

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(West Airport Blvd. at SH6 Intersection Improvements - Project No. 20402)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and KCI Technologies, Inc., ("Consultant"), a corporation duly authorized to conduct business in the state of Texas. County and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, County desires for Consultant to provide professional engineering services for intersection improvements to West Airport Boulevard at State Highway 6 – Mobility Bond Project No. 20402 (hereinafter “Services”); and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Consultant is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services for County; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Consultant shall render services to County as defined in Consultant's Proposal dated September 21, 2023 (hereinafter, the "Services") attached hereto as "Exhibit A" and incorporated by reference for all intents and purposes.

3. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Consultant's receipt of Notice to Proceed and shall end no later than December 31, 2026. Consultant shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.
4. **Compensation and Payment Terms.**
 - (a) Consultant's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Consultant for the Services performed under this Agreement is Two Hundred Fifty Seven Thousand One Hundred Eleven and 00/100 Dollars (\$257,111.00). In no event shall the amount paid by County to Consultant under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) Consultant understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (c) 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.
5. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Two Hundred Fifty Seven Thousand One Hundred Eleven and 00/100 Dollars (\$257,111.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 Two Hundred Fifty Seven Thousand One Hundred Eleven and 00/100 Dollars (\$257,111.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. 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 under this Agreement

shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Fifty Seven Thousand One Hundred Eleven and 00/100 Dollars (\$257,111.00).

6. **Non-appropriation.** Consultant understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Consultant in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Consultant.
8. **Insurance.** 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 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:
 - (a) Workers' Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.
 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than \$1,000,000.

County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Consultant shall contain a waiver of subrogation in favor of County.

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 Agreement 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 the work under this Agreement is completed.

Consultant shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Consultant.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL. CONSULTANT SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
10. **Public Information Act.** Consultant expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Consultant for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Consultant expressly marked as proprietary or confidential. County shall not be liable to Consultant for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the

direction of the Texas Attorney General. Consultant further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Consultant in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Consultant.** 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 Consultant. 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.
13. **Use of Customer Name.** Consultant may use County's name without County's prior written consent only in Consultant's customer lists. Any other use of County's name by Consultant must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Consultant represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the 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 Services when and as required and without delays.

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 or agent of Consultant who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Consultant shall comply with, and will require that all Consultant's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Consultant in writing, including

security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** 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.

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.

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.

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

17. **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 or termination of this Agreement. Consultant shall promptly furnish all such data and material to County on request.
18. **Inspection of Books and Records.** Consultant shall 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 such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Consultant shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant. Upon termination of this Agreement by County, Consultant shall be paid in accordance with Section 4, 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 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other inability of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Consultant may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Consultant each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Consultant release any material or information developed or received during the performance of Services hereunder unless Consultant obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street,
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Consultant: KCI Technologies, Inc.
15021 Katy Freeway
Suite 200
Houston, Texas 77094

25. **Performance Representation.** Consultant represents to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Consultant shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions

regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and

each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Consultant hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS


County Judge KP George

KP George, County Judge

12.5.23

Date

ATTEST:


Laura Richard, County Clerk



KCI TECHNOLOGIES, INC.

DocuSigned by:

BA788F8CEC704E2

Authorized Agent – Signature

Garland Galm

Authorized Agent- Printed Name


Vice President

Title

11/15/2023


Date

APPROVED:


J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 257,111.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Follows Behind)



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

15021 Katy Freeway, Suite 200 • Houston, Texas 77094 • Phone 832-975-1565

September 21, 2023

Mr. Stacy Slawinski, P.E.
County Engineer
301 Jackson St, 1st floor
Richmond, Texas 77469

Re: **20402 – West Airport Blvd. at SH 6**
West Airport Blvd. at SH 6 intersection improvements

Dear Mr. Slawinski:

KCI Technologies, Inc. is pleased to present this proposal for the supplemental engineering services for the above referenced project.

1.0 PROJECT INFORMATION

We understand the project involves the proposed intersection improvements for West Airport Boulevard at State Highway 6.

The work to be performed by the Engineer under this contract consists of providing preliminary and final design services for the project, coordination with County and County designated Program Manager, and preparation of construction documents containing plans, specifications and details pertaining to paving, grading, drainage, storm sewers, storm water pollution prevention, traffic signal modification, pavement markings, sequence of construction and traffic control plans, construction cost estimate and time of construction estimate. Supplementary topographic survey and ROW documents, and Geotechnical engineering services will be provided by Engineer's sub-consultants.

2.0 SCOPE OF SERVICES

See Attachment A for Scope of Services.

3.0 COMPENSATION

For the scope of services outlined in this letter, we submit a cost not to exceed \$257,111.00. Attachments provide a scope of services, a breakdown of man-hours and budget requirements for individual tasks associated with the project, schedule, and scope and fee proposals for the sub-consultants.

We appreciate the opportunity to submit this proposal for your consideration.

Sincerely,



Wade Zhao, P.E.

9/21/2023

Date

Approved

FORT BEND COUNTY

Date

EXHIBIT A – SCOPE OF SERVICES

WEST AIRPORT BLVD AT SH6

PROJECT 20402

FORT BEND COUNTY, PRECINCT 4

Project Overview

The work to be performed by the Engineer under this contract consists of providing preliminary design and final design services for the project, coordination with County and/or County designated Program Management Consultant (PMC), and preparation of construction documents containing plans, specifications and details pertaining to paving, grading, drainage, traffic signal, pavement marking and signing, storm water pollution prevention, sequence of construction and traffic control plans, construction cost estimate and time of construction estimate. Supplementary topographic survey and ROW documents, and Geotechnical engineering services will be provided by the County or by Engineer's sub-consultants.

The West Airport Boulevard at SH6 project area is located in Precinct 4 of Fort Bend County. West Airport Boulevard is a four-lane boulevard section thoroughfare running east west direction. State Highway 6 in the area is a six-lane divided roadway facility. The proposed improvements include adding exclusive right turn lanes, modifying medians, repaving the intersection, modifying traffic signal system, and modifying existing storm sewers.

The Engineer, KCI Technologies Inc (KCI), with subconsultants (Amani for topographic survey and ROW mapping) to perform the subject engineering services. Besides providing contracted engineering services, KCI is responsible for general management of the project and coordinating the work of subconsultants. KCI will review subconsultants' work and be satisfied with its quality before submitting it to Fort Bend County and/or Program Management Consultant (LJA) for review. KCI will also ensure that the subconsultants adhere to the schedule. This contract shall cover the Preliminary Design, Design, Bid Phase, and Construction Phases of this project as described below:

A. Preliminary Design Phase

The Preliminary Design Phase shall include the preparation and approval of reports necessary to support the recommendations and design of the roadway, drainage system, and all appurtenances included, but not limited to,

Topographic survey, Right-of-Way (ROW) mapping, and Drainage Studies.

As a result of the study, a Preliminary Engineering Report will be generated. The Report shall serve as a summary document that incorporates necessary recommendations from the supporting investigative reports, results from the working meetings with Fort Bend County, as well as approvals and final recommendations from the project team's efforts. The document will serve as the outline and framework for the design phase, addressing the major design issues and concerns that affect the roadway drainage design and supporting infrastructure.

1. Topographic Survey and ROW Mapping (Sub)

Topographic survey has been completed by another consultant under a separate contract. FBC and PMC will coordinate for the survey work supplied to KCI. ROW Mapping will be provided by a sub-consultant (presumed the same consultant performing the topographic survey). ROW mapping and additional survey, if needed, will be provided under this contract.

2. Drainage Analysis and Exhibits

A Drainage Impact Study will be performed for the project. The Drainage Impact Study will analyze the impacts associated with the proposed roadway improvements and culvert extensions, and will present the existing site conditions, drainage patterns and existing drainage infrastructure; proposed project impacts, proposed drainage feature, and probably construction costs (including ROW). The findings will be summarized and provided in drainage exhibits as part of the Preliminary Engineering Report.

- 1) Perform an analysis to define existing drainage areas and drainage patterns along the roadway and evaluate changes to the existing conditions as a result of the proposed roadway alignments. Evaluate sheet flow drainage patterns versus runoff defined by the existing drainage areas based on LiDAR topography and FBC drainage criteria.
- 2) The impact study will be focusing on drainage impact caused by the increased impervious areas under proposed conditions. Considering the size and scopes of the project, upsizing of culverts will not be evaluated as drainage improvement option, and Atlas-14 data will not be used in analysis. The outcome of the drainage study will be presented for approval by Fort Bend County Drainage District.

- 3) This task will include a drainage exhibits detailing “no adverse impact” for the proposed improvements. This drainage exhibits will utilize FBC criteria to establish pre and post improvement conditions and identify how potential impacts are addressed.

3. Preliminary Design Phase Deliverables:

The Study Phase Deliverables are to include the following:

- 1) Exhibits, including intersection layouts, lane configurations, traffic signal layout, and sight triangles
- 2) Survey Control Map (provided by FBC)
- 3) Existing Right-of-Way (ROW) and Topographic Survey (Topo) Map
- 4) Drainage exhibits
- 5) Geotechnical Report (provided by FBC)
- 6) Utility Conflict Table
- 7) Preliminary Cost Estimate
- 8) Preliminary Engineering Report (PER, draft and final)
- 9) PER Presentation

4. Preliminary Design Phase Project Management

KCI will provide general project management services throughout the Preliminary Design Phase, including:

- 1) Monthly progress reports and billings oversight
- 2) Progress meetings (assumed bi-weekly)
- 3) Special tasks or information requests from the FBC/PMC or other FBC senior staff.
- 4) Sub-Consultant Management/Coordination.
- 5) Review and comment on third party development applications as they relate to the project.

5. Preliminary Engineering Report Presentation

Depending on Fort Bend County Engineering Department staff input with review of presentation exhibits, the presentation items will be refined as needed for the sub-sequent PER Presentation.

6. Preliminary Engineering Report

After the PER Presentation, a final Preliminary Engineering Report will be prepared to include exhibits, supporting reports, and final recommendations. Any remaining issues identified by the project team or Fort Bend County during the final preparation of the final study report, will require a decision from Fort Bend County prior to final Preliminary Engineering Report submittal.

7. Geotechnical Report

Geotechnical Services and Geotechnical Report for the project have been completed under a separate contract with another consultant. FBC and PMC will coordinate for the survey work supplied to KCI. Additional services will be provided under this contract, if needed.

B. Design Phase

The Design Phase will use the alignment and layout conceptual design developed during the Preliminary Design Phase and will further develop the geometric plan and profile designs and other final design details to bring the design drawings to a bid ready level of detail.

1. Roadway Design

- 1) Prepare existing typical section of West Airport Blvd.
- 2) Prepare proposed typical sections of West Airport Blvd that show lane configuration and pavement structure.
- 3) Prepare project site map and horizontal alignment data sheets for West Airport Blvd, including benchmarks (1" = 100' printed half-size).
- 4) Prepare roadway plan and profile sheets (1" = 40' printed half-size).
- 5) Prepare intersection layout and grading sheets to include top of pavement elevations of the intersection (1" = 20' printed half-size).
- 6) Identify and modify as necessary standard roadway detail sheets for conformance with Fort Bend County Engineering Department standard details.

- 7) Show existing ROW with bearings and distances on plan and profile sheets for reference to ensure all proposed improvements are fully located within ROW.

2. Drainage Design

- 1) Design storm sewer/ditch systems for 2-year storm event.
- 2) Include storm sewer plan and profile data on roadway plan and profile sheets, which will include plan and profile information for storm sewers, manholes, inlets, and existing utilities.
- 3) Identify and modify as necessary standard drainage details sheets.

3. Signing and Pavement Markings

- 1) Prepare proposed layouts showing signs and pavement markings (1" = 100' – double bank printed half-size). Design of permanent signing and markings will be in accordance with Fort Bend County standards and the latest version of *Texas Manual of Uniform Traffic Control Devices for Streets and Highways*(TMUTCD).
- 2) Prepare summary of small signs. Summary will include sign number, text, size, post, anchor and mounting information.
- 3) Identify and modify as necessary standard and modified pavement marking detail sheets.

4. Signalization

- 1) Prepare existing condition sheets to reflect pre-improvement intersection condition.
- 2) Evaluate current intersection design. Modify intersection layout, add/modify pedestrian sidewalk and ramps if needed.
- 3) Modify existing traffic signal system at the intersection. Assume the signal system includes four poles, span-wire, and VIVDS vehicle detections, and pedestrian signals and push buttons. Design elements should be in accordance with latest City, County, and TxDOT policies and standards.
- 4) Prepare quantities and construction cost estimate.

- 5) Assist in obtaining TxDOT ROW permit for the intersection.

5. Traffic Control

- 1) Prepare advanced warning sign layout (1" = 400').
- 2) Prepare sequence of construction with general traffic control plan layout.
- 3) Prepare construction sequencing and traffic control plan layouts for each phase/step (1" = 100').
- 4) Identify and modify as necessary standard construction and barricade detail sheets.

6. Storm Water Pollution Prevention Plans (SW3P)

- 1) Develop SW3P Narrative.
- 2) Prepare SW3P plans (1" = 100' double bank) showing temporary control measures during each phase of construction. SW3P controls may include but are not limited to:
 - Temporary Sediment Fence
 - Rock Berms
 - Construction Entrance/Exit
 - Inlet Protection Barriers
- 3) Prepare NOI and SWMP forms/sheets, if required.

7. Miscellaneous Roadway

- 1) Prepare Title Sheet for project per FBC standard details.
- 2) Prepare Index Sheet. Index Sheet will include a listing of the required standards.
- 3) Prepare General Notes sheet and include notes applicable for grading, paving, drainage, and utilities.
- 4) Cross-Sections (1" = 40' H, 1" = 4' V) showing existing and proposed roadway sections will be prepared every 100' (at most) for the proposed roadway. The cross-sections will be generated from vertical topographic information.

- 5) Compute and tabulate construction quantities and prepare estimate. Estimates will be prepared and submitted with each review submittal.
- 6) Provide for the preparation of a geotechnical analysis report of the proposed roadway and bridges.

8. TxDOT Permits

- 1) Obtain forms of appropriate permit applications.
- 2) Prepare necessary exhibits and documents following application procedures.
- 3) Coordinate with TxDOT permit office in obtaining ROW permit, Utility permit (if required), and Signal construction permit.

9. Utility Coordination

- 1) Represent existing utilities in plan and profile.
- 2) Update utility contact and conflict table.
- 3) Signature block: Attend utility coordination meetings and route completed plans for final signatures if required.

10. Design Phase Meetings

- 1) Traffic Control Meeting
- 2) 70% submittal review
- 3) 95% submittal review
- 4) 100% submittal review

11. Deliverables (70%, 95%, and final 100% submittals)

- 1) 70% submittals containing a digital copy (Adobe Acrobat format, PDF) of the drawings, specifications, and estimate. Specifically the submittal contains
 - a) Cover Sheet with a 70 percent interim seal
 - b) Sheet Index
 - c) Typical and Non-standard Cross Sections
 - d) Project Layout Sheet
 - e) Survey Control
 - f) Horizontal Alignment Data
 - g) Drainage Area Map with Hydraulic Calculations
 - h) Traffic Control Plan
 - i) Storm Water Pollution Prevention Plan
 - j) Traffic Signal and Details
 - k) Cross Sections
 - l) Specification Table of Contents (Use Harris County Specifications.
 - m) TxDOT Specifications and others to be used as necessary depending on jurisdiction).
 - n) Construction Cost Estimate (PDF and Excel format)
 - o) Bid Form (PDF and Excel format). Ensure that bid items and units match those shown in the applicable specification.
 - p) 70% Review Checklist.
 - q) KMZ file if required.

- 2) 95% submittals containing a digital copy (PDF) of the drawings, specifications, and estimate. The 95% submittal will include a 95% interim seal, and all of the 70% requirements plus the following:
 - a) General notes sheet
 - b) Verify earthwork quantities with cross sections at 100-foot intervals.
 - c) Signage and pavement marking plans
 - d) Standard construction details.
 - e) Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
 - f) Responses to 70% comments
 - g) 95% Review Checklist.
 - h) KMZ file if required

- 3) 100% submittals containing a digital copy in Adobe Acrobat format (PDF) of the drawings (sealed and signed). The 100% submittal should be considered ready for project advertisement and should include the following:
 - a) Project manual
 - b) Construction cost estimate
 - c) Responses to 95% comments
 - d) Recommended maximum number of calendar days for construction

- e) 100% Review Checklist
- f) KMZ files if required

12. Project Management

KCI will provide General Project Management Services throughout the Design Phase, including:

- 1) Monthly progress reports and invoicing
- 2) Progress meetings
- 3) Obtain all necessary agency approvals

13. QA/QC

KCI will provide quality assurance and quality control throughout the process and will include:

- 1) Routine checking of PS&E documents by the Project Manager
- 2) Close collaboration between the task leader and Project Manager to ensure all County procedures for the project are met
- 3) Regular internal review of project status
- 4) Maintain documentation of the QA/QC process

C. Bid Phase

- 1) Prepare construction bid package to include Notice to Bidders, Instruction and Information to Bidders, Bid Proposal Form, Standard Form of Agreement, Bond Forms, General Conditions, Special Conditions if any, Technical Specifications and Construction Plans, in accordance with County standards.
- 2) Attend and coordinate pre-bid meeting.
- 3) Answer Contractor questions and prepare any required addenda.

- 4) Attend bid opening, tabulate, analyze and review bids for completeness and accuracy.

D. Construction Phase

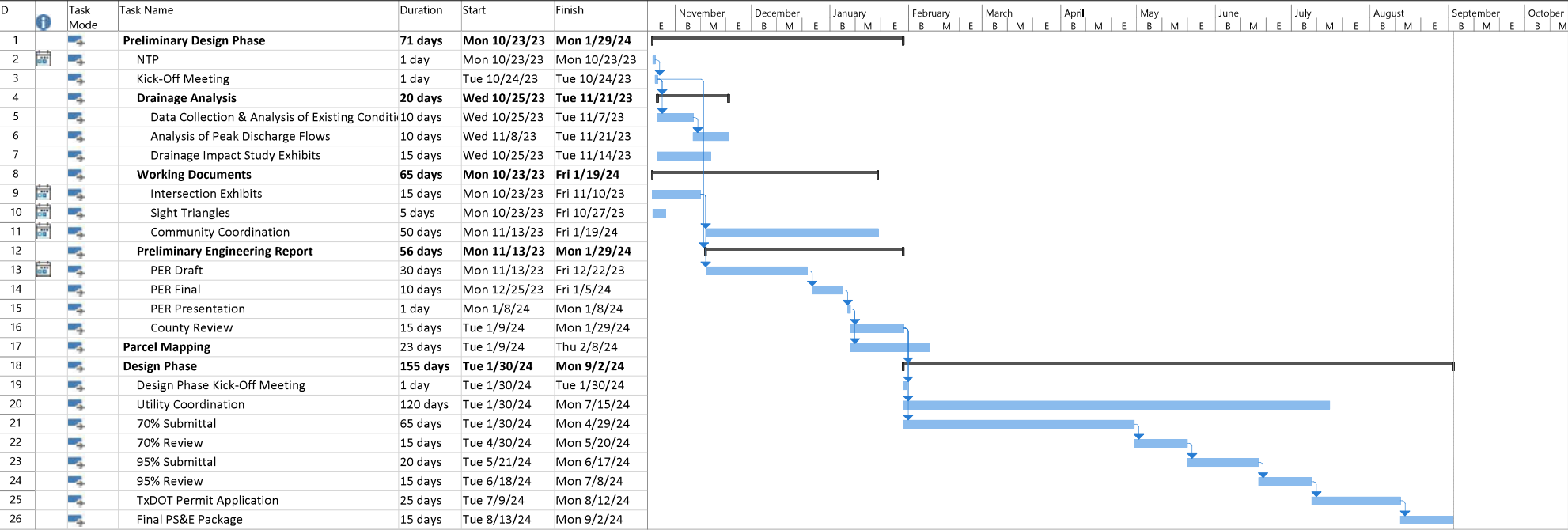
- 1) Attend a pre-construction meeting with Fort Bend County staff, Program Manager, Construction Manager, general contractor, and construction materials testing contractor. Provide drawing plan sets and project manuals at the meeting (Program Manager to provide number of sets).
- 2) Review contractor submittals and responding to Requests for Information.
- 3) Make periodic visits to the site to observe the progress and quality of the work if required.
- 4) Participate in a substantial completion walkthrough.
- 5) Prepare record drawings based on contractor as-built markups after project completion. Deliver to Fort Bend County one set of the record drawings in pdf format stamped "Record Drawings."

E. Ownership and Reuse of Documents




















In the event County, County's other contractors or subcontractors, or anyone for whom County is legally liable makes or permits to be made any changes or modifications to the documents, data, reports, research, graphic presentation materials, etc., including electronic files, without obtaining KCI's prior written consent, County assumes full responsibility for such changes or modifications, including any consequences thereof. County agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

20402 West Airport Blvd. @ SH 6

EXHIBIT B
PROJECT SCHEDULE



Project: West Airport Blvd @ SH
Date: Mon 9/11/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

"EXHIBIT C" - Compensation for Professional Services**Fort Bend County Engineering Department****West Airport Blvd. at SH 6**

Precinct 4, Project 20402

9/19/2023

Basic Services

Pre-Design Phase	\$	58,020.00
Design Phase	\$	113,319.00
Bid Phase	\$	6,930.00
Construction Phase	\$	30,342.00

Subtotal Basic Services	\$	208,611.00
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Supplemental Services and Direct Expenses

Topographic Surveying & ROW Mapping (Sub)	\$	40,000.00
Geotechnical Investigations (Sub)	\$	5,000.00
Direct Expense and Reproduction	\$	3,500.00

Subtotal Supplemental Services and Direct Expenses	\$	48,500.00
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TOTAL SERVICES	\$	257,111.00
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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.

KCI Technologies Inc
Houston, TX United States

Certificate Number:
2023-1095171

Date Filed:
11/15/2023

Date Acknowledged:
12/05/2023

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 Engineering Department

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 20402
Agreement for Professional Engineering Services 2020 Mobility Bond Program

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)