

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 iGET Services, LLC, (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 proposed improvements to Glenn Lakes Lane under 2020 Mobility Bond Project No. 20415 (hereinafter "Services") pursuant to SOQ 14-025; and

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

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

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render the professional engineering services as described in Contractor's proposal dated June 8, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

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

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

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is five hundred fifty-three thousand two hundred ninety-one dollars and 53/100 (\$553,291.53) 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 five hundred fifty-three thousand two hundred ninety-one dollars and 53/100 (\$553,291.53) 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 five hundred fifty-three thousand two hundred ninety-one dollars and 53/100 (\$553,291.53).

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, 2025. 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.

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 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 NEGLIGENCE, 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: iGET Services, LLC
10039 Bissonnet Street
Houston, Texas 77036

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

IGET SERVICES, LLC

KP George, County Judge



Authorized Agent – Signature

Date

Satyanarayana ("Satya") Pilla

Authorized Agent – Printed Name

ATTEST:

Principal

Title

Laura Richard, County Clerk

23-June-2021

Date

APPROVED:



J. Stacy Slawinski, P.E., County 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



Ref: iGET-21-1-FBC-001-R5

June 08, 2021

Mr. Stacy Slawinski, P.E.
County Engineer, Fort Bend County
301 Jackson
Richmond, TX 77469
281-633-7506

Attn: Mr. Robert T. McBride, P.E., LJA Engineering, Inc.

RE: Glenn Lakes Lane from Hwy 6 to Lantern Trail Dr. – Reconstruction of about 12,000 Lft of existing concrete roadway with storm sewers.

Dear Mr. Slawinski,

iGET Services LLC is pleased to present this proposal to Fort Bend County (FBC) for performing Preliminary Engineering Services for the above referenced project. The scope, deliverables, schedule, and engineering fee presented in this proposal are based on our understanding from the information provided prior to and during the kickoff meeting with Mr. Robert McBride, P.E. from LJA, dated 04/15/2021, and our subsequent discussions with LJA with follow up questions and responses.

Based on our conversations with LJA, and our initial assessment of the record field conditions at the project location, it is our understanding that iGET is to provide preliminary engineering services to develop construction documents for the reconstruction of 5,100 LF of existing 2-lane concrete roadway and 6,900 LF of 24-foot boulevard including curb & gutter. iGET is to perform comprehensive drainage analysis per Atlas 14 flows, perform rehabilitation of the drainage system by re-using storm sewer trunks and laterals, and replacing inlets, manholes and limited laterals as needed. iGET is to address utility conflicts, and manage ROE as needed.

The Glenn Lakes Lane corridor is about 12,000 LF and the project area is in 2 segments: (1) a 36 ft. 2-ln concrete roadway with curb and gutter for an extent of 5,100 LF from the State Hwy 6 to 450 LF East of Highland Lakes Dr., and (2) a continuous 4-ln concrete boulevard roadway with a raised median for an extent of 6,900 LF, from 450 LF East of Highland Lakes Dr. to Lantern Trail Dr. near the Community Center to the East. The roadway reconstruction includes replacement of concrete pavement, storm sewer and drainage system upgrades with all necessary appurtenances, relocation of water and sanitary sewers as needed, and sidewalk upgrades. There are residential homes on either side of the roadway all along the corridor. The Glenn Lakes Lane corridor has seven crossroads, six T-junctions and two bridges along the proposed road



reconstruction. A picture depicting the project limits is provided on the last page of the Survey proposal.

The Preliminary Engineering for this project will be a collaborative effort between the Design Consultant (iGET), the Program Manager (LJA) and County staff (FBCE). Based on this understanding we propose to provide the basic services as outlined in the scope of services shown in **EXHIBIT A**.

EXHIBIT A

Scope of Work to be provided by iGET Services LLC

GENERAL DESCRIPTION

It is our understanding that iGET's scope of work is to provide Preliminary Engineering Services to develop design concepts for the reconstruction of the Glenn Lakes Lane from the State Hwy 6 on the West to Lantern Trail Dr on the East. The corridor is approximately 12,000 feet in length and will consist of (1) a 36 ft. 2-ln concrete roadway with curb and gutter for an extent of 5,100 LF from the State Hwy 6 to 450 LF East of Highland Lakes Dr., and (2) a continuous 4-ln concrete boulevard roadway with a raised median for an extent of 6,900 LF, from 450 LF East of Highland Lakes Dr. to Lantern Trail Dr. near the Community Center on the East. The roadway reconstruction includes replacement of concrete pavement, storm sewer and drainage system upgrades with all necessary appurtenances, relocation of water and sanitary sewers as needed, and sidewalk upgrades.

The preliminary engineering process will be a collaborative effort between the Design Consultant (iGET), the Program Manager (LJA) and County staff (FBCE).

GENERAL REQUIREMENTS

Design Criteria

1. The Engineer shall prepare all work in accordance with the latest version of the Fort Bend County (FBC) Regulations of Subdivisions and applicable FBC design standards and details. When design criteria are not identified in FBC manuals, the Engineer shall refer to the American Association of Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets (latest edition), TMUTCD and municipal and/or ETJ design criteria.
2. Produce preliminary roadway schematics, related drawings and cost estimates.
3. All designs for the above work will be in accordance with standards for FBC "Regulations of Subdivisions" (latest edition).
4. It is assumed that the project will not have the acquisition of new right-of-way (ROW).
5. Drainage system concept design will follow the drainage studies using Atlas 14 criteria and will conform to the FBC Drainage District Drainage Criteria Manual, Revised 2011, and FBC – Interim Atlas 14 Drainage Criteria Manual and minimum Slab Elevation Criteria. December 2019.
6. Submit 30% plans during the preliminary design phase for review by FBC Engineering.
7. The scope of this project will not include any improvements or changes to the cross streets except signage and/or striping where needed.
8. Provide project planning and control to include quality management

100 - PROJECT COORDINATION/ MANAGEMENT

iGET shall be responsible for directing and coordinating all activities associated with the project and to deliver the work on time

110 - Project Coordination

- Provide general coordination with the Project team members concerning administrative and technical issues. Report and coordinate with FBC on any design issues and requests for information.
- Internal administration of the project files. At the completion of the work, the project files will be shipped to the FBC, if requested.

120 - Invoicing/Progress Reports

- Prepare and submit monthly progress reports and invoices to FBC for review and approval. The invoices will include the progress report and invoice. The progress report will list outstanding issues that need resolution, as well as progress of the tasks and estimated completion dates for the work.

130 - Project Scheduling

- Prepare a project schedule detailing the progression of the work. This schedule will include review dates by FBC, submittal dates for deliverables, and estimated time frame to complete the work. The schedule will be updated monthly and included in the progress report. Changes or adjustments in the schedule caused by delays due to unforeseen task difficulties or lengthy review times will be shown and reported to the FBC.

140 - Progress Meetings

- Attend coordination and interim progress review meetings every month or as necessary, to be scheduled on an as-needed basis. Prepare and distribute meeting minutes within five working days after the meeting.

200 - PRELIMINARY DESIGN PHASE

The primary goals are to (1) establish a typical cross section and cross sections in non-standard areas, (2) determine drainage system needs per Atlas 14 flows (drainage report and/or

preliminary roadway drainage design), (3) positively determine right-of-way (ROW), (4) determine potential conflicts with existing facilities, (5) identify critical path items, (6) identify problem areas and potential resolution(s), (7) determine permit and regulatory requirements, and (8) prepare a reasonable construction cost estimate. Normally, a "30 percent" plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. iGET will prepare a Preliminary Design Memo (PDM) and 30% design submittal as described below.

210 - Collect Existing Data

- Gather and review as-built drawings for Glenn Lakes Lane and adjacent areas and roadways.
- Collect and review as-built drawings for water lines, sanitary sewers, storm sewers, channels, ditches, drainagesystems, detention basins, and other related systems in the project area.
- Collect and review drainage studies, master drainage plans, and similar related drainage, floodplain, or storm water management plans in the project area.
- Collect and review property boundaries, jurisdictional boundaries, and ROW boundary information.
- Collect and review existing traffic data, studies and plans pertaining to the project area.

212 - Geotechnical (See attached proposal from Terracon for a detailed description)

The budget will be included for an additional service to provide Geotechnical services. The budget shall include the following scope of activities:

- Soil borings, analysis, and recommendations for pavement subgrade design, storm sewer/culvert bedding, and trench safety, performed in accordance with typical FBC procedures.
- Prepare a Geotechnical Investigation Report to include boring logs, verification of FBCE standard pavement design and bedding recommendations for the anticipated structures.

214 - Surveying (see attached proposal from Landtech for a detailed description)

The budget will be included for an additional service to provide Surveying services. The budget shall include the following scope of activities:

The route is along Glenn Lakes Lane from State Highway 6 to Lantern Trail Drive (12,000 linear feet), plus 100 feet along all intersecting side streets except State Highway 6 which will be surveyed for 300 feet (3,100 linear feet). The Surveying Services will be provided in accordance with Chapter 6 of the August 2020 Draft version of the Fort Bend County Engineering Department Engineering Design Manual (Design Manual):

1. Perform Control Surveys and Prepare Signed and Sealed Survey Control Maps:
 - a. Project Control will be established in compliance with the Design Manual. Prior to use, the project horizontal and vertical datum will be approved by the Project Design Consultant. Control points will be spaced at a maximum of 1,000 feet through the project limits.
 - b. Stake the project baseline alignment in field at all PCs, PTs, Pls, and 1,000-foot stations. The baseline alignment will be provided to Landtech by iGET.
 - c. Prepare Survey Control Index Sheets and Horizontal and Vertical Control Sheets signed and sealed by an RPLS consisting of:
 - i. Cover/index sheet showing the project datum statement, approximate existing right of way (ROW) lines, the baseline alignment including monumentation, alignment bearings and distances and curve data, side street construction centerlines, project control point locations, and coordinate tables for alignment monumentation and control points.
 - ii. Control monument detail sheet showing ties to planimetric features and monument details.
1. Perform Topographic Surveys and prepare CAD file deliverables:
 - a. Provide ownership research for purposes of Right of Entry (ROE) letters and compile in a spreadsheet for the client's use in preparing and mailing the letters to landowners. Landtech will coordinate with the client on survey related content. Properties without ROE will not be surveyed.
 - b. Collect Topographic Survey data within the project limits. Cross sections will be collected along the route every 100 feet and will extend 20 feet beyond existing ROW. Survey visible surface features. Surveys within intersecting roadways will be confined to public right of way. Survey will not extend into fenced backyards of the subdivision lots along Glenn Lakes Lane. Individual trees within the existing rights-of-way will be surveyed. Deliverables will consist of plan view CAD file in AutoCAD DWG or Microstation DGN format and Digital Terrain Model with 1-ft contours.
 - i. Existing drainage channels will be surveyed at two crossings. Cross sections will be taken up and downstream at face of bridge, ROW lines, and 50-ft

beyond the ROW, and this area also will be included in the DTM. Existing outfall pipes within these limits will be surveyed.

- ii. Landtech will survey front corners of structures visible from the public right of way and include a general depiction of the faces of structures nearest the ROW lines on the topographic survey. Back corners of structures will not be surveyed or mapped. Separate accessory structures located behind main structures will not be mapped. Structure type and use will be labeled, e.g., 'Brick Residence.' Structures along intersecting roadways will not be surveyed.
 - c. Survey surface utilities and visible indications of underground utilities. Submit buried utility locate request ticket to Texas811 to request utility marking, and survey said markings. Request record utility drawings from public and private utility owners. Obtain pipe size and flowline elevations for sanitary and storm manholes and inlets. Underground utilities will be mapped in their approximate location based on available field and record data.
 - d. Survey front property corners for right of way (ROW) location. Approximately 215 properties adjoin the project route. Ownership information will be researched except where properties are whole lots out of platted subdivisions, in which case only Lot and Block information will be shown since ownership data is not required for surveying purposes. Adjoining property information and existing ROW lines will be shown in the CAD file deliverable. See also Assumption No. 3 below.
 - e. Survey approximately 23 Geotechnical Borings after they are drilled.
- 2. Prepare KMZ file showing the preliminary roadway layout, existing ROW lines, and subdivision name and Lot/Block information for platted properties or ownership information for acreage tracts as proposed in Item 2.4 above. The preliminary roadway layout will be provided to Landtech by IGET.
 - 3. Construction Surveying Services will be performed two times prior to commencement of construction and require two separate mobilizations. These services will not be performed after construction has begun without additional compensation. Construction Surveying Services do not include construction layout.
 - a. Recover, verify, and mark control and baseline alignment monumentation established for the project as described in item 1. above.
 - b. Stake ROW lines every 200 feet, at angle points, and at the beginning and end of curves.

This Survey scope of work makes the following assumptions:

1. A detailed survey of the two existing bridges is not required. The survey of the roadway pavement/bridge approaches will stop at the ends of the bridges and will include the four corners of the bridge decks, but it will not include the bridge deck surfaces or elements. Survey of bridge substructure elements, including abutments, low chords, and piers, is not required. Slope riprap beneath the bridges will be surveyed for DTM purposes.
2. Profile mapping is not included.
3. Since there will be no right of way acquisitions or Unobstructed Visibility Easements expected for this project, there are no deliverables included for Right of way Map sheets, parcel maps, or metes and bounds descriptions. A TSPS Category 1B, Condition II Survey is not included. Existing right of way lines based on field location of property monumentation and recorded plats and deeds will be shown in the topographic survey file. Ownership information for whole platted subdivision lots will not be shown.
4. If it is later determined that right of way or UVEs are required, any associated right of way deliverables will be considered additional work and will be performed under a separate proposal.

220 - Conduct Field Reconnaissance

1. Perform site visits to observe and photograph existing conditions.
2. Observe existing utilities.
3. Observe existing drainage facilities.
4. Observe existing traffic, signage, and signal facilities.
5. Observe existing vegetation and landscaping features.

230 - Utility Coordination

1. Utilities will be researched and located in the field to determine the existence and location of underground utilities (pipelines, duct banks, etc.). iGET shall identify and coordinate with all utility owners for relocations required. Any subsurface utility investigation (SUI) should be at the expense of the utility company. Utility company signatures will not be required on completed drawings.
2. Perform records research and field visits to determine the presence of underground or overhead private or public utilities. Collect as-built plans and/or maps from all utilities having facilities within the project limits.
3. Send records requests to utility companies and obtain I.D. numbers (CenterPoint and AT&T)
4. Coordinate with FBC and adjacent MUDs during the identification of utility conflicts.
5. Depict utilities to a reasonable degree of accuracy on the plan and profile drawings.
6. Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required.
7. Develop concept designs to avoid and/or minimize conflicts with existing and proposed utilities.

240 - Traffic Studies

1. FBC will provide current and future traffic information and any previously completed Traffic Studies applicable to the project area.
2. Utilize existing traffic data and define any required future improvements at the intersections and provide an ultimate intersection design.

250 - Hydrological or Hydraulic Studies

1. Determine drainage areas associated with the project area.
2. Determine outfall depths and locations for all project related drainage areas.
3. Determine peak flow rates generated by design storms for each drainage area using Atlas 14 criteria.
4. Size storm water conveyances to handle peak flows and to result in water surface elevations that conform to applicable criteria.
9. The design and construction of all drainage systems within FBC shall comply with the established standard principles and practices given in the FBC Drainage District Drainage Criteria Manual, Revised 2011, and FBC – Interim Atlas 14 Drainage Criteria Manual and minimum Slab Elevation Criteria. December 2019.
5. Review existing data and confirm that the existing detention is adequate to mitigate the proposed improvements. If additional detention is required, propose a mitigation solution and identify any ROW required. This review will be coordinated with FBC, adjacent Municipal Utility Districts (MUDs), and the Levee Improvement District.

260 – Low Impact Development Design

1. The project does not involve Low Impact Design

270 - Review and Identify Right-of-Way Requirements

1. The project is to be designed within the existing ROW
2. Evaluate proposed roadway design alignments and identify the right of way requirements for the intersecting cross streets.
3. Identify any design elements (sight triangles, traffic signal corner clips, additional turn bays, etc.) that may require additional ROW.

280 - 30% Design Drawings

1. Provide 30% submittals for the design, including drainage design, for interim progress reviews by FBC.
2. Prepare and submit a set of 30% design drawing on 11"x17" plan sheets for review by FBC. The 30 % design plans will include the following design sheets:
 - a. Draft Cover Sheet
 - b. Typical Sections
 - c. Plan & Profile Sheets

- d. Intersection Layouts
- e. Drainage Area Map
- f. Drainage Design Layout
- g. Existing Utility Layout

290 - Preliminary Engineering Report (PER)

1. Prepare and submit a draft letter report (3 copies) entitled Preliminary Engineering Report (PER) which will
 - a. Briefly summarize existing conditions in narrative and photographic format
 - b. Identify key design issues and how they should be addressed
 - c. Identify utility conflicts
 - d. Identify critical path items
 - e. Identify proposed access, detour, and traffic control approaches to support construction activities
 - f. Recommend appropriate construction phasing
 - g. Recommend appropriate pavement type and cross section
 - h. Recommend any required structures or cross culverts
 - i. Recommend location and number of left turn lanes and median cuts
 - j. Recommend signalization, if warranted
 - k. Incorporate a Drainage Report that summarizes Hydrological and Hydraulic investigations and recommends appropriate drainage system design elements including detention requirements
 - l. Incorporate a Geotechnical Report
 - m. Identify ROW needs
 - n. Prepare an engineer's construction cost estimate.
2. Present PER
3. Prepare and submit a final PER based on FBC written comments.



Detailed cost breakdown and the basis of estimate for this project is given as Exhibit B.
Please let me know if you have any questions or need clarifications. I will be pleased to answer.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Pilla'.

Dr. Satya Pilla, P.E., PMP, ENV SP

Principal

iGET Services LLC



"EXHIBIT B"

2020 Fort Bend County Mobility Bond Program
ENGINEERING FEE SCHEDULE

PROJECT NAME: Glenn Lakes Lane Reconstruction.
CONTRACT NUMBER: 20415
PRIME PROVIDER NAME: iGET Services LLC

FEE SUMMARY

iGET Services LLC

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
Raw Salary	\$ 75.00	\$ 60.00	\$ 50.00	\$ 50.00	\$ 36.00	\$ 35.00	\$ 25.00	\$ 24.75	
Raw Salary Multiplier (3.00)	\$ 225	\$ 180	\$ 150	\$ 150	\$ 108	\$ 105	\$ 75	\$ 74	
SUMMARY									TOTAL COSTS BY TASK
BASIC SERVICES - To be Provided by iGET Services LLC	Payment Basis								
100 - PROJECT COORDINATION/MANAGEMENT	Lump Sum								\$ 34,179.20
200 - PRELIMINARY ENGINEERING	Lump Sum								\$ 274,959.50
									\$ 309,138.70
ADDITIONAL SERVICES - To be Provided by Subconsultants									
212 - GEOTECHNICAL (Terracon - See attached Budget)	Lump Sum								\$ 24,400.00
214 - SURVEY (Landtech - See attached Budget)	Lump Sum								\$ 219,752.83
									\$ 244,152.83
GRAND TOTAL									\$ 553,291.53

SUMMARY

BASIC SERVICES - iGET	\$ 309,138.70
ADDITIONAL SERVICES	\$ 244,152.83
GRAND TOTAL	\$ 553,291.53



"EXHIBIT B"

2020 Fort Bend County Mobility Bond Program
ENGINEERING FEE SCHEDULE

PROJECT NAME: Glenn Lakes Lane Reconstruction.
CONTRACT NUMBER: 20415
PRIME PROVIDER NAME: iGET Services LLC

FEE SUMMARY

iGET Services LLC

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
Raw Salary	\$ 75.00	\$ 60.00	\$ 50.00	\$ 50.00	\$ 36.00	\$ 35.00	\$ 25.00	\$ 24.75	
Raw Salary Multiplier (3.00)	\$ 225	\$ 180	\$ 150	\$ 150	\$ 108	\$ 105	\$ 75	\$ 74	
100-PROJECT COORDINATION/ MANAGEMENT									
110 - PROJECT COORDINATION	20	36		12					68
120 - INVOICES/PROJECT PROGRESS REPORTS	10	20						24	54
130 - PROJECT SCHEDULING	8	16							24
140 - PROGRESS MEETINGS	8	30						20	58
Project Management & Meetings (3 months Typical)									
HOURS SUBTOTALS	46	102		12				44	204
TOTAL LABOR COSTS	\$ 10,350.00	\$ 18,360.00		\$ 1,800.00				\$ 3,267.00	\$ 33,777.00
SUBTOTAL									\$ 33,777.00

DIRECT EXPENSES PROJECT COORDINATION

MILEAGE f@ \$0.545 Der mile	12 Trips x 30miles per trip		360	\$ 0.55					\$ 196.20
PHOTO COPIES (BW - 8 1/2" x 11"; @ \$0.10 per copy)			250	\$ 0.10					\$ 25.00
PHOTO COPIES (BW - 11" x 17"; @ \$0.20 per copy)			250	\$ 0.20					\$ 50.00
PHOTO COPIES (Color - 8 1/2" x 11"; @ \$0.70 per copy)			80	\$ 0.70					\$ 56.00
PHOTO COPIES (Color - 11" x 17"; @ \$1.50 per copy)			50	\$ 1.50					\$ 75.00
SUBTOTAL									\$ 402.20

100-PROJECT COORDINATION/MANAGEMENT SUBTOTAL

\$110.00

\$ 34,179.20

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
Raw Salary	\$ 66.67	\$ 60.00	\$ 41.67	\$ 41.67	\$ 33.33	\$ 33.33	\$ 23.25	\$ 24.75	
Raw Salary Multiplier (3.00)	\$ 200.00	\$ 180.00	\$ 125.00	\$ 125.00	\$ 100.00	\$ 100.00	\$ 69.75	\$ 74.25	
200 - PRELIMINARY ENGINEERING									
210 - COLLECT EXISTING DATA	8	48	8	60	32	12	0	12	180
Early Stakeholder Coordination	8	24		12					44
Obtain related data, plans, studies and reports				12	32	12		12	68
Review Data		12		24					36
Design Criteria		12	8	12					32
212 - GEOTECHNICAL (SEE ATTACHED SCOPE FROM TERRACON)	0	0	0	0	0	0	0	0	0
Geotechnical Investigation (BY OTHERS)									
214 - SURVEYING (SEE ATTACHED SCOPE FROM LANDTECH)	0	0	0	0	0	0	0	0	0
Topographic Survey (BY OTHERS)									
220 - CONDUCT FIELD RECONNAISSANCE	0	16	0	24	24	24	0	0	88
Site Visits to observe existing conditions - signage, utilities, apurtenances, etc. and identify Repair & Rehabilitation vs Replacements	4	16		24	24	24			



"EXHIBIT B"

2020 Fort Bend County Mobility Bond Program
ENGINEERING FEE SCHEDULE

PROJECT NAME: Glenn Lakes Lane Reconstruction.
CONTRACT NUMBER: 20415
PRIME PROVIDER NAME: iGET Services LLC

FEE SUMMARY

iGET Services LLC

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
Raw Salary	\$ 75.00	\$ 60.00	\$ 50.00	\$ 50.00	\$ 36.00	\$ 35.00	\$ 25.00	\$ 24.75	
Raw Salary Multiplier (3.00)	\$ 225	\$ 180	\$ 150	\$ 150	\$ 108	\$ 105	\$ 75	\$ 74	
230 - UTILITY COORDINATION	4	72	0	144	140	0	60	24	444
Identify Existing Utilities and Owners		16		24	36				76
Determine Potential Conflicts and Relocations		16		48	36		12		112
Prepare Utility Conflict list at 30% submittal		8		24	24				56
Develop design to avoid/minimize existing and proposed Utilities		12		12			24		48
Coordination with Utility Owners		12		24	36		24	24	120
Review Survey	4	8		12	8				32
									0
240 - TRAFFIC STUDIES	0	16	28	0	44	0	48	0	136
Intersection LOS Analysis		12	24		32		24		92
Intersection Sight Triangle Analysis		4	4		12		24		44
250 - HYDROLOGICAL OR HYDRAULIC STUDIES	28	128	180	122	92	0	44	12	606
Develop Drainage Area maps		12	12	12	24		24		84
Evaluate Design Storm Flows and Outfall depths per Atlas 14 Criteria		12	24	12	12				60
Analyze and size conveyance system		12	24	18	24				78
Precinct and MUD Meetings /Coordination	12	48	48	24					132
Draft Memorandum	12	32	48	24	24		12	8	160
Final Memorandum	4	12	24	32	8		8	4	92
									0
260 - LOW IMPACT DEVELOPMENT	0	0	0	0	0	0	0	0	0
Perform Low Impact Development Designs	0	0	0	0	0	0	0	0	
270 - REVIEW AND IDENTIFY RIGHT-OF-WAY REQUIREMENTS	0	0	0	0	0	0	0	0	0
Determine ROW Acquisition Needs	0	0	0	0	0	0	0	0	

**"EXHIBIT B"****2020 Fort Bend County Mobility Bond Program
ENGINEERING FEE SCHEDULE****PROJECT NAME: Glenn Lakes Lane Reconstruction.
CONTRACT NUMBER: 20415
PRIME PROVIDER NAME: iGET Services LLC****FEE SUMMARY****iGET Services LLC**

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
Raw Salary	\$ 75.00	\$ 60.00	\$ 50.00	\$ 50.00	\$ 36.00	\$ 35.00	\$ 25.00	\$ 24.75	
Raw Salary Multiplier (3.00)	\$ 225	\$ 180	\$ 150	\$ 150	\$ 108	\$ 105	\$ 75	\$ 74	
280 - 30% DESIGN DRAWINGS	6	32	56	116	152	216	96	0	674
Establish a Typical Cross Section		4		12					16
Prepare 30% Plans									
Draft Cover Sheet		2		8	12	12			34
Draft Typical Sections		2		12	12	32			58
Plan & Profile Sheets		4		12	12				28
Intersection Layouts		2	24	12	12	32	32		114
Intersection Layouts		2	24	12	12	32	32		114
Drainage Area Maps		2		12	24	32			70
Drainage Design Layout	4	4	4	12	32	32			88
Existing Utilities Layout		4	4	12	12	32	32		96
Construction Cost Estimate	2	6		12	24	12			56
290 • PRELIMINARY DESIGN MEMORANDUM (PER)	24	32	36	72	44	0	0	24	232
Draft Memorandum	12	24	24	48	32			16	156
Final Memorandum	12	8	12	24	12			8	76
									52
HOURS SUB-TOTALS	62	280	300	454	472	216	248	60	2092
TOTAL LABOR COSTS	\$ 13,950.00	\$ 50,400.00	\$ 45,000.00	\$ 68,100.00	\$ 50,976.00	\$ 22,680.00	\$ 18,600.00	\$ 4,455.00	\$ 274,161.00
SUBTOTAL									\$ 274,161.00
DIRECT EXPENSES									
MILEAGE (@ \$0.545 per mile)	10 Trips x 30miles per trip		300	\$0.55					\$163.50
PHOTO COPIES (BW - 8 1/2" x 11"; @ \$0.10 per copy)			500	\$0.10					\$50.00
PHOTO COPIES (BW - 11" x 17"; @ \$0.20 per copy)			500	\$0.20					\$100.00
PHOTO COPIES (Color - 8 1/2" x 11"; @ \$0.70 per copy)			50	\$0.70					\$35.00
PHOTO COPIES (Color - 11" x 17"; @ \$1.50 per copy)			100	\$1.50					\$150.00
DATA CD-ROMS (@ \$3.00/EA)									
DELIVERIES (@ \$20.00 per delivery)			15	\$20.00					\$300.00
SUBTOTAL									\$798.50
200-PRELIMINARY ENGINEERING SUBTOTAL									\$274,959.50

May 4, 2021

Dr. Satya Pilla, PE, PMP, ENV SP
iGet Services LLC
10039 Bissonnet Street, Suite 336
Houston, TX 77036

RE: Proposal to Provide Professional Surveying Services – Glenn Lakes Lane
Topographic and Right-of-Way Surveying

Dear Dr. Pilla:

It is my pleasure to submit the following proposal for providing professional surveying services for the above referenced project. The route is along Glenn Lakes Lane from State Highway 6 to Lantern Trail Drive (12,000 linear feet), plus 100 feet along all intersecting side streets except State Highway 6 which will be surveyed for 300 feet (3,100 linear feet). The Surveying Services will be provided in accordance with Chapter 6 of the August 2020 Draft version of the Fort Bend County Engineering Department Engineering Design Manual (Design Manual):

1. Perform Control Surveys and Prepare Signed and Sealed Survey Control Maps:
 - 1.1. Project Control will be established in compliance with the Design Manual. Prior to use, the project horizontal and vertical datum will be approved by the Project Design Consultant. Control points will be spaced at a maximum of 1,000 feet through the project limits.
 - 1.2. Stake the project baseline alignment in field at all PCs, PTs, Pls, and 1,000-foot stations. The baseline alignment will be provided to Landtech by IGET.
 - 1.3. Prepare Survey Control Index Sheets and Horizontal and Vertical Control Sheets signed and sealed by an RPLS consisting of:
 - 1.3.1. Cover/index sheet showing the project datum statement, approximate existing right of way (ROW) lines, the baseline alignment including monumentation, alignment bearings and distances and curve data, side street construction centerlines, project control point locations, and coordinate tables for alignment monumentation and control points.
 - 1.3.2. Control monument detail sheet showing ties to planimetric features and monument details.
2. Perform Topographic Surveys and prepare CAD file deliverables:
 - 2.1. Provide ownership research for purposes of Right of Entry (ROE) letters and compile in a spreadsheet for the client's use in preparing and mailing the letters to land owners. Landtech will coordinate with the client on survey related content. Properties without ROE will not be surveyed.
 - 2.2. Collect Topographic Survey data within the project limits. Cross sections will be collected along the route every 100 feet and will extend 20 feet beyond existing ROW. Survey visible surface features. Surveys within intersecting roadways will be confined to public right of way. Survey will not extend into fenced backyards of the subdivision lots along Glenn Lakes Lane. Individual trees within the existing rights-of-way

will be surveyed. Deliverables will consist of plan view CAD file in AutoCAD DWG or Microstation DGN format and Digital Terrain Model with 1-ft contours.

Existing drainage channels will be surveyed at two crossings. Cross sections will be taken up and downstream at face of bridge, ROW lines, and 50-ft beyond the ROW, and this area also will be included in the DTM. Existing outfall pipes within these limits will be surveyed.

Landtech will survey front corners of structures visible from the public right of way and include a general depiction of the faces of structures nearest the ROW lines on the topographic survey. Back corners of structures will not be surveyed or mapped. Separate accessory structures located behind main structures will not be mapped. Structure type and use will be labeled, e.g., 'Brick Residence.' Structures along intersecting roadways will not be surveyed.

- 2.3. Survey surface utilities and visible indications of underground utilities. Submit buried utility locate request ticket to Texas811 to request utility marking, and survey said markings. Request record utility drawings from public and private utility owners. Obtain pipe size and flowline elevations for sanitary and storm manholes and inlets. Underground utilities will be mapped in their approximate location based on available field and record data.
- 2.4. Survey front property corners for right of way (ROW) location. Approximately 215 properties adjoin the project route. Ownership information will be researched except where properties are whole lots out of platted subdivisions, in which case only Lot and Block information will be shown since ownership data is not required for surveying purposes. Adjoining property information and existing ROW lines will be shown in the CAD file deliverable. See also Assumption No. 3 below.
- 2.5. Survey approximately 23 Geotechnical Borings after they are drilled.
3. Prepare KMZ file showing the preliminary roadway layout, existing ROW lines, and subdivision name and Lot/Block information for platted properties or ownership information for acreage tracts as proposed in Item 2.4 above. The preliminary roadway layout will be provided to Landtech by IGET.
4. Construction Surveying Services will be performed two times prior to commencement of construction and require two separate mobilizations. These services will not be performed after construction has begun without additional compensation. Construction Surveying Services do not include construction layout.
 - 4.1. Recover, verify, and mark control and baseline alignment monumentation established for the project as described in item 1. above.
 - 4.2. Stake ROW lines every 200 feet, at angle points, and at the beginning and end of curves.

Fees for the services described above are as follows (see attached spreadsheet 'Glenn Lakes_2021-04-23.pdf' for breakdown of tasks, hours, and rates):

1. Control Surveying (Lump Sum)	=	\$ 28,495.22
2. Topographic Surveying and Mapping (Lump Sum)	=	\$137,581.77
3. KMZ (Lump Sum)	=	\$ 5,613.56
4. Construction Surveying Services (Time & Materials)	=	<u>\$ 48,062.28</u>
Total Estimated Fee Tasks 1-4	=	\$219,752.83

This proposal is based on the following assumptions:

1. A detailed survey of the two existing bridges is not required. The survey of the roadway pavement/bridge approaches will stop at the ends of the bridges and will include the four corners of the bridge decks, but it will not include the bridge deck surfaces or elements. Survey of bridge substructure elements, including abutments, low chords, and piers, is not required. Slope riprap beneath the bridges will be surveyed for DTM purposes.
2. Profile mapping is not included.
3. Since there will be no right of way acquisitions or Unobstructed Visibility Easements expected for this project, there are no deliverables included for Right of way Map sheets, parcel maps, or metes and bounds descriptions. A TSPS Category 1B, Condition II Survey is not included. Existing right of way lines based on field location of property monumentation and recorded plats and deeds will be shown in the topographic survey file. Ownership information for whole platted subdivision lots will not be shown.
4. If it is later determined that right of way or UVEs are required, any associated right of way deliverables will be considered additional work and will be performed under a separate proposal.

We expect to be able to submit deliverables as follows. Please note that schedule is subject to timely receipt of utility research, right of entry, roadway layout, and alignment.

- Topographic 2D and 3D CAD files will be submitted in stages of completion from west to east, after allowing for sufficient time to complete field surveying of control, receipt of Right of Entry, and Utility Record Drawings research, and weather permitting.
- KMZ will be submitted 1 week after 100% submittal of topo mapping or receipt of roadway layout, whichever is later.
- We will need approximately 3 weeks to complete each mobilization for Task 4.

Thank you for the opportunity to submit this proposal. We look forward to working with you.

Sincerely,

Landtech, Inc.



Dennis Chalaire, R.P.L.S.

Attachments: Spreadsheet 'Glenn Lakes_2021-04-23.pdf'
20415 Glenn Lakes Lane.pdf

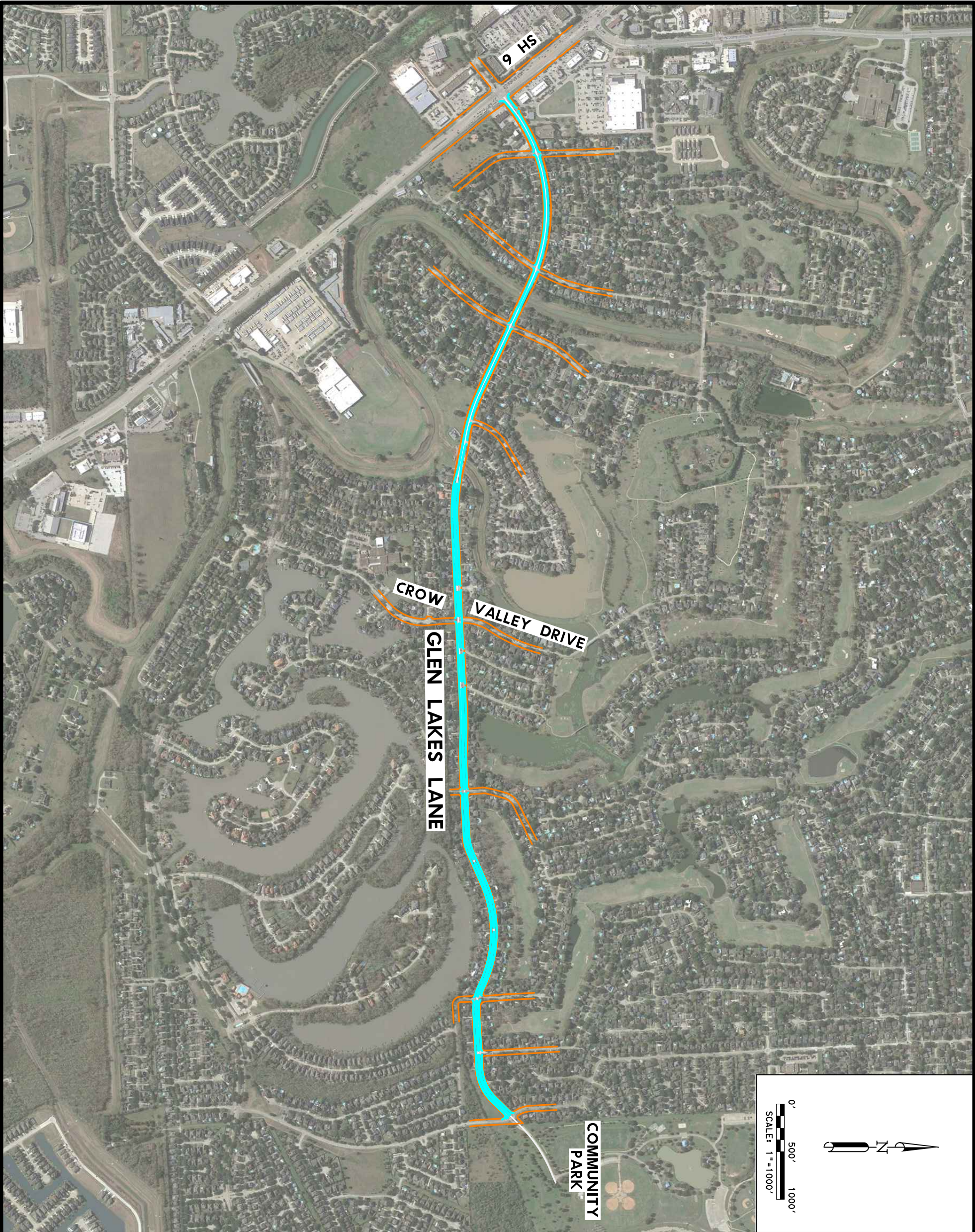
Glenn Lakes _2021-05-04.docx

Notes:

1. Surveys will be performed per Chapter 6 of the Fort Bend County Mobility Bond Design Manual
2. Please refer to Letter of Proposal of same date for detailed scope of work.

Page 1 of 2

3. PROPOSED RIGHT-OF-WAY SURVEYS										
	Prepare KMZ file showing existing ROW with ownership information as proposed in Item 2.4 above, and a preliminary roadway layout. The preliminary roadway layout will be provided to Landtech by client.									
			4	32	16				52	\$5,613.56
	SUBTOTAL HOURS		0	4	32	16	0		0	52
	REIMBURSABLE PARCEL EXHIBIT EXPENSES									
	GPS Receiver		0	days x	\$225.00	=		\$0.00		
	Mileage		0	miles x	\$0.560	=		\$0.00		
								SubTotal Reimbursable Expenses		\$0.00
								SUBTOTAL LUMP SUM FEE TASK 3		\$5,613.56
4. CONSTRUCTION SURVEYING SERVICES - will be performed two times prior to construction										
4.1.	Recover, verify and mark control and baseline alignment monumentation established for the project as described in item 1. above.			12	24			80		116
4.2.	Stake ROW lines every 100 feet, at angle points, and at the beginning and end of curves.			24	48			112		184
	SUBTOTAL HOURS		0	36	72	0	0	0	192	300
	REIMBURSABLE EXPENSES									
	GPS Receiver		24	days x	\$225.00	=		\$5,400.00		
	Mileage		1680	miles x	\$0.560	=		\$940.80		
								SubTotal Reimbursable Expenses		\$6,340.80
								SUBTOTAL TIME & MATERIALS FEE TASK 4		\$48,062.28
								TOTAL ESTIMATED FEE TASKS 1-4:		\$219,752.83



PROJECT:

GLEN LAKES LANE

PROJECT No. 20415
FROM: SH 6 TO
MISSOURI CITY
COMMUNITY PARK

12,000 LF

DESCRIPTION:

RECONSTRUCT 2-LANE
CONCRETE ROADWAY
WITH STORM SEWERS

LEGEND:

- PROPOSED ROADWAY
- ROAD CENTERLINE
- EXISTING ROW
- PROPOSED ROW



FORT BEND COUNTY
2020 MOBILITY BOND PROGRAM

April 23, 2020



iGET Services LLC.
10039 Bissonnet Street, Suite 336
Houston, Texas 77036

Attn: Dr. Satya Pilla, P.E.

Re: Cost Estimate for Geotechnical Engineering Services
Glenn Lakes Lane
Fort Bend County, Texas
Terracon Document No. P92215191

Dear Dr. Pilla:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering services for the above referenced project. The following exhibits outline our understanding of the scope of services to be performed by Terracon for this project and provide an estimate of the cost of our services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$24,400**. See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this document can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.
(Texas Firm Registration No.: F-3272)

Ziye Liu

Ziye Liu, E.I.T.
Staff Geotechnical Engineer

Patrick Beecher

Patrick M. Beecher, P.E.
Geotechnical Services Manager

A handwritten signature in blue ink, appearing to read "Rebecca Cummins".

Rebecca L. Cummins, P.E.
Project Engineer

AGREEMENT FOR SERVICES

This **AGREEMENT** is between iGet Services LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Glenn Lakes Lane project ("Project"), as described in Consultant's Proposal dated 04/23/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

Client: **iGet Services LLC**

By: Patrick Beecher Date: **4/23/2021**

By: _____ Date: _____

Name/Title: **Patrick M. Beecher, P.E. / Senior Principal / Geotechnical Services Manager**

Name/Title: _____

Address: **11555 Clay Rd, Ste 100
Houston, TX 77043-1239**

Address: _____

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Phone: _____ Fax: _____

Email: **Patrick.Beecher@terracon.com**

Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by iGET. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Project location	The project is located along Glenn Lakes Lane between Highway 6 and Misty Hollow Drive in Fort Bend County, Texas. (See Exhibit D)
Existing improvements	Existing residential areas and concrete roadways.
Current ground cover	Concrete pavements.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with our truck-mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	This project includes the full-depth concrete pavement reconstruction and installation of new storm sewers along approximately 11,300 linear feet of Glenn Lakes Lane between Highway 6 and Misty Hollow Drive in Fort Bend County, Texas. We understand that the proposed storm sewers are planned to be installed using open-cut construction methods at a maximum embedment depth of 8 feet below existing grade. We understand that the bridges along Glenn Lakes Lane are not included in the project scope.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The proposed field exploration program consists of the following:

Planned Location	Number of Borings	Planned Boring Depth¹ (feet)
Along Glenn Lakes Lane	23	15
Total	23	345

1. Below grade at the time of our field program.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We plan to core through the existing concrete pavements to access the underlying subgrade at each boring location on Glenn Lakes Lane. We will advance soil borings with a standard truck-mounted drill rig using solid stem continuous flight augers. Samples will be obtained continuously in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Pavements will be patched with ready mixed concrete. Our services do not include repair of the site beyond backfilling our boreholes and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the

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surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service for additional fees at your request.

Site Access: Terracon must be granted access to the site by Fort Bend County. We assume that a Right-of-Way permit from Fort Bend County will not be required to perform our field program. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Traffic Control: We understand that Glenn Lakes Lane is a low-speed, low volume road within residential areas. We plan to use traffic control consisting of cones and signs for the lane closures required for our field program.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. If additional safety requirements, training, etc. are required to access this site to perform our services, Terracon should be notified to so that we may adjust our Scope of Services and estimated fees, if necessary. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with Texas 811, a free utility locating service, to help locate public utilities within dedicated public easements. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities, if present within the project alignment, should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating, if requested. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third

parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to COVID-19. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with COVID-19.

Laboratory Testing

The project engineer will review field data and assign laboratory tests. Based on our understanding of the project, assigned tests may include the following.

- Moisture content
- Unit weight
- Atterberg limits
- Percent finer than No. 200 Sieve
- Unconfined compressive strength

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and preliminary geotechnical report

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When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed preliminary geotechnical report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report for the proposed improvements will provide the following:

- Site and boring location plans
- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Subsurface exploration procedures
- Description of subsurface conditions
- Excavation considerations
- Temporary groundwater control considerations
- Uplift and lateral earth pressures
- Utility construction considerations
- Pavement design guidelines

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration	\$15,600
Laboratory Testing	\$5,000
Geotechnical Consulting & Reporting	\$3,800
Total:	\$24,400

Our Scope of Services does not include services associated with survey of boring locations, special equipment for wet/soft ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	10 working days from notice to proceed
Field Work Mobilization	15 working days from notice to proceed
Site Characterization	10 working days from completion of field work
Geotechnical Engineering	20 working days from completion of field work

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GeoReport® Delivery	Posting Schedule ^{1, 2}
<ol style="list-style-type: none">1. Upon receipt of your notice to proceed we will activate the schedule component of our GeoReport® website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.2. We will maintain a current calendar of activities within our GeoReport® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.	

EXHIBIT D – SITE LOCATION

Glenn Lakes Lane ■ Fort Bend County, Texas

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Terracon

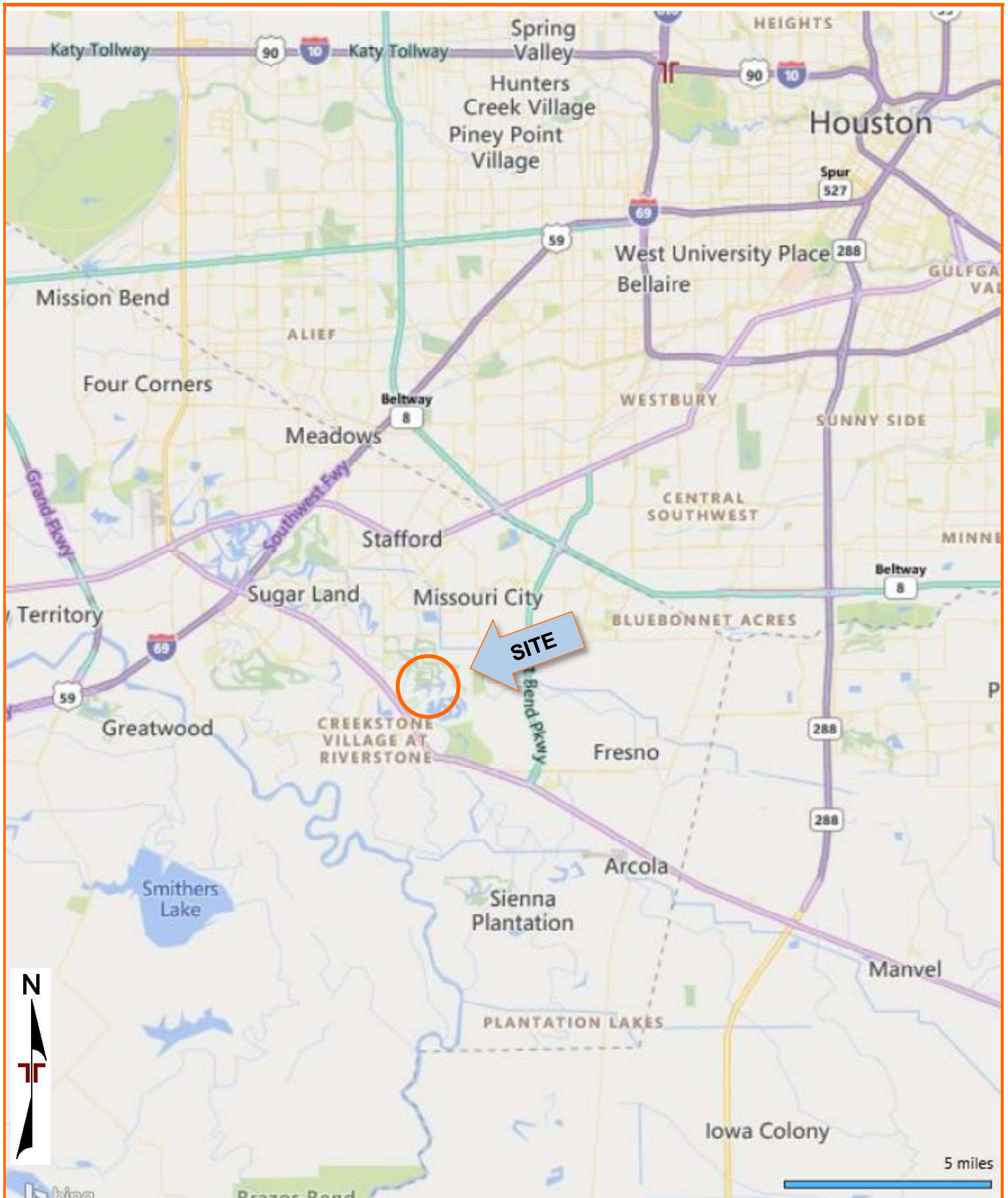


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Glenn Lakes Lane ■ Fort Bend County, Texas
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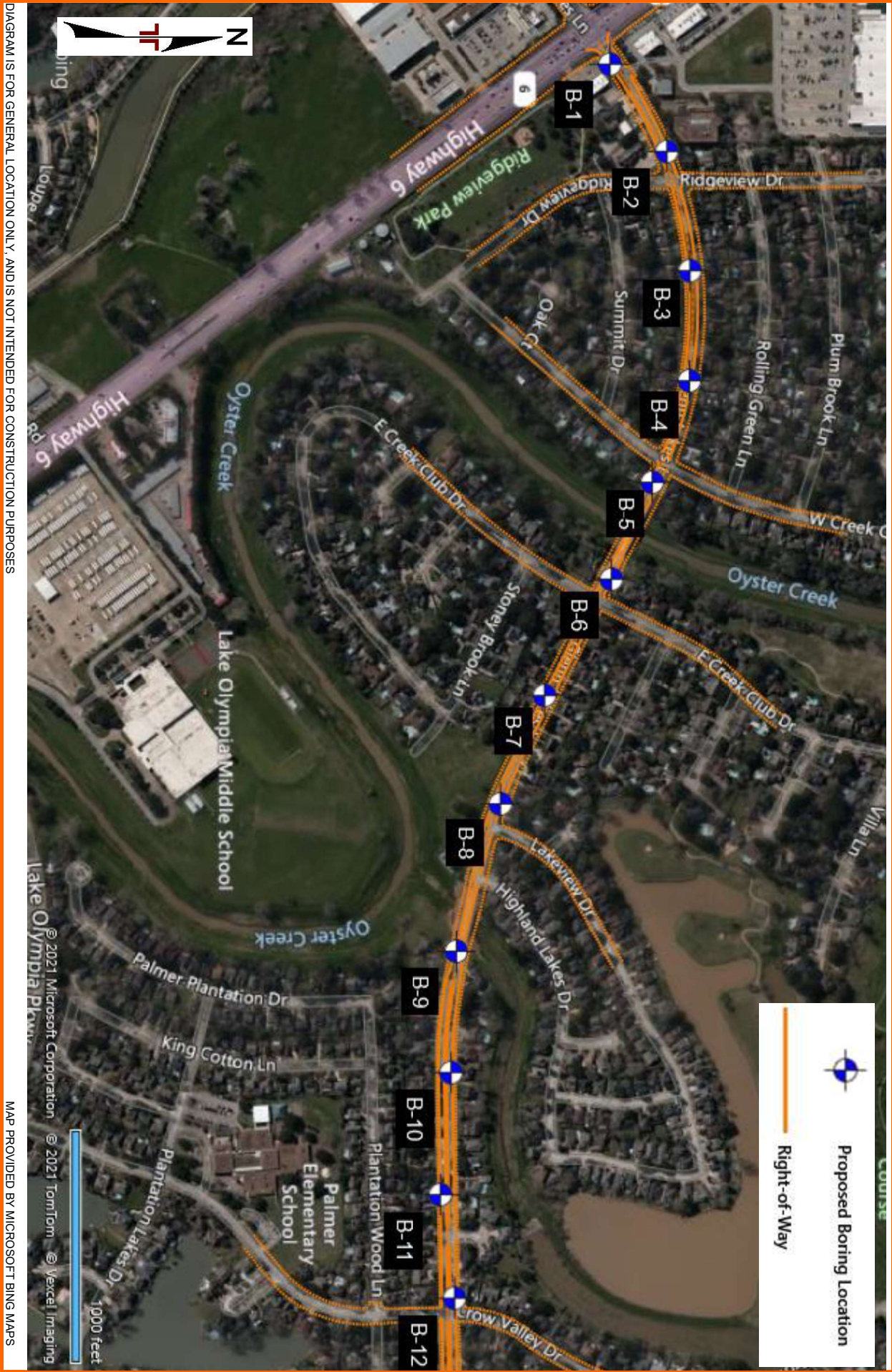


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MAP PROVIDED BY MICROSOFT BING MAPS

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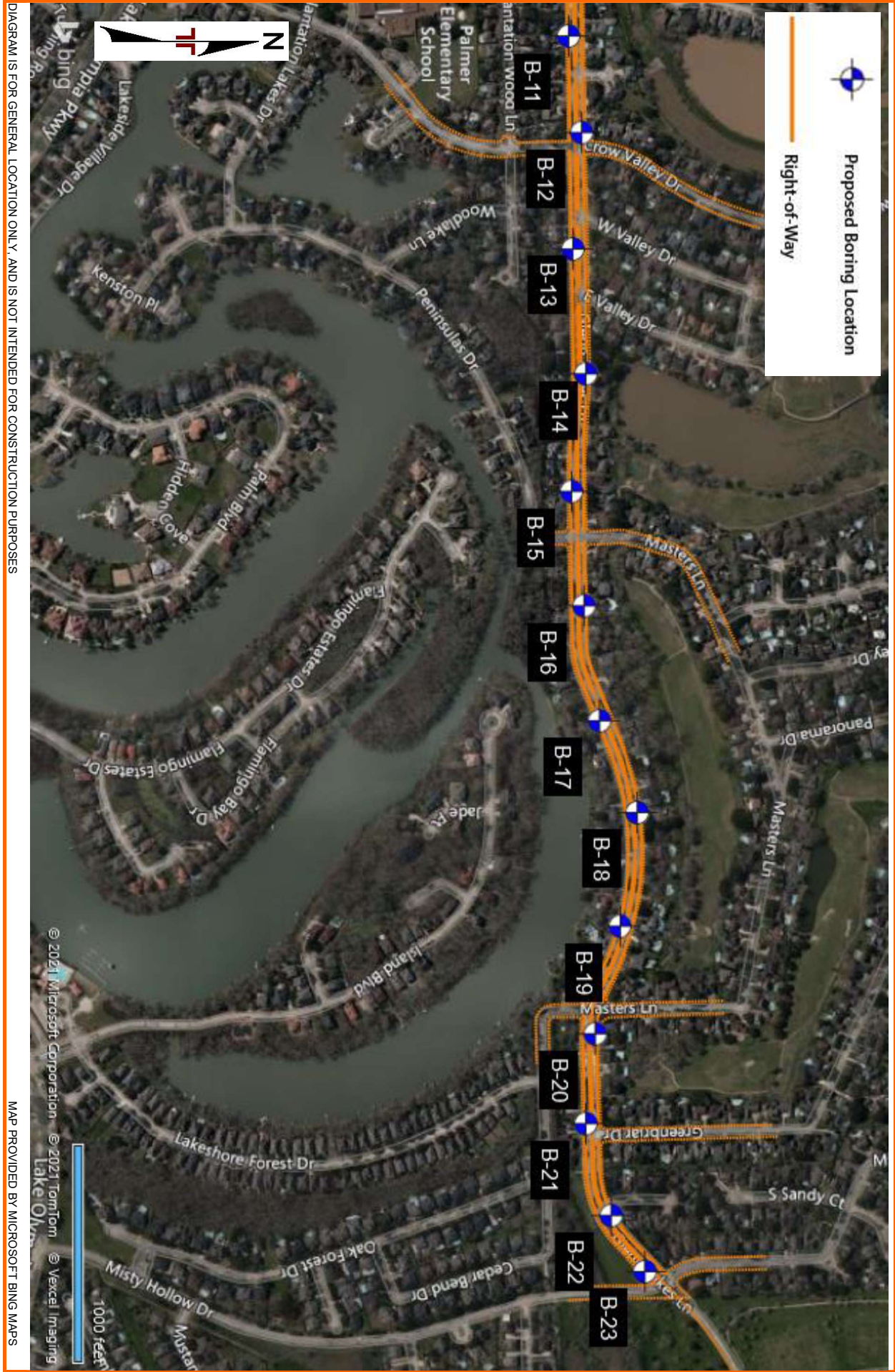


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