

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

### WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for improvements to Richmond Street under 2020 Mobility Bond Project No. 20118 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant 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**

Consultant shall render the professional engineering services as described in Consultant's proposal dated June 8, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

#### **Section 2. Personnel**

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is six hundred sixty-nine thousand two hundred seventy-nine dollars and no/100 (\$669,279.00) 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 Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of six hundred sixty-nine thousand two hundred seventy-nine dollars and no/100 (\$669,279.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed six hundred sixty-nine thousand two hundred seventy-nine dollars and no/100 (\$669,279.00).

### **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. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request.

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

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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 Consultant 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, Consultant 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**

**CONSULTANT 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 CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**

**Section 12. Confidential and Proprietary Information**

12.1 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

12.3 Consultant 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. Consultant 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 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant 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 Consultant**

13.1 In the performance of work or services hereunder, Consultant 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 Consultant 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

Consultant: IDCUS, Inc.  
15915 Katy Freeway, Suite 300  
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**

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Standard of Care**

Consultant 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, Consultant 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 Consultant 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 Consultant 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, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant 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, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant 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, CONSULTANT 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

IDCUS, INC

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

  
\_\_\_\_\_  
Authorized Agent – Signature

7.13.2021  
\_\_\_\_\_  
Date

Larry Janak, PE  
\_\_\_\_\_  
Authorized Agent – Printed Name

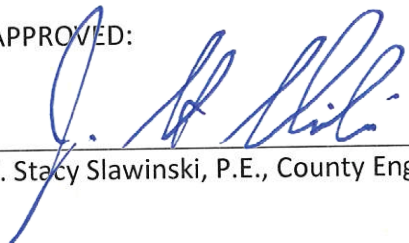
ATTEST:

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

President & CEO  
\_\_\_\_\_  
Title


6/29/2021  
\_\_\_\_\_  
Date

APPROVED:

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

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 669,279.00 to accomplish and pay the obligation of Fort Bend County under this contract.

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

# EXHIBIT A



June 8, 2021

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

Re: Proposal for Engineering Services  
Richmond Street Improvement

Dear Mr. Mineo:

IDCUS Inc. is pleased to submit its proposal for the engineering services to be furnished for improving Richmond Street. The project is defined on a stretch of Richmond Street (in Fort Bend County) that begins from Main Street and ends about 1000 feet beyond the Fairchilds Creek crossing. It is to upgrade Richmond Street from a 2-lane open-ditch system to a 3-lane curb and gutter facility. The Scope of Work is comprised of three main categories: Preliminary Engineering, Plans Specifications & Estimates (PS&E), and Construction-Phase Services. The total cost of the services is \$669,279.00. Of this amount, \$297,187.00 is for providing Preliminary Engineering, \$315,608.00 is for the Detailed Design, \$24,418.00 is for the Construction-Phase services, and \$32,066 is for the Optional Services. Without the Optional Services, the total would be \$637,213.00.

The above work will be performed by IDCUS Inc. and its four sub-consultants:

- 1- Pape- Dawson Engineers Inc. – Topological Survey;
- 2- Associated Testing Laboratories Inc. – Geotechnical Study;
- 3- Halff Associates, Inc. – Traffic Control Plan & Signing and Pavement Markings;
- 4- LJA Engineering, Inc. – Structural Design.

IDCUS Inc. will provide the overall project management and coordination, preliminary engineering report, roadway and drainage detailed designs, and construction-phase services.

The scope of the services and the fee schedule of IDCUS and Sub-consultants are attached.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hung Nguyen".

Hung Nguyen, P.E.  
Project Manager



## **SCOPE OF WORK**

### **For Fort Bend County – Mobility Projects Richmond St. Project**

#### **GENERAL PROJECT OVERVIEW**

The project is for widening Richmond Street from FM 360 (Main St.) to Fairchilds Creek and a bridge replacement over Fairchilds Creek (2000-ft north of the limit of City of Needville). In this project Richmond Street will be upgraded from a two-lane asphalt open-ditch section to a three-lane concrete curb & gutter with storm sewer system. Moreover, the new facility will be designed according to Fort Bend County design criteria for 45 MPH speed; and it will have 2-12' lanes with 1' curb offset and one 14'-Two-Way-Left-Turn\_lane (TWLTL) all within existing 60' ROW. The proposed storm sewer system will outfall to proposed detention pond and ultimately will outfall to Fairchilds Creek. The scope of the engineering services, in this project, are categorized into three phases:

1- Preliminary Engineering (PER):

This phase will include the professional engineering services for developing alternative schematics for the project. It includes drainage report, geotechnical report, Right-Of-Way (ROW) maps, cost estimate, utility conflict list, and the Preliminary Engineering Report (PER).

2- Plans, Specifications & Estimates (PS&E):

This phase will include the services for the preparation of the project plans and the project manual for bidding.

3- Bid & Construction Phase:

Attending the pre-bid & pre-construction meeting, preparation of the addendums (if needed), and evaluating the bids will be furnished in this phase. Attending monthly project status meetings, review of the submittals, answering the RFIs, site visits and project closeout are included in this phase.

Engineering Services will be performed in accordance with the appropriate guidelines and standards as identified below:

- 1- *Fort Bend County Engineering Design Manual*, Fort Bend County, August 2020 (Draft)
- 2- *Recommended Guidelines for Subdivision Streets*, Institute of Transportation Engineers, Latest Edition.
- 3- *Guidelines for Urban Major Streets Design*, Institute of Transportation Engineers, Latest Edition.
- 4- *A Policy on Geometric Design of Highways and Streets*, AASHTO, Latest Edition.

- 5- *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*
- 6- *Design Standards and Details*, Fort Bend County, Engineering Department, Latest Standards.
- 7- *Thoroughfare Development Plan*, Fort Bend County, Latest Edition.
- 8- *Geometric Design Standards*, Harris County and City of Houston - as modified by Fort Bend County Engineering Department.

## **PHASE I – PRELIMINARY ENGINEERING by IDCUS**

### **TASK I: PROJECT COORDINATION / MANAGEMENT**

- A. Project Management, Administration and Invoicing;
- B. Project Coordination (Fort Bend County, MUD, Utility);
- C. Project Coordination with subconsultants
  - i. Coordination Project Meeting with BBI (30' Bi-weekly)
  - ii. Coordination with Pape Dawson for Surveying
  - iii. Coordination with ATL for Geotechnical
  - iv. Coordination with LJA for Bridge Design
- D. Project Meetings

### **TASK II: INVESTIGATE EXISTING CONDITIONS**

- A. Collect Existing Studies, Design, Data Reports, As-Built Drawings, GIS Maps, and Exhibits.
- B. Request and Evaluate Public and Private Utilities and Survey Information:
  - i. Coordinate with Utility Companies and Permitting Agencies;
  - ii. Describe Anticipated Permit Requirement / Processes / Constraints.
  - iii. Prepare Utility Conflict Table
- C. General Site Evaluation for Roadways, Ditches, Topography and Conditions:
  - i. Field Reconnaissance / Site Photographs.

### **TASK III: PRELIMINARY ENGINEERING REPORT**

- A. Identification of Recommended Alternatives & ROW Establishment:
  - i. Prepare Existing and Proposed Typical Sections;
  - ii. Evaluate and Prepare Preliminary Horizontal with Existing ROW.
- B. Prepare Preliminary Engineering Plans, Exhibits, and Report
  - i. Prepare Roadway Schematic for the Recommended Alignments;
  - ii. Prepare Preliminary Plans & Profile sheets for Recommended Alignment.
  - iii. Prepare UVE exhibits.
  - iv. Prepare PER Report (Existing & Proposed Conditions, Recommendations, and Executive Summary);
- C. Prepare Preliminary Cost Estimate.

D. QA/QC Comment Resolution

**TASK IV: HYDRAULIC IMPACT REPORT BY IDCUS, INC.**

A. Data Collection

Obtain, review and evaluate available hydrologic and hydraulic (H&H) data for the study area including the latest versions of the referenced standards, criteria, and other information.

B. Coordination with Fort Bend County Drainage District (FBCDD)

Coordinate with FBCDD about the proposed project. Obtain pertinent information including the latest H&H models, current or future plans for improving the receiving channel, high water marks, history of flooding, etc.

C. Develop Drainage Area Maps & Calculate Peak Flows

Identify the existing outfalls (within the study area) and determine the existing and proposed drainage area boundaries for the project (based on available drainage study, contour data, and site visits). Developed the drainage area map at a level for a trunk system analysis. Calculate the drainage area peak flows for 2-yr, 10-yr and 100-yr events using Atlas 14 rainfall data.

D. Existing Drainage System Analysis (XPSWMM)

Prepare preliminary XPSWMM model for the existing Richmond Street drainage systems. Calculate the existing 2-yr, 10-yr and 100-yr hydraulic grade lines (HGLs) within the project area (using the preliminary XPSWMM model). Identify the problems of the existing drainage system based on the existing XPSWMM, record drawings and site visits. Any flows draining within the project limits will be included in H&H modeling. Overland flow analysis will be performed for the extreme event (100-yr event).

E. Proposed Storm Sewer System Analysis (XPSWMM)

Prepare a preliminary storm sewer design based on latest Atlas 14 data and procedure of a 2-yr, 10-yr and 100-yr storm analysis for the project area using XPSWMM. The preliminary storm sewer design will be based on the preliminary roadway profile. Check 2-yr, 10-yr and 100-year HGL elevations using the best data available (i.e. survey, existing LIDAR contour data, existing construction drawings, etc.). Analysis of the overland flow for the extreme event (100-yr event).

F. Preliminary Detention Analysis (XPSWMM)

Perform preliminary detention analysis based on Fort Bend County Drainage District (FBCDD) criteria. Calculate the volume to be detained. Preliminary detention analysis based on XPSWMM. Compare the existing-condition and proposed-condition outflows (within the project limits).

G. H&H Model for Bridge at Fairchilds Creek Crossing

Obtain available HEC-RAS models from the FBCDD for the receiving channel. Review, evaluate, and update the model as required to

ensure it correctly reflects recently collected survey data provided by the surveyor for the project. Create a HEC-RAS model if HEC-RAS models were unavailable. Develop a proposed-condition HEC-RAS model based on final roadway profile to determine any impacts on the water surface elevations in Fairchilds Creek (as a result of the proposed improvements including potential fill within the existing floodplain). If impacts occur to water surface elevations within Fairchilds Creek as a result of the proposed roadway crossing, the Engineer shall update the proposed-condition HEC-RAS model and analyze the measures to ensure no impacts will occur.

- H. Scour Analysis for Bridge at Fairchilds Creek Crossing  
Perform a scour analysis for the proposed bridge over Fairchilds Creek (the analysis will be performed based on the methodology that is outlined in the latest Geotechnical Manual of Texas Department of Transportation (TxDOT). Provide potential scour depths, envelope, and any recommended countermeasures including bridge design modifications and revetment.
- I. Prepare Preliminary Drainage Layouts  
Prepare preliminary layouts for the proposed storm sewer system. Prepare the preliminary detention basin layouts and include it in the drainage report.
- J. Prepare Drainage Impact Report including Exhibits and Tables  
Prepare the drainage impact analysis report, documenting the results of the preliminary H&H analyses. The report exhibits will include vicinity maps, existing and proposed drainage area maps, and XPSWMM model outputs for 2-yr, 10-yr and 100-yr events. The study and the analysis will be performed in accordance with FBCDD and Fort Bend County criteria.

#### **PHASE I – SUB-CONSULTANT SERVICES**

##### **TASK V: SURVEYING BY PAPE-DAWSON ENGINEERS, INC.**

- A. Topographic Survey (See attached detail scopes from Pape Dawson)

##### **TASK VI: GEOTECHNICAL SERVICES BY ASSOCIATED TESTING LABORATORIES**

- A. Geotechnical Engineering Phase I Services (See attached detail scopes from ATL)

##### **TASK VII: PRELIMINARY BRIDGE DESIGN BY LJA**

- A. Review Plans & Documents and Prepare Preliminary Bridge Layout

## **PHASE II – FINAL DESIGN by IDCUS**

### **TASK VIII: PROJECT COORDINATION/MANAGEMENT**

- A. Project Management, Administration, and Invoicing
- B. Project Coordination With Sub-Consultants
  - i. Coordination with LJA for Bridge Design
  - ii. Coordination with Halff for TCP & SPM
- C. Biweekly Project Meetings (30') with BBI
- D. Project Meetings

### **TASK IX: ROADWAY, DRAINAGE, & DETENTION POND DESIGN**

- A. Roadway Design
- B. Demolition Sheets
- C. Roadway & Storm Sewer P&P Sheets
- D. Table of Proposed Driveways
- E. Intersection Design / Cross Street P&P Sheets
- F. SWPPP Design & Sheets
- G. Cross Sections (@100' Interval) & Earthwork
- H. Overall Drainage & Drainage Area Maps
- I. Design Calculations & Drainage Output Sheets
- J. Storm Sewer Lateral Sheets
- K. Detention Pond Layout & Cross Sections
- L. Drainage Detail Sheets
- M. Standards
- N. General Notes
- O. Quantity Take-Off & Construction Cost Estimate

## **PHASE II – OPTIONAL DESIGN by IDCUS**

### **TASK O-III: PUBLIC UTILITIES DESIGN**

- A. Public Utilities Design (Water & Sanitary Sewer)  
Obtain available as-built information of sanitary sewer and water lines along Richmond St. Will design public utilities to clear of potential conflicts with proposed storm sewers or proposed pavement structures.

## **PHASE II – FINAL DESIGN by SUBCONSULTANTS**

### **TASK X: FINAL DESIGN SERVICES BY HALFF ASSOCIATES, INC.**

- A. Develop Traffic Control Plans.
- B. Develop Signing & Paving Marking Plans.

### **TASK XI: FINAL DESIGN SERVICES BY LJA ENGINEERING, INC.**

- A. Develop Bridge Final Design Plans.

## **PHASE II – MISCELLANEOUS ENGINEERING SERVICES**

### **TASK XII: REPRODUCTION BY IDCUS, INC.**

- A. Prepare Plan Sets for Distribution to Reviewing Parties.
  - i. At 70% Submittal.
  - ii. At 95% Submittal.
  - iii. At 100% (Final) Submittal.

## **PHASE III – BID & CONSTRUCTION PHASE SERVICES by IDCUS**

### **TASK XIV: BID & CONSTRUCTION PHASE SERVICES**

- A. Prepare Project Manual
- B. Prepare Addendum(s)
- C. Evaluate Bids, Prepare Bid Tabulations & Recommend Award of Contract
- D. Attend Pre-Bid & Pre-Construction Meeting (2)
- E. Review and Address Submittals & RFIs
- F. Project Close Out (As-Builts)

## **PHASE III – BID & CONSTRUCTION PHASE SERVICES by SUBCONSULTANTS**

### **TASK XV: BID & CONSTRUCTION PHASE SERVICES By HALFF**

- A. Provide Bid & Construction Phase Services for TCP and Signing & Pavement Marking

### **TASK XVI: BID & CONSTRUCTION PHASE SERVICES By LJA**

- A. Provide Bid & Construction Phase Services for Bridge Design

## **OPTIONAL SERVICES**

### **TASK O-I: OPTIONAL SURVEYING SERVICES By PAPE DAWSON**

See attached Pape Dawson Proposal for Details

### **TASK O-II: GEOTECHNICAL ALLOWANCES By ATL**

See attached ATL Proposal for Details

**FORT BEND COUNTY MOBILITY PROJECT  
RICHMOND STREET  
FEE SCHEDULE**



<b>PHASE I: PRELIMINARY DESIGN SERVICES - IDCUS</b>	
TASK I: PROJECT COORDINATION / MANAGEMENT	\$ 16,137.00
TASK II: INVESTIGATE EXISTING CONDITIONS	\$ 13,980.00
TASK III: PRELIMINARY ENGINEERING REPORT	\$ 50,688.00
TASK IV: HYDRAULIC IMPACT REPORT	\$ 77,292.00
<b>SUBTOTAL PHASE I:</b>	<b>\$ 158,097.00</b>

<b>PHASE I: PRELIMINARY DESIGN SERVICES - SUBCONSULTANTS</b>	
TASK V: SURVEYING BY PAPE-DAWSON ENGINEERS, INC.	\$ 73,350.00
TASK VI: GEOTECHNICAL SERVICES BY ASSOCIATED TESTING LABORATORIES	\$ 60,740.00
TASK VII: PRELIMINARY BRIDGE DESIGN BY LJA ENGINEERING, INC.	\$ 5,000.00
<b>SUBTOTAL PHASE I:</b>	<b>\$ 139,090.00</b>

<b>PHASE II: FINAL DESIGN SERVICES - IDCUS</b>	
TASK VIII: DESIGN PHASE - PROJECT COORDINATION/MANAGEMENT BY IDCUS	\$ 14,622.00
TASK IX: ROADWAY, DRAINAGE, & DETENTION POND DESIGN BY IDCUS	\$ 168,966.00
<b>SUBTOTAL PHASE II:</b>	<b>\$ 183,588.00</b>

<b>PHASE II: FINAL DESIGN SERVICES - SUBCONSULTANTS</b>	
TASK X: TRAFFIC CONTROL PLANS and SIGNING & PAVEMENT MARKINGS BY HALFF	\$ 77,520.00
TASK XI: BRIDGE DESIGN BY LJA ENGINEERING, INC.	\$ 52,000.00
<b>SUBTOTAL PHASE II:</b>	<b>\$ 129,520.00</b>

<b>PHASE II: MISCELLANEOUS ENGINEERING SERVICES</b>	
TASK XII: REPRODUCTION BY IDCUS	\$ 2,500.00
<b>SUBTOTAL PHASE II:</b>	<b>\$ 2,500.00</b>

<b>PHASE III: BID &amp; CONSTRUCTION PHASE SERVICES - IDCUS (Time &amp; Material)</b>	
TASK XIII: BID & CONSTRUCTION PHASE SERVICES	\$ 16,098.00
<b>SUBTOTAL PHASE III:</b>	<b>\$ 16,098.00</b>

<b>PHASE III: BID &amp; CONSTRUCTION PHASE SERVICES - SUBCONSULTANTS (Time &amp; Material)</b>	
TASK XIV: BID & CONSTRUCTION PHASE SERVICES BY HALFF	\$ 3,320.00
TASK XV: BID & CONSTRUCTION PHASE SERVICES BRIDGE DESIGN BY LJA ENGINEERING, INC.	\$ 5,000.00
<b>SUBTOTAL PHASE III:</b>	<b>\$ 8,320.00</b>

<b>OPTIONAL SERVICES</b>	
TASK O-I: SURVEYING OPTIONAL SERVICES BY PAPE DAWSON	\$ 6,500.00
TASK O-II: GEOTECHNICAL ALLOWANCES BY ATL	\$ 6,816.00
TASK O-III: OPTIONAL FINAL DESIGN BY IDCUS	\$ 18,750.00
<b>SUBTOTAL OPTIONAL SERVICES:</b>	<b>\$ 32,066.00</b>

<b>SUMMARY</b>	
PHASE I: PRELIMINARY ENGINEERING SERVICES	\$ 297,187.00
PHASE II: PS&E SERVICES	\$ 315,608.00
PHASE III: BID & CONSTRUCTION PHASE SERVICES	\$ 24,418.00
<b>TOTAL Without Optional Services (PHASE I + PHASE II + PHASE III):</b>	<b>\$ 637,213.00</b>
<b>GRAND TOTAL (PHASE I + PHASE II + PHASE III + OPTIONAL):</b>	<b>\$ 669,279.00</b>



PHASE I - PRELIMINARY ENGINEERING SERVICES

FORT BEND COUNTY MOBILITY PROJECT  
RICHMOND STREET  
FEE SCHEDULE



TASK DESCRIPTION			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST
<b>TASK I: PROJECT COORDINATION / MANAGEMENT</b>	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical		
A. Project Management, Administration, and Invoicing	12							12	24	\$ 3,744.00
B. Project Coordination (Fort Bend County, MUD, Utility)	8		6	8				4	26	\$ 4,998.00
C. Project Coordination with Subconsultants										
i. Coordination Project Meeting (30' Bi-weekly) with BBI	4		4						8	\$ 1,860.00
ii. Coordination with Pape Dawson for Surveying	1		1	2					4	\$ 825.00
iii. Coordination with ATL for Geotechnical	1		1	2					4	\$ 825.00
iv. Coordination with LJA for Bridge Design	2		1	2					5	\$ 1,065.00
D. Project Meetings (2)	8		4						12	\$ 2,820.00
Total Man-Hours	36		17	14				16	83	
Raw Salary / Rate	\$ 80.00	\$ 80.00	\$ 75.00	\$ 60.00	\$ 40.00	\$ 37.00	\$ 25.00	\$ 24.00		
Billing Rate w/ 3.0 Multiplier)	\$ 240.00	\$ 240.00	\$ 225.00	\$ 180.00	\$ 120.00	\$ 111.00	\$ 75.00	\$ 72.00		
<b>Total</b>	<b>\$ 8,640.00</b>	<b>\$ -</b>	<b>\$ 3,825.00</b>	<b>\$ 2,520.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,152.00</b>		<b>\$ 16,137.00</b>

TASK DESCRIPTION			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST
<b>TASK II: INVESTIGATE EXISTING CONDITIONS</b>	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical		
A. Collect Existing Project Data (Studies, Design, Reports, As-Built Drawings, GIS Maps, and Exhibits)	2		4	4	4				14	\$ 2,580.00
B. Evaluate Public and Private Utilities and Survey Information										\$ -
i. Coordinate with Utility Companies and Permitting Agencies	2		4	4	4				14	\$ 2,580.00
ii. Describe Anticipated Permit Requirement & Process	2		2	8					12	\$ 2,370.00
iii Prepare Utility Conflict Table	2	1	4	6	4				17	\$ 3,180.00
C. General Site Evaluation for Roadways, Ditches, and Detention Pond										\$ -
i. Field Reconnaissance / Site Photographs	6		6		4				16	\$ 3,270.00
Total Man-Hours	14	1	20	22	16				73	
Raw Salary / Rate	\$ 80.00	\$ 80.00	\$ 75.00	\$ 60.00	\$ 40.00	\$ 37.00	\$ 25.00	\$ 24.00		
Billing Rate w/ 3.0 Multiplier)	\$ 240.00	\$ 240.00	\$ 225.00	\$ 180.00	\$ 120.00	\$ 111.00	\$ 75.00	\$ 72.00		
<b>Total</b>	<b>\$ 3,360.00</b>	<b>\$ 240.00</b>	<b>\$ 4,500.00</b>	<b>\$ 3,960.00</b>	<b>\$ 1,920.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 13,980.00</b>



PHASE I - PRELIMINARY ENGINEERING SERVICES

FORT BEND COUNTY MOBILITY PROJECT  
RICHMOND STREET  
FEE SCHEDULE



TASK DESCRIPTION			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST
<b>TASK III: PRELIMINARY ENGINEERING REPORT</b>	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical		
A. Identification of Recommended Alternatives & ROW Establishment										\$ -
i. Prepare Existing and Proposed Typical Sections	1	1	2	4	4	4	8		24	\$ 3,174.00
ii. Prepare & Evaluate Alternatives of Horizontal with Existing ROW	4	1	4	4	4	16	32		65	\$ 7,476.00
B. Prepare Preliminary Engineering Plans, Exhibits, and Report										\$ -
i. Prepare Roadway Schematic and For Recommended Alignments	1	1	4	4	4	8	32		54	\$ 5,868.00
ii. Prepare Preliminary Plans & Profile sheets For Recommended Alignment.	1	1	2	2	2	6	16		30	\$ 3,396.00
iii. Prepare UVE Exhibits	2	1	4	8	2	4	32		53	\$ 6,144.00
iv. Prepare PER Report (Exist. & Prop. Conditions, Recommendations & Executive Summary)	20	2	16	24	16	8	8	4	98	\$ 16,896.00
C. Prepare Preliminary Cost Estimate	4	1	2	4		10			21	\$ 3,480.00
D. QA/QC - Comment Resolution	4	4	2	2	4	4	8		28	\$ 4,254.00
Total Man-Hours	37	12	36	52	36	60	136	4	373	
Raw Salary / Rate	\$ 80.00	\$ 80.00	\$ 75.00	\$ 60.00	\$ 40.00	\$ 37.00	\$ 25.00	\$ 24.00		
Billing Rate w/ 3.0 Multiplier)	\$ 240.00	\$ 240.00	\$ 225.00	\$ 180.00	\$ 120.00	\$ 111.00	\$ 75.00	\$ 72.00		
<b>Total</b>	<b>\$ 8,880.00</b>	<b>\$ 2,880.00</b>	<b>\$ 8,100.00</b>	<b>\$ 9,360.00</b>	<b>\$ 4,320.00</b>	<b>\$ 6,660.00</b>	<b>\$ 10,200.00</b>	<b>\$ 288.00</b>		<b>\$ 50,688.00</b>

TASK DESCRIPTION			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST
<b>TASK IV: HYDRAULIC IMPACT REPORT</b>	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical		
A. Data Collection	1		4	4	4	4			17	\$ 2,784.00
B. Coordination with Fort Bend County Drainage District (FBCDD)	1		4	2	2	2			11	\$ 1,962.00
C. Develop Drainage Area Maps & Calculate Peak Flows	4		20	16	8	8			56	\$ 10,188.00
D. Existing Drainage System Analysis (XPSWMM)	2		20	24		8			54	\$ 10,188.00
E. Proposed Storm Sewer System Analysis (XPSWMM)	2		24	24		12			62	\$ 11,532.00
F. Preliminary Detention Analysis (XPSWMM)	2		20	24		12			58	\$ 10,632.00
G. H&H Model for Bridge at Fairchilds Creek Crossing	2		16	20		8			46	\$ 8,568.00
H. Scour Analysis for Bridge at Fairchilds Creek Crossing	2		4	10		8			24	\$ 4,068.00
I. Prepare Preliminary Drainage Layouts	2		10	8	8	24			52	\$ 7,794.00
J. Prepare Drainage Impact Report including Exhibits and Tables	4		16	16	8	8		4	56	\$ 9,576.00
Total Man-Hours	22		138	148	30	94		4	436	
Raw Salary / Rate	\$ 80.00	\$ 80.00	\$ 75.00	\$ 60.00	\$ 40.00	\$ 37.00	\$ 25.00	\$ 24.00		
Billing Rate w/ 3.0 Multiplier)	\$ 240.00	\$ 240.00	\$ 225.00	\$ 180.00	\$ 120.00	\$ 111.00	\$ 75.00	\$ 72.00		
<b>Total</b>	<b>\$ 5,280.00</b>	<b>\$ -</b>	<b>\$ 31,050.00</b>	<b>\$ 26,640.00</b>	<b>\$ 3,600.00</b>	<b>\$ 10,434.00</b>	<b>\$ -</b>	<b>\$ 288.00</b>		<b>\$ 77,292.00</b>

PHASE II - FINAL DESIGN

FORT BEND COUNTY MOBILITY PROJECT  
RICHMOND STREET  
FEE SCHEDULE



TASK DESCRIPTION			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST	NO. OF SHEETS
TASK VIII: DESIGN PHASE - PROJECT COORDINATION/MANAGEMENT BY IDCUS	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical			
A. Project Management, Administration, and Invoicing	8							12	20	\$ 2,784.00	
B. Project Coordination With Sub-Consultants										\$ -	
i. Coordination with LJA for Bridge Design	4		2	4				2	12	\$ 2,274.00	
ii. Coordination with Halff for TCP & SPM	4		2	4				2	12	\$ 2,274.00	
C. Project Coordination Meeting (30' Bi-Weekly) With BBI	12		6						18	\$ 4,230.00	
D. Project Meetings	6		4	4					14	\$ 3,060.00	
Total Man-Hours	34		14	12				16	76		
Raw Salary / Rate	\$ 80.00	\$ 80.00	\$ 75.00	\$ 60.00	\$ 40.00	\$ 37.00	\$ 25.00	\$ 24.00			
Billing Rate w/ 3.0 Multiplier)	\$ 240.00	\$ 240.00	\$ 225.00	\$ 180.00	\$ 120.00	\$ 111.00	\$ 75.00	\$ 72.00			
Total	\$ 8,160.00	\$ -	\$ 3,150.00	\$ 2,160.00	\$ -	\$ -	\$ -	\$ 1,152.00		\$ 14,622.00	

TASK DESCRIPTION			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST	NO. OF SHEETS
TASK IX: ROADWAY, DRAINAGE, & DETENTION POND DESIGN BY IDCUS	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical			
A. Roadway Design	2	1	40	6	4	20	8		81	\$ 14,100.00	
B. Demolition Sheets	6	1	4	5	5	20	40		81	\$ 9,300.00	5
C. Roadway & Storm Sewers P&P Sheets	8	1	12	12	12	60	80		185	\$ 21,120.00	10
D. Table of Proposed Driveways	4	1	2	8	4	30	20		69	\$ 8,400.00	1
E. Intersection Design & Cross Street P&P Sheets	4	1	10	20	12	30	40		117	\$ 14,820.00	7
F. SWPPP Design and Sheets	2	1	5	10	10	30	10		68	\$ 8,925.00	5
G. Cross Sections (@ 100' interval) & Earthwork	4	1	16	32	20	30	10		113	\$ 17,040.00	24
H. Overall Drainage & Drainage Area Maps	3	1	4	20		40	20		88	\$ 11,400.00	5
I. Design Calculations & Drainage Output Sheets	2	1	2	10		40	10		65	\$ 8,160.00	4
J. Storm Sewer Laterals Sheets	4	1	2	4	4	40	30		85	\$ 9,540.00	2
K. Detention Pond Layout & Cross Sections	2	1	8	10	4	40	30		95	\$ 11,490.00	3
L. Drainage Detail Sheet	4	1	5	8		40	40		98	\$ 11,205.00	2
M. Standards	1	1	2	4	2	6	16		32	\$ 3,756.00	10
N. General Notes	2	1	2	8		4		4	21	\$ 3,342.00	2
O. Quantity Take-Off & Construction Cost Estimate	16	2	24	16	24	8			90	\$ 16,368.00	
Total Man-Hours	64	16	138	173	101	438	354	4	1,288		
Raw Salary / Rate	\$ 80.00	\$ 80.00	\$ 75.00	\$ 60.00	\$ 40.00	\$ 37.00	\$ 25.00	\$ 24.00			
Billing Rate w/ 3.0 Multiplier)	\$ 240.00	\$ 240.00	\$ 225.00	\$ 180.00	\$ 120.00	\$ 111.00	\$ 75.00	\$ 72.00			
Total	\$ 15,360.00	\$ 3,840.00	\$ 31,050.00	\$ 31,140.00	\$ 12,120.00	\$ 48,618.00	\$ 26,550.00	\$ 288.00		\$ 168,966.00	

PHASE III - BID AND  
CONSTRUCTION PHASE SERVICES

FORT BEND COUNTY MOBILITY PROJECT  
RICHMOND STREET  
FEE SCHEDULE



TASK DESCRIPTION	ENGINEERING					SUPPORT			TOTAL LABOR COST
	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical	
<b>TASK XIII: BID &amp; CONSTRUCTION PHASE SERVICES</b>									
A. Prepare Project Manual	4						8	10	\$ 2,280.00
B. Prepare Addendum (s)	2								\$ 480.00
C. Evaluate Bids, Prepare Bid Tabulations & Recommend Award of Contract	2	1			4				\$ 1,200.00
D. Attend Pre-Bid & Pre-Construction Meetings	4								\$ 960.00
E. Review and Address Submittals & RFIs	8	2	12	5	3	5	5		\$ 7,290.00
F. Project Close Out (As-Builts)	5		2	2	2	8	10		\$ 3,888.00
<b>Total Man-Hours</b>	<b>25</b>	<b>3</b>	<b>14</b>	<b>7</b>	<b>9</b>	<b>13</b>	<b>23</b>	<b>10</b>	
Raw Salary / Rate	\$80.00	\$80.00	\$75.00	\$60.00	\$40.00	\$37.00	\$25.00	\$24.00	
Billing Rate w/ 3.0 Multiplier)	240.00	240.00	225.00	180.00	120.00	111.00	75.00	72.00	
<b>Total</b>	<b>\$ 6,000.00</b>	<b>\$ 720.00</b>	<b>\$ 3,150.00</b>	<b>\$ 1,260.00</b>	<b>\$ 1,080.00</b>	<b>\$ 1,443.00</b>	<b>\$ 1,725.00</b>	<b>\$ 720.00</b>	<b>\$ 16,098.00</b>

OPTIONAL SERVICES- OPTIONAL FINAL DESIGN

FORT BEND COUNTY MOBILITY PROJECT  
RICHMOND STREET  
FEE SCHEDULE



TASK DESCRIPTION			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST	NO. OF SHEETS
	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical			
<b>TASK O-III: OPTIONAL FINAL DESIGN BY IDCUS</b>											
A. Public Utility Design (Sanitary Sewer & Water)	8	1	20	16	24	30	40		139	\$ 18,750.00	10
Total Man-Hours	8	1	20	16	24	30	40		139		
Raw Salary / Rate	\$ 80.00	\$ 80.00	\$ 75.00	\$ 60.00	\$ 40.00	\$ 37.00	\$ 25.00	\$ 24.00			
Billing Rate w/ 3.0 Multiplier)	\$ 240.00	\$ 240.00	\$ 225.00	\$ 180.00	\$ 120.00	\$ 111.00	\$ 75.00	\$ 72.00			
<b>Total</b>	<b>\$ 1,920.00</b>	<b>\$ 240.00</b>	<b>\$ 4,500.00</b>	<b>\$ 2,880.00</b>	<b>\$ 2,880.00</b>	<b>\$ 3,330.00</b>	<b>\$ 3,000.00</b>	<b>\$ -</b>		<b>\$ 18,750.00</b>	



April 15, 2021

Revised: April 29, 2021

Revised: May 21, 2021

Mr. Hong Nguyen, P.E.  
IDCUS, Inc. dba IDC, Inc.  
15915 Katy Fwy., Ste. 300  
Houston, TX 77094

Re: Richmond Street Improvements  
Fort Bend County, Texas

Dear Mr. Nguyen:

We are pleased to present this proposal for providing surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

The Surveyor to provide surveying services along a portion of the Richmond Street ROW (110' wide x 4,800' long), roughly 12.7 acres within the scope area. Work to be performed under the direct supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying. Data to be collected and the methods to be employed are detailed below.

The surveyor to provide boundary surveying services to the extent necessary to generate a topographic survey map and description for the proposed widening of Richmond Street located east of the intersection of Main Street.



*Approximate project area*

**I. PRIMARY PROJECT CONTROL (TASK 190)**

**\$4,000**

- At least six primary project control points to be established in accordance with the Texas Society of Professional Surveyors Manual of Practice. Located within or near project area, but in an area least likely to be disturbed, the control points to be

within visible range of each other and suitable for either conventional or GPS use. Coordination with County to provide existing control that may exist on nearby project, if required.

- Horizontal values for project control points to be published as northings and eastings in US Survey Feet, based on the Texas State Plane Coordinate System, established for the South Central Zone, from the North American Datum of 1983 (NA2011) epoch 2010.00, displayed in surface values with a combined adjustment factor of 1.00013 applied. Coordination with County to verify a specific project scale factor, if required.
- Vertical values for project control points to be published in US Survey Feet, based on the North American Vertical Datum of 1988, utilizing geoid model 12B and established by utilizing a digital level loop. Coordination with County to utilize vertical values on nearby project, if required.
- An 11" x 17" control point data sheet set, signed and sealed by the project surveyor, to be prepared. It is to include an overall view, the horizontal and vertical datum, the surface adjustment factor as well as individual sketches of each primary control point with location ties, driving directions, right-of-way station and offset information, surface coordinates and leveled elevations.

**II. UTILITY LOCATES (TASK 218) \$2,200**

- The Texas 811 system to be contacted to notify participants to locate their utility lines within the project area.
- A record of contacts and locate interactions to be maintained and provided to the project designer.
- Utility markings along with other visible evidence of utilities to be located by survey crews and represented within the topographic survey drawing.

**III. RIGHT-OF-ENTRY (TASK 191) \$9,150**

- One right-of-entry letter to be prepared, submitted for approval and subsequently sent by standard first class mail and followed up if necessary to approximately fifty-seven owners of the property(s) located north and south of Richmond Street to obtain permission to enter the property to perform survey, geotechnical, and design related activities.
- Once received, the permission form to be provided to the project designer to share with other necessary entities. Before survey crews enter said property, the property owner to be contacted in the manner instructed on the right-of-entry permission form.
- Pape-Dawson has allocated one hour of coordination for each land owners' consent. If consent is not obtained, Pape-Dawson will not be able to perform work within land owner's property.

**IV. TOPOGRAPHIC SURVEY (TASK 105) \$32,500**

- Survey crews to locate pavement edges, paint stripes, driveways (with composition information), grade breaks, drainage structures (including pipe size, material, top



- and invert elevations), bridges (type, support material and sizes, low chord, etc.) and roadway signs (labeled accordingly) as they occur or at 50-100-foot intervals.
- 2D planimetric features to be mapped within project area of Richmond Street and to include but not be limited to signs (to include size and type), pavement markings, landscape limits, sidewalks, ramps, fences and mail boxes.
  - Elevation cross sections to be obtained within the project area in 100-foot intervals.
  - Elevations within said project area to be visualized at a 1" = 20' scale within the AutoCAD drawing to be provided. Conversion to MicroStation can also be provided, if requested.
  - If heavily silted, drainage structure flow lines to be excavated; no other excavation to be performed by survey crews.
  - Trees (12-inch caliper or larger at breast height) within the right-of-way and trees within 25 feet outside of the right-of-way to be located. Trees located within heavily wooded areas will not be located.
  - Topographic survey deliverables to include an AutoCAD drawing with 1-foot contours interval and labeling visualized at a 20-foot scale, a LandXML TIN file, and a PNEZD comma delimited point file. Conversion to MicroStation can also be provided, if requested.
  - Pape-Dawson has allocated a second trip to provide a topographic survey for a proposed detention pond area.

**V. RIGHT-OF-WAY SURVEYING (TASK 104)**

**\$18,500**

- Boundary research and field recovery to be performed to locate and depict existing property lines and existing right-of-way line within the scope area.
- Boundary research and field recovery to be performed in accordance with the Texas Society of Professional Surveyors Manual of Practice to generate a signed and sealed parcel acquisition drawing and description for right-of-way parcels necessary to accomplish the necessary acquisitions along Richmond Street. Pape-Dawson assumes four (4) acquisition parcels to be required for this project. If additional acquisition parcels are required an additional fee of \$2,500 each parcel will be required.
- Acquisition survey deliverables to be comprised of two signed and sealed right-of-way parcel drawings and descriptions which is to include an overall parent tract sketch, the parent tract remainder acreage, and numbered calls within the metes and bounds description.
- Pape-Dawson to coordinate with a local title company to prepare the necessary abstractors reports on the four (4) acquisition tracts. The cost is included within this scope. Any additional abstractors reports will be authorized and billed separately.
- Pape-Dawson to set property corners for the parcel drawings once approved by the County. Property corners to be set in one contiguous stage.

**VI. PROJECT MANAGEMENT (TASK 501)**

**\$7,000**

Project management activities including internal project coordination as well as quality control. Pape-Dawson is to coordinate our activities with Fort Bend County and other

reviewing agencies as appropriate, including one kick-off meeting, four status meetings, and one final close out meeting.

**DELIVERABLES:**

- Control Point Data Sheet.
- Texas811 locate request ticket numbers.
- Utility Information Spreadsheet.
- AutoCAD topographic survey at 1" = 20' scale to include datum notes, elevations as specified above, title block, north arrow, scale and FEMA note. Conversion to MicroStation, if requested.
- Two (2) signed and sealed copies of the Right-of-way parcel drawings and descriptions.
- LandXML TIN file.
- PNEZD (Point, Northing, Easting, Elevation, Description) point file of final project points.

**OPTIONAL ADDITIONAL SERVICES:**

- VII. CONSTRUCTION STAKING (TASK 101) \$6,500**
- Construction stakes set at 100-foot intervals marking existing right-of-way line for Richmond Street on both sides.
  - Locate and refresh control for construction company. Provide updated control point data sheet in PDF format.

**VIII. SUMMARY**

I.	Primary Project Control	Task 190	\$4,000
II.	Utility Locates	Task 218	\$2,200
III.	Right-Of Entry	Task 191	\$9,150
IV.	Topographic Survey	Task 105	\$32,500
V.	Right-of-Way Survey	Task 104	\$18,500
VI.	Project Management	Task 501	\$7,000
<b>Total:</b>			<b>\$73,350</b>

**IX. OPTIONAL ADDITIONAL SERVICES**

VII.	Construction Staking	Task 101	\$6,500
<b>Total:</b>			<b>\$6,500</b>

**X. COMPENSATION**

**Basis of Compensation**

Pape-Dawson's compensation for the above services is a lump sum in the amount of **\$73,350** for the services identified above. This budget figure includes any Direct Expenses (defined below) and applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.



Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services.

**Agreement**

Upon the signing of this Proposal by Client, this Proposal to be governed by the attached Master Agreement for Professional Engineering Services by and between Client and Engineer, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein. Conflicts between the Master Agreement and this Proposal to be governed and controlled by this Proposal.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson will provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,  
Pape-Dawson Engineers, Inc.

IDCUS, INC. DBA IDC, INC.



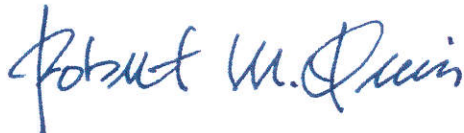
Mashhood A. Shah, P.E.  
Vice President

Signature: \_\_\_\_\_

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

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

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



Robert "Michael" Preiss, P.E.  
Managing Principal, Greater Houston

Attachments  
-Pape-Dawson Terms & Conditions

O:\Marketing\Proposals\Letters\2021\03\210312a8 (P1080-21) HOU R2.docx

**PAPE-DAWSON ENGINEERS, INC.**  
**RE: Richmond Street Improvements (The "Project")**  
**TERMS AND CONDITIONS**

PAPE-DAWSON ENGINEERS, INC., a Texas corporation, 2000 NW Loop 410, San Antonio, Texas, 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to IDCUS, Inc. dba IDC, Inc., hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

**ARTICLE 1: SERVICES**

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

**ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS**

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

**ARTICLE 3: CHANGES**

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should any of the individual tasks or services set out in the Proposal not be initiated within twelve (12) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for any such tasks or services not yet initiated.

**ARTICLE 4: THE TERM**

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal, Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

**ARTICLE 5: DUTIES**

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Subconsultants.** Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

## ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

**Compensation.** Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

**Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or Improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees.** In the event Engineers' Invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

## ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue

work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

#### ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

#### ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

#### ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

108 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

109 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

1010 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

1011 Complaints regarding surveying may be filed with the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, TX 78753.



May 25, 2021  
Proposal No: GP21-0305

Hung H. Nguyen, P.E.  
Project Manager  
**IDCUS**  
15915 Katy Freeway, Suite 300  
Houston, TX 77094

**Reference: Proposal for Geotechnical Investigation  
Reconstruction of Richmond Street  
Project Number 20118  
From FM360 (main Street) to Creek 1000-ft North of City Limits  
Fort Bend County, Texas**

Dear Mr. Nguyen,

Associated Testing Laboratories, Inc. (ATL) is pleased to submit the proposal for the above referenced project. The scope of work entails a Geotechnical Investigation in accordance with procedures and guidelines of Fort Bend County Engineering Guidelines. The project alignment is approximately 4,773-linear ft in length, see **Figure 1: Project Vicinity Map**.

### **PROJECT DESCRIPTION**

The scope of the project includes the following:

- Reconstruction of 2-lane asphalt road from FM 360 (Main street) to Creek 1000-ft North of City Limits as shown in the alignment.
- Include one (1) bridge structures over existing open-ditch drainage facilities as shown in the alignment.
- Storm Sewer System.
- Detention Pond Design (Location to be determined)



## **SCOPE OF WORK:**

The proposed scope of this geotechnical investigation will entail conducting a geotechnical investigation involving two (2) at 85-ft deep soil borings for the one (1) bridge structures, ten (10) at 15-ft for the proposed Richmond Street and two (2) at 20-ft Detention Pond borings.

The proposed complete reconstruction of Richmond street, utilities and drainage within existing ROW is located along the Richmond Street from FM360 (Main Street) to Creek 1000-ft North and includes one (1) bridge structures with approximately 60 feet length.

ATL will provide bridge foundation design recommendations (including feasible foundation type, allowable bearing capacity curves), and construction recommendations for the proposed bridge foundation.

ATL will also provide recommendations for the proposed construction of the FBC Pavement Structure, embankments, including preparation of the foundation soils, foundation soils, bearing capacity, settlement analyses and construction recommendations for the embankments.

The scope of the project also includes construction of the streets along the project alignments, and the installation of a roadside ditch and storm sewers, at estimated depths ranging from 8 to 10 feet below existing grade by open cut and/or trenchless techniques.

## **GEOTECHNICAL INVESTIGATION**

### **Field Exploration**

*ATL performed site reconnaissance. Project alignment will be accessible with our truck-mounted drill rig, and Peace officer and flag man with control signs and cones will be at site during drilling operation for work personnel safety.*

Based on the Boring Depth and Frequency Requirements provided, ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site boring location plan as presented in **Figure 2: Proposed Boring Location.**

<b>Boring</b>	<b>Total No</b>	<b>Depth (ft)</b>	<b>Total Depth (ft)</b>
Bridge Borings B-9 & B-10	2	85	170
Road Borings: B-5 through B-16	10	15	150
Detention Pond Borings: B-13 & B-14	2	20	40
Piezometers: PZ-1(B-9), PZ-2(B-13)	2	50 & 20	*70
<b>TOTAL DEPTH OF BORINGS DRILLED</b>			<b>360 LF</b>

*\*Borings B-9 & B-13 will be converted piezometers after sampling and drilling.*



Soil samples will be obtained continuously to a depth of 20-ft Standard Penetration Tests (SPT) will be performed in sands, if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.

Depth to ground water will be important for the design and construction of this project. For this reason, the borings will be drilled dry and the depth at which groundwater is encountered will be recorded. The boreholes will be grouted with cement-bentonite slurry after the completion of drilling and sampling.

#### **Laboratory Testing**

Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, and total unit weight tests. For the drainage canals side slopes, we require advanced testing for slope stability analysis such as Consolidated-undrained Triaxial test, and soil dispersiveness tests (double hydrometer Test, Crumb Tests).

All laboratory tests will be performed in accordance with appropriate ASTM standards. We will keep the samples for 30 days after the final report is presented. We will discard the samples after that time, unless instructed otherwise.

#### **Engineering Analyses and Reporting**

The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented, and recommendations made in accordance with the Fort Bend County Engineering Guidelines. The following geotechnical information and recommendations will be provided:

- Generalized soils stratigraphy.
- Piezometer installation and groundwater measurements
- Preliminary fault review based on the review of the available fault maps.
- Excavation and trench construction and safety requirements
- Recommendations regarding bedding and backfill for utilities construction. Loads on buried pipes including dead and live loads (vehicle loads)
- Recommendations for feasible foundation type(s) for the proposed bridge structure, allowable foundation bearing capacities, and foundation construction.
- Conduct analyses to estimate the settlement of the proposed embankments. Provide recommendations for foundation soils preparation and improvements, allowable foundation soils' bearing capacity, and measures to mitigate long term settlement for the proposed embankment construction.
- Recommendations regarding paving including thickness and reinforcement design, subgrade preparation and stabilization, pavement construction.
- Storm sewer installations
- Detention pond & Drainage canals side slopes. Slope stability analyses for short-term, rapid



drawdown and long-term conditions

- Soil dispersiveness

One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. One (1) copies of final report and an electronic copy (PDF) of the final report will also be issued.

### **COST ESTIMATE**

Based on the scope of work outlined above, we estimate the cost for field, laboratory, and engineering services for the geotechnical services presented in this proposal to be **\$67,556.00 (including additional cost items totaling \$6,816.00 for site clearing and Coring of pavement, Flagman & Peace Officer allowance).**

The cost estimates using the estimated project quantities and requirements are presented in the enclosed **Itemized Geotechnical Fee Estimate** spreadsheets. This estimate assumes: underground utilities at proposed boring locations will be cleared by One Call Service and/or private property maintenance personnel; boring locations and elevations will be surveyed by others; and that the sites will be accessible to our truck-mounted equipment. Environmental sampling/ handling/ transportation/ disposal are not in the scope of this project.

### **TIME SCHEDULES**

We estimated that the fieldwork can be started shortly after authorization is received. The actual drilling work is expected to take about 1 week, assuming no delays in permission to access the sites. The laboratory testing will take approximately 2 to 4 weeks. Weather permitting, we anticipate submitting a draft report about 5 to 7 weeks after completion of all laboratory testing. A final report will be issued about 1 week after receiving your review comments.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

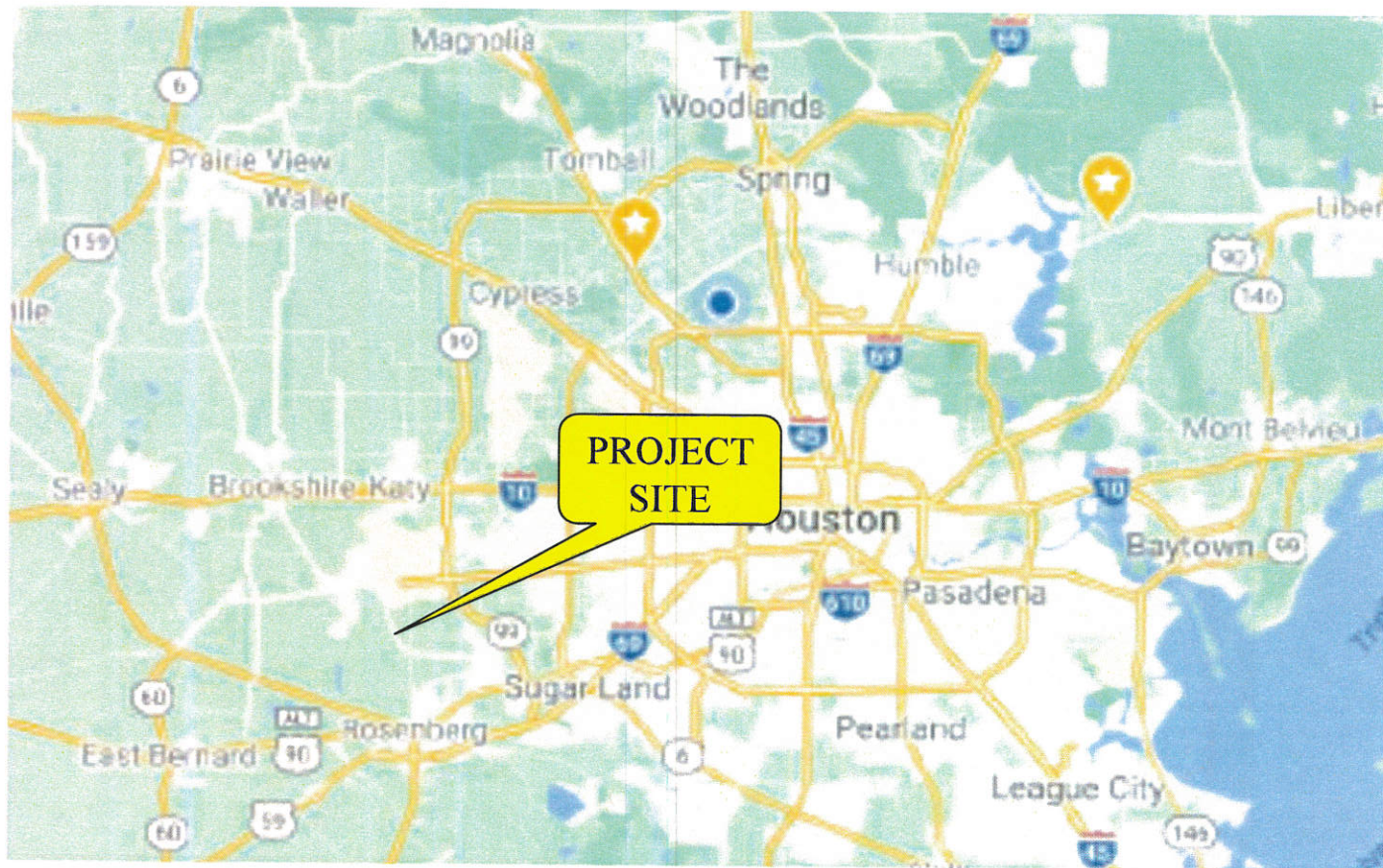
Very truly yours,  
ASSOCIATED TESTING LABORATORIES, INC.




Nutan V. Palla, Ph.D., P.E.  
Director, Geotechnical Services

#### Enclosures:

- Figure 1: Project Vicinity – Location Map
- Figure 2: Proposed Boring Location
- Itemized Geotechnical Fee Estimates



<b>Proposal:</b> Reconstruction of Richmond Street From FM 360 (Main St.) to Creek 1000-ft North of City Limits Fort Bend County, Texas	<b>ASSOCIATED TESTING LABORATORIES</b> 	Proposal No.: GP21-0305
<b>Client:</b> IDCUS Katy, Texas	Vicinity Map	FIGURE 1







**Geotechnical Investigation Proposal**

Richmond Road - From FM 360 (Main Street) to Creek 1000-ft of North

Fort Bend County, Texas

ATL Proposal No. GP21-0305

May 25, 2021

**ITEMIZED GEOECHANICAL FEE ESTIMATE**

Borings: 2@85', 10@15', &amp; 2@20' (360 LF); Piezometers: 1@50' &amp; 1@20' (70 LF)

<b>A. FIELD EXPLORATION</b>				
	<b>Qty.</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
Mobilization/Demobilization (Truck Rig)	1	LS	\$500.00	\$500.00
Technician for Staking, Utilities Clearance, Coordination	16	hrs.	\$50.00	\$800.00
Soil Drilling and Sampling (continuous 20 ft.)	230	ft.	\$25.00	\$5,750.00
Soil Drilling and Sampling (continuous; >50')	0	ft.	\$24.00	\$0.00
Soil Drilling and Sampling ( intermittent 20 to 50 ft)	60	ft.	\$23.00	\$1,380.00
Soil Drilling and Sampling (intermittent; over 50' )	70	ft.	\$25.00	\$1,750.00
THD Texas Cone Penetrometer Test Sampling	0	ea.	\$31.00	\$0.00
Grouting Holes	360	ft.	\$8.00	\$2,880.00
Piezometer Installation	70	ft.	\$16.00	\$1,120.00
Piezometer Abandonment	70	ft.	\$14.00	\$980.00
24-Hour, 7- and 30-day PZ Water Level Readings	16	hrs.	\$50.00	\$800.00
Vehicle Charge	16	hrs.	\$10.00	\$160.00
				<b>\$16,120.00</b>
<b>B. GEOTECHNICAL LABORATORY TESTING</b>				
	<b>Qty.</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
Moisture Content (ASTM D-2216)	146	ea.	\$9.00	\$1,314.00
Atterberg Limits (ASTM D-4318)	75	ea.	\$60.00	\$4,500.00
Passing No. 200 Sieve (ASTM D-1140)	75	ea.	\$46.00	\$3,450.00
Unconfined Compression (ASTM D-2166)	16	ea.	\$44.00	\$704.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	64	ea.	\$61.00	\$3,904.00
Consolidated-Undrained Triaxial Test (ASTM D-4767) *3-stage w/3	4	sets	\$1,800.00	\$7,200.00
Double Hydrometer Tests (ASTM D-4221), with D <sub>90</sub> and D <sub>50</sub>	4	ea.	\$250.00	\$1,000.00
Crumb Tests (ASTM D-6572)	20	ea.	\$43.00	\$860.00
Specific Gravity (ASTM D 854)	4	ea.	\$67.00	\$268.00
			<b>SUBTOTAL</b>	<b>\$23,200.00</b>
<b>C. ANALYSES &amp; REPORT PREPARATION</b>				
	<b>Qty.</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
Senior Engineer-Project Manager (P.E.)	8	hrs.	\$150.00	\$1,200.00
Project Engineer (P.E.)	72	hrs.	\$105.00	\$7,560.00
Civil Engineer	60	hrs.	\$83.00	\$4,980.00
Draftsman	64	hrs.	\$60.00	\$3,840.00
Word Processor	64	hrs.	\$60.00	\$3,840.00
			<b>SUBTOTAL</b>	<b>\$21,420.00</b>
<b>D. ALLOWANCES</b>				
	<b>Qty.</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount</b>
Mobilization/Demobilization (ATV rig), Surcharge	0	LS	\$132.00	\$0.00
Soil Drilling and Sampling (Surcharge for drilling using ATV rig)	0	ft.	\$6.00	\$0.00
Pavement Coring and Patching (up to 6 inches thick)	14	ea.	\$90.00	\$1,260.00
Pavement Coring and Patching ( > 6 inches thick)	84	in.	\$9.00	\$756.00
Traffic Control Equipment (low volume traffic)	0	days	\$122.00	\$0.00
Peace Officer	40	hrs.	\$60.00	\$2,400.00
Flagman	80	hrs.	\$30.00	\$2,400.00
			<b>SUBTOTAL</b>	<b>\$6,816.00</b>
<b>TOTAL ESTIMATED FEE (INCLUDING ALLOWANCES)</b>				<b>\$67,556.00</b>
<b>TOTAL ESTIMATED FEE (WITHOUT ALLOWANCES)</b>				<b>\$60,740.00</b>

\*Single sample test



May 24, 2021  
P43604

IDCUS  
15915 Katy Freeway, Suite 300  
Houston, TX 77094

**Attn: Mr. Hung Nguyen, P.E.**

**Re: Proposal for Professional Engineering Services  
Fort Bend County Precinct 1 - Richmond Street**

Dear Mr. Nguyen:

Halff Associates, Inc. (Halff) is pleased to present our proposal for Professional Engineering services for the Richmond Street project in support of the 2020 Fort Bend County Mobility Bond Program. The project consists of converting approximately 4,800 LF of Richmond Street from an existing 2-lane asphalt road to a 3-lane concrete curb and gutter section beginning at Main Street and continuing north. The project includes the reconstruction of an existing bridge on the north end of the project.

We have developed the attached scope of services and fee estimate based the email request on March 17, 2021. The scope of services includes the cost of designing the Traffic Control Plan and Signing and Pavement Markings, cost estimating, and limited construction phase services. This scope is further detailed in the scope of services document, Exhibit A. The total estimated fee for this scope of work is \$80,840.00 which is detailed in Exhibit B.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our continued association on this project will be mutually beneficial. Please feel free to contact me if you have any questions or comments concerning this matter.

Sincerely,  
**Halff Associates, Inc.**

A handwritten signature in black ink, appearing to read "Michael Barbier", is written over a light blue horizontal line.

Michael Barbier, PE  
Vice President  
Operations Manager, Houston



**SCOPE OF SERVICES  
RICHMOND STREET  
From Main Street to 1,700 Ft South of Baker Road  
EXHIBIT A  
SERVICES TO BE PROVIDED BY THE SUBCONSULTANT - HALFF**

The work to be performed by the SUBCONSULTANT shall consist of providing engineering services required for the preparation of plans, specifications and estimates and related documents for converting Richmond Street (approx. 4,800 LF) from a two (2) lane asphalt roadway to a three (3) lane concrete curb and gutter roadway. As specified by the Prime Design Consultant (IDCUS), the SUBCONSULTANT services include preparing pavement marking and signage plans, traffic control plans, and a cost estimate for related items to support the design process for Richmond Street.

**100. Design Phase Services**

The SUBCONSULTANT will prepare construction drawings for Traffic Control Plans and Pavement Marking and Signage Plans. Interim submittals will be made at 70% and 95% completion.

All engineering design, plans, specifications, and construction procedures will follow the usual practices and in conformance with FORT BEND COUNTY Project Procedures and Design Criteria Manual.

70 Percent Submittal

The 70% submittal will include a traffic control plan and cost estimate. The traffic control plan sheets will include the following:

- Advanced warning signage layout
- Traffic control phasing narrative
- Phasing and traffic control plan sheets (traffic control will avoid detours unless approved by the County).
  - Phasing will include minimum of two (2) phases, including approximately 6 sheets per phase. In order to reduce traffic impacts, the phases may be split into separate steps, which will increase the number of sheets per phase.
  - The SUBCONSULTANT will coordinate with the bridge design professionals to determine appropriate phasing for bridge.
- Construction zone standard details.

95 Percent Submittal

The 95% submittal will include revisions to the traffic control plan from the previous submittal review. The submittal also includes pavement marking and signage plans. The engineer will provide a cost estimate including applicable quantities from traffic control plan and pavement marking and signage plans. The SUBCONSULTANT will include a

matrix showing 60% comments and responses. The pavement marking and signage plan sheets will include the following:

- Pavement markings and signs shown on plan sheets.
- Construction zone standard details.

#### 100 Percent Submittal

The 100% submittal will include revisions to the traffic control plan, pavement marking and signage plans, and cost estimate. The SUBCONSULTANT will include a matrix showing 90% comments and responses. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

#### COMPENSATION

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

#### **200. Construction Phase Services**

The SUBCONSULTANT will attend a pre-construction meeting with the County, Project Manager, general contractor, and construction materials testing contractor, if necessary.

The Prime Design Consultant will be responsible for reviewing contractor submittals and responding to Requests for Information. Items related to the Traffic Control Plans and Pavement Marking and Signage Plans will be forwarded to the SUBCONSULTANT for review.

#### COMPENSATION

All bid and construction phase services will be paid on a time-and-materials basis. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the Prime Design Consultant.

#### **Assumptions and Exclusions:**

1. Assume the Prime Design Consultant will provide CAD files for the following: survey base files, roadway alignment, paving limits, drainage design, typical sections, etc. for the proposed roadway.
2. Assume the Prime Design Consultant will provide any reports that are necessary to complete the tasks included in this scope.
3. The Prime Design Consultant will provide any template files necessary for plan sheet production.
4. The SUBCONSULTANT will provide quantities and estimated construction cost for the items related to the Traffic Control Plans and Pavement Marking and Signage Plans to the Prime Design Consultant to be included in the overall project cost estimate.

5. Small roadside signs are the only proposed signage included in this scope. All large signs or new/special sign designs are excluded.
6. Bid Phase Services are excluded from this scope.
7. Owner requested field/design changes during construction that are not as a result of design error or omission are excluded from this scope.
8. The SUBCONSULTANT will not participate in progress meetings or site visits.
9. The SUBCONSULTANT will not participate in a substantial completion walkthrough.
10. The Prime Design Consultant will provide updated FORT BEND COUNTY standard details, specifications, bid item lists, etc., as necessary.

**COMPENSATION FOR PROFESSIONAL SERVICES**  
**RICHMOND STREET**  
**From Main Street to 1,700 Ft South of Baker Road**  
**EXHIBIT B**

<b>100</b>	<b>Design Phase Services - LS</b>		<b>\$77,520.00</b>
	Traffic Control Sheets	\$35,170.00	
	Pavement Marking and Signage Sheets	\$21,430.00	
	Project Management, Meetings, Cost Estimate, etc.	\$20,920.00	
<b>200</b>	<b>Bid and Construction Phase Services - T&amp;M</b>		<b>\$3,320.00</b>

<b>SUBTOTAL BASIC SERVICES:</b>	<b>\$80,840.00</b>
---------------------------------	--------------------







1904 W Grand Parkway N, Suite 100, Katy, Texas 77449  
t 713.953.5200 f 713.953.5026 LJA.com TBPE F-1386

---

April 14, 2021

## PROPOSAL

Hung Nguyen, PE  
IDCUS, Inc.  
15915 Katy Freeway, Suite 300  
Houston, TX 77094

Re: Richmond Street Bridge Design Proposal

Dear Mr. Nguyen:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide preliminary engineering and final design services for the replacement of the Fairchilds Creek Bridge on Richmond Street in Precinct 1. The project scope of work (further outlined in Attachment A) will be to design the 3-lane single span bridge crossing.

### COMPENSATION

- Our lump sum compensation for professional services associated with the completion of the bridge layout for inclusion in the preliminary engineering report (PER) for this project is \$5,000.
- Our lump sum compensation for professional services associated with the completion of the final design for the bridge including structural detailing and quantities for this bridge is \$52,000.
- Additional Services will include Construction Phase Services and will be used on a T&M basis not to exceed \$5,000 without prior approval by the County.

An outlined scope of work is included as Attachment A. The detailed breakdown of our expected level of effort estimate for the LJA team is included as attachment B.

### SCHEDULE

We will begin the project immediately upon receipt of notice to proceed and we expect these efforts to be completed in 12 months.

LJA appreciates the opportunity to continue working with Fort Bend County on this critical infrastructure project. If you have any questions regarding this proposal, please contact me on my cellphone at 713.391.7966 or by email at [JRBaker@LJA.com](mailto:JRBaker@LJA.com).

Sincerely,

A handwritten signature in blue ink, appearing to be 'JRB', is positioned above the printed name.

James R. Baker, PE  
Vice President  
JB/pa

Attachments A,B,C

## Scope of Services

**Roadway:** Richmond Street  
**County:** Fort Bend County Precinct 1  
**Limits:** PS&E for Fairchilds Creek Bridge at Richmond Street.

- A. General Work Description:** Develop Bridge Layout for inclusion in Preliminary Engineering Report, 70%, 95% and 100% plans, specifications, and estimates (PS&E) to develop the Fairchilds Creek Bridge at Richmond Street. The typical section will consist of 3-lanes.
- B. Standards and Specifications:** Design will be based on the Fort Bend County Engineering Design Manual, August 2020 Draft
- C. Meetings:**
  - a. Kickoff meeting with prime consultant, 1 meeting
  - b. Team Coordination meetings (6 meetings)
  - c. Milestone Meetings (4 meetings)
- D. PS&E Development**
  - a. Data Collection
    - i. Review as-built plans for the existing bridge if available
    - ii. Review the H&H report and coordinate with the H&H engineer
    - iii. Review the geotechnical report and coordinate with the Geotechnical engineer.
  - b. Bridge -- one bridge at Fairchilds Creek
    - i. Bridge Layout
    - ii. Estimated Quantities and Bearing Seat Elevations
    - iii. Abutment
    - iv. Girder Layout
    - v. Slab Plan and Section
    - vi. Prestressed Concrete I-Girder Designs
    - vii. Bridge Standards
  - c. Bridge Demolition Plan of the Existing Bridge
  - d. Bridge Foundation Design
  - e. Bridge Specifications and General Notes
  - f. Bridge Construction cost estimate
- E. PS&E QA/QC and Comment Resolution at PER, 70%, 95% and 100%**
  - a. Respond to QA/QC comments
- F. PS&E Development Schedule**
  - a. PER Submittal TBD
  - b. 70% Submittal TBD
  - c. 95% Submittal TBD
  - d. 100% Submittal TBD
- G. Construction Phase Services**
  - a. Attend preconstruction meeting
  - b. Review shop drawings
  - c. Answer RFIs (10 max)
  - d. Prepare or review Change Orders (2 max)

RICHMOND ST BRIDGE

ATTACHMENT B - FEE SUMMARY

TASK DESCRIPTION	STRUCTURAL VP	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	EST	SENIOR CADD OPERATOR	CADD OPERATOR	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
							0	NA	NA	NA
<b>BRIDGE DESIGN</b>										
Richmond St. Bridge at Fairchilds Creek										
<b>DATA COLLECTION</b>							0	SHEET	0	
Review as-built plans	2	2					4	SHEET	0	
Review the H&H report and coordinate with the H&H engineer	2	4					6	SHEET	0	
Review the geotechnical report and coordinate with the Geotech	2	4					6	SHEET	0	
							0	SHEET	0	
<b>PRELIMINARY ENGINEERING REPORT</b>							0	SHEET	0	
Preliminary Bridge Layout	2	2	4	8	4	16	36	SHEET	1	36
							0	SHEET	0	
<b>BRIDGE DESIGN</b>							0	SHEET	0	
Finalize Bridge Layout	1	2	2	4	2	6	17	SHEET	1	17
EQ and Bearing Seat Elevations	2	2	2	4	2	20	30	SHEET	1	30
Abutment Plan and Elevation	1	2	4	4	2	16	25	SHEET	1	25
Abutment Details	1	2	4	4	2	20	29	SHEET	1	29
Girder Layout	1	1	2	2	2	14	20	SHEET	1	20
Slab Plan and Elevation	2	2	4	4	2	20	30	SHEET	1	30
Prestressed Concrete I-Girder Designs	1	2	4				7	SHEET	0	
Bridge Standards	1	2	4	4	2	5	17	SHEET	8	2
Bridge Demolition Plan of the Existing Bridge	2	4	8	4	4	16	34	SHEET	1	34
Bridge Foundation Design	1	2	4				7	SHEET	0	
							0	SHEET	0	
<b>PROJECT SPECIFICATIONS AND GENERAL NOTES</b>		4	8	8			20	SHEET	0	
CONSTRUCTION COST ESTIMATE (at Prelim. 70%, 95%, 100%)	2	4	6	8			20	SHEET	0	
<b>PROJECT MANAGEMENT</b>										
MILESTONE SUBMITTAL PREPARATION (PRELIM, 70%, 95%, 100%)	2	2	4	6		8	22	NA	0	
<b>COORDINATION MEETING</b>							0	NA	0	
Kickoff meeting with Prime Consultant (1 meeting)	2	2					4	NA	0	
Team Coordination Meetings (6 meetings)	6	6					12	NA	0	
Milestone Meetings (4 meetings)	4	4					8	NA	0	
							0	NA	0	
<b>CONSTRUCTION PHASE SERVICES</b>										
Attend Preconstruction Meeting		2					2	NA	0	
Shop Plan Review		2	2	2			6	NA	0	
Contractor Questions and RFIs (10 max)		4	4				8	NA	0	
Prepare or review Change Orders (2 max)		2	6		2	6	16	NA	0	
<b>HOURS SUB-TOTALS</b>	25	58	55	74	24	150	386		16	
<b>CONTRACT RATE PER HOUR</b>	\$260.00	\$210.00	\$185.00	\$135.00	\$125.00	\$110.00			# OF SHEETS	
<b>TOTAL LABOR COSTS</b>	\$6,500.00	\$12,180.00	\$10,175.00	\$9,980.00	\$3,000.00	\$16,500.00	\$58,345.00			
<b>LABOR SUBTOTAL</b>							\$58,345.00			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT				
Overnight mail - letter size		each	\$20.00				\$0.00
Overnight mail - oversized box		each	\$30.00				\$0.00
Photocopies B/W (8.5 x 11)		each	\$0.10				\$0.00
Photocopies B/W (11 x 17)		each	\$0.20				\$0.00
Mileage		each	\$0.54				\$0.00
<b>SUBTOTAL DIRECT EXPENSES</b>							\$0.00

SUMMARY	
TOTAL LABOR COSTS	\$58,345.00
SUBCONSULTANTS WITH 10% MARKUP	
OTHER DIRECT EXPENSES	\$0.00
<b>TOTAL</b>	<b>\$58,345.00</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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

IDCUS Inc.  
Houston, TX United States

**Certificate Number:**  
2021-772346

**Date Filed:**  
06/29/2021

**Date Acknowledged:**  
07/13/2021

**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

**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. 20118  
Agreement for Professional Engineering Services-  
No. 20118

2020 Mobility Bond Program – Project

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)