

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 Amani Engineering, 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 improvements to Rohan Road under 2020 Mobility Bond Project No. 20105 (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 as described in Contractor's proposal dated April 9, 2021, 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 seven hundred seventy-one thousand six hundred eighty-seven dollars and no/100 (\$771,687.00) 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 seven hundred seventy-one thousand six hundred eighty-seven dollars and no/100 (\$771,687.00) 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 seven hundred seventy-one thousand six hundred eighty-seven dollars and no/100 (\$771,687.00).

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, 2025. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

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

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

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

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

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

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

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

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor 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, 1st Floor
Richmond, Texas 77469

Contractor: Amani Engineering, Inc.
8303 Southwest Freeway, Suite 600
Houston, Texas 77074

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 2271 Texas Government Code: By signature below, 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.

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.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

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

FORT BEND COUNTY

AMANI ENGINEERING, INC



County Judge KP George

KP George, County Judge



Authorized Agent – Signature

5.4.2021

Date



H. PRASAD KOLLURU, P.E

Authorized Agent – Printed Name

ATTEST:

PRESIDENT

Title

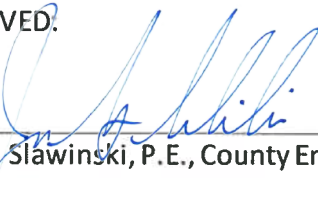


Laura Richard, County Clerk

4/22/2021

Date

APPROVED:



J. Stacy Slawinski, 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 \$ 771,687.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

April 9, 2021

Mr. Kevin Mineo, P.E.
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, Texas 77008

Re: Fort Bend County 2020 Mobility Bond Program
Project Number: 20105
**Proposal for Engineering Services: Rohan Road from 800' east of FM 2977 to Benton Road
– Revision 1**

Dear Mr. Mineo:

Thank you for selecting Amani Engineering, Inc. (Amani) to provide professional engineering services for the referenced project. Amani is pleased to provide this revised fee proposal for the services described herein.

1. PROJECT SCOPE

Fort Bend County, Precinct 1 (County) proposes to make improvements to the existing 2-lane asphalt paved roadway for traffic congestion relief and for improved drainage systems for the roadway improvements and the surrounding area. The existing asphalt roadway with roadside ditches will be upgraded to a 41-foot wide concrete pavement with curb & gutter and storm sewer system.

Based on the information provided by Binkley & Barfield, Inc. (BBI), our site visit, and our review of the County's roadway and drainage design requirements, we have prepared the following scope of services as the basis for this fee proposal.

1. Design Services (Lump Sum)
 - a. Provide professional engineering services in relation to upgrading the existing 2-lane asphalt roadway with roadside ditches to a 41' wide concrete pavement with curb and gutter. Design and submittals shall conform to the Fort Bend County Engineering Design Manual, August 2020 Draft Edition.
 - b. Tie-in the proposed 41' wide concrete pavement to the 2017 bond project, 17114 on the west and the 2020 bond project, 21014 – Benton Road on the east. Total length of roadway improvements is approximately 4,800 linear feet.
 - c. Perform hydrologic and hydraulic analyses and determine the roadway drainage system needs resulting from the roadway's increased impervious area as well as to improve drainage along Tori and Sycamore streets, north of Rohan Road and east of NRG Canal. The basis of this H&H study will be the conceptual drainage study completed under mobility bond project, 17114.
 - d. Provide offsite storm water detention and drainage channels for the increased runoff from roadway improvements and to accommodate flows from Tori and Sycamore.
 - e. Size storm sewers and culverts to receive flows from future drainage improvements along Tori and Sycamore.
 - f. The County is currently in the process of acquiring real estate needed for drainage, detention and ROW improvements, as part of 17114 project. However, based on preliminary assessment of ROW needs, there is a potential to acquire 2-3 ROW parcels along Rohan Road south right-of-way under this project (20105).
 - g. Relocate existing water line along Rohan Road, as needed to accommodate roadway and drainage improvements with the right-of-way.
 - h. Coordinate with adjacent project 20104 Benton Road for drainage and roadway tie-ins.
 - i. Coordinate with other governmental agencies, including but not limited to Fort Bend County Drainage District, City of Rosenberg, Municipal Utility Districts, to determine permit and regulatory requirements.

- j. Request utility information from private utility companies. Identify potential utility conflicts and determine critical path items.
 - k. Topographic survey including establishment of existing rights-of-way and utilities.
 - l. Perform geotechnical investigation and submit report of findings and recommendations.
 - m. Prepare traffic control and detour plan.
 - n. Prepare storm water pollution prevention plan.
 - o. Prepare signage and pavement marking plan.
 - p. Prepare drawing set comprising, but not limited to cover, index, general notes, typical section, layout, survey control, plan-profile, drainage map, drainage calculation, detention pond and drainage channels, traffic control, storm water pollution prevention, signage and pavement marking, detail, roadway cross section, and earthwork cut-and-fill quantity sheets.
 - q. Prepare project manual comprising front end documents, bid form, specifications table of contents, special specifications, and summary of work.
 - r. Prepare an opinion of probable construction cost.
 - s. Obtain approvals of Fort Bend County Engineering, Fort Bend County Drainage District and governing agencies.
- 1.A. Hydrologic and Hydraulic Study during Preliminary Engineering Phase
- As a requirement of this assignment, a drainage study will be conducted to address the potential impacts of this project. The study will address several objectives as follows:
- ➔ Determine the necessary offsite drainage needs to facilitate the paving and storm sewer improvements recommended for Rohan Road from FM 2977 to Benton Road,
 - ➔ Determine the necessary improvements that, when coupled with the future improvements to Benton Road from Rohan Road south to Dry Creek, will not create an impact to Benton Road or Dry Creek,
 - ➔ Coupled with the offsite drainage requirements to serve the Rohan Road paving improvements, evaluate additional improvements to provide an improved level of service to the existing drainage areas along and East and West of Tori Street and Sycamore Street and North of Rohan Road, and
 - ➔ Determine necessary improvements, in the form of sub-regional detention, to provide for the future development of the areas South of Rohan Road and West of Benton Road.
 - ➔ Limited spot elevation survey along Tori and Sycamore and downstream, as needed to support H&H study.
- All analyses will be conducted using evaluation techniques and procedures that meet with the approval of the Fort Bend County Drainage District. We envision that several alternates will be addressed and may include but not be limited to the use of various combinations of channelization, detention and conveyance improvements. An engineering estimate of probable construction cost will be provided for each alternate. The results of our analysis will be presented in a report along with recommendations for size, location and placement of improvements that best satisfy the project objectives.
2. Bidding Services (Time and Material)
- a. Prepare bid ready project manual, drawing sets and deliver 27 CDs to the County.
 - b. Attend pre-bid meeting at the County and be prepared to briefly describe the project.
 - c. Prepare an addendum, if necessary, for distribution by the County.
 - d. Bid evaluation and construction contract award recommendation.

3. Construction Administration Services (Time and Materials)
 - a. Prior to the pre-construction meeting, determine from the County's Project Manager the required number of hardcopies, compact discs and project manual sets.
 - b. Attend pre-construction meeting together with the County, Project Manager, general contractor and construction materials testing contractor. Distribute to the parties the hardcopy drawing and project manual sets, as needed.
 - c. Review and respond to contractor's submittals and shop drawings.
 - d. Respond to requests for information.
 - e. Participate in the substantial completion walk-through meeting.
 - f. Prepare record drawings of the project based on the contractor's as-built markups and deliver to the County one hardcopy of same.

A. Additional Services (Lump Sum)

1. CivilCorp, Inc. will serve as our subconsultant for surveying services, construction phasing and traffic control design as well as QA/QC of the drainage study during preliminary phase.
2. Earth Engineering will serve as our subconsultant for geotechnical services.

2. EXCLUSIONS

- A. Roadway and drainage improvements along Tori and Sycamore other than drainage study to size the detention pond to accommodate future flows from these two streets.
- B. Design of storm water pump station.
- C. Subsurface utility engineering services.
- D. Relocation of third-party (private, franchise, etc.) utilities within the roadways' rights-of-way.
- E. Wetlands investigation.
- F. Notifications to the Texas Historical Commission.
- G. Phase 1 Environmental Site Assessment.
- H. Traffic signal design.
- I. Storm Water Quality Management Plan
- J. Performing periodic field visits during the construction period to observe work progress.
- K. Attending progress meetings during the construction period.

3. DELIVERABLES

A. Preliminary Design (30% Milestone)

1. Submit three copies of an informal (non-presentation), preliminary engineering report (PER) which includes:
 - a. Project location and scope of the project
 - b. Existing Conditions
 - c. Existing Utilities, including potential conflicts
 - d. Proposed Roadway Design, highlighting any deviation from applicable design criteria
 - e. Existing and Proposed Drainage and Detention
 - f. Proposed Right-of-Way
 - g. Sight Triangles
 - h. Geotechnical Investigation
 - i. Permit and Regulatory Requirements
 - j. Cost Estimate
 - k. Appendices with exhibits

2. Hydrologic and Hydraulic Study Report

B. Final Design (70% Submittal)

1. Submit three copies of the drawing set on 11" x 17" sheets including:
 - a. Cover sheet with interim seal

- b. Typical and non-standard cross sections
 - c. Project layout map
 - d. Survey control map
 - e. Drainage area map and hydraulic calculations
 - f. Roadway plan-profile sheets
 - g. Offsite drainage detention
 - h. Earthwork quantities with cross sections 100' on center.
 - i. Construction phasing, detours and traffic control plans
 - j. Storm water pollution prevention plan
 - k. 70% review checklist
2. Submit a digital copy in PDF format of the drawing set and a project manual including:
- a. Specification table of contents
 - b. Special specifications (as applicable)
 - c. Opinion of probable construction cost.
- C. Final Design (Interim 95% Submittal)
1. Drawing set submittal is the same as for the 70% submittal plus the following:
- a. General notes
 - b. Earthwork quantities with cross sections 100' on center.
 - c. Signage and pavement marking plan
 - d. Standard construction details
 - e. 95% review checklist
2. Project manual submittal is the same as for the 70% submittal plus the following:
- a. Front end documents (provided by County)
 - b. Bid form
 - c. Specifications table of contents with link to County website
 - d. Summary of work
- D. Final Design (100% Submittal)
1. Submit one sealed and signed, hardcopy, 11" x 17" drawing set to the County, and a PDF submittal of the drawing set, project manual and opinion of probable construction cost to the Project Manager. Final design will be considered complete when the County approves the Contract Documents as evidenced by the County Engineer's signature on the drawing set's hardcopy cover sheet.
- E. Bid Phase
- Deliverables as described under Scope of Work, Section 2.
- F. Construction Phase
- Deliverables as described under Scope of Work, Section 3.

4. FEE

A. Preliminary Design	\$ 72,400.00
B. Final Design:	
Roadway Bid Package	\$ 205,505.00
Offsite Drainage Bid Package	\$ 139,655.00
C. Bid and Award Phase:	
Roadway Bid Package	\$ 5,915.00
Offsite Drainage Bid Package	\$ 5,915.00

Construction Phase Services:

D. Roadway Bid Package	\$ 25,255.00
Offsite Drainage Bid Package	\$ 14,315.00

Additional Services:

	\$ 302,727.00
1. Hydraulic and Hydrologic Study	\$ 69,480.00
2. Survey and Mapping (Roadway & Offsite Drainage)	\$ 85,305.00
3. Geotechnical (Roadway & Offsite Drainage)	\$ 62,081.00
4. Signing and Pavement Marking (Roadway Only)	\$ 4,350.00
5. Storm Water Pollution Prevention (Roadway)	\$ 9,630.00
6. Storm Water Pollution Prevention (Offsite Drainage)	\$ 8,130.00
7. Traffic Control Plan (Roadway)	\$ 33,656.00
8. Traffic Control Plan (Offsite Drainage)	\$ 4,230.00
9. Right-of-Way Acquisitions	\$ 8,625.00
10. Construction Phase Surveying Services	\$ 17,240.00

Total Engineering Services Fee \$ 771,687.00

5. SCHEDULE

- A. Twelve weeks for 30% submittal (Preliminary Engineering Report).
- B. Eight weeks for H & H Study Report.
- C. Ten weeks from receipt of County's comments to 30% submittal for 70% submittal – each bid package.
- D. Four weeks from receipt of County's comments to 70% submittal for 95% submittal – each bid package.
- E. Two weeks from receipt of County's comments to 95% submittal for 100% submittal – each bid package.

Services that are not included in the scope can be provided as-needed, based upon Amani's attached labor rate schedule.

We appreciate the opportunity to propose on this project. If you have questions or need additional information, please call me at 713-270-5700 x101, or Mahesh Dutta at x109.

Yours sincerely,

Amani Engineering, Inc.



H. Prasad Kolluru, P.E.

President

TBPE Firm Reg. No. F-4528

TBPLS Firm Reg. No. 100282-00

HPK: dlb: md

Attachments:

- 1) Amani Level of Effort Estimate
- 2) Amani 2021 Labor Rate Schedule
- 3) Earth Engineering, Inc. 04/08/2021 Proposal (P-EE 2115104-G)
- 4) CivilCorp. 04/09/2021 Proposal for Surveying Services
- 5) CivilCorp. 04/08/2021 Proposal for Engineering Support Services

LEVEL OF EFFORT ESTIMATE - ROADWAY BID PACKAGE - REVISION 1
Fort Bend County 2020 Mobility Bond Program
Rohan Road from 800' east of FM 2977 (Minonite Road) to Benton Road
Project No.: 20105

Client: FBC

4/9/2021

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Subtotal Man Hours	Subtotal Labor Cost
Hourly Billing Rate:		\$ 250.00	\$ 195.00	\$ 160.00	\$ 140.00	\$ 95.00	\$ 90.00		
1.0	Preliminary Design Phase (LS):								
1.1	Visit Site		4	4				8	\$ 1,420
1.2	Utility Coordination		1	2	16			19	\$ 2,755
1.3	Preliminary Pavement, Storm Sewer and Detention Design	2	16	8	40	48		114	\$ 15,060
1.4	Typical Cross Sections (Existing)		1		2	12		15	\$ 1,615
1.5	Typical Sections (Proposed)		2		4	16		22	\$ 2,470
1.6	Identify right-of-way needs		2	1	8			11	\$ 1,670
1.7	Prepare sight triangle exhibits		4	2	16	8		30	\$ 4,100
1.8	Identify Problem Areas and Potential Resolutions (SUE D, C & B Analysis)		1	1	6	4		12	\$ 1,575
1.9	Permit and Regulatory Requirements		1	2	8			11	\$ 1,635
1.10	Opinion of Probable Construction Cost		2	4	8	6		20	\$ 2,720
1.11	Preliminary Engineering Report	2	8	4	40	16	12	82	\$ 10,900
1.12	Coordination and review meetings		24	8	16			48	\$ 8,200
1.13	PER/Client Presentation		8	4	24	8		44	\$ 6,320
1.14	Project Management and QA/QC	4	16	40			16	76	\$ 11,960
	Subtotal Preliminary Design:	8	90	80	188	118	28	512	\$ 72,400
2.0	Final Design Phase (LS):								
2.1	Cover and Sheet Index		1		2	8		11	\$ 1,235
2.2	General Notes		0.5		1	2		3.5	\$ 428
2.3	Survey Control Maps		0.5		1	2		3.5	\$ 428
2.4	Project Layout Map		1		2	8		11	\$ 1,235
2.5	Drainage Area Calcs and Map		16	24	80	24		144	\$ 20,440
2.6	Roadway and Storm Sewer Plan and Profiles (4,800 LF total, 500 LF/sheet = 10 sheets + 2 sheets = 12 total)		80	48	144	240		512	\$ 66,240
2.7	Utility Relocation Plans (4,800 LF total, 500 LF/sheet = 10 sheets + 2 sheets = 12 total)		16	8	32	60		116	\$ 14,580
2.8	Prepare base plan and profiles based on survey and record information		6		24	60		90	\$ 10,230
2.9	Standard Construction Details		1		4	12		17	\$ 1,895
2.10	Design Cross Sections (Key Locations and 100-ft.Stations)		8	4	20	40		72	\$ 8,800
2.11	Earthwork Cut & Fill Quantities		4	2	16	24		46	\$ 5,620
2.12	Front End Documents (from County)		2		8			10	\$ 1,510
2.13	Bid Form		2		8			10	\$ 1,510
2.14	Summary of Work		1	1	6			8	\$ 1,195
2.15	Specifications Table of Contents (Linked to County Website)		2	1	16			19	\$ 2,790
2.16	Special Specifications		4	2	16			22	\$ 3,340
2.17	Opinion of Probable Construction Cost		2	1	16	8		27	\$ 3,550
2.18	Prepare and submit PS&E at 70%, 95% and 100%, including incorporating review comments		48	24	80	96		248	\$ 33,520
2.19	Coordination and review meetings		40	8	24			72	\$ 12,440
2.20	Project Management and Quality Control	8	24	40			16	88	\$ 14,520
	Subtotal Final Design:	8	259	163	500	584	16	1530	\$ 205,505

LEVEL OF EFFORT ESTIMATE - ROADWAY BID PACKAGE - REVISION 1
Fort Bend County 2020 Mobility Bond Program
Rohan Road from 800' east of FM 2977 (Minonite Road) to Benton Road
Project No.: 20105

Client: FBC

4/9/2021

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Subtotal Man Hours	Subtotal Labor Cost
Hourly Billing Rate:		\$ 250.00	\$ 195.00	\$ 160.00	\$ 140.00	\$ 95.00	\$ 90.00		
3.0	Bidding & Award Phase (T&M):								
3.1	Prepare Project Manual, Drawing Sets (27 CD's Delivered to County)		1		4	8		13	\$ 1,515
3.2	Attend Pre-Bid Meeting		4		4			8	\$ 1,340
3.3	Prepare and Issue Addendum for County Distribution		2		8			10	\$ 1,510
3.4	Bid Evaluation and Award Recommendation		2	2	6			10	\$ 1,550
	Subtotal Bidding and Award Phase:	0	9	2	22	8	0	41	\$ 5,915
4.0	Construction Phase Services (T&M):								
4.1	Attend Pre-Construction Meeting		4		4			8	\$ 1,340
4.2	Review and Respond to Contractor's Submittals and Shop Drawings		16		60			76	\$ 11,520
4.3	Respond to Requests for Information		12	4	32	8		56	\$ 8,220
4.4	Attend Substantial Completion Walk-through Meeting		4		4			8	\$ 1,340
4.5	Prepare and Submit Record Drawings		1		8	16		25	\$ 2,835
	Subtotal Construction Phase:	0	37	4	108	24	0	173	\$ 25,255
5.0	Survey & Mapping Services: CivilCorp								
5.1	Topographic surveying including controls, roadway design survey, utility coordination, right-of-way agreements, STM, detention pond and drainage channels, and abstracting								\$ 71,605
5.2	Limited spot elevation survey for H&H Study, as needed								\$ 6,900
5.3	Survey Management, Coordination and QA/QC		8		24	16	4	52	\$ 6,800
	Subtotal Survey & Mapping:								\$ 85,305
6.0	Geotechnical Investigation Services: Earth Engineering, Inc.								
6.1	Geotechnical Investigations and Report								\$ 58,631
6.2	Geotech Management, Coordination and QA/QC		2	4	16		2	24	\$ 3,450
	Subtotal Geotechnical Investigation:								\$ 62,081
7.0	Drainage Study								
7.1	Hydrologic & Hydraulics Study	4	96	60	180	40		380	\$ 58,320
7.2	QA/QC Drainage Study (CivilCorp)								\$ 11,160
	Subtotal H & H Study:								\$ 69,480
8.0	Signage & Pavement Marking Services								
8.1	Signage and pavement marking plans and details		2		12	24		38	\$ 4,350
	Subtotal Signage & Pavement Marking:								\$ 4,350

LEVEL OF EFFORT ESTIMATE - ROADWAY BID PACKAGE - REVISION 1
Fort Bend County 2020 Mobility Bond Program
Rohan Road from 800' east of FM 2977 (Minonite Road) to Benton Road
Project No.: 20105

Client: FBC

4/9/2021

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Subtotal Man Hours	Subtotal Labor Cost
Hourly Billing Rate:		\$ 250.00	\$ 195.00	\$ 160.00	\$ 140.00	\$ 95.00	\$ 90.00		
9.0	SWPPP Design Services								
9.1	SWPPP Layouts and details		4		12	24		40	\$ 4,740
9.2	SWPPP Manual		2		24	12		38	\$ 4,890
Subtotal SWPPP:									\$ 9,630
10.0	Traffic Control Plan (CivilCorp)								
10.1	Construction phasing, detour, and traffic control plans and details								\$ 31,256
10.2	TCP Management a, Coordination and QA/QC		4	2	8		2	16	\$ 2,400
Subtotal Traffic Control Plan:									\$ 33,656
11.0	Right-of-Way Acquisition Services (CivilCorp)								
11.1	3 Parcels (Est) at \$2,300 / parcel								\$ 6,900
11.2	Right-of-way acquisition management, coordination & QA/QC		1	2	8		1	12	\$ 1,725
Subtotal Right-of-Way Acquisition:									\$ 8,625
12.0	Additional surveying services during construction, T&M (CivilCorp)								
12.1	Optional additional services include - Flag ROW, Control Staking, Construction Staking and other agreed upon requested services								\$ 15,000
12.2	Construction surveying services, coordination & QA/QC		2	4	8		1	15	\$ 2,240
Subtotal Right-of-Way Acquisition:									\$ 17,240
Summary - Roadway Bid Package								Fee Type	Task Total
Preliminary Design Phase								LS	\$ 72,400
Final Design Phase								LS	\$ 205,505
Bidding & Award Phase								T & M	\$ 5,915
Construction Phase								T & M	\$ 25,255
Survey & Mapping								LS	\$ 85,305
Geotechnical Investigation (Earth)								LS	\$ 62,081
Hydrologic & Hydraulics Study								LS	\$ 69,480
Signage & Pavement Marking								LS	\$ 4,350
SWPPP								LS	\$ 9,630
Traffic Control Plan (CivilCorp)								LS	\$ 33,656
Right-of-way acquisition, estimated 3 parcels @ \$2,970.00 per parcel (CivilCorp)								LS	\$ 8,625
Construction Surveying								T & M	\$ 17,240
Total Engineering Services Fee:									\$ 599,442

LEVEL OF EFFORT ESTIMATE - OFFSITE DRAINAGE BID PACKAGE - REVISION 1
Fort Bend County 2020 Mobility Bond Program
Rohan Road from 800' east of FM 2977 (Minonite Road) to Benton Road
Project No.: 20105

Client: FBC

4/9/2021

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Subtotal Man Hours	Subtotal Labor Cost
Hourly Billing Rate:		\$ 250.00	\$ 195.00	\$ 160.00	\$ 140.00	\$ 95.00	\$ 90.00		
1.0	Preliminary Design Phase (LS):								
1.1	Visit Site							0	\$ -
1.2	Utility Coordination							0	\$ -
1.3	Preliminary Pavement, Storm Sewer and Detention Design							0	\$ -
1.4	Typical Cross Sections (Existing)							0	\$ -
1.5	Typical Sections (Proposed)							0	\$ -
1.6	Right-of-Way Needs							0	\$ -
1.7	Identify Problem Areas and Potential Resolutions (SUE D, C & B Analysis)							0	\$ -
1.8	Permit and Regulatory Requirements							0	\$ -
1.9	Opinion of Probable Construction Cost								\$ -
1.10	Preliminary Engineering Report							0	\$ -
1.11	Coordination and review meetings							0	\$ -
1.12	PER/Client Presentation							0	\$ -
1.13	Project Management and QA/QC								\$ -
Subtotal Preliminary Design:		0	0	0	0	0	0	0	\$ -
2.0	Final Design Phase (LS):								
2.1	Cover and Sheet Index		0.5		1	4		5.5	\$ 618
2.2	General Notes		0.5		1	2		3.5	\$ 428
2.3	Survey Control Maps		0.5		1	2		3.5	\$ 428
2.4	Project Layout Map		0.5		1	4		5.5	\$ 618
2.5	Drainage Area Calcs and Map		32	24	88	40		184	\$ 26,200
2.6	Detention and Channel Design Plans		32	24	60	80		196	\$ 26,080
2.7	Prepare base plan and profiles based on survey and record information		8		24	48		80	\$ 9,480
2.8	Standard Construction Details		4	2	8	24		38	\$ 4,500
2.9	Design Cross Sections (Key Locations and 100-ft.Stations)		12	8	40	40		100	\$ 13,020
2.10	Earthwork Cut & Fill Quantities		8	4	24	16		52	\$ 7,080
2.11	Front End Documents (from County)		2	2				4	\$ 710
2.12	Bid Form		2		8			10	\$ 1,510
2.13	Summary of Work		1	1	6			8	\$ 1,195
2.14	Specifications Table of Contents (Linked to County Website)		2	1	8			11	\$ 1,670
2.15	Special Specifications		2	2	8			12	\$ 1,830
2.16	Opinion of Probable Construction Cost		2	1	16	8		27	\$ 3,550
2.17	Prepare and submit PS&E at 70%, 95% and 100%, including incorporating review comments		24	12	80	60		176	\$ 23,500
2.18	Coordination and review meetings		16	4	16			36	\$ 6,000
2.19	Project Management and Quality Control	4	16	40			8	68	\$ 11,240
Subtotal Final Design:		4	165	125	390	328	8	1020	\$ 139,655

LEVEL OF EFFORT ESTIMATE - OFFSITE DRAINAGE BID PACKAGE - REVISION 1
Fort Bend County 2020 Mobility Bond Program
Rohan Road from 800' east of FM 2977 (Minonite Road) to Benton Road
Project No.: 20105

Client: FBC

4/9/2021

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Subtotal Man Hours	Subtotal Labor Cost
Hourly Billing Rate:		\$ 250.00	\$ 195.00	\$ 160.00	\$ 140.00	\$ 95.00	\$ 90.00		
3.0	Bidding & Award Phase (T&M):								
3.1	Prepare Project Manual, Drawing Sets (27 CD's Delivered to County)		1		4	8		13	\$ 1,515
3.2	Attend Pre-Bid Meeting		4		4			8	\$ 1,340
3.3	Prepare and Issue Addendum for County Distribution		2		8			10	\$ 1,510
3.4	Bid Evaluation and Award Recommendation		2	2	6			10	\$ 1,550
	Subtotal Bidding and Award Phase:	0	9	2	22	8	0	41	\$ 5,915
4.0	Construction Phase Services (T&M):								
4.1	Attend Pre-Construction Meeting		4		4			8	\$ 1,340
4.2	Review and Respond to Contractor's Submittals and Shop Drawings		12		24			36	\$ 5,700
4.3	Respond to Requests for Information		4	4	16	8		32	\$ 4,420
4.4	Attend Substantial Completion Walk-through Meeting		4		4			8	\$ 1,340
4.5	Prepare and Submit Record Drawings		1		4	8		13	\$ 1,515
	Subtotal Construction Phase:	0	25	4	52	16	0	97	\$ 14,315
5.0	Survey & Mapping Services: CivilCorp								
5.1	Topographic survey existing conditions and utilities. Tie-in bore holes.								\$ -
5.2	Survey Management, Coordination and QA/QC							0	\$ -
	Subtotal Survey & Mapping:								\$ -
6.0	Geotechnical Investigation Services: Earth Engineering, Inc.								
6.1	Geotechnical Investigations and Report								\$ -
6.2	Geotech Management, Coordination and QA/QC							0	\$ -
	Subtotal Geotechnical Investigation:								\$ -
7.0	Drainage Study								
7.1	Hydrologic & Hydraulics Study							0	\$ -
7.2	QA/QC Drainage Study (CivilCorp)								\$ -
	Subtotal H & H Study:								\$ -

LEVEL OF EFFORT ESTIMATE - OFFSITE DRAINAGE BID PACKAGE - REVISION 1
Fort Bend County 2020 Mobility Bond Program
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4/9/2021

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Hourly Billing Rate:		\$ 250.00	\$ 195.00	\$ 160.00	\$ 140.00	\$ 95.00	\$ 90.00		
8.0	Signage & Pavement Marking Services								
8.1	Signage and pavement marking plans and details							0	\$ -
		Subtotal Signage & Pavement Marking:							\$ -
9.0	SWPPP Design Services								
9.1	SWPPP Layouts and details		4		12	24		40	\$ 4,740
9.2	SWPPP Manual		2		16	8		26	\$ 3,390
		Subtotal SWPPP:							\$ 8,130
10.0	Traffic Control Plan								
10.1	Construction phasing, detour, and traffic control plans and details		2	4	12	16		34	\$ 4,230
10.2	TCP Management a, Coordination and QA/QC							0	\$ -
		Subtotal Traffic Control Plan:							\$ 4,230
11.0	Right-of-Way Acquisition Services (CivilCorp)								
11.1	3 Parcels (Est) at \$2,300 / parcel								\$ -
11.2	Right-of-way acquisition management, coordination & QA/QC							0	\$ -
		Subtotal Right-of-Way Acquisition:							\$ -
Summary - Offsite Drainage Bid Package								Fee Type	Task Total
Preliminary Design Phase								LS	\$ -
Final Design Phase								LS	\$ 139,655
Bidding & Award Phase								T & M	\$ 5,915
Construction Phase								T & M	\$ 14,315
Survey & Mapping								LS	\$ -
Geotechnical Investigation (Earth)								LS	\$ -
Hydrologic & Hydraulics Study								LS	\$ -
Signage & Pavement Marking								LS	\$ -
SWPPP								LS	\$ 8,130
Traffic Control Plan (Amani)								LS	\$ 4,230
Right-of-way acquisition (CivilCorp)								Per Parcel	\$ -
Total Engineering Services Fee:									\$ 172,245



LABOR RATE SCHEDULE

(Effective January 1, 2021- December 31, 2021)

<u>Category</u>	<u>Hourly Rate</u>
• Principal Engineer (P.E)	\$250.00
• Project Manager (P.E)	\$195.00
• Senior Civil Engineer (P.E.)	\$160.00
• Registered Professional Land Surveyor (R.P.L.S)	\$170.00
• Civil Engineer (P.E.)	\$140.00
• Structural Engineer (P.E.)	\$155.00
• Mechanical/ HVAC (P.E.)	\$155.00
• Electrical Engineer, (P.E.)	\$155.00
• Graduate Engineer/E.I.T.	\$110.00
• Senior Designer	\$110.00
• Designer/ Estimator/ Scheduler	\$100.00
• Construction Inspector	\$ 95.00 *
• Senior Construction Inspector	\$100.00 *
• CADD Operator	\$ 95.00
• Survey Technician	\$110.00
• SUE Technician	\$110.00
• Secretarial	\$ 90.00
• 4- Man Survey crew (6-hour minimum)	\$195.00
• 3- Man Survey crew (6-hour minimum)	\$170.00
• 2- Man Survey crew (6-hour minimum)	\$155.00
• GPS Instrument (6-hour minimum)	\$ 50.00
• SUE Crew w/ Vacuum Truck (8-hour minimum)	\$495.00

* Hourly rates for Construction Inspector vary depending upon the duration of contract and the skill level.



EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • www.eartheng.com

April 8, 2021

Mr. Mahesh Dutta, P.E., CFM
Executive Vice President
Amani Engineering, Inc.
8303 SW Frwy |Suite 600| Houston, Texas 77074

Proposal No.: P-EE 2115204-G
sent via email: mdutta@amaniengineering.com

O (713) 270-5700 x 109 | F (713) 271-3487 | C (832) 744-9449

**REVISED GEOTECHNICAL EXPLORATION PROPOSAL
ROHAN ROAD
WATER, SANITARY, DRAINAGE, PAVING
DRAINAGE CHANNEL & DETENTION POND
FORT BEND COUNTY, TEXAS**

Dear Mr. Dutta,

Earth Engineering, Inc. is pleased to present this proposal to perform geotechnical evaluation for the above project in Fort Bend County, TX.

FURNISHED INFORMATION

1. Road Alignment is about 4,800 feet.
2. Convert the current road from two (2) lane asphalt to four (4) lane concrete curb & gutter.
3. 900 ft. by 900 ft. (18.6 acres) seven feet (7) deep detention pond.
4. Drainage channel approximately 2,500 feet long; four (4) feet deep.
5. The storm sewer depth is about 8 feet

SCOPE OF WORK

The scope of our services is based on Fort Bend County Engineering Design Manual for the road and HCFCD Specifications for the detention pond and drainage channel as follows:

- Drilling and sampling ten (10) borings along the road alignment to a depth of 15-feet each.
- Drilling and sampling four (4) borings to a depth of 20-feet each in the channel alignment.
- Drilling and sampling eight (8) borings to a depth of 20-feet in the detention pond area.
- Obtaining continuous soil samples to a depth of 15 feet, and then at five (5) foot intervals thereafter to the borings' termination depths.
- Earth Engineering will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin-walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).
- Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, and swell tests, as deemed appropriate.
- Utilizing the results of observations both in the field and in limited laboratory tests, Earth Engineering will author a report that will include the following subjects:
 1. soil stratigraphy: soil encountered up to 20 feet.
 2. groundwater conditions and groundwater control during construction
 3. boring log information will include all laboratory test results and field observations.
 4. develop design recommendations for the underground utilities. The recommendations will include buried structures such as manhole etc.
 5. classify the soils types in accordance with OSHA requirements based on the characteristics of the soils along the alignment.
 6. recommend the utility bedding in accordance with Fort Bend County, City of Houston specifications and Harris County.



7. Perform laboratory Proctor Compaction tests on the subgrade soil from the pavement areas in accordance with ASTM D-698 to obtain 95% soil density.
8. Perform California Bearing Ration test "CBR".
9. Present Resilient Modulus "Mr" to be used for flexible pavement.
10. Present Modulus of Subgrade Reaction "Ks" to be for Rigid pavement design.
11. provide rigid pavement recommendations.
12. present subgrade stabilization option such as lime/fly-ash for cohesion-less soils and lime for cohesive soils.
13. Detention pond and the drainage channel recommendations including:
 14. Stability of the basin side slopes for short- and long-term conditions
 15. Evaluation of bottom instability due to excess hydrostatic pressure.
 16. Groundwater table and its variability.
 17. Identification of dispersive soils.
 18. Potential erosion problems.
 19. Constructability issues.
 20. Evaluation of seepage (natural clay liner and/or sealing agents, if needed).
 21. recommend construction considerations, as deemed necessary.
 22. recommend back-fill material specifications.
 23. discuss effects of poor drainage and presence of trees on the performance of the utilities and pavement.
- Incorporating all the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.

SCHEDULING

We anticipate that the utilities marking (811), field exploration and limited laboratory testing will require about three (3) weeks. Engineering analyses and report preparation will require approximately three (3) to four (4) weeks. Consequently, we anticipate our final report could be submitted within approximately six (6) to seven (7) weeks after successful drilling of the borings. **We will work with you to meet your deadline.**

ESTIMATED FEES 10 borings @15' Road+ 12 borings @ 20' Detention & Channel) =390 feet

The total cost for the geotechnical study is estimated to be **\$58,631.00**

SERVICE DESCRIPTION	UNIT FEE	AMOUNT	UNIT	ESTIMATED COST
Field Exploration				
Mobilization/Demobilization	\$700	3	Mob	\$2,100.00
Drilling and Sampling	\$25	390	feet	\$9,750.00
Install 2 Piezometers (20 ft each)	\$70	40	feet	\$2,800.00
Grout all borings	\$12	390	hour	\$4,680.00
Traffic Control	\$150	24	hour	\$3,600.00
Field Engineer Supervision & Layout	\$115	24	hour	\$2,760.00
Vehicle Charge	\$12	24	hour	\$288.00
		Subtotal:		\$25,978.00
Laboratory Testing				
Atterberg Limits (LL, Pi's)	\$72.00	35	tests	\$2,520.00
Moisture Contents	\$12.00	60	tests	\$720.00
Percent Passing # 200 Sieve	\$55.00	20	tests	\$1,100.00
Unconsolidated Undrained "UU"	\$72.00	14	tests	\$1,008.00
Unconfined Compression Tests	\$52.00	14	tests	\$728.00
Proctor Compaction Test ASTM D-	\$231.00	2	tests	\$462.00
California Bearing Ration "CBR" test	\$245.00	2	tests	\$490.00
Dispersive Characteristic Crumb Test	\$45.00	15	tests	\$675.00
Consolidated Undrained CU Bar	\$1,800.00	2	tests	\$3,600.00
		Subtotal:		\$11,303.00
Engineering and Report Writing				
Principal Engineer, P.E.	\$250.00	8	hours	\$2,000.00
Geotechnical Engineer "EIT"	\$115.00	150	hours	\$17,250.00
Support Personnel	\$60.00	35	hours	\$2,100.00
		Subtotal		\$21,350.00
			TOTAL	\$58,631.00

Notes:

1. Additional site visits, drilling, concrete coring, engineering analysis, and/or consultation beyond the scope of work specified in this proposal will be charged as additional fees using the above rates.
2. Our invoice will be submitted along with our final report. We request final payment within 30 days after the submission of the report. The fee outlined in this proposal will be valid for a period for 45 days. After that time, adjustments may be required.



INSURANCE

Earth Engineering Inc. maintains the following insurance:

- Professional Liability (errors and omissions): one **million**.
- General Liability: **two million**.
- Workman's Compensation: **one million**.
- Commercial Auto Insurance: **one million**.
- Umbrella Insurance: **five million**

CLIENT RESPONSIBILITIES

Earth Engineering, Inc. requests that you provide the following information prior to the site visit and our site activities:

- Formal written authorization.
- Name and telephone number of a responsible client contact, if other than yourself.
- Any geotechnical, environmental, geologic, and hydrological report previously prepared for the study area, to which you have access, as well as information regarding any similar report currently being undertaken.
- Any restrictions or limitations to, or requirements for site access to be adhered to by Earth Engineering personnel.

Should you have any questions concerning this proposal or other services we may provide, please feel free to contact us at (713) 681-5311 or by e-mail at moes@eartheng.com. We will be pleased to discuss them with you.

Yours very truly,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

Moe A. Shihadeh, P.E., D.GE
Principal / Diplomate Geotechnical Engineering

Attachments: Agreement Form



EARTH ENGINEERING, INC. **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, entered on the 8th day of April 2021 by and between **Amani Engineering, Inc.** (hereinafter referred to as “Client”) and **Earth Engineering, Inc.** a Texas Corporation (hereinafter referred to as “EEI”), is as follows:

For mutual consideration stated herein, Client engages Earth Engineering, Inc. to perform professional services as presented in our proposal number [P-EE-2115204-G](#). The general Conditions agreed to by the parties are as follows:

1. **PARTIES:** **Earth Engineering, Inc.** (hereinafter “CONSULTANT”) refers to the company performing the scope of work described herein. “Client” refers to the person or business entity ordering the scope of work to be performed by CONSULTANT. If the Client is ordering work on behalf of another, Client represents and warrants the duly authorized agency from the party that will benefit from the work. Unless otherwise stated in writing, Client assumes sole responsibility for the sufficiency for the work ordered. Client shall communicate these General Conditions to any third party to whom Client transmits any part of Consultant’s work. CONSULTANT shall have no duty or obligation to any third party greater than that set forth in this Agreement.
2. **SCOPE OF WORK:** “Work” means the specific environmental, geotechnical, analytical, construction materials testing or other service to be performed by CONSULTANT as mentioned above including necessary field and laboratory testing as well as providing geotechnical recommendations in a report form. CONSULTANT will commence the services upon Client’s written notification to proceed.
3. **AMENDMENTS.** Client, without validating this Agreement, may request changes within the general scope of the services required by this Agreement by altering or adding to the Services to be performed, and any such changes in Services shall be performed subject to this agreement. Upon receiving client’s request, CONSULTANT shall return to CLIENT a change proposal setting forth an adjustment to the Services and Project Cost estimated by CONSULTANT to represent the value of the requested changes. Following Client’s review of Consultant’s changes proposal, CLIENT shall execute a written change order or contract amendment directing CONSULTANT to perform the changes in services.
4. **TESTS AND INSPECTIONS:** Client shall ensure all tests and inspections of the site, all materials provided, and work performed by others are delivered in a timely manner in accordance with the plans, specifications, contract documents, and Consultant’s recommendations. No claims for loss, damage or injury shall be brought against CONSULTANT by Client or any third party unless all reviews, tests, and inspections have been so performed and unless Consultant’s recommendations have been followed. If CLIENT objects to all or any portion of any invoice, it shall notify CONSULTANT in writing of the same within fifteen (15) days from the date of actual receipt of the invoice and shall pay timely that portion of the invoice not in dispute.
5. **SCHEDULING OF WORK:** The services in the proposal will be accomplished in a timely, workmanlike and professional manner by CONSULTANT personnel or authorized subcontractors. If CONSULTANT is required to delay commencement of work or if, upon undertaking work, CONSULTANT is required to halt work due to changes in the scope of work, interruptions in other aspects of the Project, or other causes beyond the reasonable control of CONSULTANT, additional charges will be applicable and payable by the Client.
6. **ACCESS TO SITE:** Client will provide access to the site for CONSULTANT to perform the work. CONSULTANT shall take reasonable measures to minimize damage to the site and any improvements as the result of its work; however, CONSULTANT has not included in its fee the cost of restoration of damage, which may occur. CONSULTANT will restore the site to its former condition upon written request from Client that provides for payment to CONSULTANT for the cost thereof.
7. **DAMAGE TO EXISTING MAN-MADE OBJECTS:** Unless CONSULTANT assumes in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save CONSULTANT harmless from all claims, suits, losses, cost and expenses, including reasonable attorneys’ fees as a result of personal injury, death or property damage occurring with respect to Consultant’s performance of its work and arising from subsurface or latent conditions, or damage to subsurface or latent objects, structures, lines or conduits where the actual presence and location thereof was not revealed to CONSULTANT by Client.
8. **CONFIDENTIALITY:** During the Project, CONSULTANT and its employees may obtain, directly or indirectly, secret, and confidential information considered proprietary by Client. CONSULTANT agrees on behalf of itself and its employees, to maintain the confidentiality of all proprietary information unless directed by Client in writing to disclose the information to others.
9. **LIABILITY LIMITATION.** With respect to the services performed by CONSULTANT, its employees, agents, affiliates and subcontractors, damage, costs, expenses, or other liability, direct or indirect, shall be limited to \$58,631.00
10. **RESPONSIBILITY:** consultant’s work shall not include determining or implementing the means, methods, techniques, sequences, or procedures of construction. CONSULTANT will not be responsible for evaluating, reporting, or affecting job conditions relative to the health, safety, or welfare of any persons other than its own employees. consultant’s work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the contract documents.



CONSULTANT RESPONSIBILITIES

- 11. **SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of consultant's report. All archaeological samples will be returned to Client for permanent curation following submittal of consultant's final report.
- 12. **PAYMENT:** Client shall be invoiced once the report is completed. Client agrees to pay the invoice upon receipt. **Reports will be mailed once the payment is received.** Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within thirty (30) days at the rate of eighteen percent (18%) per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay consultant's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Remedies available to CONSULTANT for collection of amounts due, including mechanic's liens, shall not be limited by a contractual provision or other agreement that is not specifically made a part of this Agreement.
- 13. **TERMINATION:** This Agreement may be terminated by either party upon forty-eight (48) hours written notice. In the event of termination, CONSULTANT shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and or the completion of such services and records as are necessary to place consultant's files in order and/or to protect is professional reputation. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the control of CONSULTANT, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, environmental conditions, governmental action, third party action or action or omission by CLIENT, the Services shall be amended by CLIENT and CONSULTANT in accordance with paragraph 2 of this agreement.
- 14. **WARRANTY:** consultant's services will be performed, its finds obtained, and its reports prepared in accordance with the proposal, Client's acceptance thereof, this Agreement, and with generally accepted engineering principles and practices. In performing its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties, either express or implied. Should CONSULTANT, or any of its professional employees be found to have been negligent in the performance of professional services or to have breached the express warranty made herein, Client and all third parties claiming through Client agree that the maximum, aggregate liability of CONSULTANT and its professional employees shall be limited to the total amount of the fee paid to CONSULTANT for professional services with respect to the Project.
- 15. **ARBITRATION:** CONSULTANT shall not be bound by any contractual provision or other agreement requiring or providing for arbitration of disputes or controversies arising out of consultant's work, which is not specifically made a part of this Agreement.
- 16. **PRIORITY OF DOCUMENTS:** The terms of this Agreement shall control over any conflicting provisions within purchase orders, work orders, letters of intent, or other similar documents.
- 17. **APPLICABLE LAW:** This Agreement shall be governed by and construed according to the laws of the State of Texas. The venue for all claims asserted under this Agreement shall be Harris County, Texas.
- 18. **WAIVER OF SUBROGATION:** In the event the client requests Waiver of Subrogation as part of the insurance coverage, an additional fee of \$200 will be invoiced to cover the additional insurance charges.
- 19. **COLLECTIONS/MECHANIC'S LIEN:** In the event that client fails to pay for said report, an additional fee of \$200.00 will be assessed to invoice to cover the cost of collections and filing fees of mechanic's lien with the courts.

The parties hereto have accepted the terms and conditions stated herein and have caused this Agreement to be executed by their duly authorized representatives, as follows:

EARTH ENGINEERING, INC.

Amani Engineering, Inc.

Moe A. Shihadeh

Signature

Signature

Moe A. Shihadeh, P.E., D.GE

Print Name

Print Name

Principal - Diplomate Geotechnical Engineering

Title

Title

8th April 2021

Date

Date



April 9, 2021

Amani Engineering, Inc.
8303 SW FWY, Suite 600
Houston, TX 77074
Attn: Mahesh Dutta, P.E., CFM

Re: Fee Proposal for Surveying Services – Rohan Road From FM 2977 to Benton Rd

CivilCorp, LLC is pleased to submit this fee proposal for surveying services for the above referenced project. Survey shall conform to Fort Bend County Engineering Design Manual, August 2020 edition. We propose the following scope of work, deliverables, schedule, fee and exclusions for our services.

I. SCOPE OF WORK - ROADWAY SURVEY

CONTROL SURVEY

Temporary benchmarks and baseline control will be set, both with 1,000-foot maximum spacing between points. Existing Fort Bend County monuments provided will be recovered/verified and or re-established by observing with GPS instrument. Control Survey will be tied with adjacent project 20104- Benton Road and placed on the same datum. A survey control map sheets will be provided in PDF format.

Control Survey Fee Subtotal: \$ 9,765.00

ROADWAY DESIGN SURVEY

TOPOGRAPHIC SURVEY-

The topographic survey shall be along the existing alignment of Rohan Road from FM 2977 to Benton Road. The topographic survey will be taken within the existing and proposed right-of-way and extend 20 feet beyond the proposed right-of-way on each side except where prohibited by fences. Structures in clear view and within 100 feet of the existing right-of-way should be surveyed. The topographic survey is to include edge of pavements, driveways, signs, mailboxes, traffic signals, sidewalks, pavement markings, etc. Pavement material types will be indicated as determined on the surface. Crossing drainage channels will be profiled and cross sectioned up and down stream. Existing underground utilities will be collected as marked by other as well as visible surface features. Overhead utilities will be indicated. Gravity sanitary and storm sewers will be located as to top of manholes and inlets, flow line elevations, type, size, and direction of pipes. Water lines will be located by tops of valves, fire hydrants (flush valves) and visible surface features. Cross section of the existing roadway will be obtained at 100-foot intervals. A project base line will be established in concert with the design engineer. An existing condition 2-D planimetric topographic survey base map will be provided in AutoCAD Civil3D format with text, line types, and feature blocks scaled to be plotted at agreed upon scales. Underground utilities will be located on the base map from resolution of field data and record information provided to the surveyor by others. An illustration of general location of the survey limits is provided the attached EXHIBIT A–Limits of Survey.

UTILITY COORDINATION-

One-Call/811 will be activated for the project limits. All public utility, private utility and

pipeline providers will be contacted via the current utility coordination process and all on-site utility markings and other information provided to CivilCorp by these utility and pipeline providers will be collected by standard survey methods and incorporated into the topographic survey base map.

RIGHT OF ENTRY AGREEMENTS-

CivilCorp shall prepare Right of Entry Agreements to allow for all field activities per design manual section 6.1.A on all private property.

DIGITAL TERRAIN MODEL (DTM)-

A three-dimensional surface model or DTM will be created from a TIN which will be based on conventionally collected three-dimensional survey point data including cross sections and other relevant surface elevation points. The TIN and DTM will be provided in Microstation V8i and Geopak format.

Roadway Design Survey Fee Subtotal: \$ 32,560.00

DETENTION POND AND DRAINAGE CHANNEL DESIGN SURVEY

TOPOGRAPHIC SURVEY-

The topographic survey shall be within the proposed location of the detention pond and drainage channel. Cross section will be obtained at 100-foot intervals.. An existing condition 2-D planimetric topographic survey base map will be provided in Microstation V8i (DGN) with text, line types, and feature blocks scaled to be plotted at agreed upon scales. Underground utilities will be located on the base map from resolution of field data and record information provided to the surveyor by others. An illustration of general location of the survey limits is provided the attached EXHIBIT A—Limits of Survey.

UTILITY COORDINATION-

One-Call/811 will be activated for the project limits. All public utility, private utility and pipeline providers will be contacted via the current utility coordination process and all on-site utility markings and other information provided to CivilCorp by these utility and pipeline providers will be collected by standard survey methods and incorporated into the topographic survey base map.

RIGHT OF ENTRY AGREEMENTS-

CivilCorp shall prepare Right of Entry Agreements to allow the Surveyor access to all private property.

DIGITAL TERRAIN MODEL (DTM)-

A three-dimensional surface model or DTM will be created from a TIN which will be based on conventionally collected three-dimensional survey point data including cross sections and other relevant surface elevation points. The TIN and DTM will be provided in Microstation V8i and Geopak format.

Detention Pond and Drainage Channel Design Survey Fee Subtotal: \$ 10,010.00

UPDATE AERIAL ORTHOMETRIC PHOTOS WITH UAV

Provide updated orthometric photos obtained by a controlled flight with an unmanned aerial vehicle. Photography shall be obtained for project limits and 100' past proposed right-of-way

Updated Aerial Orthometric Photos: \$ 1,950.00

ABSTRACTING & MAPPING

Abstracting will be performed without the use of a title company to gain a preliminary determination of property ownership and existing right-of-way widths. During topographic survey, found property corners should be documented so that the approximate location of the right-of-way can be determined. An abstract map in AutoCAD format with the overall project map showing existing and proposed right-of-way, proposed parcel takes, ownership information, parcel numbers and preliminary roadway layout will be provided. A KMZ file showing the same will also be provided.

Abstracting and Mapping Fee Subtotal: \$ 17,320.00

RIGHT-OF-WAY ACQUISITION SURVEY

Once right-of-way needs have been determined and approved by the County, a Category IB, Condition II survey will be performed to produce a parcel map and metes-and-bounds description for each parcel to be acquired in the project. Shall include a digital GIS submittal as required. These documents will be submitted separately from other design documents and will be paid for on a per-parcel basis.

Right-of-way Acquisition Survey Fee Subtotal: \$2,300.00 Per-Parcel (Estimate 3)

ADDITIONAL SURVEY SERVICES

Additional Survey Services requested will be paid for as Time & Expense based on CivilCorp's provided rate schedule.

- Flag ROW after Acquisition, Prior to Construction
- Control Staking
- Construction Staking
- Other agreed upon requested services
- Limited spot elevation survey for hydraulic studies

Additional Survey Services Not to Exceed: \$21,900.00

II. FEE

The estimated fee for the above-mentioned Scope of Work for Lump Sum payment tasks is **\$ 78,505.00.**

The estimated fee for the above-mentioned Scope of Work for Hourly payment tasks is **\$ 21,900.00.**

Deliverables

1. Copy of ASCII Points in .txt format
2. All CAD files including DTM in AutoCAD format
3. Control Sheets signed and sealed by Texas RPLS
4. Category 1B, Condition II right of way acquisition survey signed and sealed by Texas RPLS

Schedule

Work will begin 1 week after official notice to proceed is received. The survey is expected to progress as follows:

- Control Survey – Week 1
- Roadway Design Survey – Weeks 2 and 3
- Detention Pond and Drainage Survey – Weeks 3 and 4
- Abstracting, Mapping, and existing ROW Survey – Weeks 4 and 5
- Proposed right of way/ acquisition surveys - Weeks 6 and 7

EXCLUSIONS

Base profile drawing; Subsurface utility engineering and locating; Extra work that is not included in our Scope of Work.

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

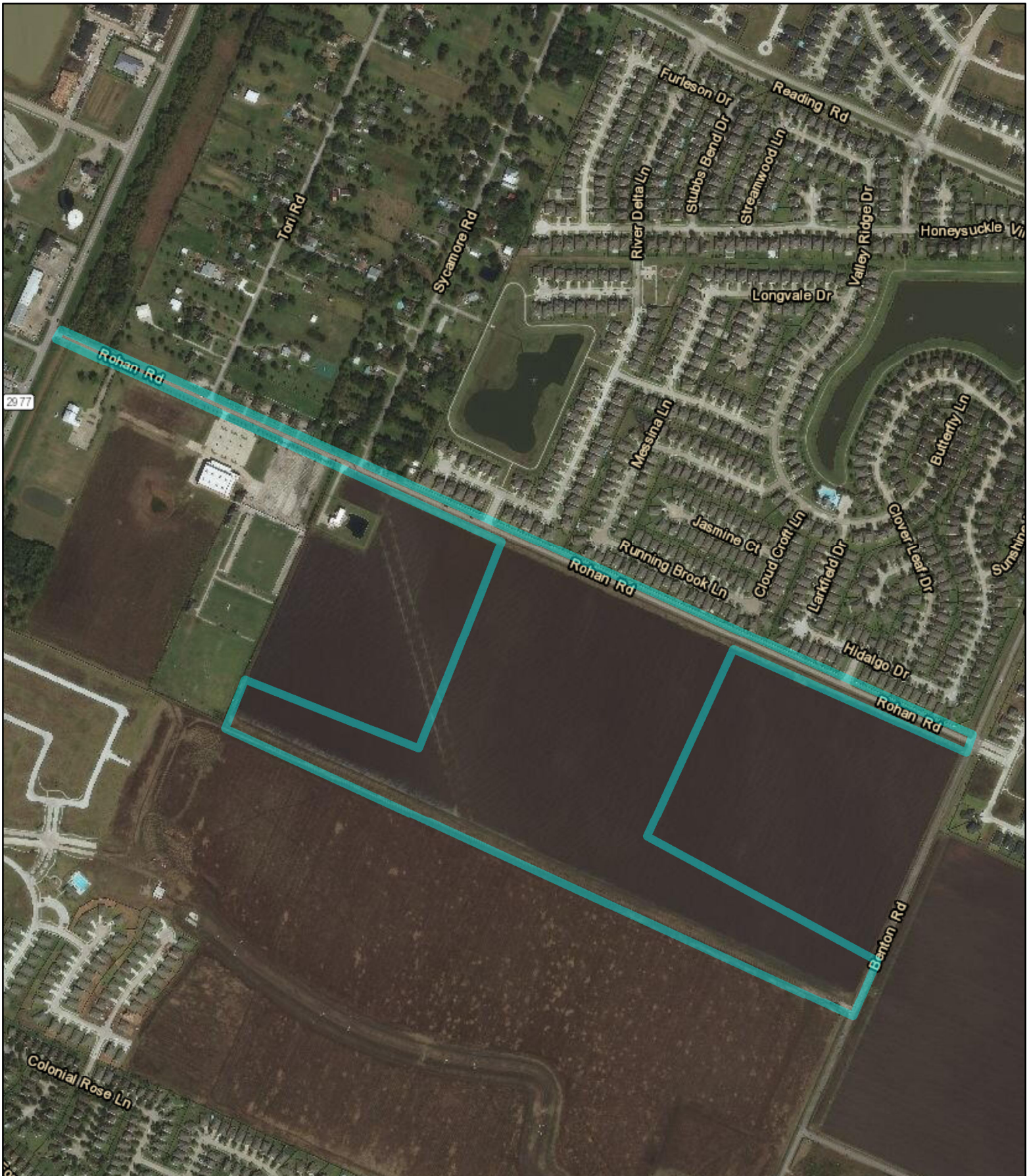
Amani Engineering, Inc.

Brandon Absher, RPLS
Project Manager

By: _____

Title: _____

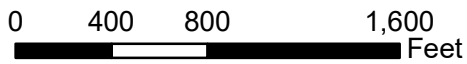
Date: _____



4611 E. Airline Rd. Ste 300
Victoria, TX 77904

TBPLS Firm No.: 10057600
TBPE Firm No.: 10283

Exhibit A Limits of Survey



Drawn By:	MPP
Date:	3/17/2021
Job No.:	N/A



Legend

Survey Limits



2021 Standard Rate Table

Labor/Staff Classifications	Hourly Rate
Senior Project Manager / Support Manager	\$220.00
Senior Engineer / Project Manager	\$200.00
Utility Engineer	\$155.00
Project Engineer	\$155.00
Design Engineer	\$125.00
Engineer-In-Training	\$100.00
Senior Engineer Technician	\$107.00
Engineer Technician	\$98.00
Senior CADD Operator	\$98.00
CADD Operator	\$84.00
Senior GIS Operator	\$120.00
GIS Technician	\$95.00
Admin / Clerical	\$90.00
Registered Professional Land Surveyor Project Manager	\$165.00
Registered Professional Land Surveyor Task Leader	\$150.00
Senior Survey Technician	\$105.00
Survey Technician	\$95.00
Flagger	\$50.00
Abstractor	\$80.00
1-Man Survey Crew	\$130.00
2-Man Survey Crew	\$180.00
3-Man Survey Crew	\$215.00
Unmanned Aerial System (includes UAS, Vehicle, FAA Licensed Pilot & Observer). Vehicle mileage not included. Does not include mobilization to site – this is listed as ODE.	\$175.00

Type	Unit	Rate
Lodging/Hotels including taxes/fees	Day/Person	Current Rate
Meals (Requires Overnight Stay)	Day/Person	Current Rate
Travel Mileage	Mile	Current Rate
Overnight Mail – Letter size	Each	Current Rate
Overnight Mail – Oversized Box	Each	Current Rate
Toll Charges	Each	\$5.00
ATV Rental (includes taxes & fees; insurance costs will not be reimbursed)	Day	\$185.00
Parking	Day	\$30.00
Photocopies (B&W) (8 ½" x 11")	Each	\$0.15
Photocopies (B&W) (11" x 17")	Each	\$0.25
Photocopies (Color) (8 ½" x 11")	Each	\$1.00
Photocopies (Color) (11" x 17")	Each	\$1.25
Roll Plots (B/W)	Square Foot	\$1.00

Roll Plots (Color)	Square Foot	\$1.75
Railroad - Flagger (Service provided by RR)	Day	\$1,600.00
Railroad - Insurance in addition to STD Min. Required (Min. of \$1 MM coverage required by RR.)	Each	\$2,500.00
Railroad - Permit	Each	\$1,750.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person	\$525.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day	\$3,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	Day	\$4,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	Day	\$5,000.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	Day	\$1,600.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	Day	\$1,000.00
Boat / Skiff with Motor	Day	\$400.00
Fathometer	Day	\$90.00
Bulldozer Rental	Day	\$3,000.00
Backhoe Rental	Day	\$1,500.00
Rental Equipment – Gasoline Powered Auger	Day	\$100.00
Law Enforcement/Uniform Officer w/ Vehicle	Hour	\$150.00
GPS Receiver (rates applied to actual time GPS units are in use)	Hour	\$30.00
GPS RTK (rates applied to actual time GPS units are in use)	Hour	\$30.00
GPS Static (rates applied to actual time GPS units are in use)	Hour	\$30.00
Deed Copies	Sheet	\$3.00
Certified Deed Copies	Sheet	\$4.00
Reprographics	Per Sq. Ft.	\$4.00
Unmanned Aerial Vehicle (UAV) (equipment)	Hour	\$75.00
Ground Target (includes paint, panel material, etc.)	Each	\$30.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour	\$125.00
Type II ROW Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (Includes crew time, equipment, materials, rentals, & labor.) Brass Marker supplied by TxDOT.	Each	\$110.00
Type II ROW Monument - Poured 2-3 Feet (Includes One Call, crew time, equipment, materials, rentals, labor.) Brass Marker supplied by TxDOT.	Each	\$300.00
Subsurface Utility Engineering (equipment and operator)	Day	\$2,500.00

Rates valid from January 1, 2021 through December 31, 2021

April 8, 2021

Amani Engineering, Inc.
8303 Southwest Freeway, Suite 600
Houston, TX 77074
Attn: Mahesh Dutta, P.E., CFM

Re: Proposal for Rohan Road (Project #20105)

CivilCorp, LLC is pleased to submit this proposal to provide Quality Assurance and Quality Control and Traffic Control Plans services for Fort Bend County Rohan Road Improvements project from FM 2977 to Benton Road.

I - SCOPE OF SERVICES

Quality Assurance and Quality Control (QA/QC):

CivilCorp will implement and perform Quality Assurance and Quality Control (QA/QC) measures during the Study Phase for the Drainage Study Report.

Traffic Control Plans:

CivilCorp will provide Construction traffic control plans (TCP) for each phase of construction, including lead-in and construction signage, temporary traffic control devices, temporary striping, temporary pavements and drainage facilities, and typical sections at 70%, 95% and 100% submittals illustrating the phases and sub-phases necessary to construct the planned improvements.

The design will be developed with as little interruption to the traveling public as possible. It is assumed there will be two (2) traffic control phases for this project. TCP layouts will be prepared on double-banked 11"x17" plan sheets at 1" = 100' scale All plans will conform to the latest Texas Manual on Uniform Traffic Control Devices (TMUTCD) and Fort Bend County Engineering Design Manual.

II- COMPENSATION

1. Preliminary Design

a. QAQC Drainage Study	\$11,160.00
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2. Final Design

a. Project Management	\$ 3,320.00
b. Traffic Control Plans	\$19,048.00
c. Standards and Details	\$ 6,628.00
d. Construction Cost Estimate	\$ 2,260.00

Payment and compensation for the above Scope of Services is to be on a lump sum basis. CivilCorp will prepare monthly invoices for services rendered. A budget in the amount of **\$ 42,416.00** is established for this agreement.

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

Amani Engineering, Inc.

By: _____

Title: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Amani Engineering, Inc.
Houston, TX United States

Certificate Number:
2021-742041

Date Filed:
04/22/2021

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

Date Acknowledged:
05/04/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Project No. 20105 [SOQ 14-025]
Agreement for Professional 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)