

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and Binkley & Barfield, Inc., hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Penick/Mathis Road from approximately Hebert Road to just south of Roehen Road in Waller County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 252, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. ("LJA") supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

- a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the

Engineer under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

- b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.
- c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.
- d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:
 - 1. At all critical milestones;
 - 2. At established periodic intervals; and
 - 3. Following completion of the work as a final Project record, including applicable record drawings.
- e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability

whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A (“Scope of Services”).

3. Compensation and Payment

- a. The Engineer shall be entitled to payment of the lump sum amount of **\$1,386,897.00** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County’s assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer’s responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **\$145,737.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

- (1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.
- (2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by

Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.

- b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$1,532,634.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by

stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

- b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).
- c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Engineer's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Engineer's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Engineer shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Engineer.

9. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all applicable 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, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Attachment C.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE

PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

- a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Kevin A. Mineo, Binkley & Barfield, Inc., 1710 Seamist Drive, Houston, Texas 77008, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer 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.

23. Independent Engineer

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer 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, Engineer 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 section 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, Engineer 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 section 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, Engineer 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER 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, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

ENGINEER:

WALLER COUNTY

Binkley & Barfield, Inc.

Carbett "Trey" J. Duhon III, County Judge

Kevin A. Mineo

Date

Date

ATTEST:

Debbie Hollan, County Clerk

Approved:

J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$1,532,634.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services

Penick Road

The proposed improvements include the reconstruction of an existing 2-lane asphalt roadway for 4.6 miles and maintaining the existing 2-lane configuration along three roadway segments: Penick Road, Berry Lane and Mathis Road.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with the governing drainage district and water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County criteria/design manual.

Scope of Services
Penick Road

2. Preliminary Engineering

- Perform a detailed field survey for the detailed design phase. Which includes:
 - Create control map (signed and sealed).
 - Right-of-Entry (ROE) letters (approximately 45 parcels).
 - Title commitments (all parcels abutting project ROW)
 - Topographic survey (20' beyond existing ROW)
 - Cross sections (every 100')
 - Bridge survey
 - Location of utilities - Includes 811 services, storm and san features, above ground features, subsurface utility paint marks
 - Location of boring holes from geotechnical team
- Perform detailed SUE QL A-D as noted below:
 - SUE Quality Level D
 - SUE Quality Level B
 - SUE Quality Level A
- Perform geotechnical evaluation for pavement in the final design phase via 12-10' borings. Borings will be every 1000' **which does not comply with the Waller County specifications.**
- Perform an environmental constraints evaluation and identify required approvals for the final design phase which consists of the following tasks:
 - Basic Phase 1 ESA
 - WOTUS Delineation
 - T & E Species Habitat Assessment
 - Cultural Resources Desktop Assessment
- Present a schematic roll plot with horizontal and vertical alignments.
- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).
- Evaluate ROW requirements for roadway based on preliminary cross sections.
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.
- Traffic Study – **NOT INCLUDED IN THIS SCOPE**
- Signal Warrant analysis – **NOT INCLUDED IN THIS SCOPE**
- *Perform a Drainage Analysis in the preliminary design stage to include the following:*
 - *Identify the ultimate project outfalls*

Scope of Services

Penick Road

- *Define drainage boundaries for the project*
- *Size crossing culverts using HEC-RAS and/or HY-8*
- *Provide existing vs proposed flows. Provide hydraulic analysis of the ditches for existing flows and size the proposed ditches for proposed flow.*
- *Provide Drainage Memo documenting drainage analysis.*
- Provide updated construction cost estimates based on the preliminary design.
- Provide Preliminary Engineering Report (PER, draft and final).
- Attend PER meeting at Waller County facility.
- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11"x17" sheets.
- Obtain LONOs from utilities or have utilities relocated prior to bidding.
- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.
- Prepare project title sheet and index sheet
- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo. Include hydrologic and hydraulic data.
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Storm sewer plan and profiles – **NOT INCLUDED IN THIS SCOPE**
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.

Scope of Services
Penick Road

- Signalization details. – **NOT INCLUDED IN THIS SCOPE**
- Prepare traffic control plans.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services – (Based on Specified Rate)

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.
- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

Scope of Services
Penick Road

5. Additional Services

- ROW Monumentation
 - Set ROW monuments for parcel corners adjoining ROW.
 - Rebar & Surveyor cap to be set at each location
- ROW Parcel Acquisition
 - Assume 3 parcels will require ROW acquisition
 - Incorporate Prop ROW into project ROW map
 - Prepare preliminary ROW parcel maps (includes 1 round of review)
 - Prepare ROW parcel maps and mete and bounds descriptions
 - Boundary survey will be completed and corners set for 3 parcels
 - Waller County ROW documents prepared and submitted
 - KMZ (existing and proposed)
 - ROW Taking Area Digital Submittals to GIS
- Construction Staking and Layout
 - Provide construction staking during Construction Phase
 - Schedule and Type of staking required will be dependent on the prime's overall schedule and staking requirements.

SUMMARY		
Design		\$1,386,897.00
Roadway & Drainage	Binkley & Barfield	\$ 1,038,719.00
Survey	Woolpert	\$ 208,434.00
SUE	KCI	\$ 69,992.00
Geotechnical	GEOTECH	\$ 40,297.00
Environmental	Terracon	\$ 29,455.00
Additional Services		\$145,737.00
SUE	KCI	\$ 30,906.00
ROW Parcels (3 Parcels)	Woolpert	\$ 13,200.00
Construction Phase Services - Survey	Woolpert	\$ 34,100.00
Construction Phase Services - Roadway & Drainage	Binkley & Barfield	\$ 67,531.00
TOTAL (Design)		\$1,386,897.00
TOTAL (Design + Additional Services)		\$1,532,634.00

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION	1	8		16	24					49	NA	NA	
PROJECT MEETINGS	6	24		24						54	NA	NA	
COORDINATION WITH LOCAL AGENCIES	8	24		24						56	NA	NA	
PROJECT ADMINISTRATION	24								40	64	NA	NA	
PRELIMINARY ENGINEERING													
SURVEYING COORDINATION	8	40		80					8	136	NA	NA	
SUE COORDINATION	1	16		32					8	57	NA	NA	
GEOTECH COORDINATION	1	8		8					8	25	NA	NA	
ENVIRONMENTAL CONTRAINTS EVALUATION	1	2		6						9	NA	NA	
PREPARE SCHEMATIC ROLL PLOT (2 ROLL PLOT)	2	30		60	100		80			272	ROLL PLOT	2	136
EVALUTE INTERSECTION SIGHT TRIANGLES (3 EXHIBITS)		4		12	24		12			52	SHEET	3	17
EVALUATE ROW REQUIREMENTS	1	8		16						25	NA	NA	
UTILITY COORDINATION	2	24		42	40					108	NA	NA	
DRAINAGE ANALYSIS	4	20		80	120					224	NA	NA	
DRAINAGE MEMO	2	4	10	20						36	NA	NA	
CONSTRUCTION COST ESTIMATES	4	8		48	48					108	NA	NA	
PREPARATION OF PER	2	20		60	24					106	NA	NA	
PER MEETING	4	4		4						12	NA	NA	
FINAL DESIGN													
TITLE SHEET	1	1		2	4		8			16	SHEET	1	16
INDEX SHEET	1	1		2	6		4			14	SHEET	1	14
HORIZONTAL ALIGNMENT DATA		2		2	8		8			20	SHEET	1	20
EXISTING TYPICAL SECTIONS		2		4	12		12			30	SHEET	2	15
PROPOSED TYPICAL SECTIONS	1	4		8	24		12			49	SHEET	2	25
PROJECT LAYOUT	1	2		12	20		16			51	SHEET	2	26
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)	4	160		300	480		350			1294	SHEET	44	29
INTERSECTION LAYOUTS (2)	2	4		12	28		14			60	SHEET	2	30
ROADWAY DETAILS	1	4		8	28		18			59	SHEET	2	30
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')	4	40		80	300		80			504	NA	NA	
CULVERT LAYOUT SHEETS		16		56	108					180	NA	6	30
DRAINAGE DETAILS		8		16	36					60	NA	2	30
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)		12		36	72					120	SHEET	23	5
DRAINAGE HYDRAULIC CALCS		8		24	48					80	SHEET	4	20
SIGNING AND STRIPING LAYOUTS (50 SCALE DOUBLE BANK)	4	40		80	124		124			372	SHEET	23	16
TCP LAYOUTS (50 SCALE DOUBLE BANK)	4	40		200	320		276			840	SHEET	46	18
PIPELINE STRUCTURAL DETAILS - Not included										0	NA	NA	
SW3P LAYOUTS (50 SCALE DOUBLE BANK)	4	40		60	120		100			324	SHEET	23	14
MISCELLANEOUS DETAILS	1	4		14	20		20			59	SHEET	2	30
PREPARATION OF STANDARDS		4		6	8		12			30	NA	NA	
DETAILED CONSTRUCTION COST ESTIMATE		15		25	40					80	NA	NA	
PRODUCE PROJECT MANUAL	2	6		18	24					50	NA	NA	
CONSTRUCTION PHASE SERVICES													
ADMINSTRATIVE DOCUMENTS									25	25	NA	NA	
ATTEND PRE-BID MEETING	6	6								12	NA	NA	
RESPOND TO QUESTIONS	6	12		15						33			

SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
	\$ 48,231.00
\$ 9,289.00	
\$ 12,678.00	
\$ 13,400.00	
\$ 12,864.00	
\$ -	\$ 223,460.00
\$ 28,568.00	
\$ 11,137.00	
\$ 4,705.00	
\$ 1,969.00	
\$ 48,812.00	
\$ 9,120.00	
\$ 5,329.00	
\$ 21,128.00	
\$ 40,984.00	
\$ 7,562.00	
\$ 20,188.00	
\$ 20,762.00	
\$ 3,196.00	
\$ -	\$ 765,438.00
\$ 2,938.00	
\$ 2,620.00	
\$ 3,492.00	
\$ 5,166.00	
\$ 8,749.00	
\$ 8,959.00	
\$ 233,044.00	
\$ 10,826.00	
\$ 10,381.00	
\$ 88,744.00	
\$ 32,148.00	
\$ 10,908.00	
\$ 21,528.00	
\$ 14,352.00	
\$ 66,832.00	
\$ 145,756.00	
\$ -	
\$ 58,624.00	
\$ 10,483.00	
\$ 5,382.00	
\$ 15,000.00	
\$ 9,506.00	
\$ -	\$ 67,531.00
\$ 2,625.00	
\$ 3,696.00	
\$ 7,971.00	
\$ 4,794.00	
\$ 3,726.00	
\$ 5,148.00	
\$ 7,785.00	
\$ 9,315.00	
\$ 6,557.00	
\$ 15,914.00	
\$ 67,531.00	

SUMMARY	
TOTAL LABOR COSTS	\$1,104,660.00
OTHER DIRECT EXPENSES	\$1,590.00
TOTAL	\$1,106,250.00

FEE SCHEDULE

Terracon

TASK DESCRIPTION	PRINCIPAL	SENIOR GEOLOGIST/ SCIENTIST	PROJECT GEOLOGIST/ SCIENTIST	SENIOR STAFF GEOLOGIST/ SCIENTIST	STAFF GEOLOGIST /SCIENTIST	FIELD GEOLOGIST/ SCIENTIST	FIELD PROJECT MANAGER	CAD/GIS OPERATOR II	CONTRACT ADMINISTRATIO N SPECIALIST	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION										0	NA	NA	NA
PROJECT MEETINGS										0	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES										0	NA	NA	NA
PROJECT ADMINISTRATION										0	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION										0	NA	NA	NA
Task 1 - Phase I Environmental Site Assessment		4	29			4		6	2	45			
Task 2 - WOTUS Assessment		2	10		70	5	10	20	2	119			
Task 3 - T&E Assessment		1	10	5	15	5		10	1	47			
Task 4 - Cultural Resources Desktop Assessment			4		12			5	1	22			
PREPARATION OF PER										0	NA	NA	NA
PER MEETING										0	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL										0	NA	NA	NA
HOURS SUB-TOTALS	0	7	53	5	97	14	10	41	6	233		0	
CONTRACT RATE PER HOUR	\$200.00	\$190.00	\$160.00	\$130.00	\$115.00	\$100.00	\$110.00	\$100.00	\$90.00			# OF SHEETS	
TOTAL LABOR COSTS	\$0.00	\$1,330.00	\$8,480.00	\$650.00	\$11,155.00	\$1,400.00	\$1,100.00	\$4,100.00	\$540.00	\$28,755.00			
LABOR SUBTOTAL										\$28,755.00			

SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 6,580.00	
\$ 13,810.00	
\$ 5,755.00	
\$ 2,610.00	
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Database/Historical Resources Package (Phase I ESA)	1	each	\$ 700.00							\$700.00
Mileage		mile								\$0.00
Overnight mail - letter size		each								\$0.00
Overnight mail - oversized box		each								\$0.00
Photocopies B/W (8.5 x 11)		each								\$0.00
Photocopies B/W (11 x 17)		each								\$0.00
SUBTOTAL DIRECT EXPENSES										\$700.00

SUMMARY	
TOTAL LABOR COSTS	\$28,755.00
OTHER DIRECT EXPENSES	\$700.00
TOTAL	\$29,455.00

**23302 - Penick Road
Level of Effort - KCI SUE
January 20, 2025**

FEE SCHEDULE

KCI	TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
	SUE Quality Level D Subsurface Utility Engineering																				
	Gather Utility Information	2	2			4	4	1										2	15	N/A	N/A
	Research Utility Records	1	2			3	6											2	14	N/A	N/A
	Creation of Quality Levels D SUE CADD Utility Base Map							14											14	N/A	N/A
	QA/QC of Levels D SUE	2	2				4	2										1	8	N/A	N/A
	Utility Conflict Matrix	1	4			4	6	2											18	N/A	N/A
	Utility Field Review		4			4													8	N/A	N/A
	Utility CAD file and Contact List, Progress Mtgs	4	2				2	8											16	N/A	N/A
	Encroachment Table	1	2			2	6												11	N/A	N/A
	HOURS SUB-TOTALS	11	18	0	0	17	28	25	0	0	0	0	0	0	0	0	0	5	104	0	
	CONTRACT RATE PER HOUR	\$310.00	\$255.00	\$0.00	\$0.00	\$130.00	\$135.00	\$137.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92.00			
	TOTAL LABOR COSTS	\$3,410.00	\$4,590.00	\$0.00	\$0.00	\$2,210.00	\$3,780.00	\$3,425.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460.00	\$17,875.00		
	% DISTRIBUTION OF STAFFING	10.58%	17.31%	0.00%	0.00%	16.35%	26.62%	24.04%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	4.81%			
	SUE Quality Level B Subsurface Utility Engineering																				
	Quality Level B SUE Coordination of field and office activities	2	2			4	4												12	N/A	N/A
	Creation of Quality Levels B SUE CADD Utility Base Map	1	1				8	32										1	43	N/A	N/A
	QA/QC of Survey & Field notes for Level B SUE CADD Utility Base Map	2	2			4	4	6										1	19	N/A	N/A
	Utility Conflict Matrix	2	4			2	4	2											15	N/A	N/A
	Encroachment Table / Owner Contact List	1	1			2	2											1	6	N/A	N/A
	HOURS SUB-TOTALS	8	10	0	0	12	22	40	0	0	0	0	0	0	0	0	0	3	85	0	
	CONTRACT RATE PER HOUR	\$310.00	\$255.00	\$0.00	\$0.00	\$130.00	\$135.00	\$137.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92.00			
	TOTAL LABOR COSTS	\$2,480.00	\$2,550.00	\$0.00	\$0.00	\$1,560.00	\$2,970.00	\$5,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$276.00	\$15,316.00		
	% DISTRIBUTION OF STAFFING	8.42%	10.53%	0.00%	0.00%	12.63%	23.16%	42.11%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.16%			
	SUBTOTAL FC 136 (136)																		\$33,191.00		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
SUE Quality Level D Subsurface Utility Engineering	11	18	0	0	17	28	25	0	0	0	0	0	0	0	0	0	5	104	\$17,875.00
SUE Quality Level B Subsurface Utility Engineering	8	10	0	0	12	22	40	0	0	0	0	0	0	0	0	0	3	95	\$15,316.00
SUBTOTAL LABOR EXPENSES	19	28	0	0	29	50	65	0	0	0	0	0	0	0	0	0	8		\$33,191.00

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT															
SUE Mobilization/Demobilization	1	\$4,100.00	LS															\$4,100.00
SUE (Quality Level D)			LF															\$0.00
SUE (Quality Level C)			LF															\$0.00
SUE (Quality Level B - Utility Designation)			LF															\$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft		\$1,525.00	each															\$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft	6	\$1,900.00	each															\$11,400.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft		\$2,350.00	each															\$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft		\$2,750.00	each															\$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft			FT															\$0.00
One (1) Designating Person with equipment			hour															\$0.00
Two (2) Designating Person with equipment	60	\$235.00	hour															\$14,100.00
Two (2) Person Vacuum Excavation with equipment			hour															\$0.00
Coring and repairing the pavement includes labor, equipment, and materials	6	\$250.00	each															\$1,500.00
SUBTOTAL UNIT COSTS																		\$31,100.00

OTHER DIRECT EXPENSES		# OF UNITS	COST/UNIT	UNIT														
Mileage	300		\$0.670	mile														\$201.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	2		\$2,750.00	day														\$5,500.00
SUBTOTAL DIRECT EXPENSES																		\$5,701.00

SUMMARY	
TOTAL COSTS FOR SUE ONLY	\$33,191.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	\$31,100.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	\$5,701.00
GRAND TOTAL	\$69,992.00

OPTIONAL FEE SCHEDULE

KCI	TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR /SHT
	SUE Quality Level B Subsurface Utility Engineering																				
	Quality Level B SUE Field Designation & Marking of Sub-Surface Utility Features	2	2			4	4												12	N/A	N/A
	Creation of Quality Levels B SUE CADD Utility Base Map	1	1				8	24										1	35	N/A	N/A
	QA/QC of Survey & Field notes for Level B SUE CADD Utility Base Map	2	2			4	4	4										1	17	N/A	N/A
	Utility Conflict Matrix	1	2			2	4	2										1	12	N/A	N/A
	Encroachment Table / Owner Contact List	1	1			2	2												6	N/A	N/A
	HOURS SUB-TOTALS	7	8	0	0	12	22	30	0	0	0	0	0	0	0	0	0	3	82	0	
	CONTRACT RATE PER HOUR	\$310.00	\$255.00	\$0.00	\$0.00	\$130.00	\$135.00	\$137.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92.00			
	TOTAL LABOR COSTS	\$2,170.00	\$2,040.00	\$0.00	\$0.00	\$1,560.00	\$2,970.00	\$4,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$276.00	\$13,126.00		
	% DISTRIBUTION OF STAFFING	8.94%	9.76%	0.00%	0.00%	14.63%	26.83%	36.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.66%			
	SUBTOTAL FC 135 (135)																		\$13,126.00		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
SUE Quality Level B Subsurface Utility Engineering	7	8	0	0	12	22	30	0	0	0	0	0	0	0	0	0	3	82	\$13,126.00
SUBTOTAL LABOR EXPENSES	7	8	0	0	12	22	30	0	0	0	0	0	0	0	0	0	3		\$13,126.00

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT																
SUE Mobilization/Demobilization			LS															\$0.00	
SUE (Quality Level D)			LF															\$0.00	
SUE (Quality Level C)			LF															\$0.00	
SUE (Quality Level B - Utility Designation)			LF															\$0.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft	2	\$1,525.00	each															\$3,050.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft	2	\$1,900.00	each															\$3,800.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft		\$2,350.00	each															\$0.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft		\$2,750.00	each															\$0.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft			FT															\$0.00	
One (1) Designating Person with equipment	30	\$235.00	hour															\$7,050.00	
Two (2) Person Vacuum Excavation with equipment			hour															\$0.00	
Coring and repairing the pavement includes labor, equipment, and materials	4	\$250.00	each															\$1,000.00	
SUBTOTAL UNIT COSTS																		\$14,900.00	

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT																
Mileage	200	\$0.650	mile															\$130.00	
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	1	\$2,750.00	day															\$2,750.00	
SUBTOTAL DIRECT EXPENSES																		\$2,880.00	

SUMMARY	
TOTAL COSTS FOR SUE ONLY	\$13,126.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	\$14,900.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	\$2,880.00
GRAND TOTAL	\$30,906.00

FEE SCHEDULE

Terracon

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEY TECHNICIAN SIT	1-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP	2	2	6	48		28		86		
ABSTRACTING/PREPARE ABSTRACT MAP								0	N/A	N/A
PREPARE PRELIMINARY RIGHT-OF-WAY SHEETS								0	N/A	N/A
PREPARE PARCEL PLATS AND FIELD NOTES								0		
PREPARE FINAL RIGHT-OF-WAY SHEETS								0	N/A	N/A
MOBILIZATION						6		6	N/A	N/A
HOURS SUB-TOTALS	2	2	6	48	0	34	0	92	0	
CONTRACT RATE PER HOUR	\$300.00	\$248.00	\$235.00	\$120.00	\$132.00	\$230.00	\$100.00			
TOTAL LABOR COSTS	\$600.00	\$496.00	\$1,410.00	\$5,760.00	\$0.00	\$7,820.00	\$0.00	\$16,086.00		
% DISTRIBUTION OF STAFFING	2.17%	2.17%	6.52%	52.17%	0.00%	36.96%	0.00%			
SUBTOTAL FC 145								\$16,086.00		

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEY TECHNICIAN SIT	1-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
ROE LETTERS, TRACKING, REPORTS	2	6	18	8				34	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP		2	8	12		90		112	N/A	N/A
PREPARE CONTROL AND DATA SHEETS	2	2	4	26				34		
SURVEY SUE MARKS, SET TEST HOLE BENCHMARKS		1	2	16		28		47	N/A	N/A
SECTIONS		3	8			198	16	225	N/A	N/A
BASEMAPPING AND TOPOGRAPHIC DELIVERABLES		2	4	90				96	N/A	N/A
MOBILIZATION						60		60	N/A	N/A
HOURS SUB-TOTALS	4	16	44	152	0	376	16	608	0	
CONTRACT RATE PER HOUR	\$300.00	\$248.00	\$235.00	\$120.00	\$132.00	\$230.00	\$100.00			
TOTAL LABOR COSTS	\$1,200.00	\$3,968.00	\$10,340.00	\$18,240.00	\$0.00	\$86,480.00	\$1,600.00	\$121,828.00		
% DISTRIBUTION OF STAFFING	0.66%	2.63%	7.24%	25.00%	0.00%	61.84%	2.63%			
SUBTOTAL FC 160 (150)								\$121,828.00		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEY TECHNICIAN SIT	1-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	2	2	6	48	0	34	0	92	\$16,086.00
DESIGN SURVEY	4	16	44	152	0	376	16	608	\$121,828.00
SUBTOTAL LABOR EXPENSES	6	18	50	200	0	410	16		\$137,914.00

UNIT COSTS	# OF UNITS	Crew COST/UNIT	UNIT				
PROPERTY TITLE RESEARCH	47	\$ 1,100.00	HOURLY				\$51,700.00
							\$0.00
							\$0.00
SUBTOTAL UNIT COSTS	47						\$51,700.00

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
SURVEY EQUIPMENT	820	\$11.000	hourly				\$9,020.00
SURVEY VEHICLES	70	\$140.00	daily				\$9,800.00
SUBTOTAL DIRECT EXPENSES							\$18,820.00

OPTIONAL ADDITIONAL SERVICES	# OF UNITS	COST/UNIT	UNIT				
ROW STAKING FOR THE ENTIRE PROJECT	1	\$11,000.000	LS				\$11,000.00
ACQUISITION DOCUMENTATION	3	\$4,400.00	PARCEL				\$13,200.00
RE-STAKING ACQUIRED PARCELS	3	\$2,200.00	PARCEL				\$6,600.00
RE-STAKING ROW FOR UTILITIES OR CONSTRUCTION PHASING	1	\$16,500.00	LS				\$16,500.00
SUBTOTAL DIRECT EXPENSES							\$47,300.00

SUMMARY	
TOTAL COSTS FOR SUR ONLY	\$137,914.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	\$51,700.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	\$18,820.00
OPTIONAL ADDITIONAL	\$47,300.00
GRAND TOTAL	\$255,734.00

Estimated Cost Summary (Detailed)

Desktop Geologic Fault Study and Geotechnical Study

Penick Road, Waller County, Texas

Based on Harris County Fee Schedule

P24-439

Consultant Proposal Breakdown										
GEOTECH ENGINEERING AND TESTING		Principal Engineer	Senior Engineer	Project Engineer	Field Technician	Typing/ Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
Date: January 20, 2025						Billing Rate per Hour				
		\$266.00	\$218.00	\$176.00		\$83.00		\$75.00		
Task No.	Task Description	*LEVEL OF EFFORT								
Desktop Geologic Fault Study										
1	Review of Existing Published Fault Maps		0.5	4						\$813.00
2	Reporting		0.5	1						\$285.00
Total:										\$1,098.00
Project Initiation upon Receiving NTP										
3	Review of the scope of the work	2	1	1						\$926.00
4	Coordinate with Client, in obtaining the updated information of the project		2	1						\$612.00
Paving, box culvert and pipeline crossing road, 12 Borings										
Field Investigation										
5	Develop a Drilling Plan			1						\$176.00
6	Staking the Twelve (12) Borings in the Field			8						\$1,408.00
7	Coordinate with Surveyors to Locate & Tie in Borings at Site			1						\$176.00
8	Field Coordination during Drilling Including Utility Clearance, Texas One Call, and/or obtain drilling permission			10						\$1,760.00
9	Mobilization / Demobilization						LS	1	\$746.00	\$746.00
10	Drilling and Sampling, twelve (12) Borings									
11	Continuous (0' - 10')-12 borings and (0' - 20')-2 borings						LF	160	\$27.00	\$4,320.00
12	Daily Travel						EA	2	\$565.00	\$1,130.00
13	Borehole Grouting						FT	160	\$13.00	\$2,080.00
14	Technician, Logging Borings, Borehole cleaning and Water Level Reading				24					\$1,992.00
15	Vehicle Charge (Boring staking, site visits during field coordination during drilling including utility clearance, Texas One Call etc., and borehole logging and grouting)						HR	42	\$13.00	\$546.00
Subtotal										\$15,872.00
Laboratory Testing										
16	Assign Laboratory Tests, Looking at Soil Samples			3						\$528.00
17	Data Reduction and Evaluation			1						\$176.00
18	Water Content (all samples)						EA	80	\$12.00	\$960.00
19	Liquid and Plastic Limits						EA	16	\$76.00	\$1,216.00
20	Percent Passing #200 Sieve						EA	11	\$59.00	\$649.00
21	Sieve Analysis						EA	5	\$164.00	\$820.00
22	Unconfined Compression						EA	16	\$54.00	\$864.00
Subtotal										\$5,213.00

Plate 2

Estimated Cost Summary (Detailed)										
Desktop Geologic Fault Study and Geotechnical Study										
Penick Road, Waller County, Texas										
Based on Harris County Fee Schedule										
P24-439										
Consultant Proposal Breakdown										
GEOTECH ENGINEERING AND TESTING		Principal Engineer	Senior Engineer	Project Engineer	Field Technician	Typing/ Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
Date: January 20, 2025										
		\$266.00	\$218.00	\$176.00	Billing Rate per Hour \$83.00	\$75.00				
Task No.		Task Description								
* LEVEL OF EFFORT										
Engineering Analysis and Report										
23	Prepare Plan of Borings			1						\$176.00
24	Analyze field and laboratory test results			2						\$352.00
25	Prepare summary of laboratory test data			1						\$176.00
26	Edit and prepare final boring log profiles			6						\$1,056.00
27	Prepare and develop boring log profiles			1						\$176.00
Asphaltic Concrete Paving										
28	Develop asphalt pavement design based on traffic loading	1	3	6						\$1,976.00
31	Recommendations on soil stabilization		1	2						\$570.00
32	Document the results of soil exploration, laboratory testing and geotechnical recommendations in a geotechnical draft report	2	8	24						\$6,500.00
33	Incorporate the review comments on draft report into final geotechnical report	1	5	9						\$2,940.00
34	Technical Typing/Drafting					12				\$900.00
35	Report Reproduction Allowance									\$300.00
Phase										
									Subtotal	\$15,122.00
									Total:	\$36,207.00
ALLOWANCE ITEMS										
Traffic Control/Allowance										
36	Traffic Control						DAY	2	\$1,320.00	\$2,640.00
37	Coordination, Project Engineer			2						\$352.00
									Total	\$2,992.00
									Grand Total:	\$40,297.00

APPENDIX A-2
Scope of Services (Hourly)

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

Appendix B
Maximum Hourly Rates and Expenses

Appendix B
Maximum Hourly Rates and Expenses

Binkley & Barfield | DCCM - Penick Rd

	BBI	Geotech	Tarracon	KCI	Woolpert
Job Classification	Maximum Raw Salary Rate	Maximum Raw Salary Rate	Maximum Raw Salary Rate	Maximum Raw Salary Rate	Maximum Raw Salary Rate
Principal	\$124.00				
Senior Project Manager	\$114.00				
Deputy Project Manager	\$88.00				
Support Manager		\$89.00	\$67.00	\$104.00	\$100.00
Quality Manager	\$114.00				
Senior Project Engineer	\$75.00	\$73.00		\$85.00	
Project Engineer	\$63.00	\$59.00			
Senior Structural Engineer	\$88.00				
Structural Engineer	\$75.00				
Engineer-In-Training II	\$57.00			\$45.00	
Engineer-In-Training I	\$50.00				
Senior CADD Technician	\$56.00			\$46.00	
CADD Technician	\$46.00		\$34.00		
Engineering Technician	\$0.00	\$28.00		\$44.00	
GIS Specialist	\$59.00				
GIS Technician	\$42.00				
Project Manager (TX RPLS)/Senior RPLS					\$83.00
Surveyor RPLS					\$79.00
Survey Technician					\$40.00
1-Person Survey Crew					\$44.00
2-Person Survey Crew					\$77.00
Admin	\$36.00	\$25.00	\$30.00	\$31.00	\$34.00

Appendix C

Insurance

Engineer's Insurance Requirements. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Engineer employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: \$300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: \$1,000,000 aggregate covering Engineer in connection with the services to be provided by Engineer under this Agreement.

Engineer shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Engineer hereunder.