

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 CivilCorp, LLC, (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 intersection improvements to Williams School Road at FM 360 under the Williams School Road at FM 360 Intersection Project, Number 17116 of 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 design, final design, bid and construction phase services, and a Plans, Specifications and Estimate package suitable for construction bidding as described Scope of Services 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.

Agreement for Professional Engineering Services
 2017 Mobility Bond Program – Project No. 17116
 Page 1 of 10

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 forty-five thousand six hundred sixty-four dollars and 83/100 (\$45,664.83) 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 forty-five thousand six hundred sixty-four dollars and 83/100 (\$45,664.83) 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 forty-five thousand six hundred sixty-four dollars and 83/100 (\$45,664.83).

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 October 31, 2020. 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 NEGLIGENT ACT, 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:	CivilCorp, LLC Attn: Thomas C. Kuykendall, Jr., Vice President P.O. Box 1029 Fulshear, Texas 77441

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.

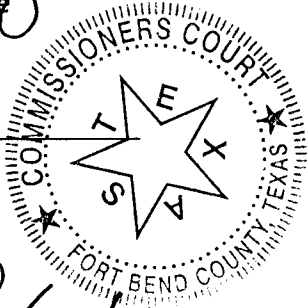
FORT BEND COUNTY

CIVILCORP, LLC

[Signature]
KP George, County Judge

[Signature]
Thomas C. Kuykendall, Jr. Vice President

5-28-2019
Date



5/08/2019
Date

ATTEST:

[Signature]
Laura Richard, County Clerk

APPROVED:

[Signature]
J. Stacy Slawinski, County Engineer

APPROVED AS TO LEGAL FORM:

[Signature]
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 45,664.⁸³ to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Williams School\17116\Agreement - Pro Eng Svcs.Williams School.CivlCorp.docx.5/1/2019

EXHIBIT A

April 30, 2019

Mr. Kevin Mineo, PE
Binkley & Barfield, Inc.
1710 Seamist Dr.
Houston, TX 77008

**Re: Williams School Road @ FM 360 Intersection
Professional Civil Engineering and Surveying Services Proposal**

Dear Mr. Mineo:

CivilCorp, LLC. would like to thank Fort Bend County for the opportunity to work and partner with the County and Binkley & Barfield on this project. In accordance with the scoping meeting and Traffic Study for FM 360 at Williams School Road prepared by Binkley & Barfield, Inc. dated January 31, 2019, CivilCorp submits this proposal to Fort Bend County for Professional Civil Engineering and Surveying Services for the Intersection improvements including overhead flashing beacons, safety illumination, addition of a no passing zone with double yellow stripe on FM 360, transverse rumble strips in advance of speed limit signs, a red border on speed limit signs and radar activated speed feedback signs.

PROJECT DESCRIPTION

Fort Bend County developed and passed a mobility bond program in November 2017. Intersection improvements at Williams School Road and FM 360 were included as part of the 2017 bond program. Fort Bend County desires to prepare the PS&E (Plans, Specifications and Estimate) for Williams School Road and FM 360 utilizing the 2017 bond funding. Intersection improvements include overhead flashing beacons, safety illumination, addition of a no passing zone with double yellow stripe on FM 360, transverse rumble strips in advance of speed limit signs, a red border on speed limit signs and radar activated speed feedback signs. The project development will follow applicable design criteria, in order of priority, (1) *Fort Bend County Drainage Criteria Manual* (Fort Bend County Drainage District, November 1987, revised April 1999), (2) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (3) *Guidelines for Engineers Having Contracts with Harris County, Texas* (Harris County Public Infrastructure Department, 1987), (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) the *Infrastructure Design Manual* (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). Municipalities contributing funds to the project may review the submittals. The project scope will entail surveying and plan document preparation to facilitate the bidding and construction of the project.

SCOPE OF SERVICES

The overall scope of services will conform to Fort Bend County procedures and requirements to provide a PS&E package suitable for construction bidding. CivilCorp will provide Fort Bend County with the following surveying and engineering services for the project:

Preliminary Design, Final Design and Bid and Construction Phase Services will be performed in accordance with **Attachment "A" 2013 Mobility Bond Program Summary of Design Process.**

Summary of Project Costs

- See Exhibit "1"

Surveying Services Provided by Jones and Carter, Inc.

- See Attachment "B"

INFORMATION AND SERVICES PROVIDED BY FORT BEND COUNTY

Fort Bend County will provide CivilCorp with the following information and assistance.

1. Survey control monument data, if available.
2. Existing drainage studies or data
3. Existing utility plans or other data applicable to the project
4. Timely review and decisions to maintain project schedule
5. Coordination with adjacent projects and consultants.

SERVICES NOT INCLUDED WITHIN THE SCOPE OF SERVICES:

The following services have not been included within the above scope of services:

1. Subsurface utility engineering Quality Level A (potholing)
2. Geotechnical Engineering
3. Landscaping
4. Design of Private Utilities
5. Construction Inspection

CivilCorp, LLC could provide these services to Fort Bend County, if desired. These services would be developed under a separate proposal.

SCHEDULE

Project development and design will begin upon notice to proceed from Fort Bend County anticipated to be on April 16, 2019

Kick-off Meeting	05/13/19
Surveying Complete	06/28/19
Geotechnical Complete	07/01/19
Preliminary Engineering	07/22/19
Final PS&E	08/26/19
Construction	11/11/19

*CivilCorp is not responsible for delays beyond its control.

COMPENSATION

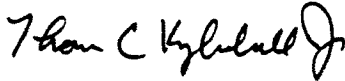
Payment and compensation for the above Scope of Services is to be on a lump sum basis, with the exception of Bidding and Construction Phase Services. Bidding and Construction Phase Services will be billed according to time and materials for services rendered. CivilCorp will prepare monthly invoices for services rendered. A budget in the amount of \$ 45,664.83 is established for this agreement and will not be exceeded without prior authorization by Fort Bend County. "Exhibit "1" provides a summary of the fee estimate and a detailed fee estimate calculation for all items of CivilCorp's work.

All work will be closely coordinated with Fort Bend County. Thank you for the opportunity to submit this proposal. If you are in agreement with the services and related fee contained in this proposal and wish to proceed, please sign on the space provided and return an executed copy to my attention that will serve as the Notice to Proceed.

If you have any questions or require additional information, please don't hesitate to call me. We are looking forward to working with you on this project.

Very truly yours,

CivilCorp, LLC



Thomas C. Kuykendall, Jr., PE
Vice President

Fort Bend County

By: _____
Title: _____
Date: _____

EXHIBIT 1 - FEE SCHEDULE

PROJECT NAME: WILLIAMS SCHOOL ROAD AT FM 360
 LIMITS: WILLIAMS SCHOOL ROAD APPROX. 150 LF & FM 360 APPROX. 1000 LF
 FORT BEND COUNTY PROJECT NO: 1-16
 METHOD OF PAY: LUMP SUM
 PRIME PROVIDER NAME: CIVILCORP, LLC

4/30/19

FEE SUMMARY

WILLIAMS SCHOOL ROAD AT FM 360

FBC PROJECT NO. 1-16

TASKS	CIVILCORP, LLC	
FC 110	\$ 1,350.43	
FC 120	\$ 1,744.95	
FC 130	\$ 1,265.62	
FC 162	\$ 16,127.42	
FC 163	\$ 9,228.29	
FC 164	\$ 3,775.93	
FC 309	\$ 5,001.19	Billed as time and materials
Direct Expenses	\$ 876.00	
TOTALS	\$39,369.83	
Jones & Carter (Surveying)		\$6,295.00
Geotech (Geotechnical)		
TOTAL ROADWAY		\$45,664.83

EXHIBIT 1 - FEE SCHEDULE

PROJECT NAME: WILLIAMS SCHOOL ROAD AT FM 360
 LIMITS: WILLIAMS SCHOOL ROAD APPROX. 150 LF & FM 360 APPROX. 1000 LF
 FORT BEND COUNTY PROJECT NO: 1-16
 METHOD OF PAY: LUMP SUM
 PRIME PROVIDER NAME: CIVILCORP, LLC

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	ADMIN/CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF DWGS	HRS PER SHEET
CONTRACT RATE PER HOUR	\$ 188.61	\$ 126.93	\$ 111.85	\$ 97.14	\$ 79.80	\$ 72.26	\$ 59.72				
ROUTE & DESIGN STUDIES (FC 110)											
DATA COLLECTION				1	1			2	\$ 176.94	N/A	N/A
FIELD RECONNAISSANCE (1 EST)				4	4			8	\$ 707.76	N/A	N/A
DETERMINE & DOCUMENT DESIGN CRITERIA			1	1				2	\$ 208.99	N/A	N/A
PRELIMINARY COST ESTIMATE				1	2			3	\$ 256.74	N/A	N/A
HOURS SUB-TOTALS	0	0	1	7	7	0	0	15		0	
SUBTOTAL (FC 110)	\$0.00	\$0.00	\$111.85	\$679.98	\$558.60	\$0.00	\$0.00	\$1,350.43	\$ 1,350.43		
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)											
SW3P LAYOUTS (1"=20' DBL BANKED)	1	1	2		2	4		10	\$ 987.78	1	10
SW3P DETAILS (1 SHEET OF STANDARDS)		1	1		2			4	\$ 398.38	1	4
SW3P MANUAL (NOT ANTICIPATED)								0	\$ -		
SW3P QUANTITIES		1			2	1		4	\$ 358.79	1	4
HOURS SUB-TOTALS	1	3	3	0	6	5	0	18		3	
SUBTOTAL (FC 120)	\$188.51	\$380.79	\$335.55	\$0.00	\$478.80	\$361.30	\$0.00	\$1,744.95	\$ 1,744.95		
RIGHT OF WAY DATA (FC 130)											
REVIEW EXISTING RIGHT OF WAY MAPS			2		2			4	\$ 383.30	N/A	N/A
DETERMINE PROPOSED RIGHT OF WAY NEEDS (NONE ANTICIPATED)								0	\$ -	N/A	N/A
ACTIVATE ONE-CALL (COORDINATE FOR SURVEY OPERATIONS)				1	2			3	\$ 256.74	N/A	N/A
OBTAIN EXISTING UTILITY DATA & DEVELOP BASE FILE				1	3	4		8	\$ 625.58	N/A	N/A
HOURS SUB-TOTALS	0	0	2	2	7	4	0	15		0	
SUBTOTAL (FC 130)	\$0.00	\$0.00	\$223.70	\$194.28	\$558.60	\$289.04	\$0.00	\$1,265.62	\$ 1,265.62		
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (PERMANENT) (FC 162)											
SIGNING AND PAVEMENT MARKING LAYOUT SHEET	2	4	6		20	16		48	\$ 4,308.00	2	24
SAFETY LIGHTING AND FLASHING LIGHT (SPAN WIRE)	2	6	12	12	32	16		80	\$ 7,356.24	4	20
WIRING DIAGRAM	1	2		4	4	4		15	\$ 1,439.17	1	15
ELECTRICAL SERVICE	1	2		2	2	3		10	\$ 1,013.03	1	10
MISCELLANEOUS DETAILS	1	1		2	4	4		12	\$ 1,117.96	1	12
ESTIMATED QUANTITIES & SUMMARY SHEETS	1	1	2	2	2			8	\$ 893.02	1	8
HOURS SUB-TOTALS	8	16	20	22	64	43	0	153		10	
SUBTOTAL (FC 162)	\$1,508.08	\$2,030.88	\$2,297.00	\$2,137.08	\$5,107.20	\$3,107.18	\$0.00	\$16,127.42	\$ 16,127.42		

EXHIBIT 1 - FEE SCHEDULE

PROJECT NAME: WILLIAMS SCHOOL ROAD AT FM 360
 LIMITS: WILLIAMS SCHOOL ROAD APPROX. 150 LF & FM 360 APPROX. 1000 LF
 FORT BEND COUNTY PROJECT NO: 1-16
 METHOD OF PAY: LUMP SUM
 PRIME PROVIDER NAME: CIVILCORP, LLC

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF DWGS	HRS PER SHEET
CONTRACT RATE PER HOUR	\$ 188.51	\$ 126.93	\$ 111.85	\$ 97.14	\$ 79.80	\$ 72.26	\$ 59.72				
MISCELLANEOUS (ROADWAY) (FC 163)											
TITLE SHEET		2			2	4		8	\$ 702.50	1	8
INDEX OF SHEETS	1	1			2	2		6	\$ 619.58	1	6
GENERAL NOTES SHEET	1	1			2	2		6	\$ 619.58	1	6
PROJECT LAYOUT	1	1			2	4		8	\$ 764.08	1	8
TCP (SELECT AND INCLUDE STANDARDS)	1	1	2			2		6	\$ 683.66	1	6
STANDARD CONSTRUCTION DETAILS	1	1	2		2	4		10	\$ 987.78	1	10
SPECIFICATION TABLE (70%, 95% and FINAL)		2	2				2	6	\$ 597.00	N/A	N/A
BID FORM		2	3				3	8	\$ 768.57	N/A	N/A
COST ESTIMATE (70%, 95% and FINAL)	1	2			8			11	\$ 1,080.77	N/A	N/A
CONSTRUCTION SCHEDULE		2		4				6	\$ 642.42	N/A	N/A
PRELIMINARY ENGINEERING REPORT (PER) (MEMO & 30% PLANS)	1	4		8		4		17	\$ 1,762.39	N/A	N/A
HOURS SUB-TOTALS	7	19	9	12	18	22	5	92		6	
SUBTOTAL (FC 163)	\$1,319.57	\$2,411.67	\$1,006.65	\$1,165.88	\$1,436.40	\$1,589.72	\$298.60	\$9,228.29	\$ 9,228.29		
PROJECT MANAGEMENT AND ADMINISTRATION (FC 164)											
COORDINATION WITH SUBCONSULTANT	1	2						3	\$ 442.37	N/A	N/A
COORDINATION WITH BINKLEY & BARFIELD	3	4						7	\$ 1,073.25	N/A	N/A
PREPARE MONTHLY INVOICES AND PROGRESS REPORTS	3	2					3	8	\$ 998.55	N/A	N/A
PROGRESS REVIEW MEETINGS (1 ESTIMATED)	4	4						8	\$ 1,261.76	N/A	N/A
HOURS SUB-TOTALS	11	12	0	0	0	0	3	26		0	
SUBTOTAL (FC 164)	\$2,073.61	\$1,523.16	\$0.00	\$0.00	\$0.00	\$0.00	\$179.16	\$3,775.93	\$ 3,775.93		
BIDDING AND CONSTRUCTION PHASE SERVICES (FC 309)											
PREPARE PDF BID DOCUMENTS		1			3	2		6	\$ 510.85	N/A	N/A
PREPARE 27 COMPACT DISKS FOR BIDDING		1			1		2	4	\$ 326.17	N/A	N/A
ATTEND PRE-BID MEETING	2	2						4	\$ 630.88	N/A	N/A
ANSWER PRE-BID QUESTIONS AND PREPARE ADDENDA	1	2	2		2	1		8	\$ 897.93	N/A	N/A
ATTEND PRE-CONSTRUCTION MEETING	2	2						4	\$ 630.88	N/A	N/A
REVIEW CONTRACTOR SUBMITTALS	1	1	4		2			8	\$ 922.44	N/A	N/A
RESPOND TO REQUESTS FOR INFORMATION	1	1	4		4			10	\$ 1,082.04	N/A	N/A
HOURS SUB-TOTALS	7	10	10	0	12	3	2	44		0	
SUBTOTAL (FC 309)	\$1,319.57	\$1,269.30	\$1,118.50	\$0.00	\$957.60	\$216.78	\$119.44	\$5,001.19	\$ 5,001.19		
CONTRACT RATE PER HOUR	\$ 188.51	\$ 126.93	\$ 111.85	\$ 97.14	\$ 79.80	\$ 72.26	\$ 59.72				
TOTAL HOURS	34	60	45	43	114	77	10	363			
SUBTOTAL LABOR EXPENSES	\$8,409.34	\$7,615.80	\$5,033.25	\$4,177.02	\$9,097.20	\$5,564.02	\$597.20	\$38,493.83			

EXHIBIT 1 - FEE SCHEDULE

PROJECT NAME: WILLIAMS SCHOOL ROAD AT FM 360
 LIMITS: WILLIAMS SCHOOL ROAD APPROX. 150 LF & FM 360 APPROX. 1000 LF
 FORT BEND COUNTY PROJECT NO: 1-16
 METHOD OF PAY: LUMP SUM
 PRIME PROVIDER NAME: CIVILCORP, LLC

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	ADMIN/CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF DWGS	HRS PER SHEET
CONTRACT RATE PER HOUR	\$ 188.51	\$ 126.93	\$ 111.85	\$ 97.14	\$ 79.80	\$ 72.26	\$ 59.72				

DIRECT EXPENSES	QUANTITY	UNIT	RATE					TOTAL
LODGING/HOTEL (TAXES/FEEES NOT INCLUDED)		day/person	\$ 83.00					\$ -
LODGING/HOTEL (TAXES/FEEES)		day/person	\$ 30.00					\$ -
MEALS (OVERNIGHT STAY REQUIRED)		day/person	\$ 41.00					\$ -
MILEAGE	350	mile	\$ 0.560					\$ 196.00
OVERNIGHT MAIL - OVERSIZED BOX	4	each	\$ 30.00					\$ 120.00
PHOTOCOPIES B/W (8.5" X 11")	200	each	\$ 0.10					\$ 20.00
PHOTOCOPIES B/W (11" X 17")	200	each	\$ 0.20					\$ 40.00
PHOTOCOPIES B/W (22" X 34")	200	each	\$ 2.50					\$ 500.00
SUBTOTAL DIRECT EXPENSES								\$ 876.00
TOTAL								\$ 39,369.83



1229 Corporate Drive, Suite 100
Rosenberg, Texas 77471
Tel: 281.342.2033
Fax: 281.232.9909
www.jonescarter.com

March 26, 2019

Mr. Thomas C. Kuykendall, Jr., P.E.
Vice-President
CivilCorp, LLC
29255 F. M. Hwy 1093, #7A
Fulshear, TX 77441
tkuykendall@civilcorp.us

Re: F. M. Hwy 360 and Williams School Road

Dear Mr. Kuykendall,

Thank you for considering this proposal for Surveying Services on the above referenced project. Our understanding is CivilCorp, LLC has been contacted by Fort Bend County as part of the 2017 Mobility Bond Program to provide engineering services to design improvements at the existing F. M. Hwy 360 and Williams School Road. We also understand Jones & Carter, Inc. (JCI) will contract with CivilCorp to provide Phase 1 surveying services. Based on our project understanding we have prepared the following scope of services and fee proposal for your consideration.

Deed Research:

- Research adjoining ownership, Subdivision Plats & TxDOT right of way maps.
- Establish the existing rights-of-way of Williams School Road and F. M. Hwy 360.
- We understand the limits of the project will be from existing right-of-way to existing right-of-way with no acquisition of additional right-of-way at this time. Therefore no additional deed research or easement research will be performed.

Project Control:

- Horizontal control will be established on-site based upon GPS observations.
- Horizontal control will be based upon the Texas Coordinate System of 1983, South Central Zone.
- Vertical data will be based upon the North American Vertical Datum of 1988 utilizing available NGS benchmarks.
- Scale factor for converting grid to surface will be 1.00013.

Topographic Survey:

- Topographic data will be acquired at +/- 100-foot grid intervals and at all grade breaks.
- We will contact Texas ONECALL to have utilities located and marked.
- We will locate all visible utilities.
- We will measure all manhole and inlet inverts, if applicable, within the project limits.
- We understand the project limits to be 500-feet each way along F. M. Hwy 360 from the intersection and 50-feet each way along Williams School Road from the intersection.



Mr. Thomas C. Kuykendall, Jr.
March 26, 2019
Page 2

Deliverables:

- We will provide a 2D – DGN file for planimetric, at a 1"=20' on 22"x34" sheets, 3-D DGN file of the grade break lines, an ASCII file of points used for creating the TIN, GeoPak file and a .dat file. Plots of the triangles and 0.2 foot contours for QA/QC checks will be provided upon request.
- CAD files for the topographic survey will be provided in Microstation format.

These services can be completed for a Lump Sum fee of \$6,295.00. A Level of Effort worksheet is attached. The existing Right-of-Way Map can be completed within thirty (30) days upon receipt of your written authorization to proceed. The Topographic Survey can be completed within forty-five (45) days upon receipt of your written authorization to proceed. The final Right-of-Way and survey control can be completed within thirty (30) days upon receipt of your final alignment.

Again Mr. Kuykendall, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris D. Kalkomey', written over a horizontal line.

Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\CivilCorp estimate_FM360_v2.docx
Enclosure

APPROVED BY:
Lump Sum fee of \$6,295.00

Signature of Authorization

Print Name and Title

Date

Jones and Carter, Inc.

Level of Effort for FM 360 / Williams School Road Project

March 26, 2019

Design Phase Surveying Services

Service Description:		2-Man	3-Man	Survey	Project	RPLS	CAD	Admin IV	Lump Sum Fee	Total Hours	Total Cost
		Field Crew	Field Crew	Tech 2	Surveyor 4		Operator 5				
Task:	General Description:	Hourly Rates:	\$170.00	\$205.00	\$75.00	\$115.00	\$185.00	\$87.00	\$100.00		
Deed Research	Research deeds of adjoining, TxDot right of way maps				4					4	\$460.00
Deed Plot	Plot deeds and existing rights-of-way				6	1				7	\$875.00
Control	Establish 1 permanent control monument based on Texas Coordinate System of 1983, South Central Zone	2								2	\$340.00
Topographic Survey Boundary Ties	Gather field data Provide plan view in Microstation format at 1"=20' scale Provide DTM in Geopak		10		4	2	20			36	\$4,620.00
Total Hours:		2	10		14	3	20			49	
Total Cost:		\$340.00	\$2,050.00		\$1,610.00	\$555.00	\$1,740.00				\$6,295.00

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:
 2019-488586

Date Filed:
 05/08/2019

Date Acknowledged:
 05/28/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 CivilCorp, LLC
 Fulshear, 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.
 17116
 Professional engineering services for the intersection improvements to Williams School Road at FM 360 under the 2017 Mobility Bond Program.

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