

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Design Services – Project No. 23107)

This Agreement for Professional Engineering Services ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and TEDSI Infrastructure Group, Inc. ("Engineer"), a Texas corporation. County and Engineer may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Engineer is a professional engineering firm which provides professional engineering and design services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide professional engineering services for Settegast Ranch Road, Seg. 1, from Sunhollow Drive to FM 723 under Mobility Bond Project No. 23107; and

WHEREAS, Engineer represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Engineer is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Engineer shall render services to County as provided in Engineer's Proposal dated August 21, 2024 attached hereto as "Exhibit A" and incorporated herein by reference (the "Services").

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2029. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is One Million Ninety Two Thousand One Hundred Fifty One and 97/100 Dollars (\$1,092,151.97). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer 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. Engineer shall submit invoices no more frequently than on a monthly basis. 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.
 - (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
 - (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$1,092,151.97. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 \$1,092,151.97 specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$1,092,151.97.

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer 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. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer 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. Engineer shall obtain such insurance written on an Occurrence form 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:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

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

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement 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 the work under this Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, HALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12. **Independent Contractor.** In the performance of work or services hereunder, Engineer 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 Engineer. Engineer 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.
13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer 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 Engineer 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 Engineer 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 Engineer) publicly known or is contained in

a publicly available document; (b) is rightfully in Engineer'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 Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer 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. Engineer 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, Engineer shall advise County immediately in the event Engineer 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 Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer 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, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer 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. Engineer 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.

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

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or

used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
- (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Engineer otherwise 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.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
 - (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
 - (d) 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 Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots,

epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Engineer: **TEDSI Infrastructure Group, Inc.**
Attn: Jules M. Morris, Jr., P.E.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate

person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer's Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer's Proposal to County's waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer's Proposal are hereby deleted.
30. **Indemnification by County.** **ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled “Agreement for Professional Engineering Services” and the terms of Engineer’s Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
37. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) 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, Engineer 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.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer 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 § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer 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 § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND 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.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
41. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

**TEDSI INFRASTRUCTURE GROUP, INC.,
a Texas corporation**



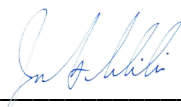
Authorized Agent – Signature

Jules M. Morris, Jr., P.E.
Authorized Agent- Printed Name

Executive Vice President
Title

October 15, 2024
Date

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Engineer's Proposal Follows Behind)



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079

Tel: (832) 619-1000

Fax: (832) 619-1018

July 1, 2024

Revised August 21, 2024

Mr. J. Stacy Slawinski, P.E.
Fort Bend County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

**Re: Fort Bend County 2023 Mobility Bond Project No. 23107
Settegast Ranch Road Segment I, from Sunhollow Dr to FM 723
Engineering Services Proposal**

Dear Mr. Slawinski:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit for your approval this fee proposal and associated scope of services for the above referenced project.

TEDSI will serve as Design Lead for our team on this project. Our design effort includes a team of professional sub-consultants that together will provide Field Surveys, Geotechnical Engineering, Right of Way Mapping, Roadway Schematic Development, Drainage Studies, and final PS&E preparation.

Attached please find our Scope of Work (Exhibit A), Fee Proposal (Exhibit B), and Schedule (Exhibit C) for this project.

In the event of questions or if you request additional information, please contact me at 832/619-1000. We are very pleased to be at your service.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jules M. (Jay) Morris, Jr., P.E.
Executive Vice President

SCOPE OF WORK

Road Name: Settegast Ranch Road Seg. 1

Road Classification: Major Thoroughfare

Project Limits: Sunhollow Dr to FM 723 (0.85 Miles)

Precinct Number: 1

Existing Conditions:

The existing Settegast Ranch Road Segment 1 is a 2-lane asphalt roadway with open ditch from Sunhollow Dr to FM 723 located in Fort Bend County (FBC) Precinct 1. FM 723 on the east side is a TxDOT highway and is currently being reconstructed to a 4-lane divided with raised median and roadside open ditch drainage. Settegast Ranch Road currently turns to the south at the intersection with Sunhollow Dr.

The existing ROW is approximately 60 feet wide, but varies throughout the corridor. There is a cemetery on the north side, which will prevent allowable ROW acquisition. There are overhead electric and/or telephone lines as well as underground fiber optic along the north ROW. There is also a large electric transmission tower just north of the existing ROW.

Proposed Conditions:

The proposed Settegast Ranch Road Segment 1 will be a full concrete pavement boulevard with 2-24' face to face curb with storm sewer and a detention pond included. The proposed ROW will be 100 feet wide with additional ROW for the detention pond. This project will be in accordance with the FBC Major Thoroughfare Plan.

There are approximately 15 driveways that will be reconstructed.

The project is located MUD 142 and falls within Key Map 524X & 524Y.

A. Project Management

Engineer shall provide the project management of the project from initiation to completion.

1. Coordination with Sub-Engineers

Coordinate, monitor and manage the project sub-engineers as necessary. The Engineer shall ensure all Study Phase components in the Scope of Work are being met by monitoring progress and taking corrective action when necessary.

2. Schedule

Provide a detailed project baseline schedule, indicating milestones, major activities and deliverables for FBC Project Manager to review and comment on as part of proposal

submittal. The schedule shall reflect assumed review times necessary by the agencies involved. During the execution of the Study Phase the Engineer shall maintain and update the schedule. Adjustments shall be made, if necessary, due to changing circumstances.

3. Invoices

Engineer shall submit, in a format acceptable to FBC, invoices that detail all project costs based on percentage of completion for each task, including the progress report, and submit to FBC by the end of the month.

Deliverables: Updated Project Schedule and Invoices with Progress Report

PRE-DESIGN (STUDY) PHASE

The Study Phase shall consist of a series of Engineering studies and technical reports to support the Study Report. Engineer shall perform all Study Phase outlined tasks in accordance with all adopted FBC standards, guidelines, and specifications.

The Scope of Work for the Study Phase:

A. Alignment Study

Engineer shall evaluate alignment options using the current FBC Geometric Design Guidelines. Engineer shall optimize their findings by evaluating alignment impacts to existing structures such as signals, utilities and property, environmental impacts, ROW acquisitions costs, and existing and impacts to existing and proposed drainage. The Engineer shall review specific scoping items for preparation of the Drainage Meeting at the end of the Alignment Meeting.

Once the alignment is approved by the Precinct, the Engineer may proceed with the Sight Triangle Analysis at all cross streets (by others, see page 11).

Alignment Deliverables:

- Roll Plot in PDF format (Plan View at a 1" = 40' scale) containing the following information:
 - Alignment alternatives with horizontal alignment data
 - Curve data on the schematic
 - Proposed planimetrics (back of curb, medians, median openings, turn lanes, etc.), all subject to change in the design phase
 - Aerial photography
 - Existing ROW
 - Potential proposed ROW
 - Proposed clearances to structures
 - Outfall structures and channel crossings

- Typical section(s) of the proposed design
 - Construction and routine maintenance costs
- KMZ of project with alignment alternatives provided to FBC prior to the meeting.

B. Drainage Study

Engineer shall evaluate and optimize various drainage design alternatives following the latest adopted Ft. Bend County Drainage District (FBCDD) guidelines and standards and shall be in accordance with Atlas 14 criteria. The Drainage Study will include all of Settegast Segment 1 and most of Segment 2. The natural flow is from west to east and Segment 2 has a pipeline crossing that would difficult to cross with storm sewer. The analysis for detention will include this portion of Segment 2.

Data Collection and Coordination

1. Collect and review pertinent and available information on the project, any previous analyses and models, the project site, and the surrounding region. Obtain and review LIDAR topographic data from Houston-Galveston Area Council. Obtain and review as-built construction drawings of the project area. Review topographic survey and wetland data and obtain M3 Models of the watershed and available models if necessary.
2. Field Scoping Meeting – Visit the project site to observe and document the condition of drainage facilities and existing drainage infrastructure.
3. Coordinate as necessary with team members or other agencies including FBCDD to understand and address any additional or special requirements based on the project location.
4. Collect digital files of the hydrologic and hydraulic models, and any available previous study in the vicinity of project site. Obtain and review as built plans for the existing roadways in the vicinity of project site.
5. Determine the proper methodology to use for the project based on the complexity of the project and location in the watershed. Typical methodologies include the Rational Method, the Optional Project Routing Method, or the Watershed Modeling Method.

Pre-Project Conditions Analysis

1. Develop pre-project conditions drainage area map. Ensure offsite areas affecting the project are included in the analysis.
2. Calculate pre-project conditions impervious cover for drainage areas serving the project as well as offsite drainage areas that may affect the project.
3. Calculate pre-project time of concentration using velocity-based methods appropriate for the types of sheet flow and conveyance systems present in the pre-project condition.

4. Calculate peak flows the 2-, 10-, and 100-year storm events and the 500-year storm event if applicable at existing outfalls of the project site utilizing methodology appropriate for project scope and drainage area size.
5. Create a pre-project conditions hydrograph for each storm event at each outfall included in the analysis.

Post-Project Conditions Analysis

1. Modify pre-project drainage area map as necessary to reflect post-project conditions.
2. Calculate post-project conditions impervious cover for drainage areas serving the project offsite drainage areas that may affect the project.
3. Calculate post-project time of concentration using velocity-based methods appropriate for the types of sheet flow and conveyance systems present in the post-project condition.
4. Calculate peak flows for the post-project condition at the outfalls of the project site utilizing the same methodology and approach as the pre-project condition.
5. Create a post-project conditions hydrograph at each outfall included in the analysis for each storm event included in the analysis.
6. Calculate a preliminary estimate of floodplain fill that will be generated by the project using available topographic data.

Mitigation Alternatives

1. Estimate detention storage necessary at project outfall(s) by comparing pre- and post-condition hydrographs and adding floodplain fill mitigation volume if necessary.
2. Prepare a schematic layout of a minimum of three (3) distinct alternatives to provide the required detention storage to mitigate project impacts. Typical information includes mitigation footprint (basin, upsized pipes, LID, etc.), outfall size, total volume provided (minus freeboard requirement) and estimated right-of-way.
3. Prepare a draft Detention Alternatives client presentation (PPT) for review by the FBC PM. Respond to comments and prepare final presentation.
4. Present alternatives and respond to Client comments.

Deliverable: Drainage Alternatives and Analysis

Selected Alternative Analysis and Report

1. Based on Client selection, refine the mitigation estimate for the selected alternative by verifying assumptions included in the preliminary mitigation estimate, incorporating offsite sheetflow (if applicable), the proposed roadway profile, proposed conveyance

(trunkline sewers/ditches, etc.), floodplain fill mitigation, and any other project condition in the analysis.

2. Route the post-project flows through the basin to fully design the basin outfall for the required storm events. Ensure that the analysis and layout of the basin meets FBCDD requirements and ensures no adverse impact from the project.
3. Prepare a preliminary drainage report for FBCDD review in accordance with FBCDD. Format report and all models and other attachments for electronic submittal via e-permits.
4. Respond to FBC and FBCDD comments and resubmit report as necessary to obtain report approval ("interpose no objection") from FBCDD.
5. Coordinate with TxDOT for likely storm sewer / detention pond outfall at FM 723.

Deliverable: Approved Drainage Report

Detention Pond Analysis

Ponds are to be considered as an option. With the selected alignment, a preliminary profile and the location and size of the storm sewer trunkline, if applicable, shall be developed. If the survey has not been authorized, then Engineer shall utilize LiDAR information to develop profiles. The Engineer may request available LiDAR information from FBC for the project limits. The Engineer shall present the Drainage Study and an option shall be selected at this meeting. A drainage report shall be prepared for the selected option.

The Drainage design shall show the following design elements in preparation for the Drainage Report:

- Overall drainage area
- Preliminary trunk line sizing
- Preliminary ditch sizing
- Detention requirements (both in-line and offsite)
- Flood plain mitigation
- FEMA flood map review
- Critical utility conflicts
- Preliminary profile review
- Show on PDF Roll Plot and KMZ the following information:
 - Proposed planimetrics (back of curb, medians, turn lanes, etc.), all subject to change in the design phase
 - Aerial photography
 - Existing ROW
 - Potential proposed ROW
 - Outfall structures

- Location of proposed ditches
 - Location of storm sewer trunkline
 - Location(s) of potential detention sites
- Profile View
 - Existing roadway profile grade line (PGL)
 - Existing ROW profile grade lines
 - Outfall structures
 - Preliminary proposed PGL
- KMZ of project with drainage alternatives provided to FBC.

C. Right-of-Way (ROW)

High-level traffic control plan (TCP) and the previous decisions made regarding the alignment and drainage shall support the identification of ROW acquisition needs. A parcel by parcel analysis on the needs for ROW acquisition shall follow the construction sequencing discussion. Development of the Metes and Bounds (Proposed ROW Maps) shall be authorized following the approval of alignment and preliminary ROW layout.

D. Initial Utility Coordination and Conflict Identification

Identification of any utility conflicts within the project limits. The surveyor shall contact 811 to locate utilities, record that information, and establish a Utility Conflict Matrix containing the following information at a minimum:

- Conflict number
- Station and offset
- Name of utility
- Contact information (name, address, phone, email)
- Type of utility
- Utility notification date and type
- Conflict type
- Anticipated date of conflict clearance
- Utility Conflict Matrix
- Utilities shown on PDF Roll plot and KMZ

E. PER Presentation and Report

a. Prepare Presentation and present to Fort Bend County:

Deliverables:

- 34" Wide Roll Plot summarizing all the data gathered showing both plan and profile
- KMZ of project, including alignment, ROW, TCP, drainage, utilities, etc.
- Presentation (i.e. PowerPoint)
- Handouts of the presentation

- b. Preliminary Engineering Report (PER): The Engineer shall document and summarize all project findings and provide the design objectives in the preparation of the Construction Contract Documents.

Deliverables: PER Report

A. Selected Alternative Analysis and Report

6. Based on Client selection, refine the mitigation estimate for the selected alternative by verifying assumptions included in the preliminary mitigation estimate, incorporating offsite sheetflow (if applicable), the proposed roadway profile, proposed conveyance (trunkline sewers/ditches, etc.), floodplain fill mitigation, and any other project condition in the analysis.
7. Route the post-project flows through the basin to fully design the basin outfall for the required storm events. Ensure that the analysis and layout of the basin meets FBCDD requirements and ensures no adverse impact from the project.
8. Prepare a preliminary drainage report for FBCDD review in accordance with FBCDD. Format report and all models and other attachments for electronic submittal via e-permits.
9. Respond to FBC and FBCDD comments and resubmit report as necessary to obtain report approval (“interpose no objection”) from FBCDD.
10. Respond to TxDOT regarding the outfall alternates to TxDOT ROW.

SURVEY

Existing Right-of-Way Maps (Cat. 1B Condition 3)

- A. Provide deed research to determine existing rights-of-ways throughout the project routes.
- B. Tie in property corners and block corners to define the existing rights-of-ways.
- C. Prepare right-of-way map of the existing right-of-way in accordance with TSPS Category 1B, Condition II standards and conform to FBC Standards.

Deliverables: Signed, sealed, and dated right-of-way map of the existing rights-of-ways

Topographic Survey (Cat. 6 Condition I)

- A. Perform topographic survey for 5,000 linear feet with all intersections along this route, and for additional side streets as noted:
 - i. FM 723
 - ii. Sunhollow Dr.
 - iii. Anthonia Ln.
- B. Perform topographic survey at the following intersections for traffic signals:
 - i. No traffic signals on this project.

- C. Survey to include 20 feet outside of the right-of-way and cover 120-foot wide swath in areas with no existing roadway.
- D. Establish elevations and locations of physical features including buildings, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, etc. within the proposed and existing right-of-way. Overhead crossing utilities shall be limited to the low chord elevation.
- E. Provide pipe flow line elevations, size, material and directions of all sanitary sewer lines, storm sewer lines and driveway culverts. Top of rim or top of grate and flow line elevations shall be recorded on all inlets, manholes and drainage structures.
- F. Locate Ornamental trees or Landscape trees with a diameter of 4" and larger shall be located. Wooded/brushed areas shall be limited to an outlined area only. No individual trees shall be located on natural vegetation areas.
- G. Provide SUE Level C per ASCE SUE Guidelines
 - i. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
 - ii. Locate markings provided by One-Call and "visible" utilities within 20 feet of the proposed and or existing right-of-way.
- H. Provide SUE Level D per ASCE SUE Guidelines
 - i. Obtain utility maps from Comcast, CenterPoint Energy, and AT&T.
 - ii. Obtain utility maps from other utilities not limited to waterline, sewer, MUD, pipelines
- I. Provide three (3) Level A test holes (Optional Additional Services)
- J. Locate utility markings or test holes provided by SUE providers.
- K. Locate soil borings.
- L. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and FBC Standards.
- M. Prepare utility conflict table, to include risers.

Control

- A. Horizontal and Vertical Survey Control shall be referenced to the nearest FBC Control Monument, or NGS if no County Monuments are established.
- B. Survey Control Points will be established at 1,000-foot maximum intervals and tied to the calculated alignment for each site.

Deliverables: Signed and Sealed Survey Control Map per FBC standards with Detail sketches in PDF format and CAD files.

Topographic Survey – Detention Pond (Cat 6, Cond. 1)

- A. Cross sections shall be obtained at 100 feet intervals along the detention pond and shall extend 20 feet beyond the existing right-of-way lines.

- B. Establish elevations and locations of physical features including buildings, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, etc. within the proposed and existing right-of-way. Overhead crossing utilities shall be limited to the low chord elevation.
- C. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
- D. Obtain utility maps from CenterPoint Energy and AT&T.
- E. Locate markings provided by One-Call and "visible" utilities within 25 feet of the proposed and or existing right-of-way.
- F. Provide pipe flow line elevations, size, material and directions of all sanitary sewer lines, storm sewer lines and driveway culverts. Top of rim or top of grate and flow line elevations shall be recorded on all inlets, manholes and drainage structures.
- G. Locate soil borings.
- H. Establish survey baselines and temporary benchmarks.

Deliverables: CADD file along with ASCII point file, DTM with 1-foot contours and TIN file and XML file with break lines; signed, sealed, and dated Control Maps with reference drawings.

Survey Coordination

Engineer shall coordinate with the survey provider for the completion of the Surveying tasks, which shall be included in the Study Phase Report or Design Plans.

GEOTECHNICAL

Roadway – Report

A. Field Investigation

1. Submit soil boring layout for approval.
2. Obtain utilities clearance for all the boring locations.
3. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and FBC Standards.
4. Core the existing pavement and determine the existing pavement thickness at selected locations.
5. Drill and sample:
 - i. 10 soil borings each to a depth of 15 feet for the proposed roadway and utilities.
 - ii. 6 soil borings each to a depth of 20 feet for the detention pond.
6. Install 1 piezometers to monitor steady state water level measurements.
 - i. Read at least 24-hours after initial installation and periodically during 30 days after installation.

- ii. Piezometers should be spaced no farther than 2,500 feet apart along underground utilities where water-bearing layers (or potentially water-bearing layers) are encountered, unless otherwise recommended by the geotechnical Engineer and approved by the County Engineer.
 - iii. Abandon in accordance with Texas Commission on Environmental Quality (TCEQ) when they are no longer necessary.
7. Grout all boreholes, except piezometer borings, using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout shall eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
 - i. In the case of borings through pavements, similar or equivalent materials should be used to restore the site. Backfilling of borings and sealing off piezometers should be conducted by using non-shrink grout placed with a tremie pipe.

B. Laboratory Testing

1. Laboratory testing should be conducted in general accordance with the corresponding ASTM standards.
2. Perform laboratory tests on selected representative soil samples to determine Engineering properties of the soils and to select design soil parameters.
3. Perform Engineering analyses to develop geotechnical recommendations including pavement recommendations including subgrade stabilization requirements, and for utilities replacement, including excavation stability, bedding and backfill, groundwater control, and construction considerations.

C. Report

1. Submit a final geotechnical report in accordance with FBC Guidelines.

Deliverables: Geotechnical Report

Detention Pond – Report

Borings drilled for channels should be drilled at a maximum spacing of 750 feet unless otherwise approved by FBCDD. A minimum of five borings should be drilled for the first five acres of a detention basin site and additional boring should be drilled for each additional five acres for detention basin sites. Detention basin sites smaller than five (5) acres in area shall have one (1) boring per acre with a minimum of two (2) borings. It shall not be necessary to perform a Geotechnical Investigation for channels or basins that are less than five feet deep.

Deliverables: Updated Geotechnical Report

Geotechnical Coordination

Engineer shall coordinate with the geotechnical provider for the completion of the Geotechnical Report, which shall be included in the Study Phase Report or Design Plans.

DESIGN (PS&E) PHASE

The Engineer shall respond to comments provided by the County and shall prepare design deliverables as outlined below.

- A. First Submittal (70%):
 - 1. Complete Plans
 - 2. Cost Estimate
 - 3. Utility Conflict Matrix
- B. Second Submittal (95%):
 - 1. Complete Plans
 - 2. Cost Estimate
 - 3. Utility Conflict Table
 - 4. TxDOT Local On-System Agreement (LOSA) Permit
- C. Third Submittal (100%):
 - 1. Complete Plans sealed by a Professional Engineer
 - 2. Cost Estimate
 - 3. Utility Conflict Table
 - 4. Online Bidding Sheet
 - 5. Utility Signatures & Agency Approvals

During Final Design the Engineer shall include utility notes in the plans.

Sidewalk design and TDLR coordination will be considered as Optional Additional Services

SERVICES NOT INCLUDED IN SCOPE OR FEE PROPOSAL

- Illumination Design
- Traffic Analysis at intersections (Sight Distance Triangles provided by EHRA)
- Traffic Signal Design
- Environmental Services
- Negotiations for ROW with adjacent property owners
- As-built Survey once project is complete
- Filing and Permit Fees
- Nationwide or Individual 404 Permits
- Landscaping, Irrigation or Hardscape Design
- Utility Relocation or Adjustment Permitting

Project Name	Settegast Ranch Road Seg. 1
Prime Consultant	TEDSI Infrastructure Group, Inc.
Project No.	23107
Date:	8/21/2024

SUMMARY BASIC SERVICES - PRIME & SUBCONSULTANTS		
TASK DESCRIPTION	CONSULTANT	TOTAL COSTS
STUDY PHASE		
PRIME	TEDSI Infrastructure Group, Inc.	\$ 329,645.36
SURVEY	Weisser	\$ 69,680.00
GEOTECHNICAL	Terracon	\$ 53,150.00
SUBTOTAL STUDY PHASE		\$ 452,475.36
DESIGN PHASE		
PRIME	TEDSI Infrastructure Group, Inc.	\$ 560,195.23
SURVEY	Weisser	
GEOTECHNICAL	Terracon	
SUBTOTAL DESIGN PHASE		\$ 560,195.23
TOTAL BASIC SERVICES		\$ 1,012,670.59

SUMMARY OPTIONAL ADDITIONAL SERVICES - PRIME & SUBCONSULTANTS		
TASK DESCRIPTION	CONSULTANT	TOTAL COSTS
OPTIONAL ADDITIONAL SERVICES		
PRIME	TEDSI Infrastructure Group, Inc.	\$ 15,546.38
SURVEY	Weisser	\$ 62,465.00
GEOTECHNICAL	Terracon	
SUBTOTAL OPTIONAL ADDITIONAL SERVICES		\$ 78,011.38

SUMMARY OTHER DIRECT EXPENSES - PRIME & SUBCONSULTANTS		
TASK DESCRIPTION	CONSULTANT	TOTAL COSTS
PRIME	TEDSI Infrastructure Group, Inc.	\$ 1,470.00
SURVEY	Weisser	
GEOTECHNICAL	Terracon	
TOTAL OTHER DIRECT EXPENSES		\$ 1,470.00

PROJECT COSTS SUMMARY	
TOTAL BASIC SERVICES	\$ 1,012,670.59
TOTAL OPTIONAL ADDITIONAL SERVICES	\$ 78,011.38
TOTAL OTHER DIRECT EXPENSES	\$ 1,470.00
TOTAL	\$ 1,092,151.97

Project Name	Settegast Ranch Road Seg. 1
Consultant	TEDSI Infrastructure Group, Inc.
Project Number	23107
Date	8/21/2024

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior Engineering Tech	Cadd Designer	Project Administrator	Total Labor Hours & Costs	# of Dwgs	Labor Hrs per Sheet
Project Management											
Coordination with Survey & Geotech Subconsultants	24	16	24	16		16		8	104		
Coordination with MUD's & Property Owners	16		16	8					40		
Project Schedule Development and Monthly Updates (2 hrs per month for 12 months)	24		24	16				12	76		
Bi-Weekly Meetings (1 hrs per month for 12 months)	12		12						24		
Invoices and Progress Reports (2 hrs per month for 12 months)	24		24					24	72		
									0		
TxDOT LOSA Permit at FM 723	4	4	16			16			40		
Coordinate with TxDOT on Detention Outfall	16		16	16					48		
									0		
Subtotal	120	20	100	40	0	16	0	44	340		
Pre-Design Study Phase											
Alignment Alternatives	2	4	8	8	8	8			38		
Preliminary Roadway / Driveway Layout	2	4	8	8	8	8	16		54		
Preliminary Intersection Layouts	2	4	8	8	8	8	16		54		
Preliminary Typical Sections	2	4	8	8	8	8	16		54		
Drainage Study (See hours below)									0		
TCP Conceptual Sequencing	2	4	8						14		
Exist and Prop ROW Layout	2	4	8	8	8	8			38		
Utility Coordination and UCM	4	16	40		40	24		8	132		
Preliminary Cost Estimate of Alternatives	2	4	8	8	8	8					
PER Preparation	4	16	8		24	24		8	84		
PER Meeting	4	4	4						12		
									0		
Subtotal	26	64	108	48	112	96	48	16	480		
Hours Subtotals	146	84	208	88	112	112	48	60	820		
Billing Rates	\$ 324.92	\$ 291.59	\$ 237.44	\$ 199.96	\$ 162.46	\$ 170.79	\$ 143.72	\$ 120.80			
Total Labor Costs	\$ 47,438.32	\$ 24,493.56	\$ 49,387.52	\$ 17,596.48	\$ 18,195.52	\$ 19,128.48	\$ 6,898.56	\$ 7,248.00	\$ 190,386.44		

Study Phase - Basic Services	\$ 190,386.44
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Drainage Study											
Overall Drainage Area Map	4	12	40	40		60	40		196		
Preliminary trunk line sizing	4	8	24	40		40	40		156		
Detention requirements	6	16	24	60		8	8		122		
FEMA flood map review	1	8	4	8					21		
Critical utility conflicts	2	8	16	24		8			58		
Report Preparation	4	24	40	24		8	8	8	116		
									0		
Subtotal	21	76	148	196	0	124	96	8	669		
Hours Subtotals	21	76	148	196	0	124	96	8	669		
Billing Rates	\$ 324.92	\$ 291.59	\$ 237.44	\$ 199.96	\$ 162.46	\$ 170.79	\$ 143.72	\$ 120.80			
Total Labor Costs	\$ 6,823.32	\$ 22,160.84	\$ 35,141.12	\$ 39,192.16	\$ -	\$ 21,177.96	\$ 13,797.12	\$ 966.40	\$ 139,258.92		

Drainage Study - Basic Services	\$	139,258.92
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Study Phase - Basic Services	\$	329,645.36
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TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior Engineering Tech	Cadd Designer	Project Administrator	TOTAL LABOR HRS. & COSTS	# of Dwgs	Labor Hrs per Sheet
Design Phase (PS&E)											
Title Sheet, vicinity map and general construction notes	2	4	8		16	16	16	2	64	4	16
Index Sheet	1	2	16			4			23	1	23
Project Layout (100 scale double banked)	2	4	8	16		24	24		78	3	26
Typical Sections (Existing and Proposed)	2	4	8	16		24	40		94	3	31
Survey Control Sheet		1		2		2	4		9	2	5
Horizontal Alignment Sheet	2	4	16			8	4		34	2	17
Plan and Profile Sheet (400 LF/Sheet) (1"=40')	4	16	40	80	40	80	120		380	13	29
Intersection Layout (3 intersections)	2	2	8	16		32	40		100	3	33
Roadway Details	2	4	4	8		16	16		50	2	25
Driveway Table	2	4	8	24	8	16			62	2	31
Cross Sections	2	4	8	80	8	40	8		150	5	30
ROW Maps			1	2	2				5		
Miscellaneous Details and Standards	2	4	16	4		8	8		42	2	21
Subtotal	23	53	141	248	74	270	280	2	1091		
Specifications											
Bid Form	2	4						1	7		
Report File with list of required Specs	2	4	16					2	24		
									0		
Subtotal	4	8	16	0	0	0	0	3	31		
Estimate											
Engineer's Cost Estimate	2	4	16			16			38		
Subtotal	2	4	16	0	0	16	0	0	38		
Hours Subtotals	29	65	173	248	74	286	280	5	1160		
Billing Rates	\$ 324.92	\$ 291.59	\$ 237.44	\$ 199.96	\$ 162.46	\$ 170.79	\$ 143.72	\$ 120.80			
Total Labor Costs	\$ 9,422.68	\$ 18,953.35	\$ 41,077.12	\$ 49,590.08	\$ 12,022.04	\$ 48,845.94	\$ 40,241.60	\$ 604.00	\$ 220,756.81		

Design Phase - Basic Services - Subtotal	\$	220,756.81
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TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior Engineering Tech	Cadd Designer	Project Administrator	TOTAL LABOR HRS. & COSTS	# of Dwgs	Labor Hrs per Sheet
Drainage Design											
Drainage Area Maps (Internal for Roadside Ditches)	1	8	12	24		30	50		125	4	31
Hydraulic Data Sheets	1	8	20	30		4	12		75	2	38
Drainage Computations	2	2	4	8		8	8		32	2	16
Flow Computations for Ditch Design	1	2	4	16		4	8		35		
Ditch Analysis	1	2	4	16		4	8		35		
Ditch Hydraulic Data Sheets	1	2	4	16		8	16		47	2	24
Culvert Layouts and Sections	1	8	12	20		16	30		87	4	22
Drainage Details	1	4	8	12		8	20		53	3	18
Storm Drain Design	2	8	12	40		40	16		118	3	39
Storm Drain Design Detail Sheets	2	8	12	16		30	64		132	4	33
Detention Pond Design	1	8	12	24		40	16		101	3	34
Detention Pond Design Details	2	4	8	12		10	16		52		
Floodplain Cut and Fill	1	2	4	8		8	12		35		

Compute and Tabulate Drainage Quantities	1	2	4	8		12	20		47		
									0		
Hours Subtotals	18	68	120	250	0	222	296	0	974		
Billing Rates	\$ 324.92	\$ 291.59	\$ 237.44	\$ 199.96	\$ 162.46	\$ 170.79	\$ 143.72	\$ 120.80			
Total Labor Costs	\$ 5,848.56	\$ 19,828.12	\$ 28,492.80	\$ 49,990.00	\$ -	\$ 37,915.38	\$ 42,541.12	\$ -	\$ 184,615.98		

Subtotal	\$ 184,615.98
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TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior Engineering Tech	Cadd Designer	Project Administrator	TOTAL LABOR HRS. & COSTS	# of Dwgs	Labor Hrs per Sheet
Traffic Design											
Traffic Control Plan (3 Phases), Signing and Pavement Marking											
Advance TCP Signing Layouts	1		4	8		8	4	2	27	2	14
TCP, Detours and Sequence of Construction	2	4	8	8		12	24		58	3	19
Traffic Control Plans (3 Phases)(1"=100')(1000 LF/Sheet)	2	8	24	40		60	40		174	15	12
Signing & Pavement Marking Layouts(1"=100')(1000 LF/Sheet)	2	6	10	30		40	40		128	5	26
Hours Subtotals	7	18	46	86	0	120	108	2	387		
Billing Rates	\$ 324.92	\$ 291.59	\$ 237.44	\$ 199.96	\$ 162.46	\$ 170.79	\$ 143.72	\$ 120.80			
Total Labor Costs	\$ 2,274.44	\$ 5,248.62	\$ 10,922.24	\$ 17,196.56	\$ -	\$ 20,494.80	\$ 15,521.76	\$ 241.60	\$ 71,900.02		

Subtotal	\$ 71,900.02
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TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior Engineering Tech	Cadd Designer	Project Administrator	TOTAL LABOR HRS. & COSTS	# of Dwgs	Labor Hrs per Sheet
VARIOUS DESIGN											
SWQMP											
Storm Water Pollution Prevention Plan (1"=100')(1000 LF/Sheet)	1	2	8	16		24	40		91	5	18
UTILITY DESIGN											
Water line	2	8	16	24	40	40	60		190	5	38
Sewer line	2	8	16	24	40	40	60		190	5	38
Hours Subtotals	5	18	40	64	80	104	160	0	471		
Billing Rates	\$ 324.92	\$ 291.59	\$ 237.44	\$ 199.96	\$ 162.46	\$ 170.79	\$ 143.72	\$ 120.80			
Total Labor Costs	\$ 1,624.60	\$ 5,248.62	\$ 9,497.60	\$ 12,797.44	\$ 12,996.80	\$ 17,762.16	\$ 22,995.20	\$ -	\$ 82,922.42		

Subtotal	\$ 82,922.42
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Design Phase - Basic Services	\$ 560,195.23
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TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior Engineering Tech	Cadd Designer	Project Administrator	TOTAL LABOR HRS. & COSTS	# of Dwgs	Labor Hrs per Sheet
OPTIONAL ADDITIONAL SERVICES											
									0		
Sidewalk Design	1	2	10	20		20	20		73	13	6
TDLR Permit	1	4						4	9		
									0		
									0		
Hours Subtotals	2	6	10	20	0	20	20	4	82		
Billing Rates	\$ 324.92	\$ 291.59	\$ 237.44	\$ 199.96	\$ 162.46	\$ 170.79	\$ 143.72	\$ 120.80			
Total Labor Costs	\$ 649.84	\$ 1,749.54	\$ 2,374.40	\$ 3,999.20	\$ -	\$ 3,415.80	\$ 2,874.40	\$ 483.20	\$ 15,546.38		

OPTIONAL ADDITIONAL SERVICES - T&M	\$ 15,546.38
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OTHER DIRECT EXPENSES	QTY	UNIT	RATE	COST
Parking		day	\$ 20.00	\$ -
Toll Charges	15	each	\$ 3.00	\$ 45.00
Mileage (# of miles)	App. 2000	each	current approved IRS rate	\$ 1,250.00
Photocopies 8.5x11	500	each	\$ 0.10	\$ 50.00
Photocopies 11x17	500	each	\$ 0.25	\$ 125.00
Plot (Color on Bond)		SF	\$ 3.50	\$ -
Standard Postage		letter	\$ 1.00	\$ -
Certified Letter Return Receipt		each	\$ 10.00	\$ -

ODE SUBTOTAL	\$ 1,470.00
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PRIME COSTS SUMMARY	
TOTAL BASIC SERVICES	\$ 889,840.59
TOTAL OTHER DIRECT EXPENSES	\$ 1,470.00
TOTAL OPTIONAL ADDITIONAL SERVICES	\$ 15,546.38
TOTAL	\$ 906,856.97

Project Name	Settegast Ranch Road Seg. 1
Consultant	Weisser
Project No.	23107
Date	8/21/2024

BASIC SERVICES							
TASK DESCRIPTION	RPLS	Field Coordinator	Survey Tech	CADD Tech	Clerical	2-Person Survey Crew	Total Labor Hours & Costs
Survey - Preliminary Design							
Survey Control	10	2	35	35	2	24	108
Existing Right of Way Mapping (Cat. 1B, Cond. 3)	24	4	75	35	2	38	178
Topographic Surveying (Cat. 6, Cond. 1)	40	10	20	95	4	115	284
							0
Subtotal	74	16	130	165	8	177	570
Billing Rates	\$ 160.00	\$ 105.00	\$ 110.00	\$ 95.00	\$ 65.00	\$ 145.00	
Total Labor Costs	\$ 11,840.00	\$ 1,680.00	\$ 14,300.00	\$ 15,675.00	\$ 520.00	\$ 25,665.00	\$ 69,680.00

Survey - Optional Additional Services	QTY	UNIT	RATE	COST
Project Control for Construction	1	lump sum	\$ 7,660.00	\$ 7,660.00
Parcel Surveys	15	each	\$ 2,500.00	\$ 37,500.00
Interim Right-Of-Way Staking	3	day	\$ 2,115.00	\$ 6,345.00
Soil Boring Locations	1	lump sum	\$ 2,530.000	\$ 2,530.00
Level "A" SUE (3)	1	lump sum	\$ 8,430.000	\$ 8,430.00
Total Labor Costs				\$ 62,465.00

SURVEY COSTS SUMMARY	
TOTAL PRELIMINARY SERVICES	\$ 69,680.00
TOTAL OPTIONAL ADDITIONAL SERVICES	\$ 62,465.00
TOTAL	\$ 132,145.00

Project Name	Settegast Ranch Road Seg. 1
Consultant	Terracon
Project No.	23107
Date	8/21/2024

Geotechnical for Storm Sewer Line	QTY	UNIT	RATE	COST
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	1	lump sum	\$ 18,650.00	\$ 18,650.00
Clearing of Pathways	1	day	\$ 3,500.00	\$ 3,500.00
Traffic Control	2	day	\$ 3,300.00	\$ 6,600.00
Total Labor Costs				\$ 28,750.00

Geotechnical for Detention Pond	QTY	UNIT	RATE	COST
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	1	lump sum	\$ 20,900.00	\$ 20,900.00
Clearing of Pathways	1	day	\$ 3,500.00	\$ 3,500.00
Total Labor Costs				\$ 24,400.00

GEOTECHNICAL COSTS SUMMARY	
TOTAL BASIC SERVICES	\$ 28,750.00
TOTAL OTHER DIRECT EXPENSES	\$ 24,400.00
TOTAL	\$ 53,150.00

Settegast Ranch Road Seg. 1
Project No. 23107
EXHIBIT C

SCHEDULE

NTP:	September 2024
Preliminary Engineering Report:	December 2024
Drainage Study Submittal:	December 2024
ROW Mapping:	January 2025
70% Design Submittal:	May 2025
95% Design Submittal:	August 2025
100% Design Submittal:	November 2025

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: June 27, 2024

Mr. Jay Morris, Jr.
TEDSI Infrastructure Group, Inc.
738 Hwy 6 South, Suite 430
Houston, TX 77079
832-619-1017
jmorris@tedsi.com

Proposal for Professional Services in Connection With: Settegast Ranch Road, Segment 1 (as shown on the attached aerial images), Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to TEDSI Infrastructure Group, Inc. (the "Client").

I. BASE SCOPE OF SERVICES

Surveying and Mapping

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

The specific survey limits are as follows and shown on the attached Aerial Images:

The linear topographic and right-of-way survey will begin at the intersection of Farm to Market 723 and Settegast Ranch Road and proceed 4,600 feet west to Sunhollow Drive. Limits also include 200 linear feet north and south along FM 723, for an approximate total of **5,000 linear feet**. (As Shown on the Attached Aerial Images)

1. Survey Control

- a. Horizontal and Vertical Survey Control for each site shall be referenced to the nearest Fort Bend County Survey Control Monument, or NGS if no County Monuments are established.
- b. Survey Control Points will be established at 1,000-foot maximum intervals and tied to the Calculated Alignment for each site.
- c. Deliverable will be Signed and Sealed Survey Control Maps per Fort Bend County standards with Detail Sketches in PDF format and CAD Files.

COST: \$12,595.00

2-Person Survey Crew	24 hrs @ \$145/hr	\$3,480.00
Survey Technician	35 hrs @ \$110/hr	\$3,850.00
CADD Technician	35 hrs @ \$95/hr	\$3,325.00
Clerical	2 hrs @ \$65/hr	\$ 130.00
Field Coordinator	2 hrs @ \$105/hr	\$ 210.00
RPLS	10 hrs @ \$160/hr	\$1,600.00

2. Existing Right of Way Mapping (Cat. 1B, Cond. 3)

- a. Perform abstract survey; obtain deeds of record, and plats for the right-of-way, streets intersecting and tracts of land adjoining the project limits.
- b. Establish the existing right-of-way and boundary lines adjoining the project limits.
- c. Deliverable will be Signed and Sealed existing Right-of-Way Map Sheets in PDF format per Fort Bend County standards and CAD Files.

COST: \$21,475.00

2-Person Survey Crew	38 hrs @ \$145/hr	\$5,510.00
Survey Technician	75 hrs @ \$110/hr	\$8,250.00
CADD Technician	35 hrs @ \$95/hr	\$3,325.00
Clerical	2 hrs @ \$65/hr	\$ 130.00
Field Coordinator	4 hrs @ \$105/hr	\$ 420.00
RPLS	24 hrs @ \$160/hr	\$3,840.00

3. Topographic Surveying (Cat. 6, Cond. 1)

The Surveyor will provide the following within the surveying limits described above:

- a. For the roadway and ditches, obtain cross-sections at 100-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the proposed right-of-way on existing roads and cover a 120-foot wide swath in areas with no existing roadway. Topographic Survey will include the following: Identify locations and elevations of physical features to include edges or curbs and gutters of pavement, parking lanes, center of the median, fences, walls, tree-lines, trees (type, size, and drip line), sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, elevations at ditch banks, toe, flow line, and side slope, etc. Horizontally and vertically locate available existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and marked by "One Call" within the project limits. The rim (top) and flow line elevations will be obtained on inlets, manholes (sanitary and storm), and drainage structures, including culverts, SETs, etc. The rise, width, flowlines, etc. of the drainage elements will be obtained where accessible.
- b. The Surveyor will coordinate with SUE consultant (if applicable), pipeline companies, municipal utility districts (MUDs), homeowner's associations (HOA's), the County, and private utility agencies to obtain locations of available existing utilities and depths of existing pipelines. These will be shown with the rest of the survey.
- c. Prepare existing Signed and Sealed Topographic Survey Map of the Project to be delivered in PDF per Fort Bend County standards and CAD Files.

COST: \$35,610.00

2-Person Survey Crew	115 hrs @ \$145/hr	\$16,675.00
Survey Technician	20 hrs @ \$110/hr	\$ 2,200.00
CADD Technician	95 hrs @ \$95/hr	\$ 9,025.00
Clerical	4 hrs @ \$65/hr	\$ 260.00
Field Coordinator	10 hrs @ \$105/hr	\$ 1,050.00
RPLS	40 hrs @ \$160/hr	\$ 6,400.00

TOTAL COST FOR BASE SERVICES: \$69,680.00

II. OPTIONAL ADDITIONAL SERVICES

1. Project Control for Construction

- a. Recover or re-establish project control referenced to the project baseline for construction.
- b. Recover or re-establish project baseline at the beginning, end, street intersections, angle points, beginning of curves, end of curves and at 1,000-foot intervals in between.

COST: \$7,660.00

2. Parcel Surveys

- a. Prepare metes and bounds descriptions and parcel plats in accordance with Fort Bend County guidelines for property acquisition and add parcels to the existing right-of-way maps.

COST: \$2,500.00 per parcel (estimated 15 parcels)

Total Cost for Parcel Surveys: \$37,500.00

3. Interim Right-Of-Way Staking

- a. Staking of the Proposed Right-of-way at 100-200-foot intervals with wooden stakes. Estimate 2,000 linear feet of staking per day.

COST: \$2,115.00 per day (estimated 3 days to complete)

Total Cost for Interim ROW Staking: \$6,345.00

4. Soil Boring Locations

- a. Field Locate Soil Borings performed by others.
- b. Soil Borings will be added into existing CAD files.

COST: \$2,530.00

(assumes one trip to locate all Soil Borings)

5. Level "A" SUE

- a. Perform 3 Level "A" SUE Test Holes.
- b. Locations to be provided by Client.
- c. Cost assumes all Test Holes will be performed on the same trip.

COST: \$8,430.00

III. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING &

SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.

5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact John Harvill, RPLS (jharvill@weissereng.com).

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

CLIENT

TEDSI Infrastructure Group, Inc.

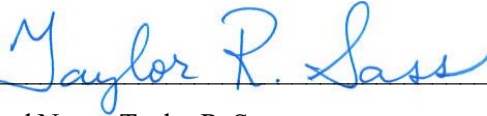
By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By: _____

Printed Name: Taylor R. Sass

Title: President & CEO

Date of Acceptance: 06/27/2024

Please provide an email address for Accounts Payable contact for invoicing purposes:

Settegast Segment 1 Limits

Legend

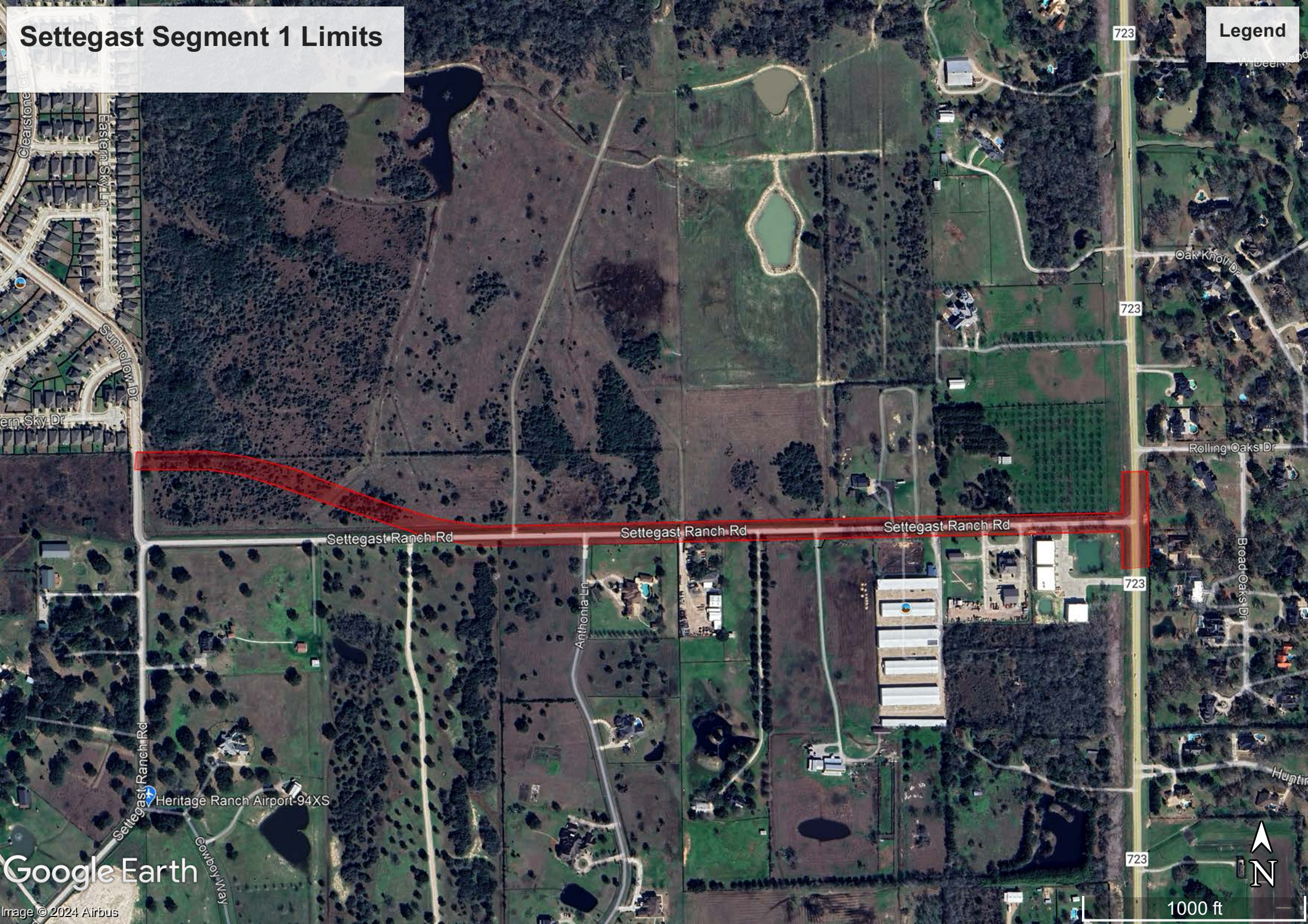




EXHIBIT E

11555 Clay Road, Suite 100
Houston, Texas 77043
P (713) 690-8989
Terracon.com

July 1, 2024

TEDSI Infrastructure Group
738 Highway 6 South, Suite 430
Houston, Texas 77079

Attn: Mr. Paul Bright, P.E., RPLS – Associate | Project Manager
P: (832) 619-1000
E: paul.bright@tedsi.com

RE: Cost Estimate for Geotechnical Engineering Services
Settegast Ranch Road Segment 1 and Detention Pond
Settegast Ranch Road and FM 723
Richmond, Texas
Terracon Document No. P92245311.Revision1

Dear Mr. Bright:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project in Richmond, Texas. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following exhibits are attached.

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 cost estimate is **\$28,750** for the proposed roadway and storm sewer line and **\$24,400** for the proposed Detention Pond for a total of **\$53,150**. **Exhibit C** includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Cost Estimate for Geotechnical Engineering Services

Settegast Ranch Road Segment 1 and Detention Pond | Richmond, Texas

July 1, 2024 | Terracon Document No. P92245311.Revision1



Your authorization for Terracon to proceed in accordance with this cost estimate 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)

A handwritten signature in blue ink, appearing to read 'Ammar Ali', with a large, sweeping flourish above it.

Ammar Ali, Ph.D.

Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read 'Karla I. Stringer', with a large, sweeping flourish above it.

Karla I. Stringer, P.E.

Group Manager

A handwritten signature in blue ink, appearing to read 'Kierstyn M. Burrell', with a large, sweeping flourish above it.

For: Kierstyn M. Burrell, P.E.

Geotechnical Services Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between TEDSI Infrastructure Grou ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Settegast Ranch Road Segment 1 and Detention Pond project ("Project"), as described in Consultant's Proposal dated 07/01/2024 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) 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 Texas 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 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 unsafe site conditions. 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.

Consultant: **Terracon Consultants, Inc.**

Client: **TEDSI Infrastructure Group**

By: *Karla Stringer* Date: **7/1/2024**

By: _____ Date: _____

Name/Title: **Karla I. Stringer / Group Manager**

Name/Title: _____

Address: **11555 Clay Rd, Ste 100**

Address: _____

Houston, TX 77043-1239

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

Phone: _____ Fax: _____

Email: **Karla.Stringer@terracon.com**

Email: _____

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by TEDSI Infrastructure Group (TEDSI) and the expected subsurface conditions as described below. 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 TEDSI and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Project Description	<p>The project consists of the construction of approximately 1,700 linear feet (LF) of new roadway (new Settegast Ranch Road Segment 1) and full-depth reconstruction of approximately 2,850 LF feet of the existing two-lane asphaltic concrete Settegast Ranch Road Segment 1, for a total of 4,550 LF of roadway, along with a storm sewer line to connect the existing Sunhollow Drive and FM 723. We also understand a detention pond is planned to be constructed near the roadway alignment.</p>
Proposed Improvements	<p>We understand the proposed improvements are planned to be designed and constructed in accordance with the Fort Bend County Engineering Department Design Manual, March 2022 Edition:</p> <ul style="list-style-type: none">■ We understand that the new concrete roadway will be a major thoroughfare boulevard within a 100-foot right-of-way (ROW) including four 12-foot lanes, a 33-foot median from face of curb to face of curb, and two 9.5-foot buffers from face of curb to the ROW.■ We understand a storm sewer line is planned to be installed using open-cut construction methods along the roadway alignment at a maximum embedment depth of 10 feet below existing grade.■ We assume the detention pond will be a maximum of 5 acres in size, with sideslopes no steeper than 3 horizontal to 1 vertical (3H:1V), and depth no greater than 10 feet. The location of the pond is unknown at the time of this cost estimate and will be determined by the County. Once the location of



Item	Description
Proposed Improvements	the pond is determined, we request the location be provided to us prior to the start of our field program. We also request the opportunity to review and revise the number and depth of the borings based on the actual size of the detention pond, once available. Our services for the proposed detention pond are included in our Scope of Services as an additional item.
Assumed Traffic Loads	We anticipate that traffic will likely consist of passenger vehicles, delivery and garbage trucks, and school buses.



Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project site is located along the existing Settegast Ranch Road extending from FM 723 to Sunhollow Drive in Richmond, Texas.</p> <p>Latitude: 29.6627°, Longitude: -95.8193° (approximate centerline)</p> <p>(See Exhibit D)</p>
Existing Improvements	<p>Based on available aerial images, we understand that the existing Settegast Ranch Road is a two-lane asphaltic concrete roadway with shallow bar ditches and overhead powerlines on either side of the roadway.</p>
Current Ground Cover	<p>Grass, weeds, and trees</p>
Existing Topography	<p>Relatively level</p>
Site Access	<ul style="list-style-type: none">■ Portions of the site may be inaccessible to drilling equipment and clearing of pathways may be required to access the proposed boring locations.■ We expect the site and exploration locations are accessible with our all-terrain vehicle (ATV)-mounted drilling equipment and support vehicles during normal business hours.
Expected Subsurface Conditions	<p>Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions will likely consist of interbedded layers of clay, sand, and silt from the Lissie Formation.</p>

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 field exploration program for the proposed roadway and storm sewer line alignment is anticipated to be completed with three days of on-site activities and includes subsurface borings as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
10 (B-1 through B-10)	15	Along the proposed roadway and storm sewer line alignment
10	150	Total

- 1. Below grade at the time of our field program.
- 2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

We understand a field exploration program for the proposed detention pond has been requested to be included as an additional item. The field exploration for the detention pond is anticipated to be completed with one day of on-site activities and includes subsurface borings as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
6 (B-11 through B-16)	20	Detention pond area ²
6	120	Total

- 1. Below grade at the time of our field program.
- 2. Location to be determined by the County prior to our field exploration. We request the opportunity to review and revise the number and depth of the borings based on the actual size of the detention pond, once available.

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 will auger through the existing pavements to access the underlying subgrade soils, where applicable. We will advance borings with an ATV-mounted drill rig using continuous flight augers and/or rotary wash boring techniques. Samples will be obtained continuously to the termination depth of each boring. 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, and one day after completion of the borings.

Piezometer: We plan to install one piezometer within the 5-acre detention pond area to observe groundwater levels in the installed piezometer at about one day, 7 days, and 30 days. The piezometer will generally consist of 2-inch PVC pipes with a 10-foot screen surrounded by clean quartz sand (No. 20 to No. 40 sieve material). The piezometer will be installed by a licensed well driller that is registered with the State of Texas. The piezometer will be removed and backfilled after the planned readings have been taken, unless instructed to be left in-place by the client.

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: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings upon completion and patch the pavements with asphaltic concrete patch product, as applicable. 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 boreholes. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Clearing of Pathways: Based on our understanding of the project site, portions of the site appear to be moderately to densely wooded at the time of this cost estimate. Therefore, the site may be inaccessible to drilling equipment and clearing of pathways may likely be required. We understand that there are no conflicts with regard to clearing of pathways. If there are any restricted areas, trees, facilities, etc. on-site that are

sensitive to clearing, Terracon should be notified in advance so that we can avoid these areas during our clearing activities. The tree/shrub debris would only be moved away from the cleared pathways but not removed from the site. The additional cost associated with having Terracon coordinate and clear pathways on-site are provided in **Exhibit C** of this cost estimate.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this cost estimate as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

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. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

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 landowner/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 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.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

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 landowner/client of their responsibilities in identifying private underground utilities.

Traffic Control: For the work scope of this cost estimate we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling activities, which is anticipated to take two days. This cost estimate is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test to be performed. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Method for Determining the Amount of Materials Finer than No. 200 Sieve in Soils by Washing
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil
- ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
- ASTM D1883 Standard Test Method for California Bearing Ratio (CBR) of Laboratory Compacted Soils
- ASTM D4767 Standard Test Method for Consolidated Undrained Triaxial Compression Test for Cohesive Soils
- ASTM D6572 Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test
- ASTM D4221 Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer

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

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling and about one day after completion of drilling
- Site Location and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site and subgrade preparation
- Pavement design guidelines and calculated equivalent single axle load (ESAL)
- Uplift and lateral earth pressures recommendations for storm sewer
- Excavation and temporary groundwater control considerations for storm sewer
- Bedding and backfill guidelines for storm sewer

If the location of the detention pond is not determined prior to our mobilization. Terracon plans to issue a supplemental report with the following:

- Groundwater levels observed in detention pond piezometer
- Global stability analyses of the detention pond sideslopes for a maximum of two cross-sections
- Detention pond slope protection and erosion control
- Detention pond construction considerations

In addition to an emailed report, your project will also be delivered using our **Client Portal**. 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. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Project information, schedule, and anticipated exploration plan

Cost Estimate for Geotechnical Engineering Services

Settegast Ranch Road Segment 1 and Detention Pond | Richmond, Texas

July 1, 2024 | Terracon Document No. P92245311.Revision1



- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering 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.

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 – Proposed Settegast Ranch Road Segment 1 and Storm Sewer Line	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$18,650
Clearing of Pathways, if needed (1 day) ¹	\$3,500 ²
Traffic Control (2 days)	\$6,600
Total	\$28,750

1. The tree/shrub debris would only be moved away from the cleared pathways but not removed from the site.
2. Terracon plans to visit the project site prior to mobilization to determine if clearing of pathways is necessary. Terracon will not invoice for these fees if clearing of pathways is not necessary.

Additional services not part of the base fee include the following:

Task - Proposed Detention Pond (Unknown Location)	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$20,900 ¹
Clearing of Pathways, if needed (1 day) ²	\$3,500 ³
Total	\$24,400

1. As stated previously, we request the opportunity to review and revise our scope of work based on the actual size and depth of the detention pond, if needed.
2. The tree/shrub debris would only be moved away from the cleared pathways but not removed from the site.
3. Terracon plans to visit the project site prior to mobilization to determine if clearing of pathways is necessary. Terracon will not invoice for these fees if clearing of pathways are not necessary.

Our Scope of Services does not include services associated with survey of boring locations, special equipment for wet/soft ground conditions, 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.

We will submit our invoice(s) to the address shown at the beginning of this cost estimate. 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 cost estimate 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, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, 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.

Delivery on Client Portal	Schedule ^{1, 2}
Project Planning	5 working days after notice to proceed
Field Work Mobilization	7 to 10 working days from notice to proceed
Site Characterization ³	15 working days after completion of field program
Geotechnical Engineering ³	25 working days after completion of field program

- 1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
- 2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.
- 3. Delivery based on completion of the roadway and sewer line field program in three days, and completion of the detention pond field program in one day.

Settegast Ranch Road Segment 1 and Detention Pond | Richmond, Texas
July 1, 2024 | Terracon Document No. P92245311.Revision1

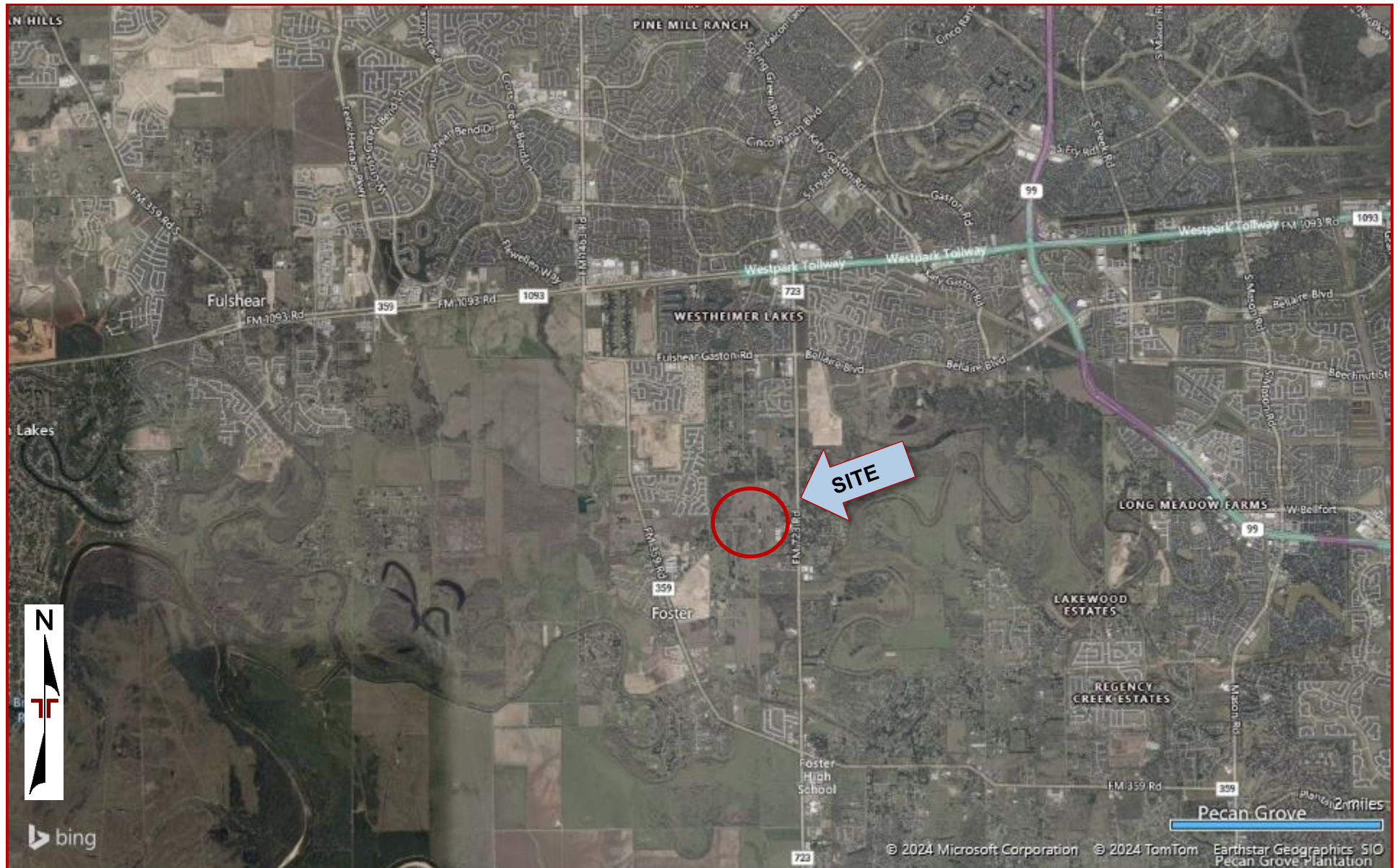


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Cost Estimate for Geotechnical Engineering Services

Settegast Ranch Road Segment 1 and Detention Pond | Richmond, Texas
July 1, 2024 | Terracon Document No. P92245311.Revision1



Exhibit E – Anticipated Exploration Plan



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

MAP PROVIDED BY MICROSOFT BING MAPS