

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 Costello, 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 reconstruction of bridges on Pecan Creek Road and Cedar Creek Road over Jones Creek under Project No. BR19301 (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 preliminary engineering services as described in Contractor’s Proposal 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 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred eight thousand four hundred forty-four dollars and no/100 (\$108,444.00) 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 one hundred eight thousand four hundred forty-four dollars and no/100 (\$108,444.00) 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 one hundred eight thousand four hundred forty-four dollars and no/100 (\$108,444.00).

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, 2021. 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 AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, 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, 1st Floor
Richmond, Texas 77469

Contractor: Costello, Inc.
Attn: Corbett L. Freeman, P.E., Vice President
2107 CityWest Boulevard, 3rd Floor
Houston, Texas 77042

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 shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

County and 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 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, 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.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

FORT BEND COUNTY

COSTELLO, INC

KP George, County Judge



Corbett L. Freeman, P.E., Vice President

Date

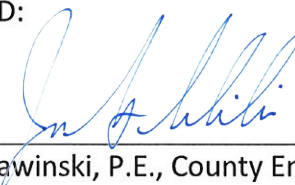
12/16/19

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, 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



December 2, 2019

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
310 Jackson St., #101
Richmond, Texas 77469

RE: Proposal for Preliminary Engineering Services for
Pecan Creek Road and Cedar Creek Road Bridges
Fort Bend County, Texas
Project Number: BR19301

Dear Mr. Slawinski:

Costello, Inc., (CI), is pleased to provide this proposal to provide Engineering services for the referenced project. Within this proposal letter are the project scope, scope of services, compensation, and the schedule for proposed services.

PROJECT OBJECTIVE

Fort Bend County Precinct 3 is planning for the re-construction of bridges on Pecan Creek Road and Cedar Creek Road over a Gulf Coast Water Authority Canal (Jones Creek). It is understood that the existing bridges over Jones Creek serve as the only access point for the two country subdivisions located north of canal and that during heavy rainfall event the bridges are sometimes impassable. It is also understood that the goal of this project is to install new bridges at an elevation that will not cause them to be impassable during heavy rainfall events. This proposal is for preliminary engineering as well as associated additional services for the project.

Engineering services will be performed in accordance with Fort Bend County, Fort Bend County Drainage District, and TxDOT design criteria, specifications, details, and standards, as well as the TxDOT Manual for Uniform Traffic Control Devices.

SCOPE OF SERVICES

BASIC SERVICES

A Preliminary Engineering

1. Tasks associated with the development of a preliminary engineering letter report in accordance with Fort Bend County standards. The letter report will include a minimum of two (2) conceptual bridge layouts primarily based on differing beam type/depth, construction cost estimates, and preliminary construction schedule.

2. The report will reflect the preliminary design for the two bridges on Pecan Creek Road and Cedar Creek Road. The bridges are planned to be two lanes (2-12-foot wide lanes) with bridge rails but no sidewalks. At both locations, bridge length is anticipated to be limited to 200 feet with approach roadway length limited to 125 feet at each end. Very limited driveway reconstruction may be necessary at tie-in points.
3. Coordinate with the Gulf Coast Water Authority (GCWA) and private utility companies whose facilities may be affected by the proposed construction and obtain the location of their existing and planned facilities. When necessary, we will assist the County in negotiations with the GCWA and pipeline companies and authorities for adjustment of their facilities.
4. Evaluate temporary road connections between the two subdivisions. Connections are assumed to be crushed concrete or crushed limestone all weather access roads. Fort Bend County to coordinate with residents, if required.
5. Evaluate potential right of way needs for the slope embankment of the bridges, if necessary. Fort Bend County to coordinate with residents, if required.
6. Weisser Engineering Company will provide surveying services (see attached proposal).
7. CI will prepare a limited hydraulic analysis of the proposed bridge improvements for Pecan Creek and Cedar Creek utilizing the latest Jones Creek HEC-RAS model prepared in 2019. This analysis will determine the bridge geometric design hydraulic parameters (pier widths, abutment, low chord elevations, and deck elevations) required so the bridge will not impact the peak water surface elevations of the 10, 25, and 100-year storm events. The 100-year storm event rainfall data will be taken from the Fort Bend County Drainage District (FBCDD) interim drainage criteria point rainfalls to ensure the design demonstrates no impact to the Atlas 14 100-year rainfall. CI will coordinate with the FBCDD consultants preparing the Jones Creek Master Drainage Plan to allow for discussion of future channel improvements and possible impacts on the design elements of the bridge crossings. A technical letter will be developed summarizing the analysis and conclusions and submitted to Fort Bend County for their review and approval.
8. Develop a 30% set of conceptual drawings basically including the plan and profile views (profile to be existing features only) and any preliminary major utility crossing details.
9. Develop a preliminary engineering cost estimate for each alternative.
10. Provide 3 draft copies of the engineering letter report for Fort Bend County review.
11. Receive Fort Bend County, Fort Bend County Drainage District, and agency review comments and incorporate into the final design phase of the project.
12. Environmental studies to be provided by Fort Bend County, if required.

ADDITIONAL SERVICES

- A. Review alternative of constructing one bridge and installing a temporary (or permanent) access road between the Pecan Creek and Woods Edge subdivisions.

ASSUMPTIONS/EXEMPTIONS

Right of Way acquisition, scour analysis, environmental assessments and public meetings are not included with this scope of work.

COMPENSATION

BASIC SERVICES

CI's Basis Services fee will be based on the attached levels of effort for the preliminary phase of the project:

1.	Preliminary Engineering (Lump Sum)	= \$62,080.00
2.	Surveying (Weisser) (LS)	= \$24,889.00
3.	Limited H&H Study (CI) (LS)	= \$10,625.00
	Total Basic Service	= \$97,594.00

ADDITIONAL SERVICES

1.	Alternative Analysis	= \$10,850.00
	Total Additional Services	= \$10,850.00

Total Engineering Services Fees anticipated from the above scope of work are \$108,444. Proposal fee is contingent upon December 3rd meeting with GCWA personnel. Should additional services be requested at meeting, Costello, Inc. reserves the right to modify the proposal fee for such services.

PROJECT SCHEDULE

A.	Preliminary Engineering	90 Calendar Days*
	* Calendar Days to draft of letter report	

We are pleased to provide this proposal to the County for this important infrastructure project and will be glad to answer any questions you may have.

Sincerely,

Costello, Inc.



Corbett L. Freeman, P.E.

Vice President, Structural Division

FORT BEND COUNTY
 LEVEL OF EFFORT ESTIMATE
 PRELIMINARY ENGINEERING
 PECAN CREEK ROAD AND CEDAR CREEK ROAD BRIDGES

Task	PIC/PM	PE / QA/QC	Staff Engr	Manhours				Consult	Total
				CADD	Admin	Consult	Total		
BASIC SERVICES									
Coord., Sched., Budgets, QA/QC	5	10	10	0	8			\$ 4,820	
Records Collection	1	2	5	0	2			\$ 1,365	
Initial Agency/Utility Coord	2	5	10	0	2			\$ 2,780	
Site Visits	4	10	10	0	0			\$ 4,050	
Conceptual Bridge Layouts	15	50	30	65	0			\$ 22,675	
Prepare Draft Letter Report	20	35	25	0	6			\$ 14,815	
Incorporate Review Comments	5	15	10	5	0			\$ 5,675	
Consultant Management	3	5	10	0	0			\$ 2,900	
Reimbursable Expenses								\$ 3,000	
Design Survey (Weisser)							\$ 24,889	\$ 24,889	
H&H Analysis (Costello)	12	25	25	0	0			\$ 10,625	
								\$ 97,594	
ADDITIONAL SERVICES									
Alternative Analysis (Costello)	10	15	30	20	0			\$ 10,850	
								\$ 10,850	
TOTAL MANHOURS	55	132	110	70	18				
HOURLY RATE @ 3.0 MULT.	\$ 250	\$ 180	\$ 125	\$ 95	\$ 65				
FEES	\$ 13,750	\$ 23,760	\$ 13,750	\$ 6,650	\$ 1,170		\$ 24,889	\$ 108,444	

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: November 25, 2019

Costello Engineering & Surveying
2107 CityWest Boulevard, 3rd Floor
Houston, TX 77042
713-783-7788
jnetardus@costelloinc.com

Proposal for Professional Services in Connection With: Cedar Creek Road and Pecan Creek Road where they cross a GCWA canal, Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to Costello Engineers & Surveying (the "Client").

I. SCOPE OF SERVICES

Surveying and Mapping

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project including but not limited to roadway, corner cuts, sight distance triangles, detention, and outfalls, if necessary. The Surveyor shall establish a project baseline based on the centerline of the right-of-way. The Surveyor shall create an existing utility list (Excel Format) including the type, owner, location, and contact information for existing utilities within the project limits to be supplied to the Engineering Consultant to complete the identification of potential utility conflicts. The Surveyor shall sign and seal all survey documents.

The specific Survey limits are as follows:

The linear topographic and right-of-way survey along Cedar Creek Road will commence at 50 feet west of the west right-of-way line of Cherry Ridge Road and proceed east to a point 50 feet east of the east right-of-way line of Dogwood Trail for a distance of 800 linear feet and a linear topographic and right-of-way survey along Pecan Creek Road that will commence at 20 feet north of the north right-of-way line of Vicki Lynn Lane and proceed south to a point 300 feet south of the centerline of the existing culvert crossings for an **approx. total of 1,500 linear feet.**

1. Existing Right of Way Mapping (Cat. 1B; Cond. II)

- a. Perform abstract survey; obtain deeds of records, and plats for Cedar Creek Road and Pecan Creek Road right-of-way, streets intersecting Cedar Creek Road and Pecan Creek Road, and tracts of land adjoining Cedar Creek Road and Pecan Creek Road.
- b. Establish the existing right-of-way of Cedar Creek Road and Pecan Creek Road.

COST: \$6,049.00 (non-taxable)

2. Topographic Surveying for Cedar Creek Road, Pecan Creek Road and Intersecting Roadways (Cat 6; Cond. II)

The Surveyor will provide the following within the surveying limits described in Task 2:

- a. Establish horizontal and vertical project control. Control shall be relative to the North American Datum of 1983 (NAD 83, 2001 adjustment) and the North American Vertical Datum of 1988 (NAVD 88, 2001 adjustment/FBCGPS Monuments datum).
- b. For the roadway and ditches, obtain cross-sections at 100-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the proposed right-of-way lines where accessible. 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 pipe, etc. Horizontally and vertically locate existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps, plans, and marked by "One Call" within the project 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.
- c. Survey the existing culvert crossings over the GCWA canal.
- d. GCWA canal - Obtain full cross-sections at 100-foot intervals along GCWA canal for a distance of 200 feet upstream and 200 feet downstream measured from and including upstream and downstream faces of the culvert crossing under Pecan Creek Road. For each cross section, survey the stream centerline, top and bottom of banks, water surface elevation, and at change in grade. Cross sections will extend 50 feet beyond the top of banks.
- e. The Surveyor will coordinate with pipeline companies, municipal utility districts (MUDs), homeowner's associations (HOA's), Fort Bend County, and private utility agencies to obtain locations of existing utilities and depths of existing pipelines and provide Level B Subsurface Utility Surveying.
- f. The 3D topographical survey base map and digital terrain model (DTM), surface triangular irregular network (TIN) will be created and delivered for the existing roadway using AutoCAD Civil 3D.

COST: \$18,840 (non-taxable)

II. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a

decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.

6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Laurie Young (lyoung@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT

Costello Engineering & Surveying

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 11/25/19