

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR  
MUSTANG CREEK ALTERNATIVE ANALYSIS**

THIS AGREEMENT is made and entered into by and between Fort Bend County Drainage District, (hereinafter “District”), a body corporate and politic under the laws of the State of Texas, and Lockwood, Andrews & Newnam, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, District desires that Consultant provide engineering services in support of the Alternative Analysis/Preliminary Engineering Report focused on the drainage and detention improvements in and around the Mustang Creek watershed, (hereinafter “Services”); and

WHEREAS, District has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant 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**

Consultant shall render Services to District as defined in Consultant’s proposal dated June 16, 2021 attached hereto as Exhibit A and incorporated herein for all purposes.

**Section 2. Personnel**

2.1 Consultant 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 Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of District, to perform the Scope of Services when and as required and without delays.

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

### **Section 3. Compensation and Payment**

3.1 Consultant's fees shall be calculated at the rates shown in Exhibit A. The Maximum Compensation for the performance of Services within the Proposal described in Exhibit A is an amount of three hundred ten thousand nine hundred forty dollars and no/100 (\$310,940.00). In no case shall the amount paid by District under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 All performance of the Scope of Services by Consultant 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 District.

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

### **Section 4. Limit of Appropriation**

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of three hundred ten thousand nine hundred forty dollars and no/100 (\$310,940.00), specifically allocated to fully discharge any and all liabilities District may incur.

4.2 Excepting as set forth in Article 6.1 herein, Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that District may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed three hundred ten thousand nine hundred forty dollars and no/100 (\$310,940.00).

## **Section 5. Time of Performance**

Except for events beyond the reasonable control of Consultant (“Force Majeure”), the time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from District and end no later than nine (9) months thereafter. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the District. For purposes of this Agreement, such Force Majeure events include, but are not limited to, strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; failure of any governmental agency to act in timely manner; failure of performance by the Owner or the Owner’s other consultants, its contractor or any of their subcontractors; or discovery of any hazardous substances or differing and unforeseeable site conditions.

## **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 – District may terminate this Agreement at any time upon thirty (30) days written notice.

### **7.2 Termination for Default**

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

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

7.2.1.2 If Consultant 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 District’s reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from District specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant 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 District in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, District shall compensate Consultant 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 District. Consultant's final invoice for said services will be presented to and paid by District in the same manner set forth in Section 3 above.

7.4 If District 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 Consultant.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of District 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. Consultant shall promptly furnish all such data and material to District on request. If the District modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action. Notwithstanding any provision to the contrary contained in this Agreement, Consultant and its subconsultants shall retain sole ownership of their preexisting information, including but not limited to computer programs, software, standard details, figures, templates and specifications, not developed by Consultant as a part of its work under this Agreement.

#### **Section 9. Inspection of Books and Records**

Consultant will permit District, or any duly authorized agent of District, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. District'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, Consultant shall furnish District 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 District. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by District. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance

expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

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

10.2 District 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 Consultant shall contain a waiver of subrogation in favor of District and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the 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**

**11.1 CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF DISTRICT'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**

11.2 Consultant shall timely report all such matters to District and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later

than the fifteenth day of each month; provide District with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of District required by Consultant in the defense of each matter.

11.3 Consultant's duty to indemnify and hold District harmless shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by District in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Consultant, Consultant shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter.

11.5 Consultant's indemnification shall cover, and Consultant agrees to indemnify District, in the event District is found to have been negligent for having selected District to perform the work described in this request.

11.6 In no event shall either party be liable, whether in contract, tort, or otherwise, to the other party for loss of profits or delay damages arising at any time or from any cause whatsoever.

11.7 The provision by Consultant of insurance shall limit the liability of Consultant to District.

11.8 Consultant shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify District and to hold it harmless from all claims for bodily injury and property damage that may arise from said Consultant's operations. Such provisions shall be in form satisfactory to District.

11.9 Loss Deduction Clause - District shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Consultant and/or trade contractor providing such insurance.

## **Section 12. Confidential and Proprietary Information**

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to District. Any and all information of any form obtained by Consultant or its employees or agents from District in the performance of this Agreement shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by

Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise District immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Consultant against any such person. Consultant agrees that, except as directed by District, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at District's request, Consultant will promptly turn over to District all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

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

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

12.5 Consultant expressly acknowledges that District 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, District 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 District 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. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Consultant**

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

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of District and shall not be entitled to any of the privileges or benefits of District 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:

District: Fort Bend Drainage District  
Attn: Chief Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Consultant: Lockwood, Andrews and Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
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**

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

**Section 16. Standard of Care**

Consultant represents to District that Consultant 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, Consultant 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 District's sovereign immunity.

**Section 19. Successors and Assigns**

District and Consultant 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 District. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of District, 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 exhibit, 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, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant 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, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant 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, CONSULTANT 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.

**Section 27. Opinions of Probable Cost**

Notwithstanding anything to the contrary, Consultant's opinions of probable total project costs, construction costs, and/or estimates of quantities, if any, provided as part of the Services under the Agreement are made on the basis of Consultant's knowledge, experience and qualifications and represent Consultant's judgment as an experienced professional. Consultant does not guarantee that proposals, bids, actual total project costs, total construction costs or quantity estimates will not vary from the opinions.

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 Drainage District

Lockwood, Andrews & Newnam, Inc.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Matt Manges  
\_\_\_\_\_  
Authorized Agent – Printed Name

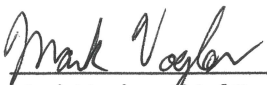
ATTEST:

Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

10/4/2021  
\_\_\_\_\_  
Date

APPROVED:

  
\_\_\_\_\_  
Mark Vogler, Chief Engineer

**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

# EXHIBIT A



June 16, 2021

Mark Vogler, PE - General Manager and Chief Engineer  
Fort Bend County Drainage District  
1124 Blume Road  
Richmond, Texas 77471

Reference: Mustang Creek PER / Alternative Analysis Scope and Fee Proposal

Dear Mark,

To support the Fort Bend County Drainage District’s continued growth in and around the Mustang Creek watershed, Lockwood, Andrews & Newnam, Inc. (LAN) has provided this scope and fee proposal in support of the Alternative Analysis / Preliminary Engineering Report focused on the drainage and detention improvements. Attached to this proposal letter are our detailed scope of services and fee estimate summary (Exhibit A and B).

LAN proposes to provide these services, as summarized in the below table, that includes project management, problem identification, evaluation of up to four (4) potential solutions, watershed PER, and other services on a **Lump Sum** basis in the amount of **\$213,940.00**. All additional services and reimbursable expenses will be on a **Not-to-Exceed** basis in the amount of **\$97,000.00**.

<b>Mustang Creek – Alternative Analysis / PER</b>	
<b>Project Contract Amount</b>	
Project Management	\$27,380
Problem Identification	\$50,870
Evaluation of Potential Solutions / Develop PER	\$135,690
<i>Additional Services – Engineering (LAN)</i>	<i>\$40,000</i>
<i>Environmental Investigation (BIO-WEST)</i>	<i>\$12,000</i>
<i>Utility Conflict Investigation – Watershed Wide - Level D (Rod-SUE)</i>	<i>\$14,000</i>
<i>Utility Conflict Investigation – Potential Projects - Level B (Rod-SUE)</i>	<i>\$26,000</i>
<i>Reimbursable Expenses</i>	<i>\$5,000</i>
<b>Total Project Amount</b>	<b>\$310,940</b>

The LAN team is prepared to begin this project immediately upon your authorization to proceed. We anticipate the watershed evaluation and development of a PER to be completed within 9 months of Notice to Proceed.

If you have any questions, or require clarification, please do not hesitate to call.

Sincerely,

William W. Conlan, PE, CFM  
Senior Project Manager

Enclosures: Exhibit A – Scope of Work  
Exhibit B – Fee Schedule

Fort Bend County Drainage District – Mustang Creek PER

Revision: 2

## EXHIBIT A

### GENERAL SCOPE OF BASIC SERVICES

#### Fort Bend County Drainage District – Mustang Creek Alternative Analysis / PER

##### GENERAL

The intent of the basic services is to expand upon the work performed in the Fort Bend County Drainage Master Plan and perform a feasibility assessment and Preliminary Engineering Report (PER) for the Mustang Creek Alternative Analysis. The scope of basic services is as follows:

#### 1) PROJECT MANAGEMENT

Perform project management and administration necessary for completion of the project.

##### A. Project Status Reports & Invoicing

Based on an estimated nine (9) month preliminary schedule, process monthly invoice and provide monthly Project Status updates to document progress. Prepare a comprehensive project schedule in Microsoft Project format, to be updated during the project as needed.

##### B. Progress / Review Meetings

Attend project kickoff meeting and up to eight (8) monthly status meetings via video/teleconference with Fort Bend County Drainage District (FBCDD) representatives. Provide an agenda for each meeting and follow up with meeting minutes after each meeting distributed via email.

Attend up to three (3) coordination meetings via video/teleconference with other entities having adjacent on-going or planned projects and/or having jurisdictional authority over the project for review, approval, and permit. Generate and distribute meeting minutes via email. Anticipated coordination meetings include COH and Missouri City.

Prepare for and attend one (1) executive briefing with FBCDD and stakeholders combined as an in-person meeting, including one (1) pre-meeting with FBCDD PM in preparation for the executive briefing. This executive briefing will be conducted at the completion of Task 3. Additional executive briefings will occur as an additional service.

#### 2) IDENTIFY PROBLEMS

Engineering information included in the technical memorandum shall be in accordance with FBCDD's latest standards and guidelines. The technical memorandum preparation shall follow quality assurance/quality control (QA/QC) procedures that meet or exceed the District's own requirements.

A. Data Collection

Collect and review information to be utilized for model development, including history of flooding problem, previous drainage studies, adjacent on-going or planned projects, and record plans (provided by FBCDD and COH). FBCDD will provide the GIS database of information for the channel and detention facilities, HEC-HMS and HEC-RAS models from the Drainage Master Plan, FEMA loss database, and any available supporting documents for the Mustang Creek watershed.

Perform up to two (2) field visits and take current photographs of the project area to familiarize the project team with existing conditions. Site visits will include geo-referenced photographs of existing features.

B. Baseline (Existing) Conditions Model Development

Review the Mustang Creek Drainage Master Plan HEC-HMS and HEC-RAS models to confirm the level of detail included is appropriate to the anticipated analysis within the project limits. Determine what additional model modifications are needed to accurately reflect current conditions and capture adequate detail within the project limits. Consideration will be given to elements such as recent land cover changes, location of break lines, refinement regions, modeled versus unmodeled laterals, 1D/2D versus 2D only, interconnections, or significant new infrastructure.

Modify the Mustang Creek Drainage Master Plan models to capture additional detail necessary for the analysis or incorporate changes that have occurred since the initial development of the models in 2019.

2D Rain-on-grid (ROG) hydraulic models will be developed (and compared to the Drainage Master Plan model results) to accurately reflect current drainage areas and overland flows into and out of the watershed, or to and from adjacent channels. Where more detail is warranted, sub-basins may be divided into smaller drainage areas.

C. Hydrologic and Hydraulic (H&H) Analysis

The H&H modeling effort will focus on the overall interaction of the Upper, Middle, and Lower sections of Mustang Creek and the existing diversion to Kitty Hollow Lake. Channel level of service (LOS) for each section will be identified.

The H&H modeling effort will focus on identification of flood hazards within the overall Mustang Creek watershed.

Execute the revised Drainage Master Plan models to quantify channel LOS within the project limits for the 50%, 20%, 10%, 4%, 2%, 1%, and 0.2% AEP events [2-yr, 5-yr, 10-yr, 25-yr, 50-yr, 100-yr, and 500-yr frequency for the Atlas 14 rainfall events.]. Determine water surface elevations (WSE), flood profiles, and floodplain inundation extents/depths for the 10-yr, 100-yr, and 500-yr events. Compare existing condition model results to the historical flood

database and original Drainage Master Plan model outcomes and make adjustments as necessary to further refine the results between modeled and observed conditions.

D. Problem Area Identification

Identify the cause and frequency of the channel overflow problem along each section. Confirm the out of bank flows are the primary cause of flooding upstream of Fort Bend Parkway and the overflow into Long Point Creek is a main problem downstream.

Identify locations within the overall Mustang Creek watershed at risk of flooding. Utilize the FBCAD Parcel database, FEMA all-claims and severe repetitive loss database, and the results from the existing condition model to define the extent of the flooding problem. Prepare flood profile exhibits and floodplain inundation depth maps for the three (3) modeled events. Identify critical and at-risk infrastructure such as water and wastewater facilities, major roadways, and highways.

Identify number of structures at risk, acres of floodplain inundated, and miles of roadway inundated at various depths for the 10-yr, 100-yr, and 500-yr events.

E. Constraints / Conflicts

Identify major uncertainties and constraints that exist throughout the watershed for implementing additional flood mitigation projects, including environmental sensitivity, pipeline and utility conflicts, required intergovernmental coordination and permitting, and any major social impact issues. General watershed-wide maps and tables showing the problem areas identified and listing the major uncertainties and risks related to each project and a brief description explaining the major constraints and risks and the general approach that will need to be adopted for mitigation.

F. Technical Memorandum

Compile results from Task A-E into Technical Memorandum #1 and submit one (1) electronic copy for review and comment by the District. The Tech Memo #1 will include appropriate maps, exhibits, and tables, and will document assumptions, methodology, constraints, data sources, and metrics. The deliverables will include executable models, GIS files, and the full technical memo in PDF file. This task includes effort associated with one (1) round of review, comments, and revisions to the technical memo.

**3) EVALUATION OF POTENTIAL SOLUTIONS / DEVELOP PER**

A. Previous Reports and Projects

Review and evaluate engineering reports provided by the District to select for further study any previously recommended projects that remain appropriate to mitigate the identified flood conditions within the watershed.

Review any active studies and improvement projects to determine how each will impact the overall watershed plan.

B. Alternative Analysis Modeling

Define additional required improvements to mitigate the major flooding problems using appropriate combinations of:

- a. Channel capacity enhancement or diversions
- b. New or improved existing detention storage
- c. Storm sewer and overland flow conveyance improvements
- d. Property buyouts

Consider various combinations of alternatives and provide a recommendation for the most appropriate projects to be selected for each identified problem area. Varying LOS will be evaluated for each project area. Deliverable will include tables documenting alternatives analysis options, including:

- a. Brief description of the alternative configurations evaluated and justification for the selection of the recommended alternative.
- b. The proposed level of service and resulting configuration and capacity of the resulting infrastructure to address each problem area.
- c. Listing of the potential features and related alternatives that should be evaluated in more detail for the four (4) highest-priority problem areas.

C. Preliminary Analysis of Impacts

Identify major impacts and potential mitigation that will be needed in order to implement the recommended improvements for existing problems. Analyze the potential for future drainage problems associated with new development, including approximately 400+ acre development within FBC MUD 24, or re-development within the watershed and outline future regulatory, management, and planning opportunities to address the identified problems. Identify the potential opportunities for joint-use or multi-purpose objectives for major projects under partnership arrangements or as co-sponsors. Identify regulatory or administrative actions that appropriate jurisdictions may wish to consider in order to mitigate the impacts of new development or re-development.

D. Damage Reductions

Compute the flood profile reductions after completion of the proposed improvements and the resulting reduction in flood damages estimated for each problem area. Tables and maps for each project recommended for construction showing the damages to be reduced for each proposed project for the 10-year, 100-year, and 500-year events including:

- a. Number of residential homes to be completely removed from floodplains under each

frequency event.

- b. Before and after lengths of street flooding greater than 12 inches for each event.
- c. Changes to the duration and levels of flooding for major impacted transportation arterials under each event.
- d. Acreage of inundation.

E. Cost Estimates & Benefit Cost Analysis

Develop planning-level cost estimates for the proposed projects using uniform cost estimation methodology and cost factors provided by the District. Develop tables to present the planning-level cost estimates for each project recommended for construction to address existing problems, including an explanation of the uncertainties associated with the cost provided at this level. In support of a potential grant submittal package, develop a Benefit Cost Analysis for each recommended project based on the respective LOS to be obtained. Tables and supporting data for detailed preliminary engineering cost and damage reduction estimates for each immediate project, including:

- a. Property acquisition and required environmental or other mitigation costs.
- b. Engineering and related professional services.
- c. Utility and bridge relocations.
- d. Construction of the flood infrastructure.
- e. Long-term operation and maintenance.
- f. Total amount financed from all sources

F. Prioritizing / Ranking

Develop a rating and ranking for all projects using a methodology and risk and uncertainty criteria to be determined in conjunction with the District to reflect the local issues important for this watershed.

G. PER Design Details

Develop adequate project design details for four (4) immediate improvement projects that will provide more accurate estimates for recommended drainage improvements, including ROW acquisition, utility and bridge modifications, environmental or other mitigation, and O&M requirements. Develop metrics, evaluation criteria, and planning-level cost estimates which will be used to rank the channel modification alternatives. Identify flood risk reduction potential, number of structures benefitted, miles of roadway benefitted, acres of floodplain no longer inundated, project life cycle costs, green infrastructure, and feasibility/constructability. Compile the results of the existing and proposed conditions modeling with appropriate maps, exhibits, and tables.

#### H. Implementation Plan

Create an implementation plan for up to four (4) immediate projects to address funding, permitting, and scheduling requirements. Description of the implementation plan including sequencing and scheduling of all major activities, a list and brief explanation of required permits, and identification of key milestone events and estimated funding required to reach each milestone. Identify the major uncertainties associated with each project that should be further addressed during the future design process and recommend additional studies or activities to reduce these uncertainties

#### I. Reporting (Watershed PER)

Prepare a Preliminary Engineering Report (PER) detailing up to four (4) recommended projects within the Musang Creek watershed. Engineering drawings and exhibits included in the report shall be in accordance with FBCDD's latest Drawing and Graphic Standards, and Surveying Guidelines. The report preparation shall follow QA/QC procedures that meet or exceed the District's own requirements. The document shall be prepared to include the following as a minimum:

- a. Existing Physical Conditions – Detailed description of location, topography, land use, FBCDD infrastructure, right of way, pipelines, and utilities.
- b. H&H Analysis – Detailed description of analysis objectives, H&H methods, existing conditions, and proposed conditions.
- c. Proposed Physical Conditions – Detailed description of project layout, level of service, impact analysis, maintenance and access requirements, right of way requirements, erosion control features, stormwater quality features, multi-use features, pipeline and utility conflicts, geotechnical requirements, environmental issues and permits, and any other consideration of impact to the project.
- d. Develop conceptual level plan and profile drawings.
- e. Tabulation of planning-level Opinion of Probable Construction Cost (OPCC) for all components of the project.
- f. Tables showing the reduction in flood profiles created by the project.
- g. Narrative explaining the major constraints and risks that remain and recommendations for resolution in future activities.

#### 4) **ADDITIONAL SERVICES**

Other Services to be provided as needed and specifically authorized by the FBCDD and agreed to by the Engineer, including (but not be limited to) the following activities that are not identified in the scope of work under the previous tasks:

A. Improve H&H Modeling:

Development of improved hydrologic and hydraulic modeling data for any additional channels found to have deficiencies which need to be addressed.

B. Additional Meetings

Additional stakeholder or special meetings as may be required by the District.

C. Additional Data Collection

Collection of more detailed environmental or survey data, including field investigations to confirm the potential for conflicts and costs associated with utility relocations and/or permitting and mitigation of other sensitive conditions.

D. Additional Alternatives

Development of additional alternatives beyond the initial recommended alternatives approved for analysis by the District.

E. Additional Design

Development of design details for additional immediate improvement projects beyond the number currently identified in the scope of work.

F. Other Services

Other Services to be provided as needed and specifically authorized by the FBCDD.

G. Environmental Conflict Investigation

Subcontract with BIO-WEST to assist with initial investigation of the overall watershed along with assistance in reviewing up to four (4) potential projects that will be evaluated during the PER Development. BIO-WEST's subcontract proposal is included as an attachment.

H. Subsurface Utility Conflict Investigation – Watershed Area (Level D)

Subcontract with Rods-SUE to assist with initial investigation of the overall watershed area for utility conflicts at a Level D investigation. Rods-SUE's subcontract proposal is included as an attachment.

I. Subsurface Utility Conflict Investigation – Potential Projects (Level B)

Subcontract with Rods-SUE to investigate of up to four (4) potential projects at a Level B during the PER Development, per the attached subcontract proposal.

*Any future work under this ADDITIONAL SERVICES provision will require written approval of a detailed scope, schedule, and budget prior to release of the formal work authorization.*

**Exhibit B - Fee Schedule**  
**Fort Bend - Mustang Creek Alternative Analysis / PER - Scope of Services**

TASKS	DESCRIPTION OF WORK TASKS	PRINCIPAL	SR PROJ MGR	SR ENG I	ENG IV	ENG I	DESIGNER I	SR GIS II	ADMIN II	TOTAL HOURS	TOTAL LABOR COSTS
<b>I. PROJECT MANAGEMENT</b>											
A	General Project Management	2	12		18			18	10	60	\$ 10,490.00
B	Progress and Review Meetings	5	21		32	12		12	18	100	\$ 16,890.00
	<b>Total</b>	<b>7</b>	<b>33</b>	<b>0</b>	<b>50</b>	<b>12</b>	<b>0</b>	<b>30</b>	<b>28</b>	<b>160</b>	<b>\$ 27,380.00</b>
<b>II. IDENTIFY PROBLEMS</b>											
A	Data Collection / Site Visit		8		18	12				38	\$ 5,970.00
B	Baseline Conditions Review		4	6	16	6		8		40	\$ 6,250.00
C	H&H Modeling		6		48	18		18		90	\$ 13,140.00
D	Problem Area Identification		4	10	26	20		20		80	\$ 11,750.00
E	Constraints / Conflicts		2	2	8			8		20	\$ 3,330.00
F	Reporting incl QA/QC (TM #1)		6	4	12	20	12	16	4	74	\$ 10,430.00
	<b>Total</b>	<b>0</b>	<b>30</b>	<b>22</b>	<b>128</b>	<b>76</b>	<b>12</b>	<b>70</b>	<b>4</b>	<b>342</b>	<b>\$ 50,870.00</b>
<b>III. EVALUATION POTENTIAL SOLUTIONS / DEVELOP PER</b>											
A	Previous Reports and Projects		4		12	6		6		28	\$ 4,410.00
B	Alternative Analysis Modeling		20		140	60		60		280	\$ 41,100.00
C	Preliminary Analysis of Impacts		2	6	30	30		16		84	\$ 11,450.00
D	Damage Reductions		4	8	30	16		12		70	\$ 10,190.00
E	Cost Estimates (BCA)		8		20	40				68	\$ 9,180.00
F	Prioritize / Rank		8		30	20		6		64	\$ 9,450.00
G	PER Design Details		10	6	40	60	42	12		170	\$ 21,960.00
H	Implementation Plan		6		18	6	18			48	\$ 6,660.00
I	Reporting incl QA/QC (PER)		10	20	60	20	12	20	4	146	\$ 21,290.00
	<b>Total</b>	<b>0</b>	<b>72</b>	<b>40</b>	<b>380</b>	<b>258</b>	<b>72</b>	<b>132</b>	<b>4</b>	<b>958</b>	<b>\$ 135,690.00</b>
<b>IV. ADDITIONAL SERVICES</b>											
A	Improve H&H Modeling									0	\$ -
B	Additional Meetings									0	\$ -
C	Additional Data Collection									0	\$ -
D	Additional Alternatives									0	\$ -
E	Additional Design									0	\$ -
F	Other Services (TBD)									0	\$ 40,000.00
G	Environmental Investigation (Bio-West)									0	\$ 12,000.00
H	Utility Conflict Review Level D (Rod-SUE)									0	\$ 14,000.00
I	Utility Conflict Review Level B (Rod-SUE)									0	\$ 26,000.00
J	Reimburable Expenses									0	\$ 5,000.00
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 97,000.00</b>
<b>TOTAL</b>											
	<b>TOTAL HOURS</b>	<b>7</b>	<b>135</b>	<b>62</b>	<b>558</b>	<b>346</b>	<b>84</b>	<b>232</b>	<b>36</b>	<b>1,460</b>	
	<b>TOTAL LABOR COSTS</b>	<b>\$2,205.00</b>	<b>\$38,475.00</b>	<b>\$9,920.00</b>	<b>\$75,330.00</b>	<b>\$36,330.00</b>	<b>\$8,820.00</b>	<b>\$39,440.00</b>	<b>\$3,420.00</b>		<b>\$310,940.00</b>
<b>Total Basic Services</b>											<b>\$310,940.00</b>



May 1, 2021

Mr. William W. Conlan, PE, CFM  
Lockwood, Andrews, & Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, TX 77042-3720

**RE: Cost Estimate and Scope of Services  
Environmental Review and Support  
Proposed Mustang Bayou Master Drainage Plan  
Fort Bend County, Texas**

Dear Mr. Conlan:

BIO-WEST, Inc. (BIO-WEST) is pleased to submit this cost estimate to Lockwood, Andrews, & Newnam, Inc. (LAN) to provide environmental support services related to the Mustang Bayou Master Drainage Plan in eastern Fort Bend County, Texas. BIO-WEST understands that LAN will be the engineer of record for this project and will be presenting various drainage improvement and floodplain mitigation options and alternatives to the Fort Bend County Drainage District (FBCDD). LAN will be heading up a study to look at both regional detention options and channel improvements to Mustang Bayou and is requesting BIO-WEST's help on the environmental implications of each of the potential alternatives.

Due to the potential scope and breadth of this overall effort, BIO-WEST proposes to assist LAN in phases, with each subsequent phase and scope of work based on the previous effort. For ease of understanding, this scope of work will be focused on Phase I: the preparation of initial findings and guidance related to the overall project and supporting the LAN team for their upcoming meetings with FBCDD.

### **SCOPE OF WORK**

BIO-WEST proposes to focus our initial scope on supporting LAN through the design and planning phases of this project. With assistance from LAN, BIO-WEST will review the limits of Mustang Bayou and surrounding undeveloped parcels, and provide guidance on areas to avoid and limits of improvements that could occur within Mustang Bayou. BIO-WEST will also provide an initial overview of environmental challenges and high-level guidance to aid in an evaluation of the various alternatives under consideration. BIO-WEST assumes up to four alternatives are currently being considered by FBCDD and LAN. Our review will focus on environmental challenges, preliminary permitting requirements, timeframes and schedules, and potential mitigation requirements, and project costs of these four options.

Once our analysis is complete, BIO-WEST will draft a summary memo to be included in LAN's overall technical report to FBCDD. Our memo will include a project background and description, brief description of each potential alternative, an environmental analysis of the potential impacts of each alternative, and a preferred alternative recommendation.

To complete this scope, BIO-WEST assumes up to four meetings will be needed throughout this process, with three meetings with LAN and the project team, and one meeting with the FBCDD to present the final results and recommendations.

### **COST ESTIMATE**

BIO-WEST will complete this project on a fixed fee basis as identified In Table 1:

**Table 1: Cost Breakdown by Task**

<b>Task</b>	<b>Total</b>
Environmental Analysis and Summary Memo	\$7,150.00
Four Meetings and Coordination	\$4,800.00

This fixed fee cost includes the expenses incurred by BIO-WEST during the performance of this scope of work. Project costs will not exceed the proposed budget without prior approval from LAN. For project budgeting purposes, BIO-WEST will bill LAN on a monthly basis for work completed prior to the date of billing.

### **ASSUMPTIONS**

This proposal was completed under the following assumptions:

- BIO-WEST will utilize the overall extent of the Mustang Bayou Master Drainage Plan provided via email by LAN on May 24, 2021.
- No fieldwork is proposed as part of this scope.
- If the results and findings from this scope of work indicate the need for further study beyond those services specifically enumerated herein, BIO-WEST will notify LAN of the conditions of concern and recommendations for revised services, and additional costs and request a change order.
- The proposed budget is inclusive of professional labor, expenses, materials, and reporting necessary to complete the proposed scope of services.
- BIO-WEST assumes up to four alternatives will be evaluated under this scope and will be provided prior to BIO-WEST commencing work.

### **SUMMARY AND CONDITIONS OF ENGAGEMENT**

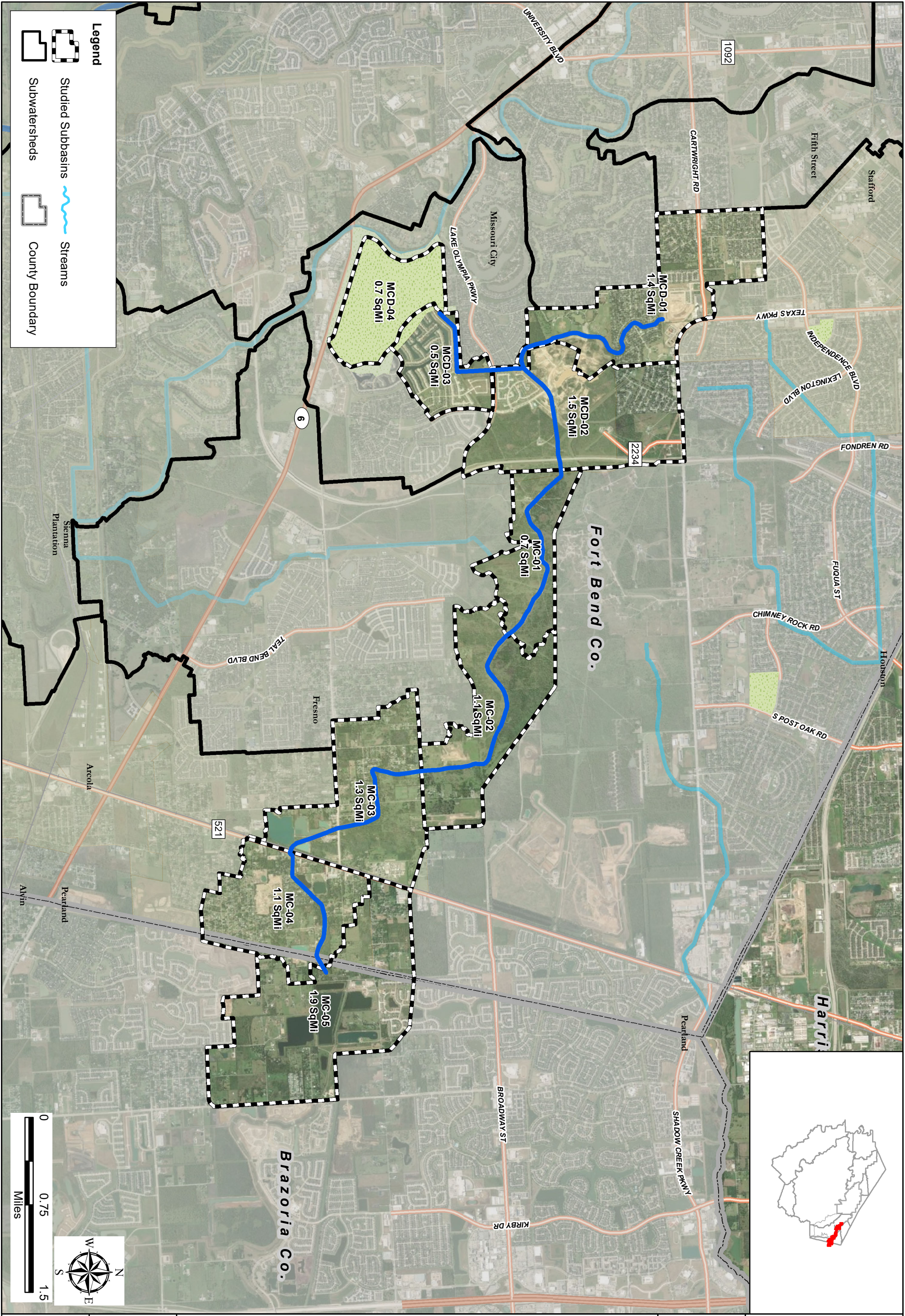
To accept this cost estimate, please sign and date the attached BIO-WEST Agreement for Consulting Services and return an electronic copy to BIO-WEST, or issue a formal Request for Services/Work Authorization. Acceptance of this proposal, in whole or part, entails acceptance of BIO-WEST's attached Standard Terms and Conditions. This proposal is valid for 90 days from the date above.

BIO-WEST greatly appreciates the opportunity to provide this scope and cost estimate. If you have any questions or require any additional information, please feel free to contact me at (832) 595-9064 or [mchastain@bio-west.com](mailto:mchastain@bio-west.com).

Sincerely,



Matthew Chastain, PWS  
Project Manager/Ecologist



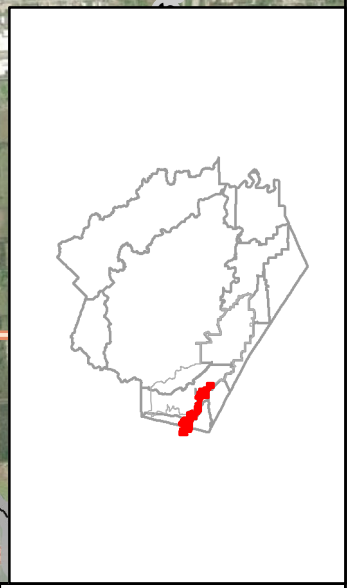
Date Saved : 7/9/2020 4:27:46 PM

Path: T:\17.0 DELIVERABLES\System\Oyster\_Draft\_20200617\02\_Appendix A\_Hydrologic\_Exhibits\Exhibit A2\_8\_SubbasinsMap.mxd

**Legend**

- Studied Subbasins
- Subwatersheds
- Streams
- County Boundary

0 0.75 1.5  
Miles

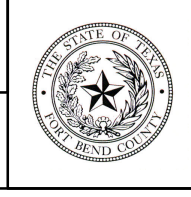


**FIGURE**  
**A2.8**

**FRESE AND NICHOLS, INC.**  
10497 TOWN AND COUNTRY WAY, SUITE 600  
HOUSTON, TEXAS 77024  
P: 713.600.6865  
F: 713-600-6801

Fort Bend County Drainage Master Plan

**Subbasin Delineations  
Mustang Creek**



FN PROJECT NO.	FBD18677
DATE CREATED	Date: 7/9/2020
DATUM & COORDINATE SYSTEM	NAD83 State Plane (feet) Texas South Central
FILE NAME	Name: Exhibit A2_8_SubbasinsMap
PREPARED BY	DML



June 14, 2021

William W. Conlan, PE, CFM  
LAN, Inc.  
2925 Briarpark Drive  
Suite 400  
Houston, TX 77042-3720  
Email: wwconlan@lan-inc.com  
Phone: 713-266-6900

RE: Proposal for SUE Quality Level D, with Optional Additional Quality Level B SUE Services  
Fort Bend County Drainage District – Mustang Bayou Drainage Study

Dear Mr. Conlan:

We are pleased to submit the following proposal for the above referenced project.

### **Scope & Limits**

We understand the scope of work to consist of providing Quality Levels D & B SUE per ASCE Standard 38-02. This includes:

- SUE Quality Level D involves preliminary site visit, research to determine utility owners, contacting the utility companies to request the existing utility records, and drawing the information obtained into a utility base map.
- SUE Quality Level B involves the designation, recording, and marking the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques, per APWA color standards. When data is reliable, cover shots indicating top of utility will be included at every 100 feet. Limitations of designation include signal bleed over due to congested utilities or utilities made of non-conductive material such as PVC or concrete. Probing utilizes a metal probe to pierce the ground in attempt to contact the utility and can give an approximate depth of cover, however the utility cannot be visually verified. The Level B SUE marks will then be surveyed in by Kuo & Associates and added to the utility base map, with utilities distinguished by quality level.

### **Project Location**

The project includes 3 segments of the Mustang Bayou Channel and 3 detention pond areas, located in Fort Bend County, Texas, as shown on the project vicinity map in Attachment C.

### **Schedule**

The records research will begin upon receipt of the notice to proceed and should take approximately 6 to 8 weeks depending on the response from the utility providers. Fieldwork will begin 48 hours after the 811 One Call has been submitted, in accordance with 811 policies, and deliverables will be submitted within 7 business days of completed fieldwork and survey.

### **Deliverable**

- Digital CADD file in Auto CAD format in 1:1 model space suitable for 1-inch = 20-foot drawings with call outs showing the SUE Quality Levels differentiated by symbology.

**Subsurface Utility Engineering Estimated Cost**

This project will be billed on a lump sum basis, not to exceed the total shown below. See Attachment B: Estimated Fees for additional information.

<b>SUE Quality Level D Services:</b>	<b>\$ 13,730.00</b>
<b>Additional Services - SUE Quality Level B Services:</b>	<b>\$ 25,680.00</b>

Should you have any questions or require additional information, please feel free to contact me. We look forward to working with you on this project.

Sincerely,



Hilda S. Obregón Lease. P.E.  
President  
RODS Subsurface Utility Engineering

LAN, Inc.

Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

ATTACHMENT C – PROJECT VICINITY MAP

ATTACHMENT B - FEE SCHEDULE

Fort Bend County Drainage District - Mustang Bayou Drainage Study - SUE Quality Level D, with Optional Additional Quality Level B SUE Services

June 14, 2021

PRIME PROVIDER NAME: LAN, Inc.

SUBCONSULTANT NAME: RODS Subsurface Utility Engineering, Inc.

TASK DESCRIPTION	SUE PROJECT MANAGER	SUE SUPPORT ENGINEER	SUE GRADUATE ENGINEER	SUE ENGINEERING TECHNICIAN	3-PERSON DESIGNATION CREW	TOTAL LABOR HOURS & COSTS
<b>SUE Quality Level D Services</b>						
1. One Call, Site Visit & Records Research		4	12	24		\$4,260
2. Creation of CADD Utility Base Map		8	20	40		\$7,300
3. QA/QC	2	4	4	8		\$2,170
HOUR SUBTOTALS	2	16	36	72	0	126
LABOR RATE PER HOUR	\$175.00	\$150.00	\$105.00	\$100.00	\$225.00	
TOTAL LABOR COSTS	\$350.00	\$2,400.00	\$3,780.00	\$7,200.00	\$0.00	\$13,730.00
<b>SUBTOTAL OF LABOR FOR QL D SERVICES \$13,730.00</b>						
<b>Additional Services - SUE Quality Level B Designation</b>						
1. SUE Field Designation of Above Ground Utility Features (4 specific locations)		8			40	\$10,200
2. Update CADD Utility Base Map with QLB information		4	16	32		\$5,480
HOUR SUBTOTALS	0	12	16	32	40	100
LABOR RATE PER HOUR	\$175.00	\$150.00	\$105.00	\$100.00	\$225.00	
TOTAL LABOR COSTS	\$0.00	\$1,800.00	\$1,680.00	\$3,200.00	\$9,000.00	\$15,680.00
<b>SUBTOTAL OF LABOR FOR QL B - ADDITIONAL SERVICES \$15,680.00</b>						
<b>SUBCONTRACTING:</b>						
Survey of QLB SUE Investigation (with Survey Control as needed)			Estimated			\$10,000.00
<b>SUBTOTAL SUBCONTRACTING \$10,000.00</b>						
<b>TOTAL FOR ADDITIONAL SERVICES \$25,680.00</b>						

Notes:

1. Project to be invoiced on a lump sum basis not to exceed total shown above.
2. Survey of QLB markings to be performed by RODS Surveying.

**MUSTANG BAYOU**  
SUE LIMITS  
PROJECT VICINITY MAP

