

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

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for the reconstruction of an existing two-lane roadway with ditches to a four-lane concrete boulevard with curb and gutter from West Bellfort Boulevard to the Harris County line for the Belknap Road Project, Number 17211, under the 2017 Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor 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, 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 the professional engineering services, including preliminary engineering, final engineering, bid/construction and optional services for the project as described Contractor's proposal dated May 7, 2018 attached hereto as Exhibit A, and incorporated herein for all purposes.

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 Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is six hundred thirty thousand dollars and no/100 (\$630,000.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a 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 of the invoice 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 thirty thousand dollars and no/100 (\$630,000.00) 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 thirty thousand dollars and no/100 (\$630,000.00).

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 December 31, 2022. 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 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 HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, INTENTIONAL TORT, 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:	EJES, Inc. Attn: Max Bhatti, P.E., Senior Project Manager 6161 Savoy Drive, Suite 830 Houston, Texas 77036

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. Standard of Care

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor 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, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor 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.

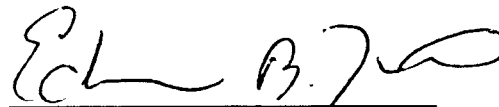
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

FORT BEND COUNTY


Robert E. Hebert, County Judge

EJES, INC

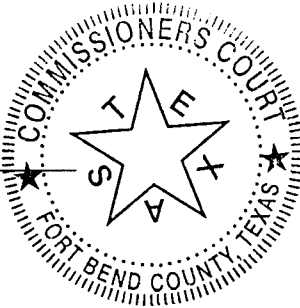

Edwin B. Jones, President/CEO

May 22, 2018
Date

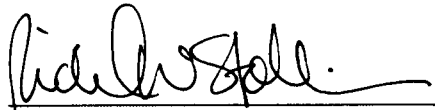
5/14/2018
Date

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 \$630,000 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

EXHIBIT A



Service with Excellence

CORPORATE OFFICE
12655 N. Central Expressway, Suite 500
Dallas, Texas 75243
Phone: 214 343-1210
Fax: 214 343-3885

- Architecture
- Engineering
- Planning
- Construction Management
- Environmental Services

May 7, 2018

Raul Fung
C/O Fort Bend County Engineering
Senior Project Engineer;
RPS Infrastructure
1160 N Dairy Ashford, Suite 500
Houston, Texas 77079

Reference: Belknap Road from W Belfort Blvd to Harris County Line

Subject: Proposal – Preliminary Engineering, Final Engineering, Bid/ Construction & Optional Services

Dear Mr. Fung,

Enclosed are EJES, Inc.'s proposed budget, manpower and direct expense breakdown and scope of services for completing the Preliminary Engineering, Final Engineering, Geotechnical, Surveying, Bidding & Construction phase Services for the above referenced project based on the scope exhibits provided to EJES, Inc. by RPS Infrastructure on April 10th, 2018.

EJES, Inc.'s proposed budgets for the referenced project follow:

Item 1: Preliminary Design Services (Lump Sum)	\$130,000.00
Item 2: Final Design Services (Lump Sum)	\$365,000.00
Item 3: Bid/Construction Services (Time & Material)	\$ 30,000.00
Item 4: Additional Services with following items	\$ 60,000.00
-Topographic Survey: \$30,000.00 (Lump Sum)	
-Geotechnical Services: \$30,000.00 (Lump Sum)	
Total Basic Services Fee	<u>\$585,000.00</u>
Item 5: Optional Services:	
-ROW Acquisition Parcels Description (5@ \$2,000 EA)	\$ 10,000.00
-Detention Ponds	\$ 35,000.00
-Survey: \$ 7,000.00 (Lump Sum)	
-Design: \$ 28,000.00 (Lump Sum)	
Total Optional Services	<u>\$ 45,000.00</u>

Our total proposed budget for the above services is estimated to be **\$630,000.00.**

We will commence work upon receipt of a written notice to proceed.

Should you have any questions or require additional information, please feel free to contact me.

Thank you.

EJES, Inc.

Houston
5161 Savoy Dr., Suite 830
Houston, TX 77036
(P) 281.272.1612 | (F) 281.272.1619

Shreveport, LA
201 Wilkinson Street
Shreveport, LA 71104
(P) 318.670.7275 | (F) 318.670.7284

Jackson, MS
405 Briarwood Drive, Suite 110
Jackson, MS 39206
(P) 601.691.1060 | (F) 601.691.1646

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED
BY EJES INC.
TO
FORT BEND COUNTY
FOR
BELKNAP ROAD RECONSTRUCTION
PROJECT CIP

PROJECT DESCRIPTION

The County of Fort Bend Texas proposes to reconstruct **Belknap Road from West Belfort Road to Harris County Line** which consists of approximately 4,450 linear feet of existing 2 lane asphalt road to a 4 lane divided concrete boulevard with curb and gutter. The roadway reconstruction will include a bridge replacement over Keegan Bayou, as well as enclosed drainage system throughout the roadway. Services by the consultant shall include all aspects of the work set forth in the following scope of services.

A storm sewer system with curb and gutter will be constructed. Detention requirements will be addressed in the PER and may include a coordinated pond location with adjacent projects that will be discussed with the FBC MUD 2. The project will be designed to meet county design criteria per the 2017 mobility standards

The environmental consultant that reports directly to the county will be responsible for the identification and assessment of any environmental problems associated with the project. EJES, Inc. will coordinate with the environmental consultants.

The parameters for design of the improvements shall include the following:

1. Replacement of existing 2 lane asphalt road with new 4 lanes concrete paving section within 100 foot Right of Way.
2. Replacement of existing driveway approaches to the ROW line and beyond if necessary.
3. New sidewalks on both sides of the roadway.
4. Storm sewer system to carry roadway drainage.
5. Coordinate with Fort Bend County M.U.D. 2, Fort Bend County Drainage District and Renn Road M.U.D. to adjust existing Fire Hydrants if needed.
6. Coordinate with Adjacent Project Consultants: HR Green and Huitt-Zollars, Inc.
7. Work zone traffic control and construction sequencing. Maintain 2-lane, 2-way traffic at all times during construction.
8. Construction Erosion Control Plans.

9. Post-Construction erosion control (siding).
10. Preparation of right-of-way and/or easement documents where necessary.
11. Scale of plans to be: 1"=40' Horizontal; 1"=4' Vertical, 11 x 17 Plan Sheets.
12. All design work will be prepared in CAD, with electronic files in MicroStation format submitted to the County upon final record drawings.
13. Submittals to the County of work-in-progress shall be at 30% plan set and Preliminary Engineering Report (PER).
14. Submittals to the County of work-in progress shall be at 70%, 95%, and 100% (Final) stages of completion.
15. Standards and typical construction details of the County may be referred to in the specifications and on the drawing rather than re-draw the standard detail.
16. Special details that are not included as a standard by the County shall be included in both plans and specifications.
17. Determine what other entities will need to review the plans before construction can begin i.e. TDLR (Texas Department of Licensing and Regulation), TxDOT, and any other entities that might need to review these plans.
18. Assist the County in preparing applications/letters/plan sets to be distributed to any entity for review purposes.

The Engineer shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this project according to the following sections of this agreement.

TASK DESCRIPTIONS – SCOPE OF SERVICES

1. Preliminary Engineering Design

A Preliminary Engineering Report will be prepared for preliminary design, and the purpose of the report is to document the goals as stated. (1) establish a typical cross section and cross sections in non-standard areas. (2) determine drainage system needs (drainage report and/or preliminary roadway drainage design), (3) positively determine right-of-way acquisition needs, (4) determine potential conflicts with existing facilities, (5) identify critical path items, (6) identify problem areas and potential resolution(s), (7) determine permit and regulatory requirements, and (8) prepare a reasonable construction cost estimate.

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

for the project and Design Consultant will proceed as instructed by the County; at present not in scope of work.

A "30 percent" plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. These plans, along with a typical section sheet, are the only drawings that will be prepared as part of the PER.

The report shall include a narrative, applicable plans, a drainage report, a construction cost estimate, a geotechnical report, and an environmental report, if applicable. Any further requirements can be discussed in a scoping meeting.

Geotechnical investigations and reporting will be completed during preliminary design, in accordance with Harris County criteria. Standard TxDOT criteria with boring depths based on the depth of the outfall channel. The geotechnical engineer should calculate the equivalent single axle load (ESAL) for the County's standard pavement design (8-inches of concrete with 8-inches of lime stabilized subgrade).

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

An appropriate attempt shall be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features shall be identified. Any subsurface utility investigation (SUI) shall be at the expense of the utility company. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the County and/or its project management consultant.

- 1.1 Topographic Survey will be completed during preliminary design. Right-of-Way acquisition will be required for road expansions, and part of preliminary design includes determining where to expand. To cover all options, topographic survey will be taken within existing right-of-way and then at least 20 feet beyond the right-of-way on each side, or as determined in a scoping meeting. Temporary benchmarks and baseline control will be set, both with 1,000-foot maximum spacing between points. Abstracting will be performed to gain a preliminary determination of property ownership and existing right-of-way widths. During topographic survey, found property corners will be documented so that the approximate location of the right-of-way can be determined. Structures in clear view and within 100 feet of the existing right-of-way will be surveyed.
- 1.2 Category Survey 1A- Once right-of-way needs have been determined and approved by the County, a Category 1A survey must be performed to produce (1) an overall project map showing existing and proposed right-of-way, (2) a parcel map and metes-and-bounds description for each parcel to be acquired in the project, and (3) a KMZ file (used by Google Earth) showing existing right-of-way with ownership information, proposed takings with parcel numbers, and a preliminary roadway layout. Right-of-way documents will be submitted separately from other design

documents, and will be paid for on a per-parcel basis.

- 1.3 Geotechnical Investigations Will be completed during preliminary design, in accordance with Harris County criteria. For water crossing structures, use standard TxDOT criteria with boring depths based on the depth of the outfall channel. The geotechnical engineer should calculate the equivalent single axle load (ESAL) for the County's standard pavement design (8-inches of concrete with 8-inches of lime stabilized sub-grade).
- 1.4 Data Collection - Obtain pertinent utility plans, street plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the project area from the Fort Bend County. The Engineer will also coordinate with franchise utilities in the area and obtain record information where available. Existing project conditions shall also be documented using digital photography and/or video.
- 1.5 Pre-Design Conference - Meet with County Representatives to review project requirements, design criteria, communication procedures, project scheduling, personnel, and other pertinent matters that may impact the project. Additional meetings will be scheduled throughout the length of the project.
- 1.6 Preliminary Engineering Design - Prepare preliminary engineering plans and engineering report with submittal at thirty percent (30%). The preliminary plans will consist of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation.

The plans will also contain a typical section sheet. The preliminary engineering report will document the following:

- 1.6.1 Establish a typical cross section and cross sections in non-standard areas
- 1.6.2 Determine drainage system needs (drainage report and/or preliminary roadway drainage design)
- 1.6.3 Determine right of way acquisition needs
- 1.6.4 Determine potential conflicts with existing facilities
- 1.6.5 Identify critical path items
- 1.6.6 Identify problem areas and potential resolutions
- 1.6.7 Determine permit and regulatory requirements
- 1.6.8 Prepare a reasonable construction cost estimate

Upon preliminary review and approval of the PER, the Consultant and County Project Manager will conduct a review meeting to include key County Staff. It is intended that all approvals or change requirements are given at this meeting. The completion of the preliminary design will be 90 days from the Notice to Proceed (NTP).

- 1.7 Utility Coordination - Research to determine the existence and location of underground utilities (pipelines, duct banks, etc.) is the Design Consultant's responsibility. Any subsurface utility investigation (SUI) should be at the expense of the utility company. Utility company signatures will not be required on completed drawings.

The Design Consultant will:

- Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase
- Send records requests to utility companies and obtain I.D. numbers (CenterPoint and AT&T)
- Coordinate with oil/gas pipeline owner for depth requirements.
- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings
- Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required
- Submit milestone-level drawings to applicable utility companies for their review

The Project/Program Manager will:

- Assist the Design Consultant in identifying major utilities, and providing contact information for various utilities as needed
- Coordinate directly with utility companies to facilitate utility adjustments required by the proposed improvements
- Coordinate with utility companies during the Construction phase as required
- Coordinate with Owner of nearby Gas Line

2. Final Engineering Design

Upon preliminary review and approval of the Preliminary Engineering Design, the Consultant and County Project Manager will conduct a review meeting to include key County Staff. It is intended that all comments from the Fort Bend County, franchise utilities, and other interested parties are given at this meeting.

The Engineer is to incorporate these review comments and prepare final engineering plans and specifications with submittals at seventy percent (70%), ninety-five percent (95%) and one-hundred percent (100%) completion. The completion of the Final Engineering Design will be 180 days from approval of the Preliminary Engineering Design.

Consultant will coordinate and provide plans for TDLR review and will make changes if necessary for their acceptance.

The final engineering design phase will include the following:

2.1 Applicable design criteria include, in order of priority:

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

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

Three copies of the 70 percent submittal will be required for County review, and drawings can be submitted on 11-inch by 17-inch sheets. A digital copy in Adobe Acrobat format (PDF) of the drawings, specifications and estimate will also be required.

2.3 The 95 percent submittal should be considered complete with 95% interim seal, and shall include all of the 70 percent requirements plus the following:

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

Physical submittal requirements are the same as for the 70 percent submittal.

2.4 The 100 percent design submittal shall consist of one sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate sent to the Project Manager. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

3. 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 PDF format. The Design Consultant will prepare a single project manual file in PDF format, consisting of:

- Administrative documents
- The bid form (prepared by the Design Consultant)
- A sealed specification table of contents
- Applicable specifications and documents

The Design Consultant will prepare a single file in PDF 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 Project Manager. Printed 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 Project Manager 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 County staff, Project Manager, general contractor, and construction materials testing contractor. Prior to the meeting, the Project Manager 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.

The Design Consultant's surveyor will re-establish horizontal and vertical control points prior to start of construction.

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.

All bid and construction phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its Project Manager and the Design Consultant. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the Design Consultant.

4. Optional Services

4.1 Detention Pond Design

4.1.1 Obtain topographic Survey for Detention Pond Design.

4.1.2 Design Detention Pond.

4.2 Parcel Acquisition

Consultant will provide parcel acquisition service estimated at approximate five (5) parcels.

4.3 Coordination

Consultant will coordinate with the County and sub-consultants for optional services.

3. Exclusions

The scope of this proposal specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees:

5.1 Any other services not specifically included within the description of the Services as described above.

5.2 Final Plat;

5.3 Environmental assessment or remediation;

5.4 Fees for permits and bid advertising;

5.5 Traffic engineering reports or studies;

5.6 Construction Inspection;

5.7 Designs for Trench Safety;

5.8 Consulting services by others not included in proposal;

5.9 Quality control and testing services during construction;

5.10 Alternate additions not included in the original scope;

5.11 Improvements outside the project limits;

5.12 Water and Waste Water Improvements;

5.13 Design of Franchise Utility relocations

5.14 Existing 20" Gas Line location and relocation

5.15 Street Lights

5.16 Survey of Existing Detention Ponds for Capacity purpose

5.17 Landscape and Irrigation Plans

5.18 Construction Management

EJES, INC.
LABOR RATES

05/18/18

ID	Labor Classification	Yrs Exp	Base Rate	Loaded Rate
1.	Principal	20+	96.00	261.10
2.	Project Manager	10 to 20	76.00	206.70
3.	Quality Manager	10 to 20	65.00	176.78
4.	Senior Engineer	15+	55.00	149.59
5.	Project Engineer	10 to 15	48.00	130.55
6.	Design Engineer	5 to 10	42.00	114.23
7.	Utility Engineer	5 to 10	50.00	135.99
8.	Engineer-In-Training	1 to 5	35.00	95.19
9.	Senior Engineer Tech	15+	38.00	103.35
10.	Engineer Tech	5 to 15	33.00	89.75
11.	Junior Engineer Tech	1 to 5	28.00	76.15
12.	Senior CADD Operator	15+	35.00	95.19
13.	CADD Operator	5 to 15	30.00	81.59
14.	Junior CADD Operator	1 to 5	28.00	76.15
15.	Admin/Clerical		25.00	67.99

Office Overhead Rate:
Field Overhead Rate:
Profit Rate:

147.25%
0.00%
10.00%

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

Certificate Number:
2018-353028

Date Filed:
05/14/2018

Date Acknowledged:
05/23/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
EJES INCORPORATED
Dallas, 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.
14-025
17211 Belknap Road

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jones, EDWIN	Murphy, TX United States	X	

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)