

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 Cobb, Fendley & Associates, Inc., hereinafter called the "Engineer" or "Company".

WITNESSETH:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Richards Road from Texas Department of Transportation Right of Way of US-290 Business to Texas Department of Transportation Right of Way of US-290 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 **\$265,596.00** 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 **\$52,940.00** 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 **\$318,536.00** 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 Appendix 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 US-290 BUS, 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, 836 Austin St, Ste 4300, 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 Brad Matlock, P.E., Cobb, Fendley & Associates, Inc., 4424 W Sam Houston Parkway N, Suite 600 Houston, Texas 77041, 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 of Engineer becoming aware of 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 known to Engineer 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.

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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:

WALLER COUNTY

ENGINEER:

Cobb, Fendley & Associates, Inc.

Carbett "Trey" J. Duhon III, County Judge

Brad Matlock, P.E.

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 **\$318,536.00** 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
Waller County - Richards Road

The proposed improvements include the reconstruction of the existing 20-foot wide 2-lane asphalt roadway to 22-foot wide 2-lane asphalt roadway for 0.4 miles on Richards Road from US-290 Business at the south to the US-290 Access Road to the north, along with ditch regrading to meet the required capacity. The project also includes approximately 900 linear feet of 5-foot concrete sidewalk from US-290 Business at the south to the southernmost housing complex driveway on the west right-of-way. The project also includes water line realignment where required near conflict locations.

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 and prepare a permit application for TxDOT approval.
- 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 relocated.
- 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 Engineering Department Engineering Design Manual, September 2024 Edition.

Scope of Services
Waller County - Richards Road

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.
 - Establish 2 primary control pairs and estimated 2 secondary points.
 - Create control map (signed and sealed).
 - Draft Right-of-Entry (ROE) letters for abutting property owners (approximately 30 parcels).
 - Title commitment will be performed for all parcels abutting the project ROW.
 - Topographic survey:
 - Cross sections every 100', including surface features.
 - Survey limited to 10' beyond existing right-of-way.
 - Vegetation areas will be outlined, individual trees will not be located (except any large trees within the ROW that may affect design).
 - Utilities
 - 811 utility marking services (performed by SUE contractor).
 - Storm and sanitary features (rim elevations, pipe size, material and invert elevation (when discernable from the surface)).
 - Above ground utility features and connecting wires.
 - Locate subsurface utility paint marks placed by 811 marking services.
 - Geotechnical
 - Locate boring locations established by geotechnical team.
 - Delivery CAD file containing ROW, basemapping, and topographic features.
 - Annotate centerline of primary roadway and intersecting side streets.
 - CSV point list of all points collected or set during survey.
 - One (1) right-of-way taking parcel plat with metes and bounds description
- Perform detailed SUE QL A-D for the detailed design phase. SUE investigation includes:
 - Preparing utility layout map
 - Attending utility kick-off meeting and field review
 - Record research
 - Attending progress meetings
 - Develop utility conflict matrix
 - Initial Desk Top Review and 811 call
 - Perform Level C and D throughout the corridor
 - Perform Level B locating for existing utilities
 - Perform Level A at two utility locations.

Scope of Services
Waller County - Richards Road

- Perform geotechnical evaluation for pavement or structural design in the final design phase. Geotechnical investigation services include:
 - Field Investigation
 - Submit soil boring layout for approval.
 - Obtain utilities clearance for all the boring locations.
 - Provide traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" Standards.
 - Drill and sample:
 - **5** soil borings each to a depth of 10 feet for the proposed roadway and utilities. The borings are spaced at approximately 500-ft intervals along the roadway alignment.
 - Groundwater level readings will be recorded for the open boreholes during drilling and at drilling completion. Water level measurements will also be recorded 24 hours after completion of drilling.
 - Laboratory Testing
 - Laboratory testing should be conducted in general accordance with the corresponding ASTM standards.
 - Perform laboratory tests on selected representative soil samples to determine Engineering properties of the soils and to select design soil parameters.
 - Engineering Analyses
 - Perform engineering analyses to develop geotechnical recommendations including final pavement recommendations including subgrade stabilization requirements.
 - Perform engineering analyses to develop geotechnical recommendations for utilities replacement, including excavation stability, bedding and backfill, groundwater control, and construction considerations.
 - Desktop Geological Fault Study
 - Review of available existing fault maps to identify significant visual fault activity along the project alignment or at the specific project site that may have an impact on the design of the project.
 - Report
 - Submit a final geotechnical report in accordance with Waller County Engineering Design Manual. One (1) Draft Geotechnical Report and One (1) Final Geotechnical Report will be provided.
 - Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase. Environmental Services include:
 - Records Review
 - Complete a regulatory review of federally and state protected species and their suitable habitat to gain information on the potential of protected species to occur within and/or near the Project corridor
 - Habitat Assessment
 - Complete a Protected Species Habitat Assessment within the subject Project corridor through a pedestrian survey to assess and characterize existing habitat/landcover conditions, conduct a preliminary evaluation of protected species presence/absence, and

Scope of Services
Waller County - Richards Road

determine the presence/absence of potentially suitable habitat for protected species within the Project corridor.

- Protected Species Report
 - Prepare a Protected Species Habitat Assessment Report outlining the results of the desktop and field reconnaissance. This report will also provide a preliminary opinion regarding the potential impact the Project may have on protected species and recommendations regarding agency coordination (if any).
- WOTUS Delineation
 - Complete a desktop review of publicly available information relating to Waters of the U.S. (WOTUS) and other aquatic resources within and adjacent to the Project corridor.
 - Complete field reconnaissance via a pedestrian survey of the Project corridor to identify and document WOTUS and other aquatic features occurring within the Project corridor.
 - Prepare a Waters of the U.S. Delineation Report outlining the results of the pedestrian survey for WOTUS and other aquatic resources.
- Cultural Resources
 - Complete a desktop level screening/literature review for historic and archaeological resources which will include a review of existing online databases including (but not limited to) the Texas Historic Sites Atlas, National Register of Historic Places, TxDOT Historic Resources Aggregator, historic aerials, and other archival materials.
 - Develop a report inclusive of the desktop review and windshield survey.
- Phase I Environmental Site Assessment
 - Follow ASTM Standard E1527-21: "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" to complete the Phase I ESA for the project area.
 - Prepare a Phase I ESA report for the project.
- Present a schematic roll plot for each alternative with horizontal and vertical alignments.
- Provide existing and proposed roadway cross-sections for each alternative evaluated.
- 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.
- A Traffic Study and Signal Warrant Studies are not required for this project.

Scope of Services
Waller County - Richards Road

- Perform a Drainage Analysis in the preliminary design stage to include the following:
 - Identify and locate existing condition outfall locations and drainage systems.
 - Identify and delineate existing and proposed internal on-site and off-site drainage areas.
 - Identify and delineate the existing and proposed drainage areas that drain to the existing drainage crossings.
 - Determine hydrologic parameters including time of concentration and land use and compute flows for the existing and proposed conditions.
 - Compute existing ditch capacities using the previously computed flows. Similarly compute proposed ditch capacities with the previously computed proposed flows.
 - Proposed ditch conditions will be evaluated to provide a minimum of existing capacities or to accommodate design frequency as desired by the County.
 - Impacts associated with the proposed improvements are not required. The Drainage analysis will identify drainage areas, flows and capacity of existing drainage facilities and recommend proposed improvements/sizing as necessary to meet the project objectives.
 - Prepare preliminary drainage sheets including drainage area maps and culvert layouts and include them as exhibits.
- 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 metes and bounds 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.
- Obtain environmental permit approvals prior to project 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

**Scope of Services
Waller County - Richards Road**

- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare overall drainage area maps
- Prepare internal drainage area maps
- Prepare cross culvert layouts sheets
- Prepare ditch and culvert computation sheets
- Prepare driveway culvert and ditch design sheets
- Prepare drainage and roadway details.
- Compute and tabulate drainage quantities.
- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare traffic control plans.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, Sanitary/Water line details (or relocation details) and driveway details.
- 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

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders
- Attend preconstruction meeting
- Attend field meetings and make visits to site

Scope of Services
Waller County - Richards Road

- 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

ATTACHMENT B

**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE
PRIME - COBBFENDLEY**

**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE
PRIME - COBBFENDLEY**

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
MILEAGE	1,000	MILE	\$0.67						\$670.00
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)	800	EACH	\$0.20						\$160.00
SUBTOTAL DIRECT EXPENSES									\$830.00

PRIME SUMMARY	
GENERAL	\$36,956.00
PRELIMINARY ENGINEERING	\$36,778.00
FINAL DESIGN	\$70,724.00
BID AND CONSTRUCTION PHASE	\$52,940.00
TOTAL LABOR COSTS	\$197,398.00
OTHER DIRECT EXPENSES	\$830.00
PRIME TOTAL	\$198,228.00

PROJECT SUMMARY	
PRIME	\$198,228.00
ENVIRONMENTAL	\$23,899.00
GEOTECHNICAL	\$13,863.00
SURVEY	\$51,586.00
SUE	\$30,960.00
GRAND TOTAL	\$318,536.00

**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE
BID AND CONSTRUCTION PHASE SERVICES - COBBFENDLEY**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER II	ENGINEER I	GRADUATE ENGINEER	CADD OPERATOR	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
BID PHASE SERVICES										
ATTEND PRE-BID MEETING	4	4					8	NA	NA	NA
ADDRESS QUESTIONS AND PREPARE NECESSARY ADDENDA	4	4	12			24	44	NA	NA	NA
TABULATE AND RECOMMEND CONSTRUCTION CONTRACT AWARD	2	8					10	NA	NA	NA
CONSTRUCTION PHASE SERVICES										
ATTEND FIELD MEETINGS AND SITE VISITS (6)	2	6	32	32			72	NA	NA	NA
PREPARATION OF CHANGE ORDERS	2	8		16			26	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2		4	8	16		30	NA	NA	NA
RESPOND TO RFIS		2	16	24			42	NA	NA	NA
ANSWER GENERAL QUESTIONS		2	12				14	NA	NA	NA
PROVIDE RECORD DRAWINGS		2			8	16	26	NA	NA	NA
HOURS SUB-TOTALS	16	36	76	80	24	40	272			
CONTRACT RATE PER HOUR		\$300.00	\$260.00	\$215.00	\$165.00	\$140.00	\$91.00			
TOTAL LABOR COSTS		\$4,800.00	\$9,360.00	\$16,340.00	\$13,200.00	\$3,360.00	\$3,640.00	\$50,700.00		
LABOR SUBTOTAL							\$50,700.00			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT	
Mileage	2,000	mile	\$0.670	\$1,340.00
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)	1,200	each	\$0.75	\$900.00
SUBTOTAL DIRECT EXPENSES				\$2,240.00

SUMMARY	
TOTAL LABOR COSTS	\$50,700.00
OTHER DIRECT EXPENSES	\$2,240.00
TOTAL	\$52,940.00

**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE
ENVIRONMENTAL - KCI TECHNOLOGIES**

TASK DESCRIPTION	SR. PROJECT MANAGER	ECOLOGY MANAGER	SENIOR ECOLOGIST	ECOLOGIST	PHASE I MANAGER	PROJECT SCIENTIST	SCIENTIST	HISTORY MANAGER	SENIOR HISTORIAN	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION			2	2	2	2	12		2	22	NA	NA	NA
PROJECT MEETINGS	1		1	1						3	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES										0	NA	NA	NA
PROJECT ADMINISTRATION	1									1	NA	NA	NA
PRELIMINARY ENGINEERING										35	NA	NA	NA
ENVIRONMENTAL CONSTRAINTS EVALUATION			6	6	2	5	12		4	93	NA	NA	NA
PREPARATION OF PER	1	3	16	16	2	5	24	2	24	1	NA	NA	NA
PER MEETING	1									0	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1									1	NA	NA	NA
HOURS SUB-TOTALS	5	3	25	25	6	12	48	2	30	156		0	
CONTRACT RATE PER HOUR	\$362.00	\$223.00	\$198.00	\$78.00	\$185.00	\$117.00	\$67.00	\$195.00	\$150.00				# OF SHEETS
TOTAL LABOR COSTS	\$1,810.00	\$669.00	\$4,950.00	\$1,950.00	\$1,110.00	\$1,404.00	\$3,216.00	\$390.00	\$4,500.00	\$19,999.00			
LABOR SUBTOTAL										\$19,999.00			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT									
MILEAGE	100	MILE	\$0.700									\$70.00
OVERNIGHT MAIL - LETTER SIZE	1	EACH	\$2,300.00									\$2,300.00
GPS SUBSCRIPTION	1	EACH	\$180.00									\$180.00
EDR STANDARD DATABASE PACKAGE	1	EACH	\$350.00									\$350.00
ARCHAEOLOGY BACKGROUND STUDY	1	EACH	\$1,000.00									\$1,000.00
SUBTOTAL DIRECT EXPENSES												\$3,900.00

SUMMARY	
TOTAL LABOR COSTS	\$19,999.00
OTHER DIRECT EXPENSES	\$3,900.00
GRAND TOTAL	\$23,899.00

WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE
GEOTECHNICAL - HTS

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION					2			4		6	N/A	N/A
COORDINATE SOIL BORE LOCATIONS/MARK/UTILITY CALL-INS					2			2		4	N/A	N/A
FIELD PERSONNEL AND MANAGEMENT DURING DRILLING					2							
SAMPLE CLASSIFICATION, LABORATORY COORDINATION AND BORING LOG GENERATION					8				2	10	N/A	N/A
PRELIMINARY GEOTECHNICAL REPORT WITH BRIDGE RECOMMENDATIONS	1	2		24					2	29	N/A	N/A
FINAL GEOTECHNICAL REPORT WITH BRIDGE RECOMMENDATIONS	1	1		4					2	8	N/A	N/A
PREPARE BORE LOG SHEETS, STAMP AND SEAL			1							1	N/A	N/A
HOURS SUB-TOTALS	0	2	4	0	40	0	0	6	6	58	0	
CONTRACT RATE PER HOUR	\$100.00	\$218.00	\$176.00	\$100.00	\$122.00	\$100.00	\$100.00	\$59.00	\$75.00			
TOTAL LABOR COSTS	\$0.00	\$436.00	\$704.00	\$0.00	\$4880.00	\$0.00	\$0.00	\$354.00	\$450.00	\$6824.00		
% DISTRIBUTION OF STAFFING	0.00%	3.45%	6.90%	0.00%	68.97%	0.00%	0.00%	10.34%	10.34%			
SUBTOTAL FC 102 (110)										\$6,824.00		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	GEOLOGIST JUNIOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	0	2	4	0	40	0	0	6	6	58	\$6,824.00
SUBTOTAL LABOR EXPENSES	0	2	4	0	40	0	0	6	6		\$6,824.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT						
UNCONFINED COMPRESSIVE STRENGTH (SOIL)	8	ASTM D2166	\$76.00	EACH						\$608.00
UNCONFINED COMPRESSIVE STRENGTH (ROCK)		ASTM D2938		EACH						\$0.00
SOIL BORING/ROCK CORING WITHOUT TCP (<60 FT)	50	N/A	\$27.00	LF						\$1,350.00
ASPHALT CORING	2	N/A	\$180.00	EACH						\$360.00
BOREHOLE GROUTING - BENTONITE CHIPS	50	N/A	\$12.00	LF						\$600.00
DETERMINING MOISTURE CONTENT IN SOIL MATERIALS	10	ASTM D2216	\$12.00	EACH						\$120.00
DETERMINING LIQUID LIMITS OF SOILS	10	ASTM D4318	\$76.00	EACH						\$760.00
DETERMINING PLASTIC SOIL LIMITS		ASTM D4318		EACH						\$0.00
CALCULATING THE PLASTICITY INDEX OF SOILS		ASTM D4318		EACH						\$0.00
PARTICLE SIZE ANALYSIS OF SOILS		Tex-110-E		EACH						\$0.00
DETERMINING THE AMOUNT OF MATERIAL IN SOILS FINER THAN THE 75 MICROMETER (NO. 200) SIEVE	8	ASTM D1140	\$59.00	EACH						\$472.00
CALIFORNIA BEARING RATIO WITH STANDARD PROCTOR	1	ASTM D1883	\$1,023.00	EACH						\$1,023.00
SUBTOTAL UNIT COSTS										\$5,293.00

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT						
MILEAGE			MILE						\$0.00
MOBILIZATION AND DEMOBILIZATION OF DRILLING RIG (TRIPS OVER 100 MILES FROM OFFICE TO SITE)	1	\$746.00	LS						\$746.00
TRAFFIC CONTROL SERVICES (INCLUDING SIGNAGE & CONES, INCLUDES LABOR, EQUIPMENT, AND FUEL)	1	\$1,000.00	LS						\$1,000.00
SUBTOTAL DIRECT EXPENSES									\$1,746.00

SUMMARY	
TOTAL COSTS FOR GEO ONLY	\$6,824.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	\$5,293.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	\$1,746.00
GRAND TOTAL	\$13,863.00

**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE
SURVEY - WOOLPERT**

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEY/CADD TECHNICIAN SENIOR	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	7		9	8	11			35		
ABSTRACTING/PREPARE ABSTRACT MAP				20				20	N/A	N/A
PREPARE PRELIMINARY RIGHT-OF-WAY SHEETS				4				4	N/A	N/A
PREPARE PARCEL PLAT WITH METES AND BOUNDS DESCRIPTION (1 PARCEL)	3		3	8	3			17		
PREPARE FINAL RIGHT-OF-WAY SHEETS								0	N/A	N/A
MOBILIZATION					10			10		
HOURS SUB-TOTALS	10	0	12	40	24	0	0	86	0	
CONTRACT RATE PER HOUR	\$302.00	\$0.00	\$218.00	\$191.00	\$134.00	\$251.00	\$101.00			
TOTAL LABOR COSTS	\$3,020.00	\$0.00	\$2,616.00	\$7,640.00	\$3,216.00	\$0.00	\$0.00	\$16,492.00		
% DISTRIBUTION OF STAFFING	11.63%	0.00%	13.95%	46.51%	27.91%	0.00%	0.00%			
SUBTOTAL FC 145								\$16,492.00		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
ROE LETTERS, TRACKING, REPORTS				8	10			4	22	N/A
ESTABLISH CONTROL				4		20			24	N/A
PREPARE CONTROL AND DATA SHEETS								0		
SURVEY SUE MARKS, SET TEST HOLE BENCHMARKS								0	N/A	N/A
MAPPING; DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, CROSS SECTIONS	4				30			34	N/A	N/A
BASEMAPPING AND TOPOGRAPHIC DELIVERABLES	4		6	20	50			80	N/A	N/A
MOBILIZATION								0	N/A	N/A
HOURS SUB-TOTALS	8	0	18	30	100	0	4	160	0	
CONTRACT RATE PER HOUR	\$302.00	\$0.00	\$218.00	\$191.00	\$134.00	\$251.00	\$101.00			
TOTAL LABOR COSTS	\$2,416.00	\$0.00	\$3,924.00	\$5,730.00	\$13,400.00	\$0.00	\$404.00	\$25,874.00		
% DISTRIBUTION OF STAFFING	5.00%	0.00%	11.25%	18.75%	62.50%	0.00%	2.50%			
SUBTOTAL FC 160 (150)								\$25,874.00		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	10	0	12	40	24	0	0	86	\$16,492.00
DESIGN SURVEY	8	0	18	30	100	0	4	160	\$25,874.00
SUBTOTAL LABOR EXPENSES	18	0	30	70	124	0	4		\$42,366.00

**WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE
SURVEY - WOOLPERT**

UNIT COSTS	# OF UNITS	2- PERSON COST/UNIT	UNIT					
PROPERTY TITLE RESEARCH	30	\$ 220.00	PARCEL					\$6,600.00
FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS		\$ 100.00	HOUR					\$0.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA		\$ 100.00	HOUR					\$0.00
SET ROW MONUMENTS AND PARCEL CORNERS		\$ 100.00	HOUR					\$0.00
SUBTOTAL UNIT COSTS	30							\$6,600.00
OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT					
SURVEY EQUIPMENT	120	\$11.00	HOUR					\$1,320.00
SURVEY VEHICLES	10	\$130.00	DAILY					\$1,300.00
AIRFARE	0	\$600.00	TRIP					\$0.00
TRAVEL EXPENSES	0	\$199.00	DAILY					\$0.00
SUBTOTAL DIRECT EXPENSES								\$2,620.00
SUMMARY								
TOTAL COSTS FOR SUR ONLY		\$42,366.00						
NON-SALARY (UNIT COSTS) FOR SUR ONLY		\$6,600.00						
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY		\$2,620.00						
GRAND TOTAL		\$51,586.00						

WALLER COUNTY - RICHARDS ROAD FEE SCHEDULE
SUE - TEAGUE, NALL AND PERKINS

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER IN TRAINING I	SENIOR UTILITY COORDINATOR	UTILITIES COORDINATOR							TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT	
UTILITY COORDINATION																
PRELIMINARY CONFLICT ANALYSIS														NA	NA	
OBTAIN DESIGN FILES, CREATE COMBINED DESIGN/SUE CAD BASEFILES					1									1	NA	NA
INITIAL CONFLICT ANALYSIS		1	8	8										17	NA	NA
PREPARE INITIAL UTILITY CONFLICT MATRIX		1	4		8									13	NA	NA
FINAL CONFLICT ANALYSIS																
OBTAIN DESIGN FILES, CREATE COMBINED DESIGN/SUE CAD BASEFILES					1									1		
FINAL CONFLICT ANALYSIS		1	8	8										17	NA	
UPDATE UTILITY CONFLICT MATRIX		1	4		8									13		
HOURS SUB-TOTALS	0	4	24	18	16	0								62		
CONTRACT RATE PER HOUR	\$240.00	\$280.00	\$190.00	\$170.00	\$190.00	\$170.00										
TOTAL LABOR COSTS	\$0.00	\$1,120.00	\$4,560.00	\$3,060.00	\$3,040.00	\$0.00								\$11,780.00		
% DISTRIBUTION OF STAFFING	0.00%	6.45%	38.71%	29.03%	25.81%	0.00%										
SUBTOTAL FC 135 (135)														\$11,780.00		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	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
UTILITY COORDINATION	0	4	24	18	16	0	0	0	0	0	17	\$11,780.00
SUBTOTAL LABOR EXPENSES	0	4	24	18	16	0	0	0	0	0		\$11,780.00

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT									
SUE MOBILIZATION/DEMOBILIZATION		\$5.65	MILE									\$0.00
SUE (QUALITY LEVEL D)	6,100	\$0.75	LF									\$4,575.00
SUE (QUALITY LEVEL C)	10,500	\$0.85	LF									\$8,925.00
SUE (QUALITY B - UTILITY DESIGNATION)		\$2.00	LF									\$0.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: 0 to 5 FT	2	\$2,400.00	EACH									\$4,800.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: > 5 to 8 FT		\$2,600.00	EACH									\$0.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: > 8 to 13 FT		\$2,900.00	EACH									\$0.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: > 13 to 20 FT		\$3,300.00	EACH									\$0.00
SUE (QUALITY LEVEL A - UTILITY LOCATE, TEST HOLES) LEVEL A: > 20 FT		\$175.00	FT									\$0.00
ONE (1) DESIGNATING PERSON WITH EQUIPMENT		\$165.00	HOUR									\$0.00
TWO(2) DESIGNATING PERSON WITH EQUIPMENT	4	\$220.00	HOUR									\$880.00
TWO (2) PERSON VACUUM EXCAVATION WITH EQUIPMENT		\$350.00	HOUR									\$0.00
CORING AND REPAIRING THE PAVEMENT INCLUDES LABOR, EQUIPMENT, AND MATERIALS		\$830.00	EACH									\$0.00
SUBTOTAL UNIT COSTS												\$19,180.00

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT									
MILEAGE		\$0.70	MILE									\$0.00
TRAFFIC CONTROL SERVICES, ARROW BOARDS AND ATTENUATOR TRUCKS - (INCLUDES LABOR, EQUIPMENT, AND FUEL)			DAY									\$0.00
SUBTOTAL DIRECT EXPENSES												\$0.00

SUMMARY	
TOTAL COSTS FOR SUE ONLY	\$11,780.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	\$19,180.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	\$0.00
GRAND TOTAL	\$30,960.00

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

CobbFendley

Job Classification	Maximum Raw Salary Rate
Project Manager	\$93.00
Senior Engineer	\$81.00
Engineer III	\$67.00
Engineer I	\$51.00
Graduate Engineer	\$44.00
Senior Engineering Technician	\$56.00
Engineering Technician	\$38.00
CADD Operator	\$29.00
Admin/Clerical	\$31.00

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.