

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 RPS Infrastructure, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for improvements to Julia Avenue under Project No. 20224x of the Fort Bend County Mobility Program (hereinafter “Services”) pursuant to SOQ 14-025; and

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

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

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

**AGREEMENT**

**Section 1. Scope of Services**

Consultant shall render the professional engineering services as described in Consultant’s Proposal, attached hereto as Exhibit A, and incorporated herein for all purposes.

**Section 2. Personnel**

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

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

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

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred thirty-nine thousand eight hundred sixty dollars and no/100 (\$139,860.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred thirty-nine thousand eight hundred sixty dollars and no/100 (\$139,860.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed one hundred thirty-nine thousand eight hundred sixty dollars and no/100 (\$139,860.00).

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

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2026. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the 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 Consultant 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 Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to 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 Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant'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 Consultant.

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

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of 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. Consultant shall promptly furnish all such data and material to County on request.

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

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

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

10.1.5 Professional Liability insurance may be 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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

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

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

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

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

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during

or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to 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. Consultant 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 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant expressly acknowledges that 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 Consultant**

13.1 In the performance of work or services hereunder, Consultant 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 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 14. Notices**

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

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

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Consultant: RPS Infrastructure, Inc.  
575 N. Dairy Ashford, Suite 700  
Houston, Texas 77079

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

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

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

#### **Section 15. Compliance with Laws**

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

#### **Section 16. Standard of Care**

Consultant 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, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

**Section 18. Applicable Law**

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

**Section 19. Successors and Assigns**

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

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of 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**

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

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

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

RPS INFRASTRUCTURE, INC.

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

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

\_\_\_\_\_  
Date

Lynn Pipkin, P.E.  
\_\_\_\_\_  
Authorized Agent – Printed Name

ATTEST:

Transport Leader, Houston  
\_\_\_\_\_  
Title

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

July 7, 2022  
\_\_\_\_\_  
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



June 16, 2022

Mr. Ike Akinwande, P.E.  
Fort Bend County Engineering Department  
301 Jackson Street Suite 400  
Richmond, TX 77469

575 N. Dairy Ashford  
Suite 700  
Houston, Texas 77079  
T +1 281 589 7257

**RE: 20224x Julia Avenue Proposal**

Dear Mr. Akinwande.

Thank you for the opportunity to submit RPS Infrastructure's proposal for providing professional engineering services to prepare roadway widening and drainage improvements for Julia Avenue in Fort Bend County, Texas. The proposal includes a detailed estimate including labor, subconsultant fees and direct expenses. The fee estimate is based on the following information.

## Project Understanding

The Julia Ave project will consist of reconstructing approximately 2,700 linear feet of existing 2-lane asphalt roadway with open ditch and a cul-de-sac. There are 15 existing driveways that will be reconstructed. The ROW is currently private and will be donated to become public in the following weeks. The project will be designed to meet county design criteria per the updated 2020 mobility design standards.

## Scope of Services

### Task 1: Subconsultant Services

#### 1.1 Topographic Survey

- 1.1.1 A topographic survey will be completed before the design. The topographic survey will determine ROW acquisition needs before Design Phase.
- 1.1.2 The survey will establish the horizontal control along the routes main alignment utilizing the vertical datum NAVD88 (2002 adjustment) and Geoid18. A TBM at each end of the project limits and we will set additional TBM's to meet the requirement for the maximum distance between two TBM's control Points.
- 1.1.3 The horizontal control points may be used for TBM control points. The control will be based on current County datums.
- 1.1.4 The geotechnical bore hole locations will be surveyed, and the proposed ROW will be staked.
- 1.1.5 Parcel maps to include legal descriptions and exhibits for County ROW acquisition will be provided.
- 1.1.6 ROW maps will be in conformance with a Category IA, Condition III survey. Abstracting for existing ROW/Parcels will be per Category 6, Condition II.

## 1.2 Geotechnical Investigation

- 1.2.1 Geotechnical investigations and reporting should be completed during preliminary design, in accordance with Fort Bend County criteria.
- 1.2.2 The scope of services will include 6 bore holes at 10' depth along the proposed ROW alignment.
- 1.2.3 Provide laboratory testing of soil samples and provide recommendations in a geotechnical report.
- 1.2.4 Recommend pavement section.

## Task 2: Design

### 2.1 Drainage Analysis and Report

- 2.1.1 Design roadside ditches, drainage analysis and report.
- 2.1.2 Create drainage calculations based on drainage areas and utility coordination.
- 2.1.3 Attend coordination meetings and provide project management.
- 2.1.4 Based on the results of the analysis, we will provide mitigation recommendations and rerun the analysis to confirm there is no impact to the drainage system and coordinate with Fort Bend County Drainage District.

### 2.2 Utility Coordination

- 2.2.1 Research to determine the presence and location of underground utilities (pipelines, duct banks, etc.) is the design consultant's responsibility.
- 2.2.2 A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (CenterPoint, AT&T, etc.).
- 2.2.3 Prepare a conflict table during the Design phase to highlight conflicts between existing utilities and proposed improvements.
- 2.2.4 Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the County and/or its project management consultant.

### 2.3 95% Submittal

- 2.3.1 RPS will make interim submittals at 95 percent completion, and it will include a specification table of contents (and/or special specifications, as applicable), and a final cost estimate.
- 2.3.2 The 95 percent submittal will include the following:
  - The plans will be considered final but not sealed
- 2.3.3 Plans for the 95% submittal will be made electronically via PDF format.

2.3.4 The 100% design submittal shall consist of one sealed and signed exhibit delivered to the Program Manager, along with a PDF submittal.

## Deliverables

95% submittal will be provided to the County for review and comments. A Final 100% exhibit will be submitted in a signed and sealed sheet of 11x17 drawing in PDF. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

## Basis of Estimate

The estimate is based on the tasks mentioned above. Modifications to the tasks after confirmation will be deemed to be additional services and will require subsequent authorization from the Client.

## Additional Services

Any additional meetings (including attendance at public meetings) not specifically defined in the scope of services will be at the direction of the Client or Client's representative and will be performed on an hourly fee basis. RPS could be authorized by FBC to perform such additional services under existing separate contracts.

## Exclusions

This scope of services does not include the following:

- Construction Administration, Management, or Inspection Services
- Public involvement and additional meetings beyond those specifically noted in this scope
- Design services beyond those specifically stated in this scope, including revisions to plans after final submittal and approval
- Any other item not specifically listed in the Scope of Services

These services, if required, and upon agreement from the Client, will be performed as an additional service.

## Project Schedule

RPS Infrastructure will commence work upon receipt of signed authorization from the Client. Client review times are beyond the control of RPS Infrastructure. RPS Infrastructure will respond to any comments from the Client in a timely manner after receipt of said comments and prepare documents for final submittal.

## Summary of Cost

The summary of cost for providing services described is shown below.

Task	Method of Compensation	Amount
Task 1 – Subconsultant Services	Lump Sum	\$ 37,360.00
Task 2 – Design	Lump Sum	\$ 102,500.00
Total Estimated Cost		\$ 139,860.00

Except as noted below, all invoices will be prepared monthly and are due and payable within 30 days of receipt. All data collection services will be invoiced upon completion. Once the final plans are submitted for final review, the project will be considered complete and invoiced accordingly.

In closing, we appreciate the opportunity to provide this proposal and are available at your convenience to answer any questions. Feel free to call me at any time 281-589-7257.

Yours sincerely,  
for RPS Infrastructure, Inc.



**Gabriel Odreman, PE, PMP**  
Project Manager  
Gabriel.odreman@rpsgroup.com

**Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet**

TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT ENGINEER	ASSOCIATE ENGINEER	CADD MANAGER	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
<b>2. Final Design (LS)</b>										<b>\$ 139,860.00</b>		
Typical Sections (70%-Final)	1			6		16			23	\$ 3,610.00		#DIV/0!
Determine ROW Acquisition Needs				8	8	32			48	\$ 7,040.00		#DIV/0!
Determine Potential Conflicts with existing facilities & utilities				10		32			42	\$ 6,210.00		#DIV/0!
Site Visit				5		12			17	\$ 2,585.00		#DIV/0!
Topographic Survey									0	\$ 30,060.00		#DIV/0!
Geotechnical Investigation									0	\$ 7,300.00		#DIV/0!
Preliminary Phase Expenses									0	\$ 1,500.00		
Drainage Area Maps (Drainage Study)	2			60		160			222	\$ 33,700.00		#DIV/0!
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)	5			20	25	100			150	\$ 22,475.00		#DIV/0!
Construction Cost Estimate	2			12	12	30			56	\$ 8,820.00		#DIV/0!
Cross Sections with earthwork calculations			5			30			35	\$ 5,100.00		#DIV/0!
Project Management & Meetings (3 Months Typical)	5			30				22	57	\$ 9,960.00		#DIV/0!
<b>MANHOURL SUBTOTAL</b>	15	0	5	151	45	412	0	22	650		0	
	2%	0%	1%	23%	7%	63%	0%	3%				
LABOR RATE PER HOUR	\$300.00	\$280.00	\$240.00	\$205.00	\$155.00	\$130.00	\$150.00	\$105.00				
<i>SUBTOTAL LABOR</i>	\$4,500.00	\$0.00	\$1,200.00	\$30,955.00	\$6,975.00	\$53,560.00	\$0.00	\$2,310.00				
<b>TOTAL</b>										<b>\$ 139,860.00</b>		



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*Excellence in Engineering, Consulting, Testing and Inspection*

**June 15, 2022**

**RPS North America  
575 N. Dairy Ashford, Suite 700  
Houston, Texas 77079**

**Attn: Ms. Neyra Linares**

**Re: Proposed Work Scope, Budget, and Schedule  
Geotechnical Investigation  
Proposed Julia Avenue Improvement  
Up to FM 1462  
Fort Bend County, Texas**

**HTS Proposal No.: 22-05216**

**Dear Ms. Linares:**

## **1.0 INTRODUCTION**

**In response to your request, HTS, Inc. Consultants (HTS) is pleased to submit this proposal to RPS acting on behalf of Fort Bend County to perform a geotechnical investigation pertaining to the proposed roadway improvements of Julia Avenue up to FM 1462 for an approximate length of 2,700 linear feet in Fort Bend County, Texas.**

**The proposed improvements will include construction of concrete pavement along the Julia Avenue for an approximate length of 2,700 linear feet. The purpose of this geotechnical investigation will be providing:**

- **pavement subgrade soil preparation and stabilization requirements, and**
- **concrete pavement design/construction requirements.**

**The remaining portions of this proposal present the proposed work scope, estimated costs, and an estimated schedule to complete the geotechnical investigation.**

## **2.0 SCOPE OF WORK**

**Based upon our understanding of the project requirements, it is proposed that the scope of work for the geotechnical investigation consist of the following:**

- **Drill and sample 6 geotechnical borings (at approximately 500 l.f. spacing) to a depth of 10 feet beneath the existing surface along the proposed roadway improvement.**

- Obtain both disturbed and relatively undisturbed soil samples continuously to a depth of 10 feet.
- Measure the groundwater depth during drilling and after the completion of drilling.
- Mark the boring locations and obtain GPS coordinates for the surveyor's use in obtaining the boring locations, offsets, and elevations.
- Backfill the boreholes with grout after the completion of the groundwater level measurements.
- Perform moisture content, Atterberg limits, percent soil particles passing a No. 200 sieve, and dry density of soils in order to define subgrade soil classifications and physical soil properties.
- Characterize the site subsoil and groundwater conditions and provide the results on the boring logs.
- Perform pavement design analyses for the proposed pavement upgrade and determine the required thickness of reinforced concrete pavement in accordance with Fort Bend County and AASHTO design requirements.
- Develop/provide recommendations concerning site preparation and stabilization requirements for pavement subgrade soils.
- Submit a pdf file of the final report that presents the results of the geotechnical investigation.

### **3.0 ESTIMATED COST AND SCHEDULE**

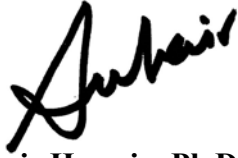
HTS' estimated cost to complete the scope of work, as defined in Section 2.0 above, is \$7,300.00 for the proposed roadway rehabilitation. The estimated cost is itemized in the attached Cost Estimate.

We estimate that about 3 weeks after receipt of the notice to proceed will be required to complete the geotechnical investigation and submit the report if no delays is encountered with respect to weather conditions.

### **4.0 CLOSING REMARKS**

We appreciate the opportunity to offer our services to your project. Should you desire that we revise any portion of this proposal, we will be pleased to meet with you to discuss the revisions. We look forward to being of service to you.

Respectfully submitted,  
HTS, Inc. Consultants



Jubair Hossain, Ph.D., P.E.  
President

Attachments: Cost Estimate

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

FIRM: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

JH/rg

*H:\Proposals-22\RPS 22-05216.doc*



416 Pickering Street  
Houston, Texas 77091

## COST ESTIMATE

Proposal No.:

**22-05216**

Prepared By:

**JH**

Date:

**06/15/22**

Checked By:

**RG**

Date:

**06/15/22**

Page No.:

1 OF 1

### GEOTECHNICAL INVESTIGATION

ITEM	EST. QUANTITY	UNIT PRICE	EST. COST
<b>A) Drill/Sample 6, 10' Deep Borings</b>			
Mobe/demobe	Lump Sum	\$ 750.00	\$ 750.00
3" diameter (0' to 10')	60 feet	\$ 16.00	\$ 960.00
Traffic control (including signage & cones)	1 day	\$ 600.00	\$ 600.00
Grouting the borings	60 feet	\$ 10.00	\$ 600.00
Locate/identify borings	4 hours	\$ 50.00	\$ 200.00
SUBTOTAL =			\$ 3,110.00
<b>B) Laboratory Analyses</b>			
Atterberg limits (ASTM D 4318)	12 tests	\$ 63.00	\$ 756.00
Unconfined compression test (ASTM D 2166)	6 tests	\$ 50.00	\$ 300.00
Moisture content (ASTM D 2216)	12 tests	\$ 10.00	\$ 120.00
Percent material passing No. 200 sieve (ASTM D 1140)	12 tests	\$ 55.00	\$ 660.00
SUBTOTAL =			\$ 1,836.00
<b>C) Engineering Analysis and Report Preparation</b>			
Senior engineer, P.E.	2 hours	\$ 183.00	\$ 366.00
Project engineer, P.E.	12 hours	\$ 149.00	\$ 1,788.00
Support personnel (CAD/clerical)	4 hours	\$ 50.00	\$ 200.00
SUBTOTAL =			\$ 2,354.00
<b>TOTAL COST =</b>			<b>\$ 7,300.00</b>





## PROPOSAL FOR LAND SURVEYING SERVICES

June 17, 2022

Gabriel Odreman, P.E., PMP  
RPS North America  
575 North Dairy Ashford, Suite 700  
Houston, TX 77079

Ref: Request for a boundary and topographic survey of Julia Avenue in Fort Bend County, Texas.

Dear Mr. Odreman:

MBCO is pleased to submit this proposal for professional surveying services for the scope provided in an email on May 24, 2022, which will consist of a Category 1A Condition III Boundary Survey and a Category 6, Condition II Topographic Survey of an area shown on shown in Exhibit "A" below.

### **CONTROL**

- MBCO will establish GPS horizontal control based on the Texas Coordinate System of 1983, Central Zone No. 4203, utilizing the vertical datum NAVD88 (2001 Adjustment) and Geoid18.
- Vertical control will be tied to the nearest Fort Bend County benchmark.

### **CATEGORY 1A, CONDITION III LAND TITLE SURVEY**

- MBCO will perform a Category 1A, Condition III Land Title Survey for the right-of-way for Julia Lane, shown outlined in red on Exhibit "A" of this proposal.
- MBCO will research and recover sufficient boundary/right-of-way information necessary to establish the existing boundary/right-of-way within the project area and create metes and bounds description for the parcel to be acquired.
- The acquisition parcels will be monumented at all new or missing parcel (ROW) corners.
- MBCO will use a sub-contractor to supply an abstractors certificate for the right-of-way parcel being surveyed.



**CATEGORY 6, CONDITION II TOPOGRAPHIC SURVEY**

MBCO will perform a topographic survey that meets the standards contained in the Manual of Practice for Land Surveying in the State of Texas for a Category 6, Condition II Topographic Survey as shown on Exhibit “A” including, but not limited to the following:

- Project limits for Julia Avenue include right-of-way to right-of-way plus 5 feet on each side, where accessible, from the intersection of F.M. 1462 north to the cul-de-sac at the north end of the street.
- Locate all visible above-ground improvements within the project area, including but not limited to natural ground elevations, roadside ditches, all structures, edge of paving, manholes, inlets, fences, gates, culverts, curb and gutter, driveways, above ground utilities etc.
- Provide inverts on all accessible storm and sanitary sewer manholes and inlet structures within the project limits.
- Utilize the Texas 811 system and locate any underground utility paint markings or flags provided by others. (MBCO cannot be held liable for the completeness or accuracy of marks provided by others).
- Include data from CenterPoint record drawings.

**MBCO ASSUMPTIONS:**

- This proposal is based solely and exclusively on the best interpretation of the scope as provided by RPS and as shown on Exhibits “A”. Any changes to the project location, area, or scope will significantly impact costs and fees and will require a new cost proposal.
- Noninvasive right of entry notification will be managed through Fort Bend County and RPS.
- MBCO will not enter yards/properties over or through locked gates or fences.
- MBCO will not enter yards/properties with animals whether they are restrained up or not.
- MBCO cannot control the weather and cannot be held responsible for delays in schedule due to inclement weather.
- MBCO will work tasks in the most efficient manner possible, requests to do tasks out of order may lengthen the schedule timeline and add additional cost.

**DELIVERABLES:**

- Signed and sealed topographic and boundary survey in .pdf format.
- Signed and sealed control maps.
- Signed and sealed metes and bounds description of acquisition parcel in .pdf format



WBE | DBE  
SBE | HUB  
CERTIFIED

- Metes and bounds description in .doc format for title purposes.
- Microstation .dgn file of the topographic survey.
- Point File in the standard ASCII (P,N,E,Z,D) format.
- .tin surface file.

**SCHEDULE:**

MBCO will complete the above-described scope of services within thirty (30) calendar days from receiving the signed Notice to Proceed.

**COMPENSATION:**

**Julia Ave survey \$ 30,060.00**

The above-mentioned Surveying Services is a Lump Sum Fee, which will be billed at project completion or percent completion at the end of every month for the duration of the project, to be paid in full within 30 days of invoice date.

This cost proposal is valid for 30 days from the date of the proposal and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions, you may reach me at [Marion.Clark@mbcoengineering.com](mailto:Marion.Clark@mbcoengineering.com).

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

A handwritten signature in blue ink that reads 'Marion R. Clark'.

Marion Clark, RPLS  
Vice President, Survey

Exhibit "A"





## GENERAL TERMS AND CONDITIONS

1. **Access To Site** - Unless otherwise stated, MBCO will have access to the site for activities necessary for the performance of the services. MBCO will take all commercially reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.
2. **Ownership Of Documents** - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, whether produced by MBCO (collectively, the "MBCO IP") shall remain the property of MBCO, except documents which are to be filed with public agencies. MBCO grants to Client a non-exclusive license to use the MBCO IP solely for the business relationship between MBCO and Client. Client further acknowledges that Client's right to utilize the MBCO IP pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
3. **Copyright** - The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the MBCO IP to the benefit of MBCO, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.
4. **Invoices** - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice (the "Due Date") at MBCO's office in Houston, Harris County, Texas. Any sums not paid by the Due Date shall bear interest at the highest rate allowed by law (measured on a per diem basis) until paid in full. In the event Client pays by check and such check is returned for non-sufficient funds, Client shall be liable for all costs and expenses related therefrom incurred by MBCO. In addition to the foregoing, in the event MBCO engages legal counsel to collect any sums due and owing by Client, Client shall be liable for all reasonable attorney's fees and all other costs and expenses incurred by MBCO in relation to such collection efforts
5. **Default** - Should Client (i) fail to perform, observe or keep any of its obligations under this Agreement, any agreed upon proposal(s) or any other document or instrument entered into by and between the Client and MBCO; (ii) fail to pay when due the full amount of any sums owed to MBCO; (iii) become insolvent, have a petition in bankruptcy filed by or against it prior to full payment to MBCO or (iv) violate any of the terms of this Agreement, any agreed upon proposal(s) or any other document or instrument entered into by and between the Client and MBCO, MBCO may at its option do any one or more of the following: (i) terminate this Agreement and retain all sums paid to MBCO, not as a penalty, but as the agreed upon liquidated damages for such default; (ii) declare all unpaid amounts owed immediately due and payable without further notice or demand and will thereafter bear interest at the highest rate allowed by law (measured on a per diem basis) until paid; and/or (iii) pursue any other remedies available at law or equity. Client hereby expressly agrees that Client shall be responsible for all costs incurred or sums advanced (including, without limitation, reasonable attorney's fees and associated costs) in relation to any remedy utilized.
6. **Client's obligation to pay** - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received by the Due Date shall be construed as past due. To cover the costs of collection, all past-due amounts will bear interest at one and one half percent (1.5%) or the highest rate allowed by law (measured on a per diem basis) or until paid in full. The Client shall pay any attorney's fees or court costs incurred in collecting any past-due amount. In the event that Client fails to pay MBCO within thirty (30) days after invoices are rendered, then Client agrees that MBCO shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.
7. **Termination Of Services** - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. MBCO shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.
8. **Dispute Resolution** - Claims or disputes in connection with the services provided under this agreement between Client and MBCO shall be submitted to non-binding mediation. Client and MBCO agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
9. **Governing Law** - This Agreement shall be construed and enforced in accordance with the laws of Texas.



10. **Indemnification** - EACH PARTY (THE "INDEMNIFYING PARTY") HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, WHICH SHALL INCLUDE, WITHOUT LIMITATION, SUCH PARTY'S OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS AND AFFILIATES (THE "INDEMNIFIED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COSTS, EXPENSES, AND/OR DAMAGES TO PERSON OR PROPERTY ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE INDEMNIFIED PARTY TO THE EXTENT ARISING FROM, IN CONNECTION WITH OR ON ACCOUNT OF ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY IN RELATION TO THE PERFORMANCE OR LACK OF PERFORMANCE OF THE INDEMNIFYING PARTY OR ANY PARTY UNDER THE INDEMNIFYING PARTY'S REASONABLE CONTROL. THE INDEMNIFYING PARTY FURTHER AGREES TO PAY THE INDEMNIFIED PARTY'S COURT COSTS, REASONABLE ATTORNEYS' FEES INCURRED AND ALL OTHER ASSOCIATED COSTS ARISING FROM ANY SUCH CLAIMS, INCLUDING, BUT NOT LIMITED TO, ALL COSTS INCURRED IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DEMAND, ACTION, LIABILITY, COST, EXPENSE, OR DAMAGE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

11. **Limitation Of Liability** - Client acknowledges and agrees that under no circumstances shall MBCO be liable in any manner for delay or deficiency in any performance on any matter caused in whole or in part by acts or omissions of third parties, delays, failures to perform, or any delays due to fire, flood, water, the elements, labor disputes, shortages of labor or materials, explosions, civil disturbances, governmental actions, unavailability of transportation, or any other cause beyond MBCO's reasonable control. BECAUSE IT IS EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM ANY FAILURE ON THE PART OF MBCO TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER AND BECAUSE CLIENT DOES NOT DESIRE THE AGREEMENT OR THESE TERMS AND CONDITIONS TO PROVIDE FOR FULL LIABILITY OF MBCO, CLIENT AGREES THAT MBCO SHALL BE EXEMPT FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE AND/OR INJURY DUE TO A FAILURE OF THE WORK AND/OR MATERIALS IN ANY RESPECT THAT IS NOT WITHIN THE REASONABLE CONTROL OF MBCO. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT MBCO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE WORK, THE MATERIALS OR ANY MATTER RELATED THERETO. IN ANY EVENT MBCO IS FOUND LIABLE FOR LOSS, DAMAGE, AND/OR INJURY DUE TO A FAILURE OF THE SERVICES IN ANY RESPECT, MBCO'S LIABILITY SHALL BE NO GREATER THAN A SUM EQUAL TO THE AMOUNT PAID BY CLIENT TO MBCO, AS THE AGREED UPON DAMAGES, NOT AS A PENALTY, BUT AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGE, INJURY AND/OR LOSS WAS DUE DIRECTLY OR INDIRECTLY FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MBCO OR ANY PARTY UNDER ITS REASONABLE CONTROL OR ARISING OUT OF STRICT LIABILITY IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT THE INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR MBCO TO ENTER INTO THE AGREEMENT.

12. **No Warranties** - AS TO THE SERVICES PROVIDED, MBCO SHALL USE ALL COMMERCIALY REASONABLE EFFORTS TO ENSURE THE SERVICES ARE SUBSTANTIALLY CORRECT. HOWEVER, MBCO MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF QUALITY AND/OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. MBCO DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CLIENT MAY NOT RELY ON ANY STATEMENT OF WARRANTY. CLIENT HEREBY EXPRESSLY ACKNOWLEDGES THAT CLIENT IS NOT RELYING ON THE STATEMENTS, REPRESENTATIONS OR ACTIONS OF ANY EMPLOYEE, REPRESENTATIVE, AGENT OR CONTRACTOR OF MBCO IN ANY WAY. THIS SECTION SHALL SURVIVE THE COMPLETION, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13. **Authority** - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of (Company Name), or as Company's duly authorized agent, trustee, or receiver for the purpose of entering into this Agreement.

14. **Professional Services** - All surveying services are regulated under the Texas Board of Professional Engineers and Land Surveyors. The Board can be contacted at 1917 S. Interstate 35, Austin, Texas 78741.

15. **Use of Work Product** - MBCO acknowledges that Client is requesting services to be performed under the applicable agreed upon proposal(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by MBCO may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. MBCO agrees to provide copies of the work product mutually agreed upon by both parties described in the proposal hereof.

16. **No Accord and Satisfaction** - The parties hereto expressly agree that no payment made by Client or on behalf of Client of a lesser amount than the required amount shall be deemed an accord and satisfaction, regardless of any statement on any check or accompanying letter to the contrary, and MBCO is hereby authorized to accept such payment(s) without prejudice to its rights to recover any balance due.





Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

**MEMORANDUM**

July 15, 2022

**TO: Members of the Commissioners Court**

**RE: Agreement with RPS  
Julia Avenue, 20224x**

The amount of \$150,000 will be transferred from the following project in order to fund project expenses:

No.	Project	Amount
17116	Williams School Road at FM 360	\$150,000
<b>Total</b>		<b>\$150,000</b>