

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Cobb, Fendley & Associates, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for the widening of Clodine Road from Denver Miller to West Bellfort for the Clodine Road Project, Number 17417, under the 2017 Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render the professional engineering services, including the preliminary engineering, final engineering design, geotechnical, surveying, bidding, and limited construction phase services for the project as described Contractor's proposal dated May 1, 2018 attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is three hundred twenty-one thousand four hundred three dollars and no/100 (\$321,403.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of three hundred twenty-one thousand four hundred three dollars and no/100 (\$321,403.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed three hundred twenty-one thousand four hundred three dollars and no/100 (\$321,403.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2022. Contractor shall

complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability Insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts

to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
Contractor:	Cobb, Fendley & Associates, Inc. Attn: Mahmoud Salehi, P.E. 13430 Northwest Freeway, Suite 1100 Houston, Texas 77040

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with

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

Section 16. Standard of Care

Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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

FORT BEND COUNTY

COBB, FENDLEY & ASSOCIATES, INC

Robert E. Hebert, County Judge

Dale Conger, P.E., Principal

Date

5-7-18

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

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EXHIBIT A



May 1, 2018

Mr. Robert Barnett, P.E.
C/O Fort Bend County Engineering
Vice President
LJA Engineering, Inc.
2929 Briar Park Suite 600
Houston, Texas 77042-3703

Re: Clodine Road widening from Denver Miller to W. Belfort
FBC 2017 Mobility Bond Program Project No. 17419
Subject: Proposal for Preliminary Engineering and Final Design Professional Services

Dear Mr. Barnett:

Enclosed are Cobb, Fendley & Associates, Inc. (CobbFendley) proposed budget, manpower, and direct expense breakdown and scope of services for completing preliminary engineering, final engineering design, geotechnical, surveying, bidding, and limited construction phase services for the above referenced project based on the scope exhibit provided to CobbFendley by LJA Engineering, Inc. on March 1, 2018. CobbFendley proposed budget for the referenced project as follow:

Basic Services

Phase I – Preliminary Design Services	\$ 81,359.00
Phase II- Final Design Services	\$167,370.00
Phase III – Limited Construction Phase Services	\$ 25,000.00

Total Basic Services Fee	\$273,729.00
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Additional Services

Geotechnical Investigation	\$ 8,175.00
Topographical Surveying	\$ 39,000.00

Total Additional Services Fee	\$ 47,175.00
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Reimbursable Direct Expenses

Direct Expenses	\$ 499.00
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Total Reimbursable Direct Expenses	\$ 499.00
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Our total budget for the above services is estimated to be \$321,403.00. Detailed scope of services and the level of effort on basic services and additional services are attached. Also attached are the proposals from subconsultants for additional services. Should you have any questions, or require additional information, please call at your earliest convenience.

Upon receipt of the written notice to proceed we will commence work.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

Mahmoud Salehi, P.E.
Principal | Senior Project Manager

Attachment "A"
2017 Mobility Bond Program
Clodine Road from Denver Miller Intersection to the southern approach of W. Belfort intersection
Scope of Services

Exiting Conditions

The existing Clodine Road is a 2-lane asphalt facility with roadside ditches from Denver Miller intersection to south of W. Belfort intersection respectively for approximately 4,700 linear feet (0.89 miles) in length. The existing right-of-way (ROW) for the majority of the Clodine Road appears to be 100-ft wide. There is a total of two (2) non-signalized intersections within the project limits:

1. Denver Miller at the south end
2. W. Belfort at the north end

The posted speed limit is 50 MPH. There are 25 driveways accessing the facility from the east side comprised of primarily commercial businesses and a few large acreage residential homesteads.

There are several existing dry and wet utilities within the ROW for the entirety of the project limits. The following represent the buried and aerial utilities that are designated by markers:

1. North Fort Bend County Water Authority transmission lines near the center & west of the ROW
2. Water main service line near the center of the ROW
3. Wastewater trunk line along east ROW line
4. AT&T Fiber Optic buried lines along the east & West ROW line
5. CenterPoint Electric Power Poles staggered along east and west ROW lines

The ROW drainage outfall is ditch IIK-9 located approximately 2,000-ft south of W. Belfort flowing east. The existing roadway/ditch crossing is comprised of 4 - 8'x4' monolithic culverts at 30 ° skew to the roadway and drains the existing Allana subdivision wet detention pond to the west.

Proposed Scope

The proposed scope is comprised of 3 phases: Study (PER) update/preliminary design, final design, and bidding/construction phase services. The scope of services will include professional engineering, surveying ROW mapping, and geotechnical investigation services. The project will involve widening of approximately 4,700 LF of a 2-lane undivided asphalt pavement by 6-ft on both sides and maintain the open ditch drainage improvements. The scope of the project extends from Denver Miller, including the intersection approaches to the eastbound end of Radii's of W. Belfort intersection. It is not anticipated that the scope goes beyond project limits however, should Fort Bend County request additional work, CobbFendley will draft a separate proposal with associated compensation for such services. The proposed roadway section(s) will be evaluated along the existing Clodine Road. The existing posted speed limit is 50 MPH. Final Posted speed will be determined after the completion of the project. Based

on the initial kick-off meeting with LJA, FBC PCT 4 managing consultant, following constitute the primary goals of the preliminary engineering report (PER):

1. Prepare and evaluate proposed typical section alternatives,
2. Determine right-of-way parcel acquisition needs,
3. Determine potential conflicts with existing utilities and associated resolution,
4. Early Identification of critical path items,
5. Identify drainage problem areas, mitigation efforts, and potential resolution(s), and
6. Prepare "30%" completed plan set as part of the PER to be used towards final PS&E efforts
7. Prepare probable construction cost estimate for the preferred typical section alternative

The Preliminary Engineering Report (PER)/Technical Memorandum

The purpose of this PER/Technical Memorandum is to clearly depict a refined horizontal and vertical alignments and to document the six goals stated above. CobbFendley will not prepare a Presentation quality document as the report will remain internal to Fort Bend County Engineering staff and the County's project management consultant. The PER/Technical Memorandum will include an executive summary, applicable plans, a drainage report, a construction cost estimate, and a geotechnical report as applicable. CobbFendley will deliver three (3) copies of the report to the County. At 30% completion a review/ presentation with Fort Bend County and CobbFendley will be held. CobbFendley will draft a separate proposal with associated compensation for any further requirements or additional scope of work requested by Fort Bend County.

Surveying and ROW Mapping

A. Topographic survey

Topographic survey will be performed and completed during preliminary design. Horizontal & Vertical Control and Topographical Surveying and Roadway Cross-Sections will include but are not limited to the following:

- a. Horizontal and vertical project control shall be established relative to the North American Datum of 1983 (NAD 83, 2001 adjustment) and the North American Vertical Datum of 1988 (NAVD 88, 2001 adjustment/TSARP datum).
- b. Temporary benchmarks and baseline controls will be set, both with 1,000-foot maximum spacing between points.
- c. During topographic survey, found property corners will be documented in order to determine the approximate location and width of the right-of-way. Visible property delineators such as fence corners and other existing monumentations will also be tied in order to evaluate alignment alternatives within project limits.
- d. The Topographical survey shall be along Clodine Road from 300-ft south of the Denver Miller intersection to 300-ft north of the W. Belfort intersection for approximately 5,300 feet. The

topographical survey will also extend along major & minor intersecting street for 200-ft & 300-ft in E-W directions along Denver Miller and W. Belfort respectively.

- e. Roadway cross sections will be obtained at 100 ft. intervals. Cross-sections shall extend 25 feet beyond the existing rights-of-way lines as applicable but not behind the platted subdivision fence.
- f. Topographic survey will identify locations and elevations of physical features to include buildings, fences, walls, trees, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipes as applicable.
- g. Topographic survey of any/all existing structures in clear view and within 100 feet of the existing right-of-way.
- h. Determination of right-of-way acquisition parcels based on proposed alignment for road expansion as part of preliminary design. ROW acquisition is not anticipated at this time.
- i. The survey data collection and survey base map will include: Horizontal and vertical location of existing utilities within, crossing and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps and plans provided by the utility owners and marked by "One Call" within the projects limits, Flow line elevations, sizes, material types and directions of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures as applicable.
- j. A 3D topographical survey base map including a digital terrain model (DTM) and triangular irregular network (TIN) will be created for the existing roadway surface features.
- k. The survey line work and surface TIN shall be provided to the Client in Microstation/Geopak CADD platform.

B. Right of Way Mapping

Existing ROW envelope Determination

The existing ROW envelope will be performed upon completion and acceptance of the study phase findings and will include the following tasks:

- a. Perform abstract survey; obtain deeds of records, and plats for Clodine Road right-of way, streets intersecting Clodine Road and tracts of land adjoining Clodine Road.
- b. Establish the existing right-of-way of Clodine Road and intersecting streets.
- c. Prepare existing Right-of Way Map of the project.
- d. Prepare Survey Control Sheet(s) for the project.
- e. Establish a recoverable existing and proposed iron rods and/or monumentation set for cutback corners along Clodine Road and at intersecting streets.

Proposed ROW Maps

Once right-of-way needs have been determined and approved by the County. The Engineer shall provide services including surveying in accordance with Category IA Condition II Land Title Survey must be performed to produce parcel map and metes-and-bounds descriptions for any proposed parcel to be acquired in the project. These documents will be submitted separately from other design documents, and will be paid for on a per-parcel basis.

Drainage Study & Report

The drainage study report is prepared to document the existing conditions and provide basic design considerations along with estimated construction cost of drainage related items.

The following tasks will be performed and will be included in the drainage study report:

1. We will request, obtain, review and evaluate available data for the study area including FBCDD Drainage Study(s), as-built plans, the latest version of the reference standards and criteria and other information.
 - a. Obtain, review, and evaluate available existing public and private utility information relevant to the characteristic of the existing storm sewer systems and outfall drainage channels/systems for the study area.
2. We will perform field visits to the study area and vicinity to photograph and adequately document existing conditions and special concerns.
 - a. Research and review the reported findings of all available, previous studies related to the study area and vicinity.
 - b. Gather existing roadside ditch, culvert, and overland flow information using LiDAR and collected survey data. The survey shall include the location of all drainage appurtenances (i.e., ditches, culverts, equalizers, inlets, manholes, and detention facilities) to be adequately identified to display their respective geometric positions within the right-of-way. In addition, the identification of high points in roadways and ditches shall be determined from the best management practices during the site visits.
3. Perform Existing Condition Analysis:
 - a. Analyze LiDAR Data to determine existing condition overland sheet flow patterns
 - b. Identify and locate existing condition outfall locations and drainage systems
 - c. Analyze existing terrain for overland flowpaths
 - d. Determine Existing Condition drainage areas, create drainage area maps and compare to Fort Bend County Masterplan Drainage areas - modify where necessary
 - e. Perform existing condition hydrologic calculations based upon Fort Bend County Drainage District ("FBCDD") drainage criteria
 - f. Analyze conveyance capacity of existing condition roadside ditches, culverts and contributing storm sewer systems (where applicable)
4. Perform Proposed Condition Analysis:

- a. Determine Proposed Condition drainage areas and create drainage area map
 - b. Perform proposed condition hydrologic calculations per FBCDD drainage criteria
 - c. Perform comparison between existing and proposed condition hydrology to determine impervious cover storage volume required
 - d. Determine required outfall size
 - e. Estimate detention volume required to offset impervious cover and reduced roadside ditch ("RSD") storage volume
 - f. Determine drainage system size required to convey flow within the ROW
 - g. Increase estimated ditch sizes to provide additional conveyance capacity and volume to offset impervious cover and reduced RSD storage volume (where possible)
 - h. Develop measures to mitigate increases in HGL associated with the proposed roadway improvement project within the County ROW
5. We will prepare a report with maps, exhibits and an estimated construction cost for drainage related items (including acquisition of additional ROW). Drainage meeting will determine which option the county would like to move forward with and the final analysis will be done to the one option. The study/report will conform to FBCDD standards and approved by FBCDD.

Utilities

Research to determine the existence and location of underground utilities (pipelines, duct banks, etc.) is the design consultant's responsibility. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers should be obtained. An appropriate attempt must be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features should be identified. Any subsurface utility investigation (SUI) should be at the expense of the utility company. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the County and/or its project management consultant.

Geotechnical Report

a. Field Study

There will be a total of five (5) soil borings drilled to depths of 10 feet staggered along the project alignment to evaluate subsurface conditions. A total of 50 vertical feet of drilling is included within the project site. Pavement cores (6-inch diameter) will be taken at selected locations on the existing pavement within the project limits to define the existing pavement structure such as asphalt and base thickness, and subgrade characteristics.

Geotechnical engineer will perform the necessary One-Call notifications prior to beginning the field drilling activities. The borings will be located in the field using recreational grade GPS and/or by pacing distances from known landmarks or reference points. The final boring locations will be surveyed in the field and (XYZ) coordinates will be incorporated into the geotechnical report.

Traffic control will be required to safely route traffic around the coring crew and drilling rig during the field work activities. The geotechnical engineer will provide off-duty police officers and/or other certified traffic subcontractor to perform traffic control duties.

The field work will be conducted using standard geotechnical drilling and sampling procedures. The soil borings will be sampled continuously to 10 feet. Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Immediately following completion of drilling activities, water level readings, if applicable, will be recorded for the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations. Please note that 24-hour water level readings will not be obtained because some of the boreholes are located on the existing asphalt roadway and traffic lanes cannot be closed for that amount of time. The pavement section will then be plugged and sealed with ready-mix concrete or non-shrink grout mixture and flushed with the adjacent ground/pavement surface elevation.

b. Laboratory Testing

Upon completion of the subsurface exploration, a general testing program will be designed to define the moisture condition, classification, strength, and shrink/swell characteristics of the subsurface soil samples. The laboratory testing program is anticipated to include moisture content determinations, Atterberg Limits, percent passing No. 200 sieve, grain size analyses, unit dry weights, and unconfined compressive strength tests. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards and samples will be kept for 30 days upon submittal of the final report. For pavement design analysis, the modulus of subgrade reaction will be assumed based on the laboratory test results performed to determine the classification of the subgrade soils and estimate their strength characteristics.

c. Engineering Analyses and Report

The results of the field and laboratory studies will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a draft geotechnical report which will be finalized after we receive CLIENT comments. The geotechnical report will include the following information:

- I. A summary of the field exploration and laboratory testing programs;
- II. Boring logs and laboratory testing results;
- III. Subsurface stratigraphy and groundwater conditions;
- IV. Bedding and backfill criteria for drainage culvert extension installation;
- V. Pavement subgrade preparation and pavement design in accordance with 1993 AASHTO standards for roads; and
- VI. Drainage ditch recommended slope gradient and erosion control guidelines.

Environmental Site Assessment (ESA)

Preliminary wetlands investigations and project notification to the Texas Historical Commission will be performed by the County on a program-wide basis, so these efforts should not be needed on a project level. CobbFendley will also be notified if a Phase I Environmental Site Assessment (ESA I) is needed for the project, which can be performed by the County designated environmental/geotechnical consultant.

Traffic Engineering

Traffic Control Plans- Detailed Traffic control plans (TCP) will be prepared based on the approach and the number of construction phases decided in the conceptual TCP as part of the study. TCP will be designed according to the latest edition of The Texas Manual on Uniform Traffic Control Devices.

SWPPP

Storm water pollution prevention plans (SWPPP) will be prepared and included in the construction documents and project manual based on FBC and/or HCFCF criteria.

Schedule

The PER is anticipated that the PER and Final Design to be concluded in 150 days and 120 days from the notice to proceed date respectively. It must be noted that abovementioned document delivery durations do not include County's intermediate review time and acceptance by the County Engineer's office.

Compensations

It is mutually agreed that the fee for the preliminary and final design efforts will be paid in lump-sum basis to be billed monthly on a percent complete basis by respective tasks performed. The invoices to the County will also accompany itemized major tasks for preliminary design, final design, survey, geotechnical, etc. performed within each billing cycle.

Design Criteria

Applicable design criteria include, in order of priority, (1) *Fort Bend County Drainage Criteria Manual* (Fort Bend County Drainage District, November 1987, revised April 1999), (2) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (3) *Guidelines for Engineers Having Contracts with Harris County, Texas* (Harris County Public Infrastructure Department, 1987), (4) applicable Texas Department of Transportation design criteria (all County maintained traffic signals, other items as applicable), and (5) the *Infrastructure Design Manual* (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). Municipalities contributing funds to the project may review the submittals.

Final Design Deliverables (60%, 90%, and final submittal)

The goal is to prepare construction drawings and specifications accurately and efficiently. CobbFendley will deliver 60 percent, 90 percent, 100 percent completed plans, and the final bid ready submittal at the scheduled milestones. These submittals will include but not limited to design drawings, a

specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

The 60 percent submittal will include the following deliverables:

1. Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
2. Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
3. Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
4. Survey control map
5. Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
6. Plan and profile sheets (1" = 20' plan scale but printed half-size for a 1" = 40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 60%)
7. Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
8. Storm Water Pollution Prevention Plan (drawings and text including details)
9. Specification table of contents (typically Harris County specifications)
10. Bid form with estimated unit and total costs (spreadsheet based)
11. CobbFendley will submit electronic copy of the 60% plans in PDF format for the County review.

The 90 percent completed plans will be stamped with 90 percent review and are considered complete. This deliverable will encompass all 60 percent requirements plus the following:

1. General notes sheet
2. Verify earthwork quantities with cross sections at 100-foot intervals. Cross sections will be incorporated into the final plans for contractors information.
3. Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
4. Standard construction details
5. Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
6. Responses to 60 percent comments
7. CobbFendley will submit electronic copy of the 90 percent completed plans in PDF format for the County review.

Final Submittal

Final design efforts will be considered complete when comments to the 90 percent submittal have been addressed. CobbFendley will submit electronic copy of the 100 percent final completed plans and 3 sets of hard copies in 11" x 17" format for the County Engineer signature.

Bid and Construction Phase Services

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and CobbFendley will be provided with the document in Adobe Acrobat (pdf) format.

A single project manual file in Adobe Acrobat format will be prepared which will include the following:

- (1) Administrative documents,
- (2) The bid form (prepared by CobbFendley),
- (3) A sealed specification table of contents, and
- (4) Applicable specifications and documents.

CobbFendley will prepare and provide to the County with a single file in Adobe Acrobat format for the entire drawing set excluding the cover sheet, which contains approval signature(s), all drawings will be printed directly to Adobe Acrobat format with electronic seal and signature.

CobbFendley will provide the following services during the Bid phase services:

1. Prepare 27 compact discs, each containing the project manual file and the entire plan set. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the County's project management consultant. Hard copies of these documents are not required and will not be produced.
2. Attend a pre-bid meeting at the County Purchasing Office.
3. Briefly describe the project and will not prepare meeting minutes.
4. Receive bidder questions and clarifications from the County's Purchasing Agent.
5. Answers to questions and clarifications as well as any other required changes and prepare an addendum to include the responses and changes. The addendum will be distributed by the County's Purchasing Agent.

After the bid, the County's project management consultant will prepare a bid tabulation and provide a copy to the design consultant for filing.

Prior to the meeting, the project management consultant will inform CobbFendley of how many drawing and project manual sets are required, and the design consultant will provide these documents at the pre-construction meeting.

The following services will be performed by CobbFendley during the construction phase services:

1. Attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor. Review Shop Drawings (including detailed structural components)
2. Review contractor submittals and responding to Requests for Information (RFI)

3. Respond to contractors RFI's (justifiable number of RFI's)
4. Participate in a substantial completion walkthrough
5. Prepare record drawings after project completion based on contractor as-built markups, the record drawings will be printed on paper and delivered to the County
6. Field visits and progress meetings will not be required unless requested by the County as an additional service.

The construction duration for this project is estimated to take 12 months. It is our mutual understanding that the construction phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its project management consultant and CobbFendley. The construction phase services will be performed and continued with prior Fort Bend County authorization. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the design consultant. Reimbursable expenses, such as scanning and reproduction, will be billed at actual cost (no markup). The County is taxexempt and will not reimburse tax expenses. The project management consultant can provide a tax exemption form to the design consultant to ensure that tax is not charged.

Fee Summary
2017 Fort Bend County Mobility Program
Clodine Road from Denver Miller to W. Belfort
Fort Bend County Project No. 4-17

Sponsor: Fort Bend County

Description: Widening the existing 2-lane roadway by constructing 6-ft Shoulders

Date: 5/1/2018

Basic Services (Lump-Sum)

Phase I PER	\$	81,359
Phase II Final Design	\$	167,370
Phase III Limited CM Services*	\$	25,000
		<hr/>
Subtotal Phases I & II (PER & Final Design) and limited CA	\$	273,729

* As instructed by the County

Additional Services (Lump-Sum)

Topo Survey & Existing ROW Envelope (Huitt-Zollars)	\$	39,000
Proposed ROW Maps for 2 Parcels (Huitt-Zollars)	\$	-
Geotechnical Investigation (Raba-Kistner)	\$	8,175
		<hr/>
Subtotal Additional Services	\$	47,175

Expenses

Reimbursable Expenses	\$	499
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Subtotal Reimbursable Expenses	\$	499

PROJECT GRAND TOTAL	\$	321,403
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Cobb Fendley Fee Summary
 2017 Fort Bend County Mobility Program
 Clodine Road from Denver Miller to W. Belfort
 Sponsor: Fort Bend County
 Date: 5/1/2018

OVERALL BASIC SERVICES			
Classification	Hours	Rate	Labor Cost
Principal	18	\$91.67	\$1,650.00
Project Manager	254	\$75.00	\$19,050.00
Senior Hydrologist Engineer	39	\$70.00	\$2,730.00
Project Engineer III	175	\$53.33	\$9,333.33
Project Engineer I	440	\$41.67	\$18,650.00
Senior Technician	252	\$45.00	\$11,340.00
CAD Operator	343	\$36.67	\$12,576.67
RPLS	0	\$55.00	\$0.00
3-Man Crew	0	\$53.33	\$0.00
Survey Tech I	0	\$36.67	\$0.00
Utility Specialist	24	\$46.67	\$1,120.00
Clerical	32	\$25.00	\$795.00
Total Labor	1,584		\$77,245.00
OVERHEAD	180.00%		\$139,041.00
OPERATING MARGIN	15%		\$32,442.90
TOTAL BASIC SERVICES PHASES I&II			\$248,728.90

PER PHASE I			
Classification	Hours	Rate	Labor Cost
Principal	4	\$91.67	\$366.67
Project Manager	68	\$75.00	\$5,065.00
Senior Hydrologist Engineer	13	\$70.00	\$910.00
Project Engineer III	75	\$53.33	\$4,000.00
Project Engineer I	184	\$41.67	\$7,658.33
Senior Technician	72	\$45.00	\$3,240.00
CAD Operator	92	\$36.67	\$3,373.33
RPLS	0	\$55.00	\$0.00
3-Man Crew	0	\$53.33	\$0.00
Survey Tech I	0	\$36.67	\$0.00
Utility Specialist	8	\$46.67	\$373.33
Clerical	10	\$25.00	\$260.00
Total Labor	526		\$25,266.67
OVERHEAD	180.00%		\$45,480.00
OPERATING MARGIN	15%		\$10,612.00
TOTAL PHASE I SERVICES			\$81,358.67

FINAL DESIGN SERVICES (PHASE II)			
Classification	Hours	Rate	Labor Cost
Principal	14	\$91.67	\$1,283.33
Project Manager	186	\$75.00	\$13,965.00
Senior Hydrologist Engineer	26	\$70.00	\$1,820.00
Project Engineer III	100	\$53.33	\$5,333.33
Project Engineer I	264	\$41.67	\$10,991.67
Senior Technician	180	\$45.00	\$8,100.00
CAD Operator	251	\$36.67	\$9,203.33
RPLS	0	\$55.00	\$0.00
3-Man Crew	0	\$53.33	\$0.00
Survey Tech I	0	\$36.67	\$0.00
Utility Specialist	16	\$46.67	\$746.67
Clerical	21	\$25.00	\$525.00
Total Labor	1,058		\$51,978.33
OVERHEAD	180.00%		\$93,561.00
OPERATING MARGIN 15%			\$21,830.90
TOTAL PHASE II SERVICES			\$167,370.23

2017 Fort Bend County Mobility Program

Fort Bend County Project No. 4-17

Sponsor: Fort Bend County

Cladine Road from Denver Miller to W. Belfort

Consultant: Cobb, Fandley & Associates, Inc.

Manhour Estimate													
Task	Principal	Project Manager	Senior Hydrologist Engineer	Project Engineer III	Project Engineer I	Senior Technician	CAD Operator	RPLS	3-Man Crew	Survey Tech I	Utility Specialist	Clerical	Total Hours
Project Management													
Project kick-off meeting (1)	0	2	0	0	0	0	0	0	0	0	0	0	2
Attend status meetings (6)	0	8	0	0	0	0	0	0	0	0	0	0	8
Prepare invoices (monthly) (9)	0	4	0	0	0	0	0	0	0	0	0	0	32
Update project status (9)	0	8	0	0	2	0	0	0	0	0	0	0	19
Project coordination (project staff & sub)	0	24	0	0	24	0	0	0	0	0	0	0	48
Coordination & management	0	0	0	0	0	0	0	0	0	0	0	0	0
PRELIMINARY ENGINEERING REPORT													
PER (30%)													
Cost collection	0	1	0	0	4	0	0	0	0	0	0	0	5
Conduct field visits	0	2	0	0	2	0	0	0	0	0	0	0	4
Existing Condition Analysis													
Meetings/Coordination with FBC Drainage District and affiliated managing consultants	0	4	0	0	0	0	0	0	0	0	0	0	4
Analyze LIDAR Data to determine existing condition overhead sheet flow patterns	0	1	0	2	2	0	0	0	0	0	0	0	5
Identify and locate existing condition outfall locations and drainage systems	0	1	0	0	4	0	0	0	0	0	0	0	5
Analyze existing terrain for overhead flowpaths	0	0	1	0	4	0	0	0	0	0	0	0	5
Determine Existing Condition drainage areas and create drainage area map	0	0	1	0	8	0	0	0	0	0	0	0	9
Perform existing condition hydrologic calculations	0	0	2	0	8	0	0	0	0	0	0	0	10
Analyze conveyance capacity of existing condition manhole drops and culverts to determine existing	0	0	4	4	24	0	0	0	0	0	0	0	32
Proposed Condition Analysis													
Determine Proposed Condition drainage areas and create drainage area map - include 150' undeveloped	0	1	0	2	4	0	0	0	0	0	0	0	7
Perform proposed condition hydrologic calculations	0	1	0	2	4	0	0	0	0	0	0	0	7
Perform comparison between existing and proposed condition hydrology to determine mitigation etc.	0	0	0	2	4	0	0	0	0	0	0	0	6
Create alternatives (3) proposed condition drainage systems to convey design storm using FBCDD	0	0	2	4	16	0	0	0	0	0	0	0	22
Create dynamic models to verify flows and computed water surface elevations for complex drainage	0	1	2	8	16	0	0	0	0	0	0	0	27
Determine/locate potential areas for detention to mitigate impacts (if necessary)	0	1	1	1	0	0	0	0	0	0	0	0	3
H&H Report													
Write preliminary drainage study report	0	1	0	8	24	0	0	0	0	0	0	2	35
Prepare drainage cost estimate	0	1	0	0	4	0	0	0	0	0	0	0	5
Prepare maps and exhibits for report	0	1	0	4	0	0	0	0	0	0	0	0	5
Typical sections													
Typical sections	0	4	0	0	0	0	4	0	0	0	0	0	8
Horizontal alignments	0	4	0	4	0	8	8	0	0	0	0	0	24
Schematic layout of 30% Plan production	0	16	0	16	16	40	40	0	0	0	0	0	128
Cross sections	0	2	0	0	8	8	8	0	0	0	0	0	26

Task	Principal	Project Manager	Senior Hydrologist Engineer	Project Engineer II	Project Engineer I	Senior Technician	CAD Operator	RPLS	3-Man Crew	Survey Tech I	Utility Specialist	Clerical	Total Hours
Initial Traffic Engineering (TCP phasing)	0	2	0	8	0	8	8	0	0	0	0	0	26
Public & Private Utility coordination	0	2	0	0	8	0	0	0	0	0	8	0	18
Construction cost estimates	0	2	0	2	8	0	0	0	0	0	0	0	12
Complete the Updated Report/Exhibit/Charts	0	4	0	8	8	8	24	0	0	0	0	0	58
QA/QC	4	2	0	0	0	0	0	0	0	0	0	0	6
Subtotal	4	20	0	18	16	16	32	0	0	0	8	0	100
Final Design													
60% submittal													
Refine layout alignments	0	2	0	0	0	8	2	0	0	0	0	0	12
Drainage design, Drainage Area Map	0	2	2	4	2	2	2	0	0	0	0	0	14
Utility research, adjustments, relocation	0	1	0	4	8	0	4	0	0	0	8	0	25
Cover sheet/index Sheet (2 Sheets)	0	1	0	0	0	0	2	0	0	0	0	0	3
Typical sections (1 Sheet)	0	1	0	0	0	0	4	0	0	0	0	0	5
Layout sheet (1 Sheet)	0	1	0	0	0	0	2	0	0	0	0	0	3
Plan & profile sheets Street (10)	0	24	8	16	40	40	48	0	0	0	0	0	176
Plan & profile and intersection detail sheets (2)	0	4	4	8	8	8	16	0	0	0	0	0	48
Traffic control plan	0	4	0	4	16	0	24	0	0	0	0	0	48
Cross sections	0	1	0	4	0	16	6	0	0	0	0	0	27
Traffic signal Warrant Study at Roosevelt & Gaston	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic signal at W. Belfort (Existing & Proposed Condition)	0	0	0	0	0	0	0	0	0	0	0	0	0
Signing & Pavement Marking	0	2	0	4	4	8	8	0	0	0	0	0	26
Misc Details	0	2	0	4	4	0	8	0	0	0	0	0	18
Quantities	0	1	0	6	4	0	0	0	0	0	0	0	9
Cost Estimates	0	2	0	2	2	0	0	0	0	0	0	0	6
QA/QC	4	2	0	0	0	0	0	0	0	0	0	0	6
Subtotal (60% submittal)	4	50	0	34	66	64	122	0	0	0	8	0	324
90% submittal													
Cover sheet/index Sheet (2 Sheets)	0	0	0	0	0	0	1	0	0	0	0	0	1
General notes/Special Provisions/Speed Limits (2 Sheets)	0	2	0	2	2	0	1	0	0	0	0	2	9
Typical sections (1 Sheet)	0	0	0	0	0	0	1	0	0	0	0	0	1
Layout sheet (1 Sheet)	0	0	0	0	4	0	4	0	0	0	0	0	8
Drainage design, Drainage Area Map	0	2	4	0	2	2	4	0	0	0	0	0	14
Plan & profiles (12)	0	0	4	4	15	24	24	0	0	0	0	0	60
Plan & profiles and intersection detail sheets (2)	0	2	2	0	8	16	4	0	0	0	0	0	32
Utility research, adjustment, relocation	0	2	0	0	8	16	16	0	0	0	0	0	42
Traffic control plan	0	4	0	4	0	8	8	0	0	0	0	0	24
Cross sections	0	2	0	0	0	8	16	0	0	0	0	0	26
Stormwater pollution prevention plans	0	2	0	2	8	0	4	0	0	0	0	0	16
Traffic signal at W. Belfort (Existing & Proposed Condition)	0	0	0	0	0	0	0	0	0	0	0	0	0
Signing & pavement markings (5 sheets)	0	2	0	0	24	0	8	0	0	0	0	0	34
Misc Details	0	2	0	2	8	0	4	0	0	0	0	0	16

Task	Principal	Project Manager	Senior Hydrologist Engineer	Project Engineer III	Project Engineer I	Senior Technician	CAD Operator	RPLS	3-Man Crew	Survey Tech I	Utility Specialist	Clerical	Total Hours
Quantities	0	2	0	0	16	0	0	0	0	0	0	0	18
Cost Estimates	0	2	0	0	16	0	0	0	0	0	0	0	18
Prepare project manual (specifications, bid forms)	0	40	0	0	24	0	0	0	0	0	0	1	73
QA/QC	2	4	2	0	0	0	0	0	0	0	0	0	6
SUBMITTAL #1 - Design Information Submittal	2	4	0	2	12	0	0	0	0	0	0	0	19
Bid-Ready 100% - Final Submittal													
Cover sheet/index Sheet (2 Sheets)	0	0	0	0	0	0	1	0	0	0	0	0	1
General notes/Special Specifications & Special Provisions (3 Sheets)	0	2	0	0	0	0	1	0	0	0	0	0	3
Typical sections (1 Sheet)	0	0	0	0	0	0	1	0	0	0	0	0	1
LAYOUT SHEET (2 Sheets)	0	0	0	0	0	0	1	0	0	0	0	0	1
DRAINAGE COMMENTS	0	1	0	0	1	0	1	0	0	0	0	0	3
Plan & Profiles (12)	0	1	0	0	2	0	2	0	0	0	0	0	9
Plan & profiles and intersection detail sheets (2)	0	1	0	0	0	2	2	0	0	0	0	0	5
Utility Design adjustment, relocation	0	1	0	0	1	0	2	0	0	0	0	0	12
Traffic control plan	0	1	0	0	0	1	2	0	0	0	0	0	4
Traffic signal at W. Belfort	0	1	0	0	0	1	1	0	0	0	0	0	3
Cross sections	0	1	0	0	0	4	2	0	0	0	0	0	7
Stormwater pollution prevention plans	0	1	0	0	0	1	1	0	0	0	0	0	3
Signage & pavement markings (10 sheets)	0	1	0	0	0	1	2	0	0	0	0	0	4
Detail office	0	1	0	0	0	1	2	0	0	0	0	0	4
Complete standard Details	0	1	0	0	0	1	1	0	0	0	0	0	3
Agency approvals (FDC Drainage District)	0	1	0	0	0	0	0	0	0	0	0	0	1
Quantities	0	1	0	0	1	0	0	0	0	0	0	0	2
Cost Estimates	0	1	0	0	1	0	0	0	0	0	0	0	2
Prepare complete project manual (specs, bid forms)	0	2	0	0	0	0	0	0	0	0	0	4	8
100% Sign & Sealed Bid ready Package	0	2	0	0	2	0	0	0	0	0	0	4	24
QA/QC	0	4	0	0	0	0	0	0	0	0	0	0	12
SUBMITTAL #2 - Final Submittal													
Contract/Bidding													
Attend Pre-Bid & Pre-Con Meeting	0	0	0	6	6	0	0	0	0	0	0	0	20
Questions & Addenda	0	0	0	16	16	0	0	0	0	0	0	4	41
Evaluation & Recommendation of Bid	0	0	0	2	2	0	0	0	0	0	0	4	16
SUBMITTAL #3 - Bid Award													
Submittal #3 - Bid Award	1	1	0	0	0	0	5	0	0	0	0	0	10
TOTAL HOURS PER FINAL DESIGN	18	25	12	12	44	212	34	0	0	0	24	12	1564

2017 Fort Bend County Mobility Program

Fort Bend County Project No. 4-17

Sponsor Fort Bend County

Clodine Road from Danter Miller on W. Belfort

Consultant Cobb, Fenley & Associates, Inc.

Expense Estimate						
Task	Deliverables	Miles	Mileage (\$0.58 per mile)	Reproduction	Review Fees (TDLR)	Total Cost
Project Management						
Project kick-off meeting (1)	\$0	140	\$81.2	\$0	\$0	\$81.2
Attend status meetings (12)	\$0	300	\$174.0	\$0	\$0	\$174.0
Prepare invoice (monthly) (12)	\$0		\$0	\$0	\$0	\$0
Update project status (12)	\$0		\$0	\$0	\$0	\$0
Project coordination (project staff & subs)	\$0		\$0	\$0	\$0	\$0
Preliminary Engineering Report						
Data collection	\$0	300	\$174.0	\$0	\$0	\$174.0
Conduct field visits	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Horiz/Vert alignments	\$0		\$0	\$0	\$0	\$0
Alternatives analysis	\$0		\$0	\$0	\$0	\$0
Traffic studies	\$0		\$0	\$0	\$0	\$0
Drainage studies	\$0		\$0	\$0	\$0	\$0
Construction sequencing/TCP	\$0		\$0	\$0	\$0	\$0
Utility coordination	\$0		\$0	\$0	\$0	\$0
Right-of-Way requirements	\$0		\$0	\$0	\$0	\$0
Construction cost estimate	\$0		\$0	\$0	\$0	\$0
Interagency coordination	\$0		\$0	\$0	\$0	\$0
Prepare draft PER	\$0		\$0	\$0	\$0	\$0
Prepare final PER	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Final Design						
Revise horiz/vert alignments	\$0		\$0	\$0	\$0	\$0
Drainage design	\$0		\$0	\$0	\$0	\$0
Utility coordination	\$0		\$0	\$0	\$0	\$0
Agency approvals (TxDOT, Drainage District, TDLR)	\$0		\$0	\$0	\$0	\$0
Prepare 50% submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profile	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Illustration	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Technical specifications	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Prepare 100% submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
General notes	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profile	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Cost estimates	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Signing & pavement markings	\$0		\$0	\$0	\$0	\$0
Illustration	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Prepare project manual (specifications, bid forms)	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Prepare final submittal						
Cover sheet	\$0		\$0	\$0	\$0	\$0
General notes	\$0		\$0	\$0	\$0	\$0
Typical sections	\$0		\$0	\$0	\$0	\$0
Layout sheet	\$0		\$0	\$0	\$0	\$0
Drainage area map	\$0		\$0	\$0	\$0	\$0
Plan & profile	\$0		\$0	\$0	\$0	\$0
Traffic control plan	\$0		\$0	\$0	\$0	\$0
Cost estimates	\$0		\$0	\$0	\$0	\$0
Stormwater pollution prevention plans	\$0		\$0	\$0	\$0	\$0
Traffic signals	\$0		\$0	\$0	\$0	\$0
Signing & pavement markings	\$0		\$0	\$0	\$0	\$0
Illustration	\$0		\$0	\$0	\$0	\$0
Bridges	\$0		\$0	\$0	\$0	\$0
Details	\$0		\$0	\$0	\$0	\$0
Quantities	\$0		\$0	\$0	\$0	\$0
Cost Estimates	\$0		\$0	\$0	\$0	\$0
Prepare complete project manual (spec, bid forms and front end doc)	\$0		\$0	\$0	\$0	\$0
QA/QC	\$0		\$0	\$0	\$0	\$0
Bid Phase						
Attend Pre-Bid Meeting	\$0	100	\$58.0	\$0	\$0	\$58.0
Questions & Answers	\$0		\$0	\$0	\$0	\$0
Tribulation & Recommendation of Bid	\$0		\$0	\$0	\$0	\$0
Total Cost	\$0		\$499	\$0	\$0	\$499

Proposal No. PHA18-036-00
March 20, 2018

P 713.996.8990 F 713.996.8993
Toll Free 866.996.8990
TBPE Firm – F-3257

Mr. Mahmoud Salehi, P.E., Principal
Cobb Fendley & Associates, Inc.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

**RE: Proposal for Geotechnical Engineering Services
Fort Bend County Precinct 4
Project 4-17 - Clodine Road Widening
From Denver Miller to W. Belfort
Fort Bend County, Texas**

Dear Mr. Salehi:

Raba Kistner Consultants, Inc. (RKCI) is thankful for having been selected by Fort Bend County (OWNER) as a member of the project's design team to provide Geotechnical Engineering Services to Cobb Fendley & Associates, Inc., (CLIENT) for the above-referenced project. As such, **RKCI** is pleased to submit this proposal to CLIENT for the services described herein. The broad objectives of our study will be to explore subsurface conditions within the limits of the subject project and to provide recommendations for design and construction of new flexible pavement associated with the existing road widening and bedding and backfill for the extension of the existing culvert. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study fee.

Project Description

The overall project scope includes a study, design, and bid phase engineering services to be provided by CLIENT to develop the project's PS&E package for construction of an approximately 4,700-foot long flexible pavement rehabilitation (mill & overlay) project along Clodine Road, From Denver Miller Road to W. Belfort Road, to include its widening to the west side and the extension of an existing multi-barrel culvert structure at an existing ditch crossing. The existing about 0.9-mile long portion of rural roadway section consists of a 2-lane, open ditch road with no shoulders and will require traffic control in order to core the pavement and drill and sample the borings.

The purpose of our geotechnical engineering study will be to determine existing pavement section thickness and to develop geotechnical engineering recommendations for design of new asphalt pavement and installation of drainage culverts. The following sections of this proposal further describe our proposed geotechnical scope of services.

Field Study

We have been asked by CLIENT to drill a total of five (5) soil borings each to depths of 10 feet staggered along the project alignment to evaluate subsurface conditions. A total of 50 vertical feet of drilling is included within the project site. Pavement cores (6-inch diameter) will be taken at CLIENT-selected locations on the existing pavement within the project limits to define the existing pavement structure such as asphalt and base thickness, and subgrade characteristics.

RKCI will perform the necessary One-Call notifications prior to beginning the field drilling activities. The borings will be located in the field using recreational grade GPS and/or by pacing distances from known landmarks or reference points. Our scope of services and cost do not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

Traffic control will be required to safely route traffic around the coring crew and drilling rig during the field work activities. **RKCI** will provide off-duty police officers and/or other certified traffic subcontractor to perform traffic control duties.

The field work will be conducted using standard geotechnical drilling and sampling procedures. The soil borings will be sampled continuously to 10 feet. Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Immediately following completion of drilling activities, water level readings, if applicable, will be recorded for the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations. Please note that 24-hour water level readings will not be obtained because some of the boreholes are located on the existing asphalt roadway and traffic lanes cannot be closed for that amount of time. The pavement section will then be plugged and sealed with ready-mix concrete or non-shrink grout mixture and flushed with the adjacent ground/pavement surface elevation.

Laboratory Testing

Upon completion of the subsurface exploration, a general testing program will be designed to define the moisture condition, classification, strength, and shrink/swell characteristics of the subsurface soil samples. The laboratory testing program is anticipated to include moisture content determinations, Atterberg Limits, percent passing No. 200 sieve, grain size analyses, unit dry weights, and unconfined compressive strength tests. However, the actual type and number of laboratory tests will be based on the subsurface

conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards and samples will be kept for 30 days upon submittal of the final report. For pavement design analysis, the modulus of subgrade reaction will be assumed based on the laboratory test results performed to determine the classification of the subgrade soils and estimate their strength characteristics.

Engineering Analyses and Report

The results of the field and laboratory studies will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a draft geotechnical report which will be finalized after we receive CLIENT comments. The geotechnical report will include the following information:

- A summary of the field exploration and laboratory testing programs;
- Boring logs and laboratory testing results;
- Subsurface stratigraphy and groundwater conditions;
- Bedding and backfill criteria for drainage culvert extension installation;
- Pavement subgrade preparation and pavement design in accordance with 1993 AASHTO standards for roads; and
- Drainage ditch recommended slope gradient and erosion control guidelines.

Electronic copies of the draft geotechnical report and final geotechnical report will be provided.

Tentative Project Schedule

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within five working days of receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rigs and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site (if any). The field exploration and laboratory testing phases of the study are expected to take approximately ten working days to complete. The engineering report will be submitted within an additional ten working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

Lump Sum Cost

The total lump sum cost for the study outlined herein is \$8,175. Should unusual subsurface conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with the attached Schedule of Fees for Professional Services.

RKCI has been provided with a schematic illustration of the limits of the subject project. Our scope of services and cost assumes that the boring locations will be accessible to truck-mounted drilling rigs with the vehicles and crew protected by a subcontracted traffic control firm consisting of lane closures and utilizing standard warning signs, cones, and/or off-duty law enforcement personnel to alert the traveling public of work ahead.

Further, RKCI will take reasonable efforts to locate underground utilities prior to performing any underground exploration activities by contacting the local "one call" utility locating service for commercial utility companies (such as natural gas, electric, water, etc.) to locate and mark in the field all utilities within the limits of the subsurface exploration activities. RKCI will not be responsible for any damage to utilities not properly located by the aforementioned method or to any utility not located by the aforementioned method but encountered and damaged during the subsurface exploration process. If during project execution RKCI feels that there exists a possibility of un-located or improperly located utilities, RKCI will notify CLIENT and discuss additional utility locating services and processes to reduce the probability of encountering a utility to acceptable levels. The cost of such additional utility locating services will be an additional charge and will not be done until approved by the CLIENT via additional work by supplemental agreement.

Historically, the cost of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete.

It should be noted that our study scope (and project cost) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) do not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

Acceptance

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Proposal No. PHA18-036-00
March 20, 2018

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Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.



Muhannad Hussein, P.E.
Project Engineer



Martin Vila, P.E., F. ASCE
Sr. Vice President

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date: _____

MH/MV/dar

Attachment

Copies Submitted: Above (1-electronic)

RABAKISTNER



STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK.
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
14. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured, builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
18. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

March 28, 2018

Mahmoud Salehi
Cobb, Fendley and Associates
13430 Northwest Fwy. Suite 1100
Houston, Texas 77040

Re: Proposal for Surveying Services (Clodine Road)

Dear Mr. Salehi,

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional services to Cobb, Fendley and Associates in connection with performing topographic and planimetric surveying services for the Fort Bend County 2017 Mobility Project located along Clodine Road beginning at the intersection of West Bellfort Road and extending in a southerly direction to the intersection of Denver Miller Road, being approximately 4,800 feet in length, and including approximately 400 linear feet of planimetric and topographic surveying services on both sides of Clodine Road along West Bellfort and Denver Miller Roads from the ERs, making a total length of approximately 6,000 linear feet.

Scope of Work

Topographic Surveying Services

- A. Perform enough research to approximately locate subdivision plats, right-of-ways, easements and other available survey elements, which may affect the physical boundaries of the project. All discovered easements with recordation information shall be identified and labeled on the survey submittal.
- B. Establish horizontal and vertical survey control points at spacing of approximately 1,000 feet within the project limits. Horizontal and vertical control shall be based upon the current NSRS standards as listed on the Fort Bend County website, with a tie to existing nearby FEMA benchmarks to show the relationship between the two datums.
- C. Locate and show readily visible above ground and below ground improvements.
- D. Perform cross-sections at 100 foot intervals, and extend the cross-sections approximately 25 feet beyond the right-of-way lines when feasible.
- E. Inform One-Call (Texas811) of the upcoming project and request that underground utilities be located before Huitt-Zollars goes onsite and then locate marked utilities.

Re: Proposal for Surveying Services (Clodine Road)
March 28, 2018

Land Boundary Services

- A. Perform professional land surveying services for two (2) corner clips, the locations of which to be determined at a later date.

Deliverables

Deliverables shall be an electronic drawing in MicroStation format, including DTM information and a TIN for the topographic survey.

Deliverables for the two corner clips will be signed and sealed plats and metes and bounds descriptions of the two parcels submitted as hard copies and one each in electronic format (.pdf).

Compensation

The above Scope of Services shall be completed for a Lump Sum Fee of \$39,000.00 for the Topographic Surveying Services and a Lump Sum Fee of \$5,000.00 for the Boundary Surveying Services comprising a Lump Sum total of \$44,000.00.

Additional Services

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Professional Fees and Charges Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior written approval from the Client.

These services can include, but will not be limited to the following:

1. Boundary services for other parcels.
2. Re-staking.
3. Staking lines and other items not listed in the Scope of Services above.
4. Construction staking.

Client Provided Services

Allow access/right of entry within the Site.

Schedule:

The Scope of Services above shall be completed in approximately 30 business days from the receipt of the signed and executed contract.

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this AGREEMENT:

HUITT-ZOLLARS

Re: Proposal for Surveying Services (Clodine Road)
March 28, 2018

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this AGREEMENT for services shall be authorization by the CLIENT for HUITT-ZOLLARS, INC. to proceed with the work.

2. STANDARD OF CARE

Services performed by HUITT-ZOLLARS under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

3. TAXES

All taxes, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the CLIENT in addition to fees.

4. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HUITT-ZOLLARS for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HUITT-ZOLLARS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HUITT-ZOLLARS in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HUITT-ZOLLARS more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT, for any reason, fails to pay an invoice or the undisputed portion of a HUITT-ZOLLARS invoice within sixty (60) calendar days of invoice date, HUITT-ZOLLARS will notify the CLIENT by registered mail that HUITT-ZOLLARS shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the CLIENT shall waive any claim against HUITT-ZOLLARS, and shall defend and indemnify HUITT-ZOLLARS from and against any claims for injury or loss stemming from HUITT-ZOLLARS' cessation of service. CLIENT shall also pay HUITT-ZOLLARS the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also

HUITT-ZOLLARS

Re: Proposal for Surveying Services (Clodine Road)
March 28, 2018

pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by CLIENT, CLIENT shall notify HUITT-ZOLLARS within ten (10) calendar days of receipt of the bill in question, and CLIENT and HUITT-ZOLLARS shall work together to resolve the matter within forty-five (45) days of it being called to HUITT-ZOLLARS' attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT.

5. CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to HUITT-ZOLLARS and HUITT-ZOLLARS shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HUITT-ZOLLARS, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

6. TERMINATION

In the event termination becomes necessary, the party (CLIENT or HUITT-ZOLLARS) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HUITT-ZOLLARS for services rendered and costs incurred up to the effective time of termination, in accordance with HUITT-ZOLLARS' prevailing Fee Schedule and Expense Reimbursement Policy.

7. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the CLIENT.

8. GOVERNING LAW

The laws of the State of Texas will govern the validity of this AGREEMENT, its interpretation and performance. Any litigation arising in any way from this AGREEMENT shall be brought to the courts of that State.

9. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or

Re: Proposal for Surveying Services (Clodine Road)
March 28, 2018

any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that HUITT-ZOLLARS' scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event HUITT-ZOLLARS or any other party encounters any hazardous or toxic materials, or should it become known to HUITT-ZOLLARS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HUITT-ZOLLARS' services, HUITT-ZOLLARS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

10. CONSTRUCTION OBSERVATION

HUITT-ZOLLARS shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HUITT-ZOLLARS does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

11. JOBSITE SAFETY

Neither the professional activities of HUITT-ZOLLARS, nor the presence of HUITT-ZOLLARS or its employees and subconsultants at a construction/project site, shall impose any duty on HUITT-ZOLLARS, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. HUITT-ZOLLARS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENT's contract with the Contractor.

The CLIENT also agrees that the Contractor shall defend and indemnify the CLIENT, HUITT-ZOLLARS and HUITT-ZOLLARS' subconsultants. The CLIENT also agrees that the CLIENT, HUITT-ZOLLARS and HUITT-ZOLLARS' subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance. The CLIENT shall furnish to HUITT-ZOLLARS certificates of insurance from the Contractor evidencing

HUITT-ZOLLARS

Re: Proposal for Surveying Services (Clodine Road)
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the required coverage specified above. The certificates shall include a provision that HUITT-ZOLLARS shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage.

12. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION

CLIENT shall be responsible for, and HUITT-ZOLLARS may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT or any of its other consultants (collectively the CLIENT) to HUITT-ZOLLARS pursuant to this Agreement. HUITT-ZOLLARS may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HUITT-ZOLLARS due to changes and/or incorrectness of information provided by the CLIENT shall be compensable to HUITT-ZOLLARS.

13. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by HUITT-ZOLLARS as instruments of service shall remain the property of HUITT-ZOLLARS. HUITT-ZOLLARS shall retain all common law, statutory and other reserved rights, including the copyright thereto.

14. SEVERABILITY

Any term or provision of this AGREEMENT found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this AGREEMENT shall remain in full force and effect.

15. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HUITT-ZOLLARS as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

HUITT-ZOLLARS

Re: Proposal for Surveying Services (Clodine Road)
March 28, 2018

16. LIMITATION OF LIABILITY

IN ORDER FOR THE CLIENT TO OBTAIN THE BENEFITS OF A FEE WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING, THE CLIENT AGREES TO LIMIT HUITT-ZOLLARS' LIABILITY ARISING FROM HUITT-ZOLLARS' PROFESSIONAL ACTS, ERRORS OR OMISSIONS, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF HUITT-ZOLLARS SHALL NOT EXCEED HUITT-ZOLLARS' TOTAL COMPENSATION FOR THE SERVICES RENDERED ON THIS PROJECT.

Authorization

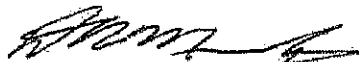
Should this proposal meet with your approval and acceptance, please sign and return to our office. We will schedule the above services as soon as we receive your authorization. If you have any questions, please call.

Sincerely,

HUITT-ZOLLARS, INC.



Maurice E. Love, R.P.L.S.
Survey Manager



Daniel R. Menendez, P.E., PWLF
Vice President

Enclosure

Accepted and Approved for
Cobb, Fendley and Associates

(Signature)

(Name)

(Title)

(Date)

HUITT-ZOLLARS

Houston

2018

HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge	\$ 245.00
Design Principal	\$ 210.00
Sr. Project Manager	\$ 210.00
QA Manager	\$ 190.00
Project Manager	\$ 185.00
Sr. Civil Engineer	\$ 180.00
Sr. Structural Engineer	\$ 190.00
Sr. Mechanical Engineer	\$ 180.00
Sr. Electrical Engineer	\$ 185.00
Civil Engineer	\$ 175.00
Structural Engineer	\$ 170.00
Mechanical Engineer	\$ 150.00
Electrical Engineer	\$ 160.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 120.00
Sr. Architect	\$ 185.00
Architect	\$ 150.00
Architect Intern 1	\$ 90.00
Architect Intern 2	\$ 110.00
Architect Intern 3	\$ 140.00
Sr. Landscape Architect	\$ 165.00
Landscape Architect	\$ 130.00
Landscape Architect Intern	\$ 95.00
Sr. Planner	\$ 205.00
Planner	\$ 120.00
Planner Intern	\$ 80.00
Sr. Designer	\$ 150.00
Designer	\$ 125.00
Sr. CADD Technician	\$ 130.00
CADD Technician	\$ 90.00

Interior Design

Sr. Interior Designer	\$ 110.00
Interior Designer	\$ 95.00
Interior Designer Intern	\$ 75.00

Survey

Survey Manager	\$ 160.00
Sr. Project Surveyor	\$ 150.00
Project Surveyor	\$ 125.00
Surveyor Intern	\$ 120.00
Survey Technician	\$ 105.00

Survey Crews

1-Person Survey Crew	\$ 95.00
2-Person Survey Crew	\$ 140.00
3-Person Survey Crew	\$ 170.00

Construction

Construction Manager	\$ 175.00
Resident Engineer	\$ 165.00
Sr. Project Representative	\$ 125.00
Resident Project Representative	\$ 95.00

Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 70.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate