

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 KCI Technologies, 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 Bellaire Boulevard Turn Lanes at SH 99, under 2020 Mobility Bond Project No. 20313x (hereinafter "Services"); 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 1, 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 two hundred thirty-nine thousand two hundred fifty-six dollars and no/100 (\$239,256.00) 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 two hundred thirty-nine thousand two hundred fifty-six dollars and no/100 (\$239,256.00) 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 two hundred thirty-nine thousand two hundred fifty-six dollars and no/100 (\$239,256.00).

### **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, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: KCI Technologies, Inc.  
15021 Katy Freeway, Suite 200  
Houston, Texas 77094

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

FORT BEND COUNTY

  
County Judge KP George

\_\_\_\_\_  
KP George, County Judge

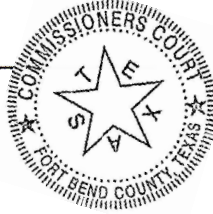
5.13.2021

\_\_\_\_\_  
Date

ATTEST:



\_\_\_\_\_  
Laura Richard, County Clerk



KCI TECHNOLOGIES, INC

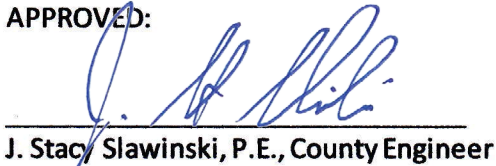
  
Authorized Agent – Signature

\_\_\_\_\_  
Michael Perez, P.E.  
Authorized Agent – Printed Name

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
April 29, 2021  
Date

APPROVED:

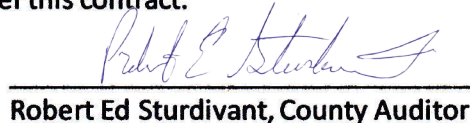
  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

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 \$ 239,256.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

15021 Katy Freeway, Suite 200 • Houston, Texas 77094 • Phone 832-975-565

April 1, 2021

Mr. Ike Akinwande, SE, PE, MLSE  
Asst. County Engr  
ATTN: Mark C. Dessens, P.E. Schaumberg & Polk, Inc.  
Ft Bend County Engineering Department  
301 Jackson  
Richmond, Tx 77469

Re: Proposal for Engineering Services: 2020 MOBILITY ENGINEERING AND SURVEYING - Bellaire Right Turn Lane @ SH 99

Dear Mr. Akinwande, and Mt. Dessens;

Based on comments received on the draft proposal, KCI Technologies, Inc. is pleased to provide this Proposal for Study and Design Professional Engineering Services for the referenced 2020 Mobility Engineering and Surveying project. Included in this Proposal are the following documents:

1. Exhibit A: Scope of Services
2. Exhibit B: Project Schedule
3. Exhibit C: Compensation for Professional Services
4. Level of Effort Spreadsheet
5. Construction Cost Estimate

Please advise if any further information is required for our Proposal. My phone number is 281-881-9007 and my email is David.justice@kci.com. KCI greatly appreciates the opportunity to be considered for performing this interesting project. We look forward to working with you.

Sincerely;

David L Justice, PE  
Senior Project Manager

## Exhibit A

### SCOPE OF WORK

**Project Name: Bellaire Blvd. Right Turn Lanes@ SH 99**

**Project Number: 20313x**

#### Existing Conditions

The Bellaire Blvd right turn lane project area is located in the northeast side of Ft Bend County at the intersection of State Highway 99. The project site is east of the Lakes of Bella Terra community and west of Lakemont community.

Bellaire Blvd is currently a 4-lane facility with curb and gutter and a raised median between the eastbound and westbound lanes. On the east side there is an existing sidewalk along the westbound lane.

The project area has an existing closed storm sewer system with a trunk line and curb inlets. On the west side there is also a small swale behind the curb to intercept off site drainage and convey the runoff to ditch inlets. There are no know issues with the drainage in this area.

State Highway 99 intersection is signalized with dedicated left turn lanes on Bellaire Blvd. There is also a signalized intersection on the east side of the project limits located at Parkway Lake Ct. intersection. The intersection at Parkway Lake Ct. is the primary entrance into Sam's Club parking lot.

The traffic in the study area is generated primarily by the residential and commercial development in the immediate area. On the east side of the intersection there is several residential developments such as Park Westheimer, Lost Creek, Lakemont, and Grand Mission. In addition to the residential development on the east side, there is commercial development such as Sam's Club and other smaller business. On the west side of the intersection there is significant residential development as well such as Lakes of Bella Terra, Westheimer Lakes, and Covey Trails. The commercial development on the west side is The Shops at Bella Terra which includes retail establishments such as Walmart, Bath & Body Works, Ross, Kohl's, Best Buys plus several smaller retail and restaurant business.

#### Proposed Conditions

A right turn lane is to be provided on Bellaire Blvd on the westbound lane on the east side of State Highway 99 intersection and on the eastbound lane on the west side of the intersection of State Highway 99. The existing sidewalk on the east side of SH 99 will be replaced. The inlets in the right turn area will be relocated to the new curb line and the existing inlets will be converted to flush manholes in the right turn lane pavement.

One signal pole, mast arm, and pedestrian pole at Parkway Lake Ct. will be modified. The signal cabinet at this intersection will also need to be relocated. At SH 99, the only

## Exhibit A

planned activity is to relocate the pedestrian poles at the intersection. The final configuration of the signals at this intersection will be coordinated with TxDOT. TxDOT may require a signal head on a signal pole on both the east and west side of SH 99 but that will be addressed during the study phase.

### Assumptions:

- Project limits are defined as follows:
  - From 750 feet east of existing SH 99 northbound frontage to 500 feet west of existing SH 99 southbound frontage
- Survey will include full width of ROW (both eastbound and westbound lanes) plus utility corridor on the west side and the Sam gas station access road on the east side,
- ROW acquisition will be required on the west side. Only one parcel will be required.
- No ROW acquisition will be required on the east side.
- Pavement structure for widening will match existing pavement structure and no pavement design will be required.
- No traffic signal warrant study is required.
- Program Manager will coordinate with TxDOT Houston District for permit
- Others will be responsible for relocating the fire hydrants (2), irrigation system, and water main on east side and the electrical power line and sanitary sewer line, if necessary, on the west side.
- Program Manager will coordinate with Utility providers related to relocations.
- No additional detention will be required therefore no detention calculations will be performed.
- Storm sewers and roadway drainage is adequate therefore inlet or ponding calculations will be performed.
- The existing storm sewer trunk line will not be relocated. The existing inlets will be converted to manholes and inlets move to curb line along the right turn lane.
- Profile to match existing pavement lanes
- Sidewalk will only be provided on the east side
- Program Manager will provide the following documents:
  - TxDOT's SH 99 as-built drawings for Bellaire Blvd Intersection
  - Ft Bend County as-built traffic signal drawings for Bellaire Blvd - Parkway Lake Ct. intersection
  - Sam's Club Site development Permit drawings

### Professional Services

#### Overall Scope:

The overall scope is to provide engineering services necessary for the construction of right turn lanes on Bellaire Blvd at SH 99. The improvements include widening of pavement to accommodate right turn lane, modifications to traffic signal at Parkway

## Exhibit A

Lake Ct. and SH 99, minor modification to storm sewer inlets, and coordination related to utility relocates. The Prime consultant, KCI Technologies, Inc (KCI), is responsible for general Management of the project and coordinating the work of sub-consultants. KCI will review subconsultants' work before submitting it to Ft Bend County for review. KCI will also ensure that the subconsultants adhere to the schedule. This contract shall cover the Study, Design, and Bid Phases of this project as described below:

### 1. Study Phase:

#### A. General Scope:

The Study Report shall serve as a summary document that incorporates necessary recommendations from the supporting investigative reports, results from the working meeting with Ft Bend County, as well as approvals and final recommendations from the Consultant's efforts. The document will serve as the outline and framework for the design phase, addressing the major design issues and concerns that affect the right turn lane design and supporting infrastructure.

The Study Phase shall include the preparation and approval of reports necessary to support the recommendations and design of the right turn lanes, including Geotechnical Investigations. Design options will be provided and selected during this phase. Right-of-way needs will also be determined, as well as potential utility conflicts. The preparation of Study documents will be initiated based on the requirements outlined in the **Fort Bend County Engineering Design Manual**.

#### B. Study Phase Meetings:

The Study Phase will include the efforts involved in preparing the exhibits and investigations necessary for discussions and decision making at the following Study Phase Meetings:

- i. Preliminary Engineering Report (PER) review meeting with Program Manager
- ii. PER review meeting with Program Manager and Ft Bend County Staff

KCI will prepare and submit Minutes of each of these meetings to the Program Manager for review. Upon the Program Manager approval, Meeting Minutes will then be distributed to all meeting attendees.

#### C. Study Phase Deliverables:

The Study Phase Deliverables are to include the following:

- i. PER report narrative based on the **Fort Bend County Engineering Design Manual**

## Exhibit A

- ii. PER review meeting minutes
- iii. FEMA Flood Insurance Rate Maps (FIRM)
- iv. ROW exhibit
- v. Geotechnical Report
- vi. Cost Estimate
- vii. Utility Conflict Table
- viii. 30% Drawings to include typical sections, plan and profile sheets, traffic control plan

Note: The deliverables for the Study Phase does not include Drainage Study, Environmental Report, or Signal Warrant Analysis.

### D. Study Phase Project Management

Provide General Project Management Services throughout the Study Phase, including:

- i. Monthly progress reports and billings oversight
- ii. Program Management Progress meetings
- iii. Sub-Consultant Management/Coordination

## 2. Design Phase:

### A. General Scope:

The Design Phase will use the conceptual design developed during the Study Phase and will further develop the design to bring the design drawings to a bid ready level of detail based on the **Fort Bend County Engineering Design Manual**

### B. Deliverables:

#### a. Deliverables (70% Design; 95% Design; 100% Design)

- i. Plans, including
  - a. Cover sheet
  - b. Index of sheets
  - c. General Notes (95% and 100%)
  - d. Typical sections,
  - e. Project Layout sheet
  - f. Survey Control
  - g. Right of Way (Existing & Proposed)
  - h. Horizontal Alignment Data
  - i. Roadway plan & profile of turn lane
  - j. SH 99 Intersection plan & profile;
  - k. Traffic control drawings,
  - l. Traffic Signals & Details
  - m. Signing & Striping plan (95% and 100%)
  - n. Storm Water Pollution Prevention Plan (SWPPP)
  - o. Standard drawings & details, as appropriate (95% and 100%)
  - p. Cross sections
- ii. Earthwork Quantities (95% and 100%)
- iii. Cost estimate

## Exhibit A

- iv. Bid Form
- v. Review Checklist
- vi. Response to review comments (95% and 100%)
- vii. Project Manual (95% and 100%)
- viii. Schedule with recommendation for maximum number of calendar days for construction (100% only)

Note:

- Some items listed to be included in the plans may be combined on single sheets for example, Horizontal Alignment Data may be placed on Roadway Plan & Profile.
- The plan set will not include drainage area maps & computations.
- The plan set may include additional sheets related to utility relocation such as water line, fire hydrant, etc if relocation to be part of the construction contract.

### C. Project Management

- a. Monthly progress reports to be submitted with Invoice
- b. Progress Meetings: maximum of 3 meetings are assumed
- c. Sub-Consultant Management/Coordination
- d. 70% submittal & review meeting
- e. 95% submittal & review meeting

### D. Utility Coordination

- a. Represented existing utilities in plan and profile
- b. Obtain I.D. numbers from CenterPoint and AT&T, as appropriate.
- c. Updated utility conflict table during Final Design Phase
- d. Submit drawings to utility companies for their review

## 3. Bid Phase

- A. Prepare a single project manual file based on the **Fort Bend County Engineering Design Manual**
- B. Provide 27 compact discs containing one project manual file and one drawing plan set based on the Fort Bend County Engineering Design Manual
- C. Attend pre-bid meeting
- D. Prepare response to bidder questions or addendum as needed

## 4. Construction Phase Services

- A. Provide drawings plan sets and project manuals for pre-construction meeting and attend the pre-construction meeting.
- B. Review contractor submittals, and respond to RFI during construction
- C. Participate in substantial completion walkthrough.
- D. Prepare record drawings based on Contractor as-built markups.

## Sub-Consultant Services

Geotechnical Services – Paradigm Consultants, Inc.

## Exhibit A

Consist of exploring subsurface soil conditions and developing geotechnical engineering recommendations to assist others in the design and construction of the proposed facility. The geotechnical study will be performed in general according to the Fort Bend County Engineering Design Manual. See attached detailed proposal for specific task to be performed.

Survey Services – GeoSurv, Inc.

Consist of performing professional surveying services specifically topographic surveying, Level C&D Subsurface Utility Surveying (Texas811) and Proposed Right of Way Acquisition which includes ROW survey of specific properties, property record research, preparation of parcel documents, and setting proposed ROW corners. See attached detailed proposal for specific task to be performed.

Traffic Services – MBCO Engineering & Surveying

Consist of a preliminary report and engineered plans for traffic signal modifications at the three existing signalized intersections along Bellaire Boulevard at Parkway Lake Court, SH 99 Northbound Frontage Road, and SH 99 Southbound Frontage Road due to the addition of right turn lanes. See attached detailed proposal for specific task to be performed.

January 22, 2021  
Proposal No.: 21-010



**Paradigm  
Consultants, Inc.**

9980 W. Sam Houston Pkwy S.  
Suite 500  
Houston, Texas 77099

Main: 713.686.6771  
Dispatch: 713-686-6999  
[paradigmconsultants.com](http://paradigmconsultants.com)  
TBPE Reg. No. F-001478

Mr. David Justice, P.E.  
Senior Project Manager.  
KCI TECHNOLOGIES INC.  
15021 Katy Freeway, Suite 200  
Houston, Texas, 77094

**Geotechnical Engineering Proposal  
Bellaire Right Turn Lane @ SH 99  
Fort Bend County, Texas**

Mr. Justice:

Paradigm Consultants, Inc., (Paradigm) appreciates the opportunity to submit this draft proposal to perform a geotechnical study for the referenced project. We prepared our proposal based on the information provided and our experience with similar projects.

**Project Descriptions**

Plans are to construct Bellaire Right Turn Lane from 750 feet east of existing SH 99 northbound frontage to 500 feet west of existing SH 99 southbound frontage. Pavement structure for widening will match existing pavement structure and no pavement design will be required. We understand the information of the existing pavement structure will be provided for the preparation of the geotechnical report.

**Scope of Services**

Our scope of services will consist of exploring subsurface soil conditions and developing geotechnical engineering recommendations to assist others in the design and construction of the proposed facility. Our geotechnical study will be performed in general according to the Fort Bend County Engineering Design Manual. The following subsections present details of our proposed scope of service.

**Field Exploration**

As requested, we will drill and sample two borings to a depth of 10-ft for this project. Our geotechnical technician will be present during the field exploration activities to oversee the drilling operations, direct the sampling efforts, and log the borehole in general accordance with applicable ASTM standards. We will coordinate with the surveyors to tie down the borehole locations.

Cohesive soils will be sampled using a 3-in. diameter, thin-walled tube and granular soils will be sampled with a split-barrel sampler while performing a Standard Penetration Test (SPT). Soil sampling will be performed in general accordance with applicable ASTM standards. We will transport portions of the recovered samples to our soil mechanics laboratory for testing.

Mr. David Justice, P.E.  
Senior Project Manager.  
KCI TECHNOLOGIES INC.  
January 22, 2021  
Page 2 of 3

We will collect samples at 2-ft intervals to the completion depth of borings. We will take depth-to-water measurements within the open boreholes on the day of drilling. The open boreholes then will be grouted.

### **Laboratory Testing**

We will perform laboratory tests on selected samples to evaluate the physical and engineering properties of the recovered soils. The testing will include measurement of the undrained shear strength, unconfined compressive strength test, total unit weight, in situ moisture content, and liquid limit and plastic limit testing to determine plasticity characteristics of the cohesive soils. For granular soils, laboratory testing will include determination of fines content and possibly grain size distribution. Laboratory testing will be performed using applicable ASTM methods.

### **Engineering Analyses and Reporting**

The details of our field and laboratory programs, our findings, and our recommendations will be presented in our signed and sealed geotechnical report. Our geotechnical engineering recommendations will include design and construction recommendations for the proposed roadway. An analysis of existing retaining wall will be conducted to determine any potential stability issues due to the pavement widening or the construction activity in the proximity of the wall. Retaining wall on west side could be an option to minimize/avoid impacts to utilities. We have included an additional service for retaining wall recommendations on west side if needed.

### **Fee and schedule**

Our lump sum fee to provide the scope of services described in this proposal will be **\$9,400**. Our fee included potential concrete coring in the street and traffic control if the soil borings cannot be drilled in the grass areas due to the underground utilities conflict. The fee for the additional service of the retaining wall recommendations on the west side will be \$1,500.

Barring any weather delays, we will provide a complete report in about 3 weeks to 4 weeks following drilling.

Variations in the scope of the project may necessitate a change in the scope of services outlined and a change in fees. We will not proceed with a change in the scope of services without your approval.

### **Assumptions and Conditions**

We assumed the borings are accessible to a truck drill rig. Access, right-of-entry, and/or other permits will be provided by the client. Professional services (engineering recommendations) required/requested beyond the scope mentioned above will be authorized by an amendment.

Mr. David Justice, P.E.  
Senior Project Manager.  
KCI TECHNOLOGIES INC.  
January 22, 2021  
Page 3 of 3

**Closing**

We appreciate having the opportunity to develop this proposal and look forward to working with you on this project. If you have any questions, please contact us at your convenience.

Sincerely,  
**Paradigm Consultants, Inc.**

A handwritten signature in black ink, appearing to read "Frank Ong", with a stylized flourish at the end.

Frank S. Ong, P.E.  
Engineering Manager



**TSC Surveying**  
"A GeoSurv, Inc. Company"

*GeoSurv, Inc. d/b/a TSC Surveying*

*TBPLS Firm No. 10083100*

March 31, 2021

Mr. David Justice, P.E.  
Senior Project Manager  
KCI Technologies Inc.  
15021 Katy Freeway, Suite 200  
Houston, Texas 77094

Re: Fort Bend County-KCI  
RT. TN. LNs. Bellaire Blvd. at SH99  
Survey Cost Proposal

Dear Mr. Justice:

**GeoSurv, Inc. dba TSC Surveying (TSC)** is pleased to submit KCI Technologies Inc. (KCI) (Client) the following proposal for performing professional surveying services on the captioned project, more particularly, Topographic Surveying, Level C&D Subsurface Utility Surveying (Texas811) and Proposed Right of Way Acquisition. Proposed Right-of-Way (ROW) acquisition includes ROW survey of specific properties, property record research, preparation of parcel documents, and setting proposed ROW corners.

### **Project Overview and Scope**

The project is in Fort Bend County (FBC) Precinct 3 (Owner) at the intersection of Bellaire Blvd. and SH99 (Grand Parkway). The project entails the design and construction of Right Turn lanes on the NE and SW corners of the interchange along Bellaire Blvd. **See Exhibit A.** The project is part of the Fort Bend County 2020 Mobility Bond Program.

### **Topographic Survey**

Listed below are the tasks for the topographic Survey:

1. Survey to be conducted in accordance with **Ft Bend County Engineering Design Manual, Chapter 6, Survey** except as noted.
2. The datum/control utilized for the project will be SH99 interchange. KCI or owner will provide control documents.
3. Topo will extend for full width of approximate ROW of Bellaire or to fence lines (southwest side) from apparent SH 99 ROW 500 LN FT west and full width of approximate ROW of Bellaire 750 LN FT east (east side should include special sidewalk on Sam's Club side) for a total of 1800 LN FT. **See Exhibit B.**

4. The topo should extend along the SH 99 frontage roads 100 LN FT from approximate Bellaire ROW to include inlets and radii for 20' beyond the existing curb for a total of 400 LN FT.
5. Topo should extend to fence lines and approximate ROW with an expanded area near the Sam's Club gas station area to support a redesign of this area and access to Bellaire Blvd. (this would include part of pump area, access drive, access road, and ring road back to Parkway Lake Court). See **Exhibit C**.
6. Two geotechnical bore locations are assumed.
7. Topo will locate traffic signal foundations
8. Topo will locate sign pole locations
9. TSC will make an 811 call and identify tone makings in the field.
10. TSC will perform Levels C&D SUE (record research and tone marks only).
11. TSC will obtain depth of drainage and sanitary manholes if access is available.
12. KCI will provide Record Drawings for SH99, Bellaire, Water District Lines, and Sam's Club
13. The existing ROW documentation/ownership will be determined by abstracting for the project limits.
14. The approximate existing ROW developed from abstracting and field observations (corners/pins) will be shown on the topo drawings.
15. The existing ROW will be show and field located for the following:
  - East of SH99 for the northeast corner property north along SH99 and along the north side of Bellaire for the project limits
  - West of SH99 for the southwest corner property south along SH99 and along the south side of Bellaire for the project limits
16. Draft Right of Entry (ROE) Letters will be prepared TSC for the two parcels for distribution by Fort Bend County
17. KCI will provide to TSC the initial project/construction baseline for inclusion in the topographic survey.
18. TSC will stake in the field the initial project/construction baseline.
19. TSC will recover and/or reestablish baseline control immediately prior to construction.

**Proposed Easement Acquisition**

Listed below are the tasks for the proposed easement Acquisition:

1. Right of Way (ROW) Acquisition requirements will be conducted in accordance with **Ft Bend County Engineering Design Manual, Chapter 7, Right-Of -Way** except as noted.
2. It is anticipated that there will be one parcel taking along the south side of Bellaire west of SH99. See **Exhibit D**.
3. A construction easement maybe required for the Sam’s Club property as another parcel optional.

**Not Included**

1. The topographic survey will be limited to the approximate existing Right-of-Way lines or existing fence line constructed near the existing Right-of-Way lines.
2. Utility profiles will not be prepared.
3. There are no UVE’s planned.
4. Traffic signal heads, signs, indications, mast arm length, etc. are not included in the topo.
5. Signage size, wording, and type are not included in the topo
6. KCI make drawings for TCP’s, if necessary, from other sources
7. Pavement Markings are not included in the topo
8. Existing ROW Maps

**Compensation**

TSC proposes to complete the work described in Topographic Survey for a **Lump Sum Fee of \$36,000.00** without further modification to the scope of services. TSC proposes to complete the work described in Proposed Easement Acquisition for a **Lump Sum Fee of \$5,000.00** for One Parcel without further modification to the scope of services. We will invoice based on the percentage (%) of work completed for the Topographic Surveying, for the Proposed Easement Acquisition, and Existing ROW Maps. A breakdown of the proposed fees are as follows:

- **Total Topo Fee is as follows:**
    - Roadway: \$32,000
    - Sam’s Club Area: \$4,000
- TOTAL Topo Fee \$36,000**

- **Total Proposed Easement Acquisition (PEA) Fee (One Parcel)**
  - PEA (One Parcel on the west side): \$5,000
  - TOTAL PEA Fee** \$5,000
  
- **Optional Services**
  - **PEA (Sam's Club Parcel)** \$5,000

### **Schedule**

TSC will be complete the work described in Topographic Survey within forty-five (45) calendar days and after receipt of your written notice to proceed without further modification of the scope of services and pending any unforeseen circumstances (weather, work stoppage, etc.) that may delay the work schedule.

TSC will be complete the work described in Proposed Easement Acquisition within forty-five (45) calendar days and after receipt of your written notice to proceed without further modification of the scope of services and pending any unforeseen circumstances (weather, work stoppage, etc.) that may delay the work schedule.

The schedule for the other line items will be discussed with the Engineer of Record at the time those tasks may be authorized.

### **Deliverables**

The deliverables for the Topographic Survey Scope of Services will be as follows:

- MicroStation graphic files prepared for the plan view files
- Survey points data file (ASCII),
- Copies of field notes
- Survey control map sheets.

The deliverables for the proposed easement acquisition services will be as follows:

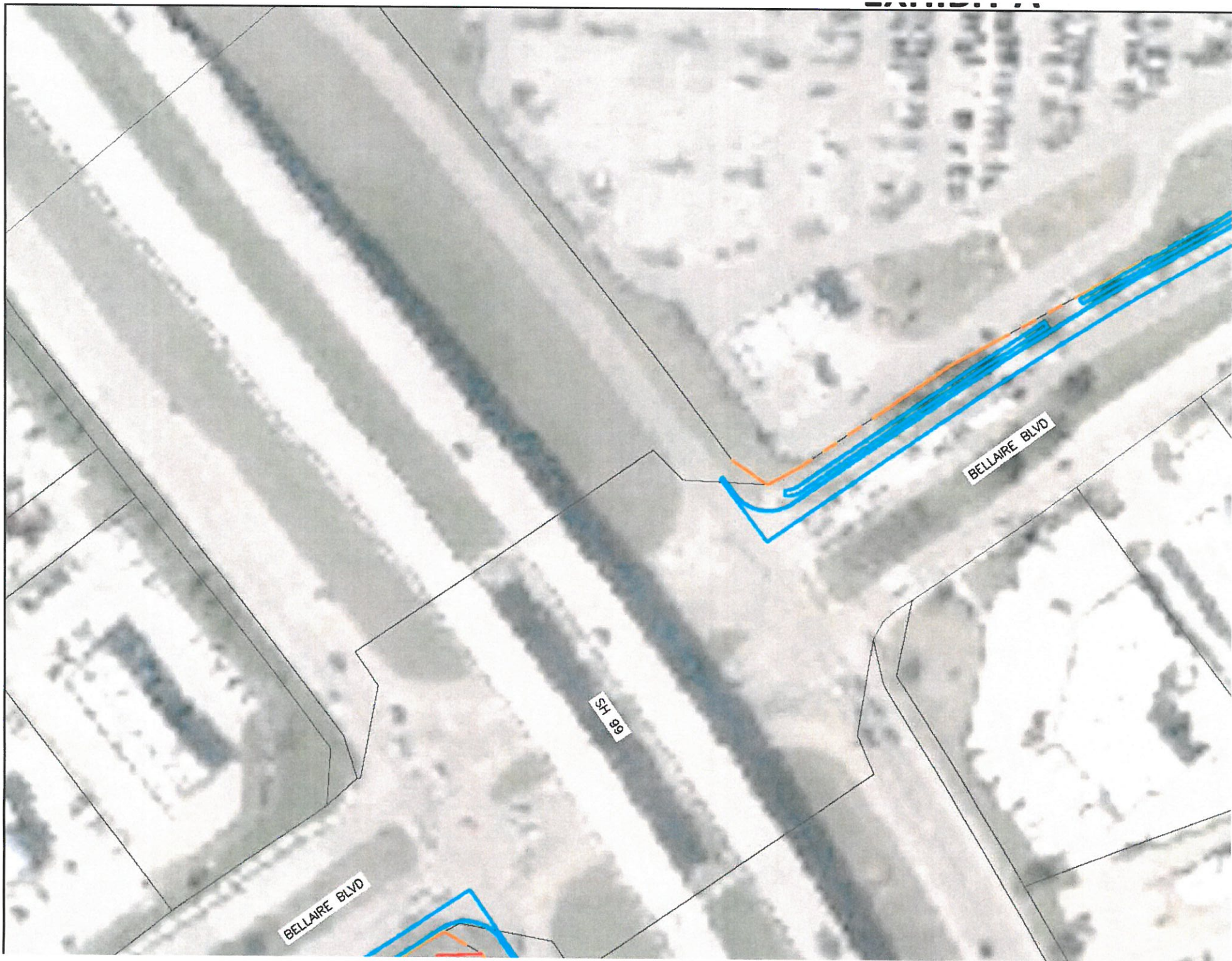
- Proposed ROW Map(s)
- Parcel Map(s)

Again, I would like to thank you for this opportunity to submit and look forward to working with you on making this a successful project. If you have any questions, please call me at 713-784-4466

Sincerely,



Nelson B. Nuckles, P.E.  
Chief Engineer



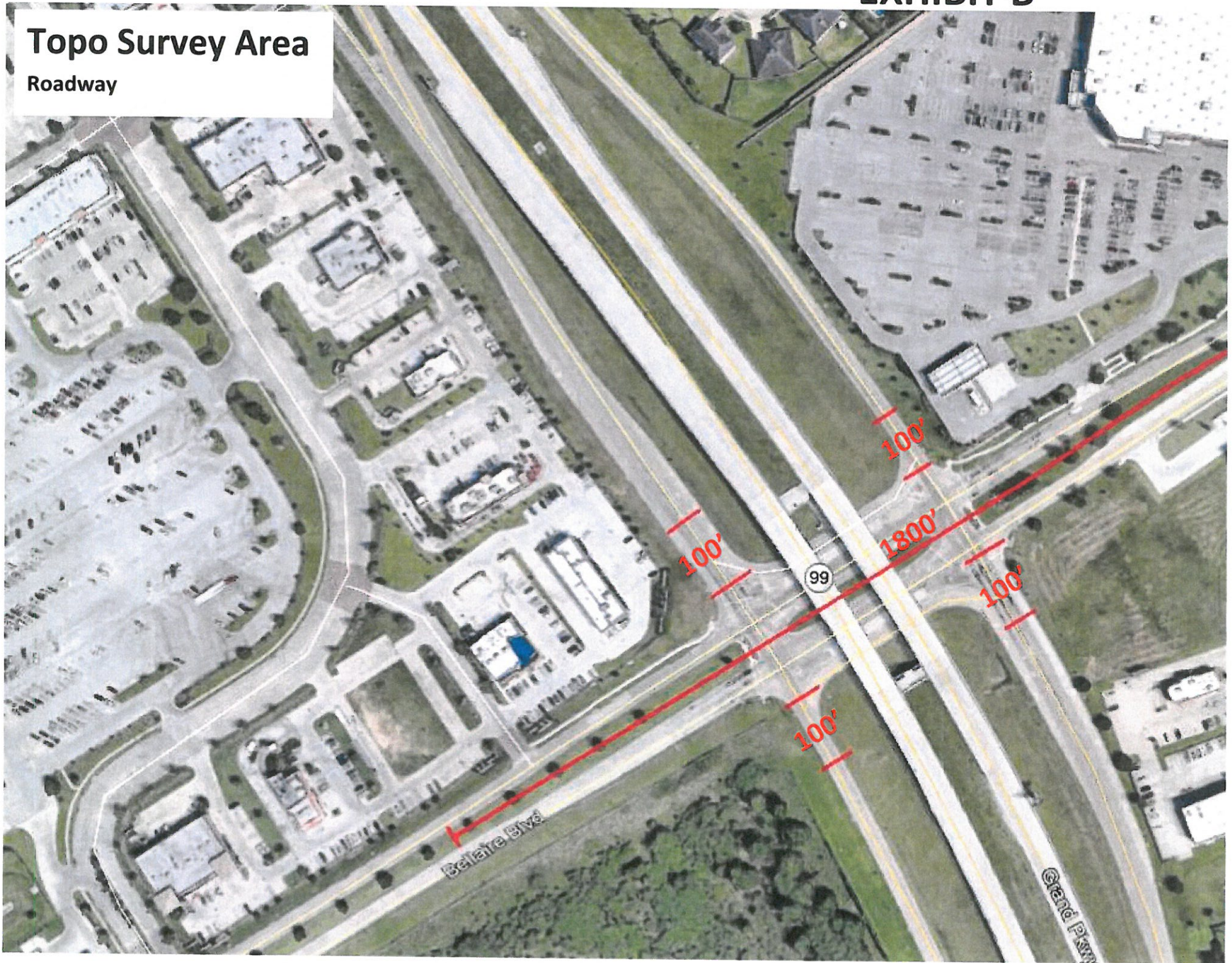
Bellaire Blvd

SH 99

Bellaire Blvd

# Topo Survey Area

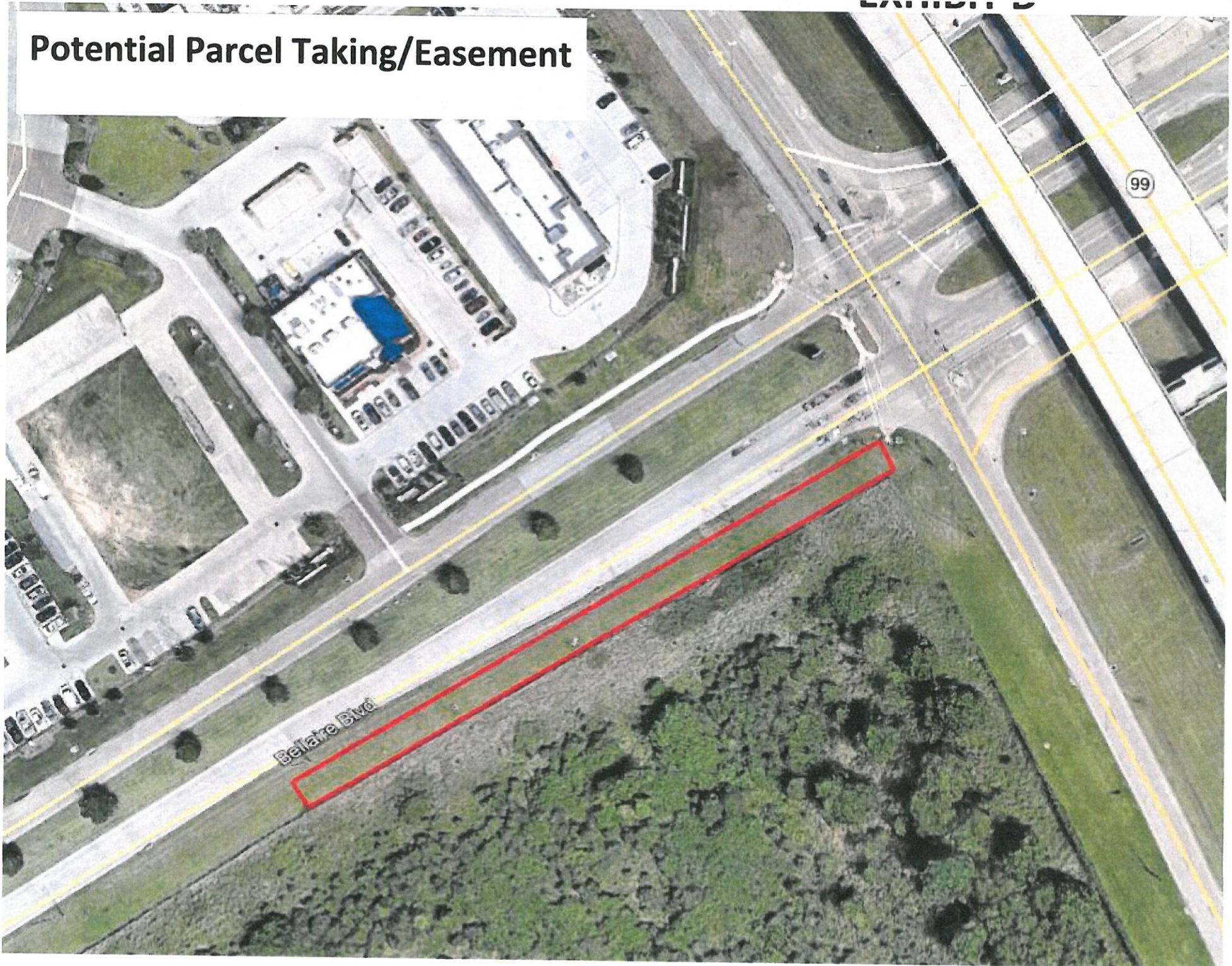
Roadway

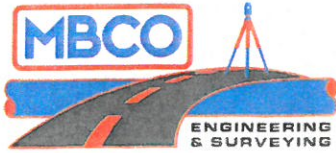


Sam's Parking Lot Topo for FBC Right Turn Lanes - KCI



# Potential Parcel Taking/Easement





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SBE | HUB  
CERTIFIED

March 18, 2021

Mr. David Justice, PE  
Senior Project Manager  
KCI Technologies Inc.  
15021 Katy Freeway, Suite 200  
Houston, Texas 77094

**Re: Signal Modifications for Bellaire Blvd Right Turns Lanes at SH 99  
Fort Bend County, TX  
TBPELS Registration # F-16850**

Dear Mr. Justice:

MBCO Engineering, LLC (MBCO) is pleased to provide this proposal to KCI Technologies Inc. (KCI) for traffic engineering services for the above referenced site. MBCO will provide preliminary report and engineered plans for traffic signal modifications along Bellaire Boulevard and obtain approval from agencies. Based on our understanding of the project at this time, we propose the following scope of services:

#### **SCOPE OF BASIC SERVICES**

We will provide a preliminary report and engineered plans for traffic signal modifications at the three existing signalized intersections along Bellaire Boulevard at Parkway Lake Court, SH 99 Northbound Frontage Road, and SH 99 Southbound Frontage Road due to the addition of right turn lanes. MBCO will also obtain approval from TxDOT and Fort Bend County. The scope will be as follows:

##### **A. Study Phase**

###### **1. Research & Agency Coordination**

MBCO will review each of the three intersections and determine necessary improvements, agency requirements, potential conflicts, and problem areas. This will be accomplished via site visits, meetings with reviewing agencies, and review of utility maps and record drawings.

###### **2. 30% Layout Exhibits**

MBCO will develop a 30% exhibit illustrating the proposed traffic signal modifications for each intersection. The layouts will include existing conditions, proposed improvements at the 30% level and minimal annotations.



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3. Preliminary Construction Cost Estimate

MBCO will develop a preliminary cost estimate for each of the three intersections including main items with a contingency.

4. Preliminary Engineering Report

MBCO will summarize the above items in a preliminary engineering report (PER) to be included with KCI's overall PER for the project. It will include the 30% exhibits and preliminary cost estimate.

**B. Design Phase**

1. Traffic Signal Modification Plans

MBCO will develop construction plans for modifications to the three traffic signals along Bellaire Boulevard to include the following:

- a) At Parkway Lake Court, the controller, one mast arm (possibly extended), and one pedestrian pole will be relocated including necessary conduit and ground boxes.
- b) At SH 99 Northbound Frontage Road, one pedestrian pole will be relocated including necessary conduit and ground boxes.
- c) At SH 99 Southbound Frontage Road, one pedestrian pole will be relocated including necessary conduit and ground boxes.

The plans will include the following sheets and will be per TxDOT and Fort Bend County Specifications:

- Basis of Estimate
- General Traffic Notes
- Proposed Traffic Signal Layouts for Parkway Lake Court, SH 99 Northbound and Southbound Frontage Roads
- Proposed Traffic Signal Details
- Signal Standards and Details

Plans will not include adjustments to the traffic signal or signal heads placement at the SH 99 Frontage Road intersections. If an additional signal head for the right turn lanes is needed it will be covered by an additional fee. Illumination improvements will not be included but are to be handled by CenterPoint Energy.



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2. Agency Coordination

After reviewing the plans with KCI, we will submit our plans to the reviewing agencies. We will meet with agencies and complete the necessary revisions, as required, during the review process under this phase. We have included attending two meetings with TxDOT to review traffic comments.

C. Expenses

1. Expenses for Reimbursables, Reproductions, etc.

Reproduction expenses and minor-out-of-pocket expenses will be provided for this project under this task. This includes mileage, CADD plots, paper copies, CD production, courier fees, and other miscellaneous items.

**FEE SCHEDULE**

We propose to provide you the scope of services described above on a lump sum fee basis as follows:

<u>Item</u>	<u>Description</u>	<u>Fee Basis</u>	<u>Fee</u>
A.1	Research & Agency Coordination		\$4,350
A.2	30% Layout Exhibits		\$11,160
A.3	Preliminary Construction Cost Estimate		\$2,280
A.4	Preliminary Engineering Report		\$2,680
B.1	Traffic Signal Modification Plans		\$29,950
B.2	Agency Coordination		\$4,670
C.1	Expenses for Reimbursables		\$440
		Lump Sum	<b>\$55,530</b>

Please note that the above fees are based on a smooth project implementation and have assumed no major changes to the scope of services. Fees shown for the hourly basis elements are for budgeting purposes only and invoices will reflect the actual time incurred. Construction phase services are not included. Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services.

**SCOPE OF ADDITIONAL SERVICES**

If needed plans will include proposed signal heads for the right turn lanes at SH 99 Frontage Road including necessary conduit.

<u>Item</u>	<u>Description</u>	<u>Fee Basis</u>	<u>Fee</u>
E.1	Additional Signal Heads		\$7,905
		Lump Sum	<b>\$7,905</b>



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SBE | HUB  
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If this proposal meets with your approval, please execute this proposal, and return a copy to me. Your signature below will be sufficient authorization to commence the stated work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or require additional information, please do not hesitate to call me at 281.760.1656.

Sincerely,

A handwritten signature in blue ink that reads 'Courtney Carr'.

Courtney Carr, PE  
Project Manager

**APPROVED:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FEE SCHEDULE (MBCO, INC.)  
METHOD OF PAYMENT: LUMP SUM**

PRIME PROVIDER NAME: KCI  
PROJECT NAME/CSJ: Bellaire Blvd Right Turn Lanes

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>A.1 Research &amp; Coordination</b>	\$215.00	\$175.00	\$160.00	\$150.00	\$130.00	\$175.00	\$100.00	\$130.00	\$90.00	\$100.00	\$60.00			
Site Visit														
Utility Map Review			3						3			\$750.00		
TxDOT Coordination			1		2				8			\$1,140.00		
Fort Bend County Coordination			3		6				2			\$1,440.00		
			2		4				2			\$1,020.00		
<b>HOURS SUB-TOTALS</b>	0	0	9	0	12	0	0	0	15	0	0	36		
<b>CONTRACT RATE PER HOUR</b>	\$215.00	\$175.00	\$160.00	\$150.00	\$130.00	\$175.00	\$100.00	\$130.00	\$90.00	\$100.00	\$60.00			
<b>TOTAL LABOR COSTS</b>	\$0.00	\$0.00	\$1,440.00	\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$1,350.00	\$0.00	\$0.00	\$4,350.00		
<b>% DISTRIBUTION OF STAFFING</b>	0.0%	0.0%	25.0%	0.0%	33.3%	0.0%	0.0%	0.0%	41.7%	0.0%	0.0%			
<b>SUBTOTAL</b>												\$4,350.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>A.2 30% Layout Exhibits</b>														
30% Exhibit for Parkway Lake Court			2		4			16		8		\$3,720.00		
30% Exhibit for SH 99 Northbound Frontage			2		4			16		8		\$3,720.00		
30% Exhibit for SH 99 Southbound Frontage			2		4			16		8		\$3,720.00		
<b>HOURS SUB-TOTALS</b>	0	0	6	0	12	0	0	48	0	24	0	90		
<b>CONTRACT RATE PER HOUR</b>	\$215.00	\$175.00	\$160.00	\$150.00	\$130.00	\$175.00	\$100.00	\$130.00	\$90.00	\$100.00	\$60.00			
<b>TOTAL LABOR COSTS</b>	\$0.00	\$0.00	\$960.00	\$0.00	\$1,560.00	\$0.00	\$0.00	\$6,240.00	\$0.00	\$2,400.00	\$0.00	\$11,160.00		
<b>% DISTRIBUTION OF STAFFING</b>	0.0%	0.0%	6.7%	0.0%	13.3%	0.0%	0.0%	53.3%	0.0%	26.7%	0.0%			
<b>SUBTOTAL</b>												\$11,160.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>A.3 Preliminary Cost Estimate</b>														
Preliminary Cost Estimate			2		4				16			\$2,280.00		
<b>HOURS SUB-TOTALS</b>	0	0	2	0	4	0	0	0	16	0	0	22		
<b>CONTRACT RATE PER HOUR</b>	\$215.00	\$175.00	\$160.00	\$150.00	\$130.00	\$175.00	\$100.00	\$130.00	\$90.00	\$100.00	\$60.00			
<b>TOTAL LABOR COSTS</b>	\$0.00	\$0.00	\$320.00	\$0.00	\$520.00	\$0.00	\$0.00	\$0.00	\$1,440.00	\$0.00	\$0.00	\$2,280.00		
<b>% DISTRIBUTION OF STAFFING</b>	0.0%	0.0%	2.2%	0.0%	4.4%	0.0%	0.0%	0.0%	17.8%	0.0%	0.0%			
<b>SUBTOTAL</b>												\$2,280.00		

**FEE SCHEDULE (MBCO, INC.)  
METHOD OF PAYMENT: LUMP SUM**

PRIME PROVIDER NAME: KCI  
PROJECT NAME/CSJ: Bellaire Blvd Right Turn Lanes

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>A.4 Preliminary Engineering Report</b>														
Report			2		4				12			\$1,920.00		
Meeting			2		2				2			\$760.00		
<b>HOURS SUB-TOTALS</b>	0	0	4	0	6	0	0	0	14	0	0	24		
CONTRACT RATE PER HOUR	\$215.00	\$175.00	\$160.00	\$150.00	\$130.00	\$175.00	\$100.00	\$130.00	\$90.00	\$100.00	\$60.00			
TOTAL LABOR COSTS	\$0.00	\$0.00	\$640.00	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00	\$1,260.00	\$0.00	\$0.00	\$2,680.00		
% DISTRIBUTION OF STAFFING	0.0%	0.0%	4.4%	0.0%	6.7%	0.0%	0.0%	0.0%	15.6%	0.0%	0.0%			
<b>SUBTOTAL</b>												<b>\$2,680.00</b>		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>B.1 Traffic Signal Modification Plans</b>														
Basis of Estimate														
General Notes	1		1		4				16	8		\$3,135.00	1	30
Proposed Traffic Signal Layout Parkway Lake Court	1		1		2				2	4		\$1,215.00	2	5
Proposed Traffic Signal Layout SH 99 Northbound Frontage Rd	2		2		20				25	50		\$10,600.00	2	49.5
Proposed Traffic Signal Layout SH 99 Southbound Frontage Rd	1		2		8				12	25		\$5,155.00	2	24
Proposed Traffic Signal Details	2		2		8				12	25		\$5,155.00	2	24
					8				10	20		\$4,690.00	20	2.1
<b>HOURS SUB-TOTALS</b>	8	0	10	0	50	0	0	0	77	132	0	277	29	
CONTRACT RATE PER HOUR	\$215.00	\$175.00	\$160.00	\$150.00	\$130.00	\$175.00	\$100.00	\$130.00	\$90.00	\$100.00	\$60.00			
TOTAL LABOR COSTS	\$1,720.00	\$0.00	\$1,600.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,930.00	\$13,200.00	\$0.00	\$29,950.00		
% DISTRIBUTION OF STAFFING	2.9%	0.0%	3.6%	0.0%	18.1%	0.0%	0.0%	0.0%	27.8%	47.7%	0.0%			
<b>SUBTOTAL</b>												<b>\$29,950.00</b>		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>B.2 Agency Coordination</b>														
TxDOT														
Fort Bend County	1		2		4			4	4	4		\$2,335.00		
	1		2		4			4	4	4		\$2,335.00		
<b>HOURS SUB-TOTALS</b>	2	0	4	0	8	0	0	8	8	8	0	38		
CONTRACT RATE PER HOUR	\$215.00	\$175.00	\$160.00	\$150.00	\$130.00	\$175.00	\$100.00	\$130.00	\$90.00	\$100.00	\$60.00			
TOTAL LABOR COSTS	\$430.00	\$0.00	\$640.00	\$0.00	\$1,040.00	\$0.00	\$0.00	\$1,040.00	\$720.00	\$800.00	\$0.00	\$4,670.00		
% DISTRIBUTION OF STAFFING	0.7%	0.0%	1.4%	0.0%	2.9%	0.0%	0.0%	2.9%	2.9%	2.9%	0.0%			
<b>SUBTOTAL</b>												<b>\$4,670.00</b>		

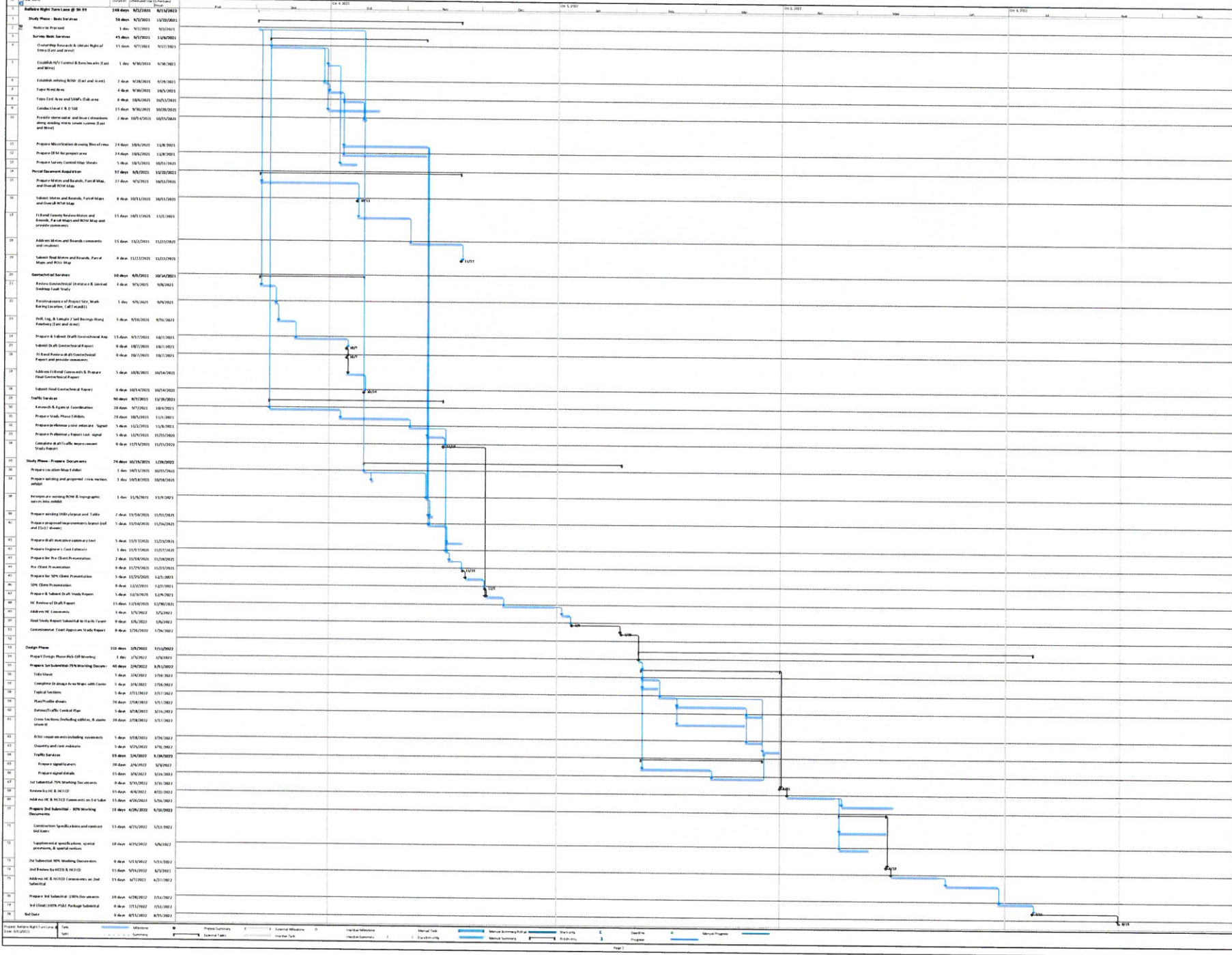
FEE SCHEDULE (MBCO, INC.)  
METHOD OF PAYMENT: LUMP SUM

PRIME PROVIDER NAME: KCI  
PROJECT NAME/CSJ: Bellaire Blvd Right Turn Lanes

DESCRIPTION											TOTAL MH BY PHASE	TOTAL COSTS BY FC
A.1 Research & Coordination												
A.2 30% Layout Exhibits											36	\$4,350.00
A.3 Preliminary Cost Estimate											90	\$11,160.00
A.4 Preliminary Engineering Report											22	\$2,280.00
B.1 Traffic Signal Modification Plans											24	\$2,680.00
B.2 Agency Coordination											277	\$29,950.00
<b>SUBTOTAL LABOR EXPENSES</b>											38	\$4,670.00
<b>OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)</b>	<b># OF UNITS</b>	<b>COST/UNIT</b>									487	\$55,090.00
C.1												
Mileage (# of miles) (current State rate)	120	\$ 0.55										
CADD PLOTS	30	\$ 7.50										\$66.00
11 X 17 MYLARS	0	\$ 2.00										\$225.00
8.5 X 11 BW PAPER COPIES	300	\$ 0.10										\$0.00
11 X 17 BW PAPER COPIES	300	\$ 0.15										\$30.00
8.5 X 11 COLOR PAPER COPIES	16	\$ 1.00										\$45.00
11 X 17 COLOR PAPER COPIES	15	\$ 1.20										\$16.00
STANDARD POSTAGE	0	\$ 0.47										\$18.00
LOCAL DELIVERY	0	\$ 30.00										\$0.00
PARKING	0	\$ 10.00										\$0.00
REPRODUCTION OF CD/DVD	1	\$ 3.00										\$0.00
TOLL CHARGES	6	\$ 5.00										\$3.00
TRAFFIC VOLUME COUNTS (PER COUNTER/24 HOURS)	0	\$ 190.00										\$30.00
SURVEY EQUIPMENT CHARGE	0	\$ 200.00										\$0.00
												\$0.00
<b>SUBTOTAL DIRECT EXPENSES</b>												\$440.00

SUMMARY	
TOTAL COSTS FOR MBCO ONLY	\$55,090.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR MBCO ONLY	\$440.00
<b>GRAND TOTAL</b>	<b>\$55,530.00</b>

**EXHIBIT B**  
**Before First Right Turn Lane**



**"EXHIBIT C" - Compensation for Professional Services**  
**Fort Bend County Engineering Department**  
**2020 MOBILITY ENGINEERING AND SURVEYING - Bellaire Right Turn Lane @ SH 99**  
 Project No. 20313x

**Professional Services**

Study Phase \$ 43,392.00

Design Phase \$ 55,401.00

Bid & Construction Service Phase \$ 25,128.00

\$ 123,921.00

**Geotechnical Services**

Roadway - Report \$ 9,400.00

Retaining wall recommendations on the west side \$ 1,500.00

\$ 10,900.00

**Survey Services**

Proposed ROW mapping @\$5,000.00 per parcel \$ 5,000.00

Topo survey \$ 36,000.00

\$ 41,000.00

**Traffic Services**

Study Phase \$ 20,470.00

Design Phase \$ 35,060.00

Additional Signal Heads @ at SH 99 Frontage Road \$ 7,905.00

\$ 63,435.00

<b>TOTAL SERVICES</b>	<b>\$ 239,256.00</b>
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Level of Efforts

Client: Ft Bend County

Project: Bellaire Blvd. Right Turn Lanes@ SH 99

Description: On Bellaire Blvd on the westbound lane on the east side of State Highway 99 intersection and on the eastbound lane on the west side of the intersection of State Highway 99.

Date: 03/31/2021

Manhour Estimate										
Task	Principal	Sr. Project Manager	Senior Engineer	Project Engineer	Engineer	E.I.T.	CADD Technician	Clerical	Total Hours	Total Cost
Billing Rate (\$/hr)	\$330.00	\$270.00	\$243.00	\$210.00	\$189.00	\$114.00	\$99.00	\$93.00		
<b>Study Phase</b>										
Project Management (Coordination, invoicing, etc)	5	10								
Sub Consultant Management	5	10						40	55	\$ 8,070.00
Data Collection/Field Visit		1		2				30	45	\$ 7,140.00
Roadway P&P				2		20			3	\$ 690.00
Typical Sections				1		6			22	\$ 2,700.00
Utility Exhibit & Table				2		10			7	\$ 894.00
Drainage Concept				1		20			12	\$ 1,560.00
Traffic Control Plan Concept				1		10			21	\$ 2,490.00
Sight Triangles						4			11	\$ 1,350.00
ROW Acquisition Table				1		1			4	\$ 456.00
Quantities & Cost Estimate		1		10		10			2	\$ 324.00
Study Report Document		4		20		10			21	\$ 3,510.00
QC/QA report		2	4						34	\$ 6,420.00
Tech Meetings (3) & Presentations		6		20		4			6	\$ 1,512.00
<b>Total Hours=</b>	<b>10</b>	<b>34</b>	<b>4</b>	<b>60</b>		<b>95</b>		<b>70</b>	<b>273</b>	<b>\$ 6,276.00</b>
<b>Total Cost=</b>	<b>\$3,300.00</b>	<b>\$9,180.00</b>	<b>\$972.00</b>	<b>\$12,600.00</b>		<b>\$10,830.00</b>		<b>\$6,510.00</b>	<b>\$43,392.00</b>	
<b>Design Phase (Basic Services)</b>										
Project Management (meetings, invoices, etc.)	5	30								
Sub Consultant Management		10						40	75	\$ 13,470.00
Cover Sheet (1 sheet)								17	27	\$ 4,281.00
Index of Sheets (1 sheet)				1		2			2	\$ 228.00
General Notes (1 sheet)				1		1			3	\$ 438.00
Typical Sections(2 sheet)						1			2	\$ 324.00
Project Layout (1 sheet)						4			1	\$ 114.00
Plan & Profiles (4-sheets)				1		20			4	\$ 456.00
Intersection Layout (3 Sheets)				2		20			21	\$ 2,490.00
Traffic Control Plan(4 sheets)						20			22	\$ 2,700.00
Pavement Markings and Signs (4 sheets)				1		4			20	\$ 2,280.00
SWPPP (4 sheets)				1		4			5	\$ 666.00
Cross-Sections & Earthwork				10		4			5	\$ 666.00
Quantities & Construction Cost Estimate		4		4		10			20	\$ 3,240.00
Standards & Details				2		4			18	\$ 3,060.00
QC/QA Drawings (70%,95%, and 100%)		10	20	4		4			6	\$ 876.00
Address Review Comments		4		10		10			38	\$ 8,856.00
Plan Revision				4		4			24	\$ 4,320.00
									8	\$ 1,296.00
<b>Total Hours=</b>	<b>5</b>	<b>58</b>	<b>20</b>	<b>41</b>		<b>120</b>		<b>57</b>	<b>301</b>	<b>\$ 49,761.00</b>
<b>Total Cost=</b>	<b>\$1,650.00</b>	<b>\$15,660.00</b>	<b>\$4,860.00</b>	<b>\$8,610.00</b>		<b>\$13,680.00</b>		<b>\$5,301.00</b>	<b>\$49,761.00</b>	
<b>Design Phase Project Manual</b>										
Bid Items (Cost Estimate)				2					2	\$ 420.00
Specification Table of Contents		4		4					8	\$ 1,920.00
Special Specifications or Provisions		4		4					8	\$ 1,920.00
Final Project Manual				4					4	\$ 840.00
QA/QC		2							2	\$ 540.00
<b>Total Hours=</b>	<b>10</b>			<b>14</b>					<b>24</b>	<b>\$ 5,640.00</b>
<b>Total Cost=</b>		<b>\$2,700.00</b>		<b>\$2,940.00</b>						
<b>Bidding/Construction Phase</b>										
Pre-Bid meeting	1	2		2						
Response to Bidders		2		4	10		20	8	13	\$ 2,034.00
									36	\$ 5,250.00

**Level of Efforts**

**Client: Ft Bend County**

**Project: Bellaire Blvd. Right Turn Lanes@ SH 99**

**Description: On Bellaire Blvd on the westbound lane on the east side of State Highway 99 intersection and on the eastbound lane on the west side of the intersection of State Highway 99.**

**Date: 03/31/2021**

Manhour Estimate										
Task	Principal	Sr. Project Manager	Senior Engineer	Project Engineer	Engineer	E.I.T.	CADD Technician	Clerical	Total Hours	Total Cost
Pre-Construction meeting	1	2		2				8	13	\$ 2,034.00
Review submittals, RFI		2		20	10	10	20	20	82	\$ 11,610.00
Completion walkthrough/as built drawings		2		8			20		30	\$ 4,200.00
<b>Total Hours=</b>	<b>2</b>	<b>10</b>		<b>36</b>	<b>20</b>	<b>10</b>	<b>60</b>	<b>36</b>	<b>174</b>	<b>\$ 25,128.00</b>
<b>Total Cost=</b>	<b>\$660.00</b>	<b>\$2,700.00</b>		<b>\$7,560.00</b>	<b>\$3,780.00</b>	<b>\$1,140.00</b>	<b>\$5,940.00</b>	<b>\$3,348.00</b>	<b>\$25,128.00</b>	

<b>Study Phase</b>	10	34	4	60		95		70	273	
	\$3,300.00	\$9,180.00	\$972.00	\$12,600.00		\$10,830.00		\$6,510.00	\$43,392.00	
<b>Design Phase</b>	5	68	20	55		120		57	325	
	\$1,650.00	\$18,360.00	\$4,860.00	\$11,550.00		\$13,680.00		\$5,301.00	\$55,401.00	
<b>Bid &amp; Construction Service Phase</b>	2	10		36	20	10	60	36	174	
	\$660.00	\$2,700.00		\$7,560.00	\$3,780.00	\$1,140.00	\$5,940.00	\$3,348.00	\$25,128.00	
<b>Total Hours=</b>	<b>17</b>	<b>112</b>	<b>24</b>	<b>151</b>	<b>20</b>	<b>225</b>	<b>60</b>	<b>163</b>	<b>772</b>	
<b>Tota Costs=</b>	<b>\$5,610.00</b>	<b>\$30,240.00</b>	<b>\$5,832.00</b>	<b>\$31,710.00</b>	<b>\$3,780.00</b>	<b>\$25,650.00</b>	<b>\$5,940.00</b>	<b>\$15,159.00</b>	<b>\$123,921.00</b>	

**Construction Cost Estimate**

**Project: Bellaire Blvd. Right Turn Lanes@ SH 99**

**Description: On Bellaire Blvd on the westbound lane on the east side of State Highway 99 intersection and on the eastbound lane on the west side of the intersection of State Highway 99.**

**Date: 02/04/2021**

Item	Description	Unit	Quantity	Unit Cost	Extension
100-6003	PREPARING ROW(TREE)(5" TO 12" DIA)	EA	8	\$400.00	\$3,200
104-6015	REMOVING CONC (SIDEWALKS)	SY	389	\$11.00	\$4,278
110-6001	EXCAVATION (ROADWAY)	CY	667	\$9.71	\$6,473
160-6001	FURNISHING AND PLACING TOPSOIL (4")	STA	11	\$350.00	\$3,850
164-6007	BROADCAST SEED (PERM) (URBAN) (CLAY)	SY	1956	\$0.25	\$489
260-6001	LIME (HYDRATED LIME (DRY))	TON	40	\$193.21	\$7,657
260-6073	LIME TRT (SUBGRADE)(8")	SY	1439	\$2.78	\$4,000
360-6002	CONC PVMT (CONT REINF - CRCP) (8")	SY	1439	\$56.58	\$81,412
464-6005	RC PIPE (CL III)(24 IN)	LF	465	\$79.84	\$37,126
465-xxxx	Manh modification	EA	6	\$5,000.00	\$30,000
465-xxxx	Inlet Compl	EA	6	\$6,500.00	\$39,000
500-6001	MOBILIZATION (10%)	LS	1	\$47,615	\$47,615
512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	1200	\$34.31	\$41,172
529-6004	CONC CURB (MONO) (TY I)	LF	925	\$10.45	\$9,666
531-6002	CONC SIDEWALKS (5")	SY	389	\$69.86	\$27,168
531-6004	CURB RAMPS (TY 1)	EA	4	\$1,823.34	\$7,293
666-6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	1200	\$0.10	\$120
XXX-xxxx	RELOCATE SIGNAL POLE, MAST ARM, SIGNAL HEADS	EA	1	\$66,700.00	\$66,700
XXX-xxxx	RELOCATE SIGNAL CABINER	EA	1	\$30,300.00	\$30,300
XXX-xxxx	RELOCATE PEDESTRIAN POLE	EA	3	\$12,750.00	\$38,250
XXX-xxxx	ADDITIONAL SIGNAL HEAD	EA	2	\$19,000.00	\$38,000
				Sub total	\$523,770
				Contingency (20%)	\$104,754
				<b>Total</b>	<b>\$628,523.75</b>

# 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:**  
 2021-744140

**Date Filed:**  
 04/27/2021

**Date Acknowledged:**  
 05/11/2021

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 KCI Technologies Inc.  
 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.**  
 20313x  
 2020 Mobility Engineering and Survey – Bellaire Right Turn Lane @ SH 99

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)