

**STATE OF TEXAS**                    §  
    §      **KNOW ALL PERSONS BY THESE PRESENTS:**  
**COUNTY OF FORT BEND**          §

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between The Fort Bend County Drainage District, (hereinafter "Drainage District"), a body corporate and politic under the laws of the State of Texas, and Isani Consultants, LP, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, Drainage District desires that Contractor provide certain professional engineering services for the design for restoration of the Ditch-H Restoration Project, (hereinafter "Services"); and

WHEREAS, Drainage District has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and Drainage District 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 but not limited to the drainage design and creation of construction documents for the project as described Scope of Services attached hereto as Attachment A (which includes the Scope of Work "Exhibit A", Project Schedule "Exhibit B" and Fee Schedule "Exhibit C"), 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 Drainage District, 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 Drainage District, is incompetent or by his conduct becomes detrimental to the project shall, upon request of Drainage District, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Attachment A. The Maximum Compensation for the performance of Services within the Scope of Services described in Attachment A is two hundred thousand four hundred eighty-seven dollars and no/100 (\$200,487.00) as set forth in Attachment A. In no case shall the amount paid by Drainage District under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by Drainage District.

3.3 Drainage District will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to Drainage District, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to Drainage District. Drainage District 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. Drainage District shall pay each such approved invoice within thirty (30) calendar days. Drainage District 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 Drainage District shall have available the total maximum sum of two hundred thousand four hundred eighty-seven dollars and no/100 (\$200,487.00), specifically allocated to fully discharge any and all liabilities Drainage District 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 Drainage District may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed two hundred thousand four hundred eighty-seven dollars and no/100 (\$200,487.00).

## **Section 5. Time of Performance**

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

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

### **7.2 Termination for Default**

7.2.1 Drainage District 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 Drainage District 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 Drainage District's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from Drainage District 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 Drainage District in accordance with Section 7.1 above.

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

7.4 If Drainage 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 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 Drainage 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. Contractor shall promptly furnish all such data and material to Drainage District on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit Drainage District, or any duly authorized agent of Drainage District, 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. Drainage 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, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

## **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS DRAINAGE DISTRICT AND FORT BEND 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 Drainage District. Any and all information of any form obtained by Contractor or its employees or agents from Drainage District in the performance of this Agreement shall be deemed to be confidential information of Drainage District ("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 Drainage District 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 Drainage District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise Drainage District 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 Drainage District in seeking injunctive or other equitable relief in the name of Drainage District or Contractor against any such person. Contractor agrees that, except as directed by

Drainage District, 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 Drainage District's request, Contractor will promptly turn over to Drainage District 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 Drainage District that is inadequately compensable in damages. Accordingly, Drainage 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. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of Drainage District 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 Drainage 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, Drainage 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 Drainage 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 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 Drainage District and shall not be entitled to any of the privileges or benefits of Drainage 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:

Drainage District: Fort Bend County Drainage District  
ATTN: Mark Vogler, P.E.  
P.O. Box 1028  
1124 Blume Road  
Rosenberg, Texas 77471

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street, Suite 719  
Richmond, Texas 77469

Contractor: Isani Consultants, LP.  
Attn: Murali Vega, P.E.  
3143 Yellowstone Blvd.  
Houston, Texas 77054

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 Drainage District, Contractor shall furnish Drainage District 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 and Delegation**

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 Drainage District's sovereign immunity.

#### **Section 19. Successors and Assigns**

Drainage District 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 Drainage District. 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 Drainage District, except where required to do so by law.

**Section 24. Certain State Law Requirements for Contracts:**

The contents of this Section are required by Texas Law and are included by County regardless of content.

**24.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code:** Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

**24.2 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.

**Section 25.        Human Trafficking**

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

**Section 26.        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 27.        Conflict**

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

**Section 28.        Entire Agreement**

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

*{Execution Page Follows}  
{Remainder Intentionally Left Blank}*

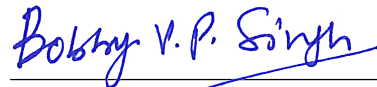
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY DRAINAGE DISTRICT

  
County Judge KP George

KP George, County Judge

ISANI CONSULTANTS, LP



Authorized Agent- Signature

Bobby V. P. Singh

Authorized Agent- Printed Name

ATTEST:



Laura Richard, County Clerk



Principal

Title

12/22/20

Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of ~~\$200,487.00~~ to accomplish and pay the obligation of the Fort Bend County Drainage District under this contract.



Robert Ed Sturdivant, County Auditor

hna i:\agreements\2021 agreements\drainage district\ditch h restoration project\isani consulting\isani consultants. agreement.docx 12/16/20

## ATTACHMENT A

April 22, 2020

Mr. Mark Vogler, P.E., CFM  
Chief Engineer,  
Fort Bend County Drainage District,  
1124 Blume Road,  
Rosenberg, TX 77471.

**SUBJECT: FORT BEND COUNTY DRAINAGE DISTRICT  
PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES  
DESIGN OF DITCH-H RESTORATION**

Mr. Vogler,

Isani Consultants, LP is pleased to submit the proposal for Professional Engineering Services for the project "Design of Ditch-H Restoration". The following documents are attached herewith:

- **Exhibit A:** Scope of Services
- **Exhibit B:** Project Schedule
- **Exhibit C:** Compensation for Professional Services

Please contact me if you have any questions or need any additional supporting information for the above preliminary engineering services proposal.

Thank you,  
Sincerely,



Murali Vegi, P.E.  
Project Manager

File: 20DR41

## EXHIBIT - A

### Scope:

After site visit and discussion with Fort Bend County Drainage District (FBCDD), Levee Improvement Districts (LID-2 and LID-17) the following scope has been developed for the Ditch-H Restoration. All the design and improvements will comply with FBC Drainage Districts policies, regulations, standards, and details. In the absence of any standards Isani will adopt HCFCDD or other standards in concurrence with client. It is anticipated FBC will engage sub-consultants to complete the Geotechnical Evaluation, to collect Survey data and any required Environmental study to complete the design. The total length of the channel is approximately 4.83 miles (25,500 ft). Existing cross sections will be based on record drawings and survey data. The scope does not include any permitting fees and associated engineering fees.

The identified areas are also shown in GIS exhibits, but ditch restoration is not limited to.

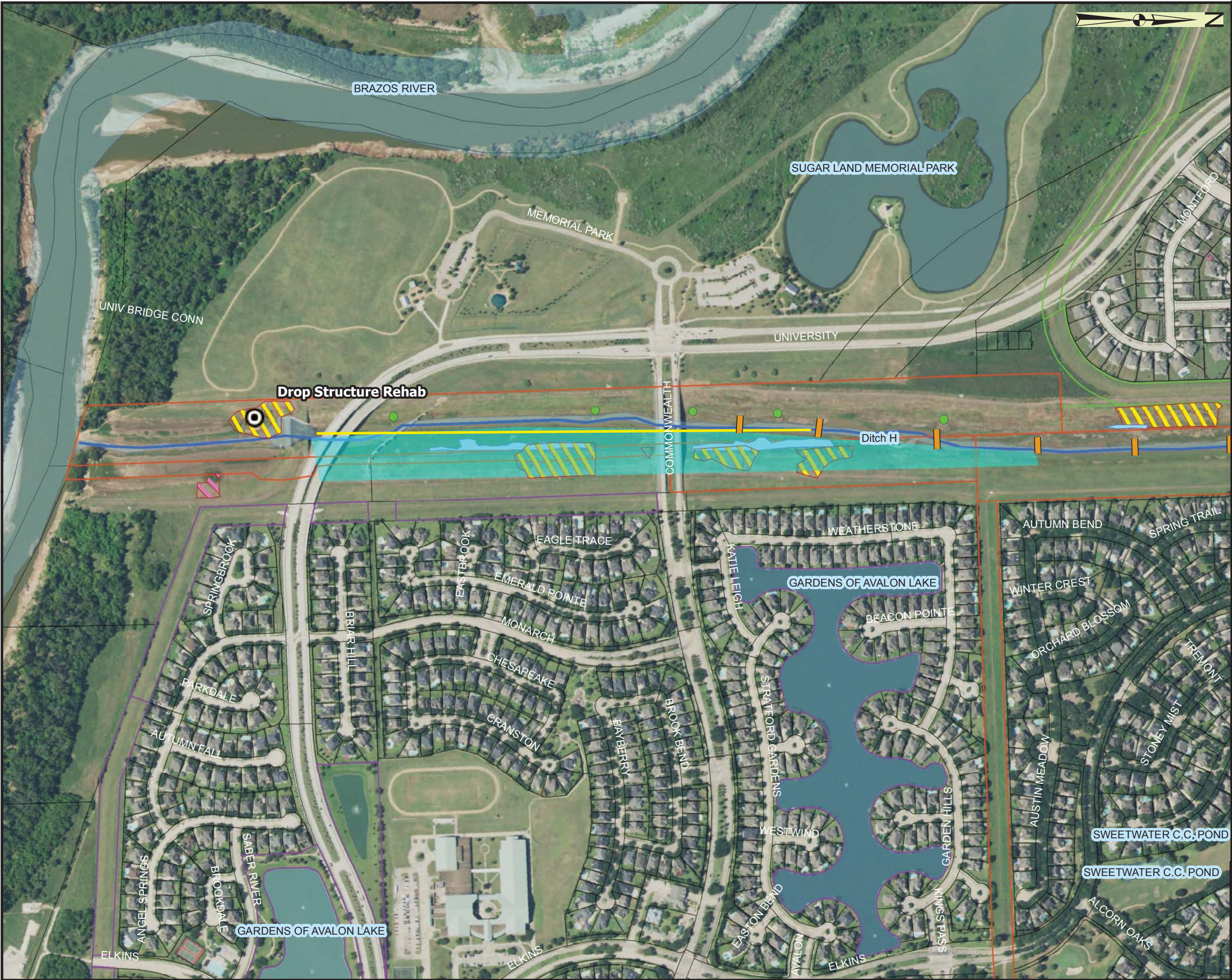
- **Fort Bend County Drainage District Scope**
  - Pilot Channel Restoration - Center line straightening and toe restoration
  - Restoration of inline weir structures
  - Sediment deposition cleanup
  - Riprap protection across outfall structures
- **Levee Improvement District -2 (LID2) Scope**
  - Sloughing and Erosion repairs at downstream end drop structure south of University Blvd.
  - East Bank Repairs – sloughing and erosion repairs and slope restoration
  - Eliminate ponding areas on the lower shelf located close to toe of slope of the east bank
  - Riprap protection at outfalls and downstream of bridges
- **Levee Improvement District -17 (LID17) Scope**
  - Sloughing and erosion repairs at downstream end drop structure south of University Blvd.
  - West Bank Repairs – sloughing and erosion repairs and slope restoration
  - Riprap protection at outfalls, and at upstream and downstream of bridges (US 59/I-69)

**Specific Scope**, but restoration is not limited to, as identified in GIS exhibit is as follows:

1. Washout at the downstream end of the William “Bill” Little Pump Station and that these washouts should be repaired.
2. There is sediment buildup in the center of the channel and sediment cleanup be identified in the plans.
3. Erosion and pertinent issues concerning outfall points along the west bank.
4. The in-line weirs that existing along the channel north of Commonwealth Blvd have been structurally defective and the water is flowing around them. Shall redesign and stabilize the slope toes, so the weirs are maintained or come up with an alternate solution.
5. Repair of sections of the sloughed portions of the west and east bank areas and restoring to the desired slopes.

6. Re-aligning the channel center under Commonwealth Blvd and several other locations.
7. Ensure no water ponding areas along the lower benches on the east and west banks.
8. The control structure slough and eroded areas rehabilitation located south of University Blvd shall be designed. The sediment removal within the channel bottom will be included in the design.
9. Previous repairs along the slopes in this area were discussed. This repair included the removal of sloughing material. The areas upstream and downstream of this area has sloughing and should be considered in the design.
10. The restoration of washouts near Lexington Blvd will be addressed.
11. Levee discharge structure, north of US 59/I-69, as discussed. Design would consider addressing the washout along the north and south sides of the structure, channel center line re-alignment and erosion control measures be designed.
12. Channel upstream of the levee structure seems to have shifted to the west. Channel re-alignment be designed.
13. The channel will possibly be rerouted near the pipeline structure a little farther north.
14. The channel slopes at the eastern levee discharge structure, south of Meadowcroft Blvd should be stabilized.
15. The area between HWY 90A and University Blvd was discussed, and it was stated that the toes and slopes in this area need to be repaired.
16. The area between University Blvd and Hwy 6 was discussed and will need to have repairs done along the banks.
17. There were some areas along the slopes where riprap and bull rock were placed but has not helped. These areas will need to be looked into.





**Legend**

Riprap weirs	LID2
Centerline Restoration Section	LID14
Shelf and Slope Regrade	LID17
Sloughing/Major Erosion Repair	Ditch H
Bank Erosion	
Ponding at Banks	
Outfalls to Ditch H	

**Notes :**

1. The channel is going upstream from left to right in the bands.

0 500 1,000 Feet

1 in = 500 ft

**EXHIBIT 1**

**SCOPE IDENTIFICATION**

**DITCH H RESTORATION**





**Legend**

Riprap weirs	LID2
Centerline Restoration Section	LID14
Shelf and Slope Regrade	LID17
Sloughing/Major Erosion Repair	Ditch H
Bank Erosion	
Ponding at Banks	
Outfalls to Ditch H	

**Notes :**

1. The channel is going upstream from left to right in the bands.

0 500 1,000 Feet

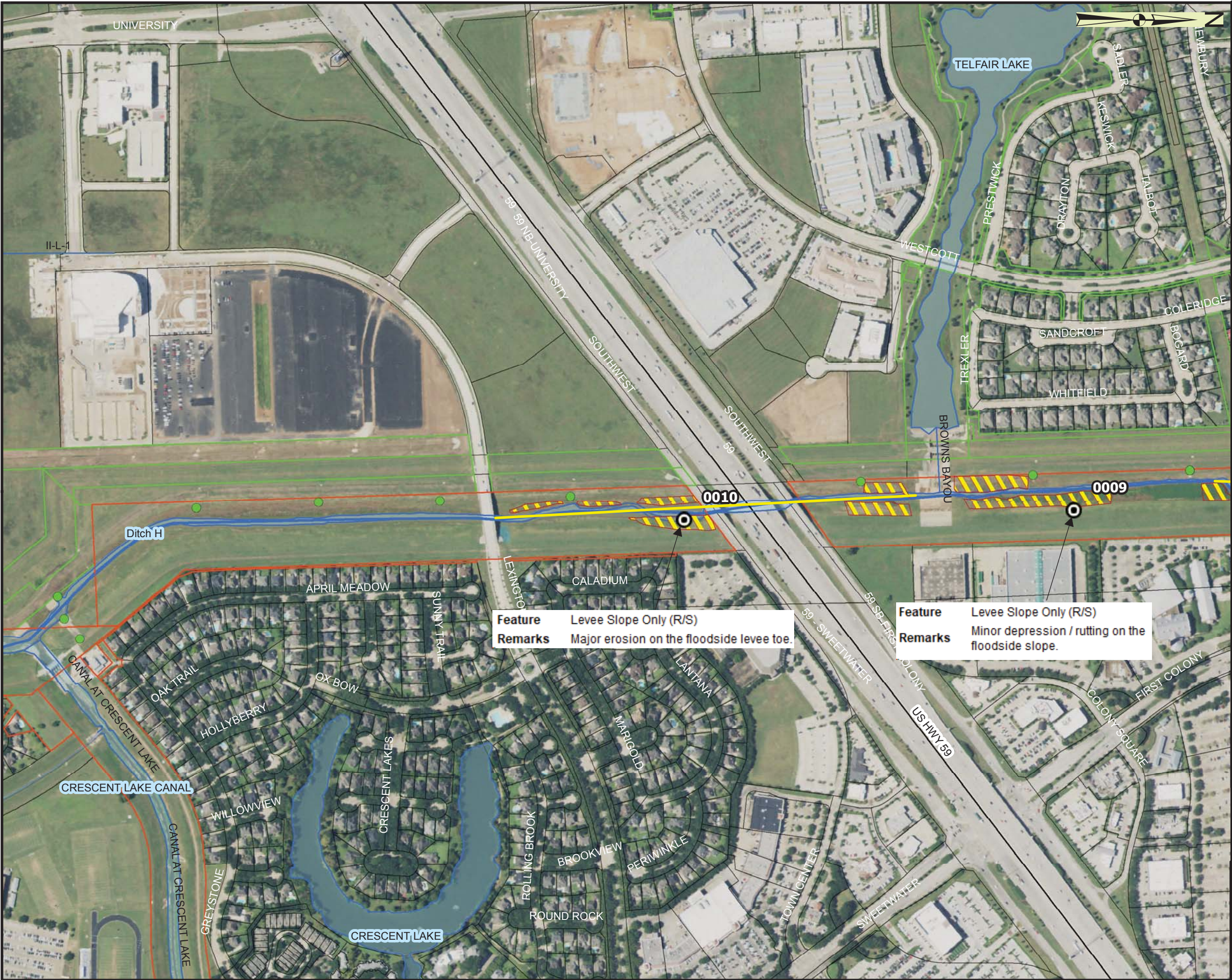
1 in = 500 ft

**EXHIBIT 2**

**SCOPE IDENTIFICATION**

**DITCH H RESTORATION**





**Legend**

Riprap weirs	LID2
Centerline Restoration Section	LID14
Shelf and Slope Regrade	LID17

**Failure Type**

Sloughing/Major Erosion Repair	Ditch H
Bank Erosion	
Ponding at Banks	
Outfalls to Ditch H	

**Notes :**

1. The channel is going upstream from left to right in the bands.

0 500 1,000 Feet

1 in = 500 ft

**EXHIBIT 3**

**SCOPE IDENTIFICATION**

**DITCH H RESTORATION**









Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c)

**Legend**

Riprap weirs	Outfalls to Ditch H
Centerline Restoration Section	LID2
Shelf and Slope Regrade	LID14
	LID17
	Ditch H

**Notes :**

1. The channel is going upstream from left to right in the bands.

1 in = 500 ft

**EXHIBIT 5**  
**SCOPE IDENTIFICATION**  
**DITCH H RESTORATION**



# EXHIBIT - B PROJECT SCHEDULE



## SCHEDULE FOR RDESIGN OF DITCH-H RESTORATION

ID	Tasks Description	Dur.	Plan Start	Plan Finish
<b>PROJECT PLANNING AND MANAGEMENT</b>		<b>204.d</b>	<b>4-May-20</b>	<b>25-Nov-20</b>
1	Notice to Proceed	1.d	4-May-20	5-May-20
2	Kickoff Meeting	1.d	4-May-20	5-May-20
3	Data Collection/Review	4.d	4-May-20	8-May-20
4	Geotechnical and Survey Data from others*	45.d	5-May-20	8-Jul-20
5	Progress Meeting	15.d	23-Jul-20	13-Aug-20
6	Design and Construction Documents for 50% Submittal	21.d	3-Sep-20	5-Oct-20
7	Client's Review and Comments on 50% Submittal	7.d	5-Oct-20	15-Oct-20
8	Design and Construction Documents for 95% Submittal	21.d	5-Oct-20	4-Nov-20
9	Client's Review and Comments on 95% Submittal	7.d	4-Nov-20	16-Nov-20
10	Final Bid Package Submittal	7.d	16-Nov-20	25-Nov-20
11	<b>Ditch- H Restoration Design - Duration</b>	<b>204.d</b>	<b>4-May-20</b>	<b>25-Nov-20</b>

\* The schedule is contingent upon timely delivef Geotech and Survey Data



**EXHIBIT - C**

Date: April 22, 2020

**PROFESSIONAL ENGINEERING SERVICES LEVEL OF EFFORT (LOE)  
DITCH-H RESTORATION FOR FORT BEND COUNTY DRAINAGE DISTRICT, LID17 AND LID2**

S.NO.	PHASES	TOTAL FEES
1	Meetings, Coordination, Data Collection and Review	\$ 26,670
2	Design and Construction Documents for 50% Submittal	\$ 102,483
2	Design and Construction Documents for 95% Submittal	\$ 55,782
3	Design and Construction Documents for Final Submittal	\$ 15,552
4	<b>GRAND TOTAL PROFESSIONAL ENGINEERING SERVICES FEE</b>	<b>\$ 200,487</b>

PROFESSIONAL ENGINEERING SERVICES LEVEL OF EFFORT (LOE) FEE ESTIMATE  
DITCH-H RESTORATION  
FOR FORT BEND COUNTY DRAINAGE DISTRICT, LID17, LID2



Date: April 22, 2020

			Principal / Managing Director	Project Manager	QA/QC Engineer	Senior Engineer	Civil / Project Engineer	Graduate Engineer	Senior Designer	CADD/GIS Technician	Admin / Clerical	Total Hours	Total Cost Including Multiplier ( 3X )
	DIRECT LABOR COST	# sheets	\$195	\$180	\$150	\$150	\$135	\$120	\$135	\$105	\$63		
1.0	Meetings, Coordination, Data Collection and Review												
1.1	Data collection - Data from LID 17, LID2 and Drainage District - review of record drawings, H&H models, Geotechnical reports and survey data		0	8	0	0	24	32	8	0	0	72	\$ 9,600
1.2	Coordination with FBC, LID 17 and LID 2, Geotech and Survey		0	8	0	0	24	8	8	0	0	48	\$ 6,720
1.3	Meetings (Kickoff meeting and 3 Meetings )		2	12	0	0	12	0	12	0	0	38	\$ 5,790
1.4	One Site Visits		0	8	0	0	8	8	8	0	0	32	\$ 4,560
	Subtotal Design and Construction Documents Effort Hours for 50% Submittal		2	36	0	0	68	48	36	0	0	190	
	Subtotal Design and Construction Documents Efforts Fee for 50% Submittal		\$ 390	\$ 6,480	\$ -	\$ -	\$ 9,180	\$ 5,760	\$ 4,860	\$ -	\$ -		\$ 26,670
2.0	Design and Construction Documents for 50% Submittal												
2.1	Cover Sheet w/ Vicinity Map, Drawing Index & General Notes Sheets, etc	1	0	1	0	0	4	4	0	4	0	13	\$ 1,620
2.2	Project Layout and Control Sheet	1	0	1	0	0	4	4	0	4	0	13	\$ 1,620
2.3	Preparation of Base Plan with ROW Information, Topography and Existing Utilities		0	0	0	0	8	8	0	24	1	41	\$ 4,623
2.4	Design of Channel Re-Alignment, Plan layout	1	0	2	0	4	4	16	0	8	0	34	\$ 4,260
2.5	Design of In-line Weir Structures, Plan Layouts, Sections and Details	5	0	2	0	4	16	40	4	40	0	106	\$ 12,660
2.6	Design of restoring slopes and sloughed areas and its plans and details	4	0	2	0	8	16	60	8	80	0	174	\$ 20,400
2.7	Riprap Design - Scour design bridge u/s and d/s, at confluence areas for erosion, plan details	10	0	2	0	2	16	60	8	60	0	148	\$ 17,400
2.8	Ditch-H Plan & Profiles Sheets	10	0	2	0	2	24	60	0	100	0	188	\$ 21,600
2.9	Cross Sections at every 500 ft with Cut and Fill Calculations	20	0	2	0	0	8	16	0	24	0	50	\$ 5,880
2.10	Construction Access Plan	1	0	2	0	0	4	4	0	4	0	14	\$ 1,800
2.11	Construction Details including Channel Slope Repair Details	3	0	1	0	0	2	8	0	16	0	27	\$ 3,090
2.12	Storm Water Pollution Prevention Plan	1	0	1	0	0	2	2	0	4	0	9	\$ 1,110
2.13	Quantities and Cost Estimate		0	2	0	0	8	16	0	2	0	28	\$ 3,570
2.14	Review of plans and QA/QC		0	1	16	0	2	0	0	0	0	19	\$ 2,850
	Subtotal Design and Construction Documents Effort Hours for 50% Submittal	57	0	21	16	20	118	298	20	370	1	864	
	Subtotal Design and Construction Documents Efforts Fee for 50% Submittal		\$ -	\$ 3,780	\$ 2,400	\$ 3,000	\$ 15,930	\$ 35,760	\$ 2,700	\$ 38,850	\$ 63		\$ 102,483



PROFESSIONAL ENGINEERING SERVICES LEVEL OF EFFORT (LOE) FEE ESTIMATE  
DITCH-H RESTORATION  
FOR FORT BEND COUNTY DRAINAGE DISTRICT, LID17, LID2



Date: April 22, 2020

			Principal / Managing Director	Project Manager	QA/QC Engineer	Senior Engineer	Civil / Project Engineer	Graduate Engineer	Senior Designer	CADD/GIS Technician	Admin / Clerical	Total Hours	Total Cost Including Multiplier ( 3X )
	DIRECT LABOR COST	# sheets	\$195	\$180	\$150	\$150	\$135	\$120	\$135	\$105	\$63		
3.0	Design and Construction Documents for 95% Submittal												
3.1	Review of Comments from FBCDD, LID17, LID2 and Responses		0	2	0	0	8	8	8	4	0	30	\$ 3,900
3.2	Preparation of plans for 95% submittal	30	0	4	0	4	40	100	8	160	0	316	\$ 36,600
3.3	Detailed Construction Cost Estimates and Specifications		0	2	4	0	16	32	8	0	0	62	\$ 8,040
3.4	Design Manual and Bid-Form		0	4	0	4	16	0	8	0	4	36	\$ 4,812
3.5	Review of 95% plans and QA/QC		0	2	12	0	2	0	0	0	0	16	\$ 2,430
	Subtotal Design and Construction Documents Effort Hours for 95% Submittal		0	14	16	8	82	140	32	164	4	460	
	Subtotal Design and Construction Documents Efforts Fee for 95% Submittal		\$ -	\$ 2,520	\$ 2,400	\$ 1,200	\$ 11,070	\$ 16,800	\$ 4,320	\$ 17,220	\$ 252		\$ 55,782
4.0	Design and Construction Documents for Final Submittal												
4.1	Address Comments from FBCDD, LID17, LID2 and Update Plans		0	2	0	0	8	8	4	8	0	30	\$ 3,780
4.2	Final Construction Cost Estimates and Specifications		0	2	4	0	16	32	8	0	0	62	\$ 8,040
4.3	Project Manual and Bid-Form		0	2	0	0	12	0	2	0	4	20	\$ 2,502
4.4	Review of Bid Package and QA/QC		0	2	4	0	2	0	0	0	0	8	\$ 1,230
	Subtotal Design and Construction Documents Effort Hours for Final Submittal		0	8	8	0	38	40	14	8	4	120	
	Subtotal Design and Construction Documents Efforts Fee for Final Submittal		\$ -	\$ 1,440	\$ 1,200	\$ -	\$ 5,130	\$ 4,800	\$ 1,890	\$ 840	\$ 252		\$ 15,552
	TOTAL DITCH-H RESTORATION EFFORT HOURS		2	79	40	28	306	526	102	542	9	1444	
	TOTAL DITCH-H RESTORATION EFFORTS FEE		\$ 390	\$ 14,220	\$ 6,000	\$ 4,200	\$ 41,310	\$ 63,120	\$ 13,770	\$ 56,910	\$ 567		\$ 200,487

# 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:**  
2020-700987

**Date Filed:**  
12/22/2020

**Date Acknowledged:**  
01/05/2021

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

Isani Consultants, LP  
Houston, TX United States

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

Fort Bend County

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

Ditch-H Restoration Project  
Engineering Services

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)