**: Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

26.5 Energy Policy and Conservation Act: Consultant agrees to comply with Energy Policy and Conservation Act (42 U.S.C. § 6201).

26.6 Anti-Lobbying: Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

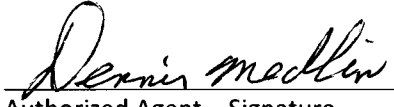
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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

Fort Bend County Drainage District

M&E Consultants, LLC

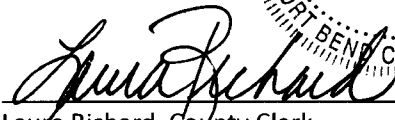

Robert E. Hebert, County Judge


Authorized Agent – Signature

4-24-2018
Date

Dennis Medlin
Authorized Agent – Printed Name

ATTEST:


Laura Richard, County Clerk

Founding Partner
Title

4/11/18
Date

APPROVED:


Mark Vogler, Chief 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 \$ 1,036,299 to accomplish and pay the obligation of Fort Bend County under this contract.

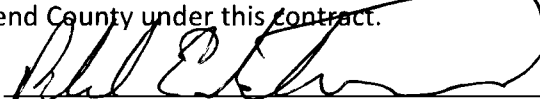

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Exhibit A

Statement of Work Services to be provided by Engineer

All services provided by the Engineer shall be under the direct supervision of Fort Bend Drainage District Engineer. The Engineer may provide additional services not specifically listed below at the request District's Engineer.

Project Scoping

The Engineer will prepare a preliminary project scope which will document and describe in detail the basic elements of the project. The scope will clearly define the engineering consultant's services; establish the project limits, typical sections, specific roadway or structural design issues, hydraulic considerations, environmental/permitting issues and commitments, ROW requirements, and utility coordination requirements. The Engineer will also provide a preliminary construction estimate and schedule (design through construction).

Project Documentation

The Engineer will be responsible for documenting the progress of the project including coordination and communication, monthly progress reporting, contract administration, invoicing and document filing.

Engineering Design Management

The Engineer will use the information, including Lidar surveys from 2014, and 2017 and the original channel design criteria, and perform additional field surveys of the channel bottom to prepare a Preliminary Engineering Report (PER). The Engineer will submit 30% complete plans for comments from District within a four-week period.

The plans, specifications, and estimate (PS&E) development will begin once each PER has been approved. Once PS&E has begun, the PM will monitor engineering consultant work relative to contract requirements and will be responsible for reviewing the engineering consultant's quality assurance/control (QA/QC) plan. The Fort Bend Drainage District will review PS&E at 60% and 100% final submittal. The Engineer will facilitate a comment resolution meeting, if needed, to discuss and resolve comments before advancing to the next phase of PS&E.

Engineer will be expected to report on progress, identify project issues and bring potential solutions monthly. The Engineer will make reasonable attempts to ensure schedules are met. At the request of Fort Bend Drainage District Engineer, the Engineer will assist with community involvement meetings. Supporting engineering exhibits will be prepared by the Engineer.

Design & Surveys

The Engineer will be required to perform engineering surveys and engineering design activities in accordance with standards and certify that all surveys and designs standards. The firm will be required to interpret geotechnical reports and data and accurately apply this information to the design of the project measures. The majority of the engineering work will be civil in nature and be limited to that necessary to make design decisions. All drawings will be computer-generated in AutoCAD release 2018 format. Electronic copies (DVD format), original hard copies and supporting data are to be furnished.

SERVICES may consist of but are not limited to any part or all of the following activities: design water resources project features, prepare construction specifications, prepare construction plans (drawings), prepare landrights work maps, prepare cost estimates, prepare bid schedules, quantity computation checks and certifications, and prepare design folders. The project could require knowledge and experience in all aspects of surveying, engineering design and quality assurance activities associated with silt removal and stream bank stabilization including but not limited to excavation, earthwork, reinforced concrete, structural fabrication, and channel bank stabilization measures. Surveys are for design and quantity estimates and construction layout of BM's for contractors and work area limits for the site showing are required and final verifications of as built construction.

Surveys for Design will consist locating the center line of the drainage channel as detailed in the channel layout criteria furnished and cross sections of the drainage channel not to exceed stream channel length of 200 feet to determine existing conditions.

Utility Coordination

The Engineer will prioritize the needs of multiple projects on a program basis. The Engineer will prepare for and participate in a program wide presentation to utility and pipeline companies.

The engineer will perform an initial investigation and define the utility lines and facilities that could potentially conflict with the construction and will issue an initial project notification and preliminary design letter. The Engineer will perform thorough records research and meet with the utility companies at a preliminary design meeting.

The probable utility conflicts shall be identified at the 30% PS&E. The Engineer will meet with the utility companies as necessary to discuss the project schedule, utility field verification and to address any concerns associated with the project. The Engineer will work with the utility companies to clear the utilities prior to construction. The Engineer will work closely with the District's ROW acquisition firm to coordinate the utility schedule milestone dates to correlate with ROW acquisition, design, letting and construction dates. All pipeline and utility adjustment agreements will be prepared by District's ROW acquisition firm. Exhibits will be prepared by the Engineer and/or pipeline and utility companies.

The Engineer will continue coordination of known utility and pipeline relocations through construction. New utility and pipeline conflicts identified during construction will be required.

ROW Mapping & Acquisition

The Engineer will assist the with the management of the ROW acquisition phase as needed. The Engineer will monitor, coordinate and report on the status of ROW acquisition activities.

Environmental Coordination

The Engineer will coordinate with regarding any environmental concerns on projects in the program.

Bid and Construction Phase Services

The Engineer will provide the following bid and construction phase services:

- Facilitate the delivery of bid documents to the District Purchasing Department
- Attend the pre-bid meeting
- Facilitate the preparation of addenda to the District Purchasing Department
- Prepare a bid tabulation for each project

QA Inspection

Inspection services required shall be performed in accordance with normal services provided by M&E Consultants and Inspection Plan developed by Engineer. Task may consist of but are not limited to the following items and tasks:

The items requiring QA inspection may include but not limited to:

1. Clearing and Grubbing as required in the Construction Specification 2.
2. Pollution Control and specified in Construction Specification 5.
3. Sediment Filters as specified in Construction Specification 5.
4. Vegetation, sprigging as specified in Construction Specification 6.
5. Construction Surveys as specified in Construction Specification 7.
6. Mobilization and Demobilization as specified in Construction Specification 8.
7. Excavation, Common as specified in Construction Specification 21.
8. Top Soil, Embankment, as specified in Construction Specification 26.
9. Loose rock riprap as specified in Construction Specification 61.

10. Concrete for minor Structures as specified in Construction Specification 32
11. Removal of Water as specified in Construction Specification 11
13. Contractor Quality Control, as specified in Construction Specification 94.

List of Deliverables

The following deliverables will be prepared by the Engineer as part of this Project

- Scope of Services for each project. Content and format will be as approved.
- Project schedule template
- Monthly progress report template
- Project monthly report
- Preliminary Engineering Report

EXHIBIT B

PLAN OF WORK

Survey, Design, Construction Inspection; Project- Desilting of Willow Fork for Fort Bend County Drainage District

Exhibit B																						
	Engineers						CAD Survey			Inspector/Survey												
	Trent Street PE Partner	Charles Melton PE Partner	Dennis Medlin PE Partner	Tom Beach PE	Jerry Ince PE Partner	Dwight Head Engineer	Glenn Ketcham	One member of Survey Crew	Jon Kraan	Supervisory Inspector	Inspector	back up Inspector	Jenny Medlin Admin. Assistant	Est. Miles	Mileage POV	Est nights PD	Per diem per day	Total Cost				
Loaded hourly pay rate	\$187.50	\$187.50	\$187.50	\$187.50	\$187.50	\$125.00	\$80.00	\$42.00	\$80.00	\$80.00	\$75.00	\$50.00	\$45.00		\$0.545		\$ 142.00					
Designs																						
Preliminary Design Office	40						24		24													
Construction Drawings	40						120		120													
Specifications, Quantities Cost estimate	80						40		20				8									
Design Report	8												6									
Inspection Plan	8												6									
SWPPP	8												6									
Fort Bend DD & internal reviews	4	10		10	20																	
Administration, meetings, communications	16		20	10	80		20		20				8									
address review comments	32	10					20		20				8									
Total hours	236	20	20	20	100	0	204	0	184	0	0		42									
Salary Total	\$44,250.00	\$3,750.00	\$3,750.00	\$3,750.00	\$18,750.00	\$0.00	\$16,320.00	\$0.00	\$14,720.00	\$0.00	\$0.00		\$1,890.00					\$107,180.00				
Final Design updates per 1,000 ft of construction	16.00	4.00	2.00	4.00	4.00		12.00		12.00				2.00									
Total \$ per update	3000.00	750.00	375.00	750.00	750.00		960.00		960.00				90.00									
Number of updates for final design & Asbuilt	13																					
															Cost per design update							\$7,635.00
															final design & as-built cost							\$99,255.00
															Preliminary, plot origal plotFinal, Design As-built							\$206,435.00
Preliminary Design Surveys includes locating work limits, original center line offsets, 5-X-Sections @ 200 ft first 1,000ft and 12-X-Sec @ 1,000 for ft lower remaining 12,000 ft.																						
(Miles one way)	170	170	170	170	20	180	170	170	170	140	210											
Develope 3 Lidars & as-built files into Auto CAD	10			10			40		40													
Preliminary Design Surveys Includes office, travel & field time 1 base station 5 rovers					20	120	200	200					8	3480	\$1,896.60	12	\$ 1,704.00					
Total for preliminary design survey	\$1,875.00			\$ 1,875	\$ 3,750	\$ 15,000	\$ 19,200	\$ 8,400	\$ 3,200				\$ 360		\$1,896.60		\$ 1,704.00	\$57,260.60				
Surveys for Final Design, Construction & As-built																						
Survey sections to be completed after coompletion of approx 1,000 ft of exc. on site inspector will be a member. of the crew inaddition to 3 man crew	8			8	24	24	24	24	24				8					Total pre trip				
Total travel & Salary Design Surveys	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$4,500.00	\$3,000.00	\$1,920.00	\$1,008.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$360.00		\$1,896.60	12	\$ 1,704.00	\$19,308.60				
															Preliminary and survey following completion of 1,000ft							\$308,272.40
Number of survey trips	13																					

Survey, Design, Construction Inspection; Project- Desilting of Willow Fork for Fort Bend County Drainage District

Page 2 of 2

EXHIBIT C

EXHIBIT C**M&E CONSULTANTS RATE SCHEDULE**

PROFESSIONAL ENGINEER (PARTNER)	Per Hour	\$187.50
PROFESSIONAL ENGINEER	Per Hour	\$130.00
CIVIL ENGR. TECH.	Per Hour	\$80.00
Non Engineer Professional	Per Hour	\$100.00
INSPECTOR	Per Hour	\$75.00
TWO PERSON SURVEY CREW	Per Hour	\$165.00
THREE PERSON SURVEY CREW	Per Hour	\$200.00
CAD TECH.	Per Hour	\$80.00
SURVEY PARTY LEADER	Per Hour	\$80.00
ADMINISTRATIVE ASSISTANCE/CLERK	Per Hour	\$45.00
VEHICLE MILEAGE	Per Mile	\$0.545
TRAVEL	Per Night Per Person est Fort Bend Co.	\$129.00

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.

M&E Consultants LLC
Temple, TX United States

Certificate Number:
2018-337685

Date Filed:
04/11/2018

Date Acknowledged:
04/24/2018

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 Drainage District

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.

RFQ 18-032

Agreement for Professional Engineering Services Desilting of Willow Fork of Buffalo Bayou

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)