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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Engineering, Design, and Surveying Services – Project No. 23108)

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 Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA ("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, design, and surveying services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide professional engineering, design, and surveying services for Settegast Ranch Road, Seg. 2, from FM 359 to Sunhollow Drive under Mobility Bond Project No. 23108; 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 July 11, 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 Seven Hundred Thirty Nine Thousand Four Hundred Thirty and 00/100 Dollars (\$739,430.00). 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 \$739,430.00. 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 \$739,430.00 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 \$739,430.00.

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: **EHRA**
Attn: _____
10011 Meadowglen Lane
Houston, Texas 77042

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

**EMINSTER, HINSHAW, RUSS, AND
ASSOCIATES, INC., D/B/A EHRA
a Texas corporation**



Authorized Agent – Signature

A. Hasan Syed
Authorized Agent- Printed Name

E.V.P.
Title

October 22, 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)

July 11, 2024

Mr. Zach Jacobson, P.E., ENV SP
Project Manager
Binkley & Barfield | DCCM
1710 Seamist Drive
Houston, Texas 77008

Re: Proposal for Professional Surveying and Engineering Services
for FBC Project No. 23108 - Settegast Ranch Road (Segment 2)
Fort Bend County, Texas
EHRA Project No. 241-067-00 (00)

Dear Mr. Jacobson:

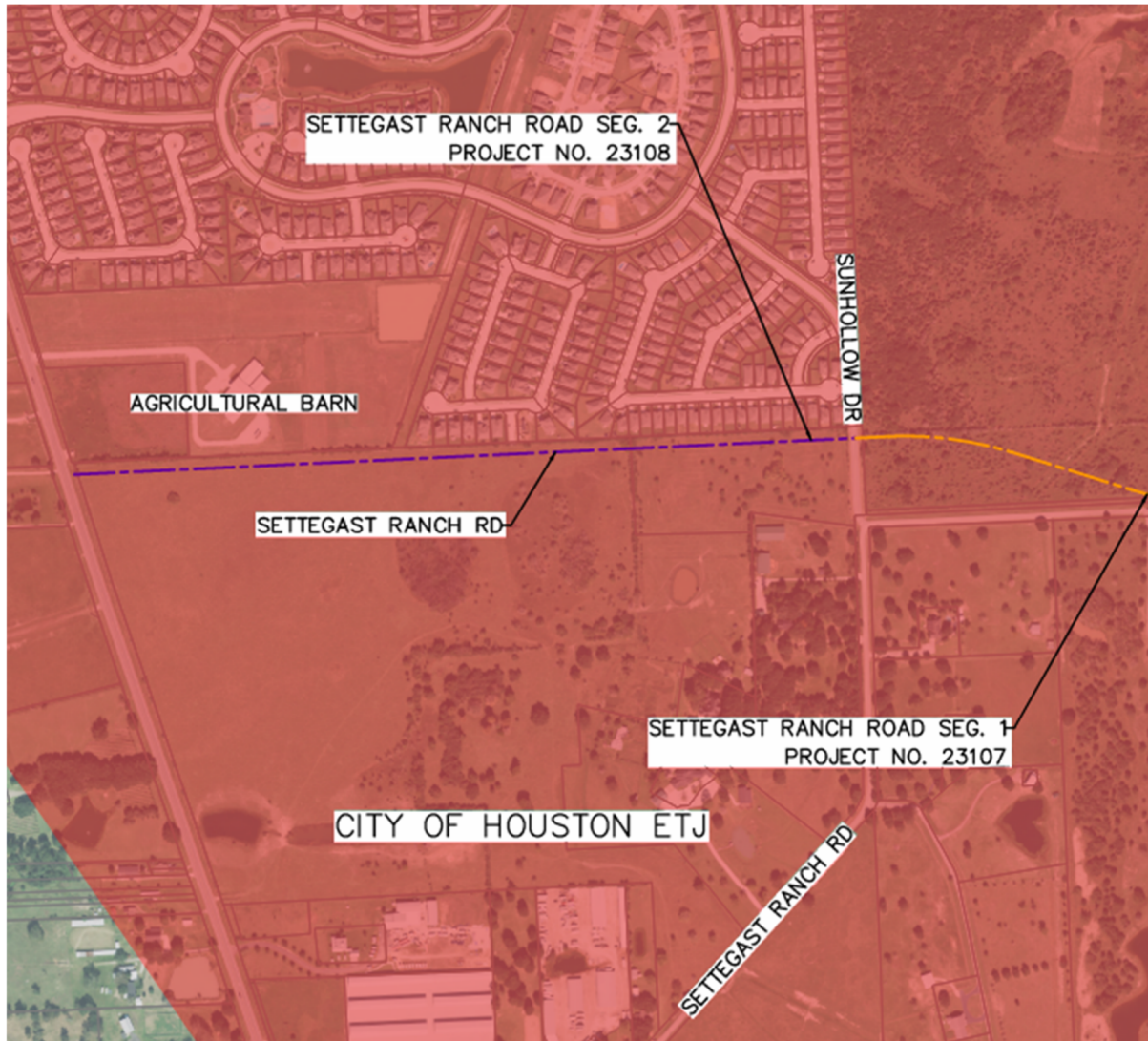
Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (Engineer) is pleased to submit this proposal for professional surveying and engineering services to Binkley & Barfield | DCCM (Client/Fort Bend County Precinct 1 Program Manager) for the design of Settegast Ranch Road Segment 2 (the Project). The Project will include an engineering investigation to collect field data necessary including, surveying, geotechnical, and final design plans for the proposed road improvements.

The following sections of this proposal provide background information on the Project, scope of work for the proposed professional engineering/design services, period of services, deliverables, and budget breakdown.

BACKGROUND INFORMATION

Client is interested in extending Settegast Ranch Road located in northern Fort Bend County and the central portion of Precinct 1. Settegast is a 20-foot wide asphalt open ditch thoroughfare road that connects FM 359 to SH 723. Client has split the Project into approximately two (2) equal segments. Segment 2 requires the acquisition of 100' right-of-way from FM 359 to Sunhollow Drive (Approx. 3,285'). Client desires to construct a concrete 4-lane divided curb and gutter roadway according to the Fort Bend County typical section for major thoroughfares. Segment 1 will be constructing a detention pond at Sunhollow Drive and Settegast Ranch Road that will be utilized by both segments. Existing drainage in the project limits appear to sheet flow from FM 359 to FM 723. The project bisects a 30" Gulf South Pipeline Company natural gas transmission line located in the approximate middle of the Project.

PROJECT MAP



KEY ASSUMPTIONS

The following list provides key assumptions made while developing this scope of work:

- Project is a new location, but abuts property line; therefore, no alignment meeting is anticipated.
- Drainage Report & Detention will be provided by Settegast Ranch Road Segment 1.
- Existing west to east drainage flow will attempt to be maintained from FM 359 to Sunhollow Drive which may require additional right-of-way and shallow swales instead of storm sewer from FM 359 to east of the Gulf South Pipeline.
- No water line or sanitary sewer improvements are anticipated.
- It is assumed future Settegast Ranch Road will tie-in to FM 359 without a traffic signal or improvements along FM 359. If FM 359 improvements are required Additional Services will be needed.
- Settegast Ranch Road at Sunhollow Drive intersection will be constructed as part of Segment 1.
- Sidewalks are not anticipated within the project limits.
- Asphalt pavement will need to be replaced at tie-in location with FM 359 to remove existing rumble strips.
- Environmental will be performed by Fort Bend County on a program-wide basis. Environmental if required will be included as an Additional Service.

SCOPE OF SERVICES

Engineer will provide the following engineering services to design and develop preliminary and final roadway plans for Settegast Ranch Road Segment 2 at the direction of the County:

A. PRELIMINARY DESIGN (30%)

1. Roadway Design

Engineer will provide the following during two (2) submittals:

- a. Establish a typical cross-section and cross-sections in non-standard areas.
- b. Determine drainage system needs (drainage report and/or preliminary roadway drainage design).
- c. Positively determine right-of-way acquisition needs.

- d. Determine potential conflicts with existing facilities.
- e. Identify critical path items.
- f. Identify problem areas and potential resolution(s).
- g. Determine permit and regulatory requirements.
- h. Prepare a reasonable construction cost estimate.
- i. Identify impacts to pipelines by locating the drainage high point at or near the pipeline intersections.
- j. Prepare 30 percent plan set, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation.

2. Survey Control (Weisser)

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 FM 359 and proposed Settegast Ranch Road and proceed 3,300-feet east to Sunhollow Drive. Limits also include 1,000 linear feet north and south along FM 359 from the intersection of proposed Settegast Ranch Road, for an approximate total of 5,300 linear feet.

- 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.

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

- 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.

4. Topographic Surveying (Cat. 6, Cond. 1) (Weisser)

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 from right-of-way to right-of-way on existing roads, including elevations at estimated right-of-way lines. Topographic Survey will begin at the south line of the development north of the proposed roadway and extend south a minimum of 125-feet and 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. Surveyor will coordinate with Subsurface Utility Engineering (SUE) consultant (if applicable), pipeline companies, Municipal Utility Districts (MUD), Homeowner's Associations (HOA), 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.

5. Geotechnical (Terracon)

See attached geotechnical proposal.

B. FINAL DESIGN (70%, 95%, 100%)

1. Roadway Design

The purpose of this task is to prepare the final roadway design and develop a plan using CADD standards, in accordance with the latest TxDOT, Fort Bend County, and AASHTO design standards, specifications, and bid items. Plans will be 11"x17". Plan and Profile Sheets will have 1" = 40' for horizontal and 1" = 4' vertical scales minimum. Larger scales may be required to show more detailed construction. Roadway and storm sewer will be shown on the same plan & profile sheets if feasible.

The following describes the work to be performed:

- a. Data Collection and Field Reconnaissance
- b. Verification of Topographic Features
- c. Proposed Roadway Design for Ultimate Conditions as determined during the Preliminary Design Phase
- d. TxDOT Street Tie-In Permitting at FM 359
- e. KMZ Deliverable
- f. Utility Conflict Table
- g. Utility Conflict Exhibits

The final Construction Drawings will include the following sheets:

- Cover Sheet
- Index of Sheets
- General Notes
- Typical Sections
- Project Layout/Removal Layout
- Survey Control
- Right-of-Way
- Horizontal Alignment Data
- Roadway Plan and Profile
- Westernwood Lane Plan & Profile
- Drainage Area Maps & Computations
- Traffic Control Plans (see below for scope)
 - Overall Phasing
 - Advance Warning Signs
 - Narrative
 - Phasing Details
- Signing & Striping Plan
- Storm Water Pollution Prevention Plan (SWPPP) (see below for scope)
- Standard Details
- Cross-Sections

2. Traffic Control Plans

Traffic Control and Sequencing Plans for the Project along FM 359 will be designed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and will include:

- a. Overall Phasing
- b. Advance Warning Signs
- c. Narrative
- d. Phasing Details

3. Storm Water Pollution Prevention Plan

Project scope does not include any submittals/reports to the Texas Commission on Environmental Quality. Storm Water Pollution Prevention Plans for the Project will include detailed plan sheets and standard details.

4. Quantity Take-Offs and Construction Cost Estimate

Quantity Take-Offs and Construction Cost Estimates for Segment 2 will be conducted at each milestone submittal (70%, 95%, and 100%)

C. PROJECT MANAGEMENT

The following tasks describe the work to be performed:

- a. Right of Entry
- b. Monthly Invoices and Status Reports
- c. Twenty-Six (26) bi-weekly virtual meetings with Binkley & Barfield during the design phase.
- d. Four (4) in-person progress meetings with Fort Bend County Staff.
- e. Coordination with Program Manager/Fort Bend County.
- f. Coordination with Subconsultants (Survey/Geotechnical).
- g. Coordination with adjacent project (Settegast Ranch Road Segment 1).
- h. Comment Response/Resolution Documentation for each Milestone Submittal (70%, 95%, and 100%).
- i. Project Design and Construction Schedule

j. Utility Coordination

- Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase. A reasonable amount of research should be conducted, including, but not limited to, contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (i.e. CenterPoint Energy, AT&T, etc.).
- Send records requests to utility companies and obtain I.D. numbers (CenterPoint and AT&T).
- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings.
- Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required. Use Fort Bend County Utility Conflict Table template.
- Submit milestone-level drawings to applicable utility companies for their review.
- Obtain Letter of No Objection from Gulf South Pipeline Company.

k. Coordination with adjacent developments/MUDs within project limits.

l. Coordinate and obtain TxDOT street tie-in permit,

D. OPTIONAL ADDITIONAL SERVICES

1. Corridor Traffic Study – Settegast Ranch Road between FM 723 and FM 359

- a. Engineer will conduct a field investigation to record geometry and traffic control of existing roadway and study intersections, to observe traffic patterns and to identify any existing traffic operational issues and sight distance restrictions, if any.
- b. Engineer will obtain past historical crash records from TxDOT's CRIS query tool, summarize and evaluate those crashes.
- c. Engineer's sub-consultant will conduct 6-hr turning movement counts for the AM and PM peak periods (6 AM to 9 AM and 4 PM to 7 PM) during a typical weekday and when the schools are in session, at the following intersections:
 - Settegast Ranch Road at Sunhollow Drive
 - FM 359 at Creekside Ranch Drive
- d. Engineer's sub-consultant will conduct 13-hr turning movement counts from 6 AM to 7 PM during a typical weekday and when schools are in session, at the intersection of FM 723 at Settegast Ranch Road.

- e. Engineer will develop projected traffic conditions for existing and proposed intersections in the future year scenario during AM and PM peak hours. Projected traffic volumes will be estimated based on regular growth, any known adjacent future developments and/or H-GAC's travel demand model data.
- f. Engineer will develop a traffic flow model including all study intersections using SYNCHRO or other compatible software. Capacity and Level of Service (LOS) analysis will be performed under existing (Year 2024) roadway and intersections geometry, traffic volumes and traffic control conditions for AM and PM peak hours.
- g. Engineer will perform capacity and LOS analysis for the following intersections under future (Year 2030) roadway and traffic conditions during AM and PM peak hours:
 - Settegast Ranch Road at FM 723 (existing three-way intersection)
 - Settegast Ranch Road at Sunhollow Drive (proposed 4-way intersection)
 - Proposed Settegast Ranch Road at FM 359 (proposed intersection)
- h. Engineer will perform traffic control signal warrant analysis for the intersections of FM 723 at Settegast Ranch Road and proposed Settegast Ranch Road at FM 359 (proposed intersection) based on latest TMUTCD guidelines.
- i. Engineer will assess the quality of traffic flow for the study intersections under existing and future conditions based on Measure of Effectiveness (MOE) that will include level of service, volume-to-capacity (V/C) ratios, vehicle delays, and queues.
- j. Engineer will recommend proposed improvements at the study intersections that will accommodate existing and future traffic demand within acceptable quality of traffic flow. Proposed improvements may include, but are not limited to, lane additions, optimum lane assignments, installation of traffic control signal, or access management.
- k. Engineer will prepare a report to summarize the analysis and findings.

The traffic analysis will be in conformance with the methodology described in the Highway Capacity Manual (latest edition).

2. FM 359 Left-Turn Lane Improvements

If required by the traffic study, FM 359 will be widened equally on both sides to include a left-turn lane at proposed Settegast Ranch Road. No Signal is currently anticipated. Engineer will add to the following basic services tasks:

- a. Preliminary Roadway Design
- b. Final Roadway Design
- c. Traffic Control Plans

- d. Storm Water Pollution Prevention Plan
 - e. Quantity Take-Offs and Construction Cost Estimate
 - f. Project Management Tasks
- 3. Survey Control, Right of Way Mapping, and Topographic Survey along FM 359 (Weisser)
 - a. Survey Control, Right of Way Mapping, and Topographic Survey along FM 359
Limits include approximately 800 linear feet on FM 359 north and south of the Base Scope limits, for an approximate total of 1,600 linear feet.
- 4. Project Control for Construction (Weisser)
 - 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.
- 5. Parcel Surveys (Weisser)
 - 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.
- 6. Interim Right-of-Way Staking (Weisser)
 - 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.
- 6. Soil Boring Locations (Weisser)
 - a. Field Locate Soil Borings performed by others.
 - b. Soil Borings will be added into existing CAD files.
- 7. Level "A" SUE (Weisser)
 - a. Cost includes a maximum of six Test Holes up to a depth of twenty feet.
 - b. Data Sheets for each Test Hole will be provided.
 - c. Location and elevation of each Test Hole will be included in Survey Deliverables.
 - d. Cost does not include Traffic Control Plan if required.

E. DELIVERABLES

Engineer will provide the following deliverables:

- Preliminary Design (30%) two (2) Submittals
 - Rollplot Schematic for Segment 2
 - Preliminary Engineering Report
 - Project location and scope of the project
 - Existing Conditions
 - Existing Utilities, including potential conflicts
 - Proposed Roadway Design, highlighting any deviation from applicable design criteria
 - Existing and Proposed Drainage and Detention
 - Proposed Right-of-Way
 - Proposed Traffic Signal, if applicable
 - Geotechnical Investigation
 - Environmental Investigation (letter report to be provided to Design Consultant by the County)
 - Permit and Regulatory Requirements
 - Cost Estimate
 - Appendices
 - PER review meeting minutes
 - Project Location Map
 - Alignment Exhibit showing ultimate configuration
 - FEMA Flood Insurance Rate Maps (FIRM)
 - Preliminary Drainage Area Map and calculations taking into account the ultimate roadway configuration
 - Sight Triangle Exhibits for Settegast Ranch Road at FM 359, Sunhollow Drive, Anthonia Lane, and FM 723 right-of-way exhibit
 - Cost Estimate
 - Utilities
 - Utility Conflict Table. CenterPoint and AT&T ID numbers are to be included in the table. Fort Bend County Utility Conflict Table will be used.
 - Include any correspondence with utility companies (AT&T, CenterPoint, pipelines, etc.) that contain pertinent information.
 - 30 percent drawing submittal, to include:

- Typical sections
 - Plan and profile sheets shall consist of all existing features (seen and unseen) shown in the plan and profile, as well as proposed improvements in plan only with minor annotation.
 - Traffic Control Plan narrative (preliminary phasing and detour needs)
 - Reports to be included are:
 - Drainage Study taking into account the ultimate roadway configuration (provided by Segment 1)
 - Geotechnical Report
 - Environmental Report (provided by Fort Bend County)
 - Signal Warrant Analysis
- Final Design (70%)
 - A digital copy (Adobe Acrobat format, PDF) of the drawings, specifications, and estimate will be required and shall be submitted to Program Manager.
 - Cover Sheet
 - Index of Sheet
 - General Notes
 - Typical and Non-standard Cross-Sections
 - Project Layout Sheet
 - Survey Control
 - Right-of-Way (Existing and Proposed)
 - Horizontal Alignment Data
 - Plan and Profile Sheets (detailed callouts not required at 70 percent)
 - Drainage Area Map with Hydraulic Calculations
 - Traffic Control Plan
 - Signing and Striping Plan
 - Traffic Signal and Details (if applicable)
 - Storm Water Pollution Prevention Plan
 - Cross-Sections (100-foot intervals with earthwork calculations)
 - Specification Table of Contents (use Harris County Specifications. TxDOT Specifications and others to be used as necessary depending on jurisdiction).
 - Construction Cost Estimate (PDF and Excel format)
 - Bid Form (PDF and Excel format). Ensure that bid items and units match those shown in the applicable specification.
 - KMZ file of current design with proposed right-of-way.

- 70 Percent Review Checklist.
- Final Design (95%)
 - A digital copy (Adobe Acrobat format, PDF) of the drawings, specifications, and estimate will be required and shall be submitted to Program Manager.
 - All of the 70 percent requirements plus the following:
 - Verify earthwork quantities with cross-sections at 100-foot intervals.
 - Standard construction details.
 - Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
 - KMZ file of current design with proposed right-of-way.
 - Responses to 70 percent comments
 - 95 Percent Review Checklist
- Final Design (100%)
 - A digital copy in Adobe Acrobat format (PDF) of the drawings (signed and sealed)
 - Project Manual
 - Construction Cost Estimate
 - KMZ file of current design with proposed right-of-way
 - Responses to 95 percent comments
 - Recommended maximum number of calendar days for construction
 - 100 Percent Review Checklist

COMPENSATION

Compensation for Services will be provided on a **fixed fee basis (including Sub-Consultants' cost); construction phase services and as-built drawings will be provided on an hourly basis (see attached Level of Effort Summary for cost breakdown).**

The proposed fee includes field reconnaissance, travel, printing, supplies, communications, and other out-of-pocket expenses directly related to the proposed work.

PAYMENT

Engineer shall submit invoice(s) for services rendered based on the percentage of completion of each task. Client shall make prompt payment(s) in response to Engineer's invoice(s).

Additional work beyond the Scope of Services described above will be considered an Additional Service and will subsequently be provided in accordance with the attached Schedule of Hourly Rates and Other Direct Costs or negotiated to a fixed fee. Engineer will not proceed with any Additional Services without prior written authorization by Client. Any Additional Services not contemplated under this Agreement can only be provided by a separate proposal or change order.

The General Terms and Conditions of this proposal are attached hereto and made a part hereof for all purposes.

If all terms and provisions are acceptable to you, please signify so by executing this document in the appropriate space provided. Please retain one (1) executed copy for your records and return one (1) executed copy to the undersigned. We will consider receipt of this executed document as our authorization to proceed.

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We thank you for the opportunity to provide professional surveying and engineering services and we look forward to working with you on this project.

CLIENT AND ENGINEER AGREE AS SET FORTH ABOVE.

CLIENT

BINKLEY & BARFIELD | DCCM

By: _____

Mr. Zach Jacobson, PE, ENV SP
Project Manager

Effective Date: _____

ENGINEER

**EDMINSTER, HINSHAW, RUSS
& ASSOCIATES, INC. d/b/a EHRA**

By: _____

Fred Signorelli P.E., ENV SP
Project Manager | Public Infrastructure

Date: _____

By: _____

A. Hasan Syed, P.E.
Executive Vice President

Date: _____

FS/ol

Attachments: Attachment "B" Fee Schedule Summary
Geotechnical Proposal - Terracon
Survey Proposal – Weisser Engineering and Surveying
Public Works Schedule of Hourly Rates

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SETTEGAST RANCH ROAD SEGMENT 2

FEE SCHEDULE SUMMARY

DESIGN SERVICES

Project Limits: FM 359 to Sunhollow Drive

WORK TASK	DESCRIPTION	FEE
PRELIMINARY DESIGN (30%)		
1	PRELIMINARY ROADWAY DESIGN	\$ 98,700
2	SURVEY CONTROL (WEISSER)	\$ 10,380
3	EXISTING RIGHT OF WAY MAPPING (CAT. 1B, COND. 3) (WEISSER)	\$ 16,075
4	TOPOGRAPHIC SURVEYING (CAT. 6, COND. 1) (WEISSER)	\$ 26,580
5	SUBSURFACE EXPLORATION, LABORATORY TESTING, GEOTECHNICAL CONSULTING & REPORTING (TERRACON)	\$ 15,250
	Sub-Total	\$ 166,985
FINAL DESIGN (70%, 95%, 100%)		
6	FINAL ROADWAY DESIGN	\$ 166,100
7	TRAFFIC CONTROL PLANS	\$ 18,800
8	STORM WATER POLLUTION PREVENTION PLAN	\$ 3,240
9	QUANTITY TAKE-OFFS AND CONSTRUCTION COST ESTIMATE	\$ 8,070
10	DIRECT EXPENSES (EST.)	\$ 5,800
	Sub-Total	\$ 202,010
PROJECT MANAGEMENT		
11	PROJECT MANAGEMENT TASKS	\$ 45,645
	Total Basic Services	\$ 414,640
ADDITIONAL SERVICES		
12	CORRIDOR TRAFFIC STUDY- SETTEGAST RANCH ROAD BETWEEN FM 723 AND FM 359	\$ 70,505
13	FM 359 PRELIMINARY ROADWAY DESIGN	\$ 50,710
14	FM 359 FINAL ROADWAY DESIGN	\$ 93,335
15	FM 359 TRAFFIC CONTROL PLANS	\$ 16,990
16	FM 359 STORM WATER POLLUTION PREVENTION PLAN	\$ 2,240
17	FM 359 QUANTITY TAKE-OFFS AND CONSTRUCTION COST ESTIMATE	\$ 7,110

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SETTEGAST RANCH ROAD SEGMENT 2

FEE SCHEDULE SUMMARY

DESIGN SERVICES

Project Limits: FM 359 to Sunhollow Drive

WORK TASK	DESCRIPTION	FEE
18	FM 359 PROJECT MANAGEMENT	\$ 15,015
19	FM 359 SURVEY CONTROL, ROW MAPPING, AND TOPO (WEISSER)	\$ 22,925
20	PROJECT CONTROL FOR CONSTRUCTION (WEISSER)	\$ 7,660
21	PARCEL SURVEYS (EST.) (WEISSER)	\$ 9,880
22	INTERIM RIGHT-OF-WAY STAKING (EST.) (WEISSER)	\$ 8,460
23	SOIL BORING LOCATIONS (WEISSER)	\$ 2,530
24	LEVEL "A" SUE (WEISSER)	\$ 13,930
25	GEOTECHNICAL CLEARING PATHWAY (TERRACON)	\$ 3,500
Total Additional Services		\$ 324,790
TOTAL		\$ 739,430

DESIGN SERVICES
Project Limits: FM 359 to Sunhollow Drive

PAGE 3 OF 9

**ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SETTEGAST RANCH ROAD SEGMENT 2**

DESIGN SERVICES

Project Limits: FM 359 to Sunhollow Drive

TASK DESCRIPTION	NUMBER OF SHEETS	DEPARTMENT	SR. PROJ.	PROJ.	ASST. PROJ.	PROJECT	SR. DESIGN	CAD TECH. II	CLERICAL	TOTAL LABOR HRS & COSTS
HOURLY RATE INCLUDING MULTIPLIER (3)										
CROSS SECTIONS	11	2	9		27	36	40	40		154
EARTHWORK TABLES		1	3		3	6	3	3		19
KMZ DELIVERABLE			3		3	3				9
TXDOT STREET TIE-IN PERMIT AT FM 359			2		4	9				15
UTILITY CONFLICT EXHIBITS			3		6	9				18
UTILITY CONFLICT TABLE			3		6	9				18
UTILITY COORDINATION		2	18		18					38
COORDINATION WITH SEGMENT 1		9	40		40					89
COMMENT RESPONSES DOCUMENT AT 70% MILESTONE			2		2	6				10
COMMENT RESPONSES DOCUMENT AT 95% MILESTONE			2		2	6				10
COMMENT RESPONSES DOCUMENT AT 100% MILESTONE			2		2	6				10
COMPILING AND QA/QC AT 70% MILESTONE		2	4		4		4	4		18
ELECTRONIC SUBMITTAL AT 70% MILESTONE			1							1
COMPILING AND QA/QC AT 95% MILESTONE		2	4		4		4	4		18
ELECTRONIC SUBMITTAL AT 95% MILESTONE			1							1
COMPILING AND QA/QC AT 100% MILESTONE		2	4		4		4	4		18
ELECTRONIC SUBMITTAL AT 100% MILESTONE			1							1
4 PROGRESS REVIEW MEETINGS (30%, 70%, 95%, 100%) WITH FORT BEND CO. STAFF		12	12		12	12				48
SHEETS & HOURS SUBTOTAL	40	41	143	0	182	187	177	227	0	957
SUBTOTAL LABOR COSTS		\$11,275.00	\$33,605.00	\$0.00	\$35,490.00	\$29,920.00	\$27,435.00	\$28,375.00	\$0.00	\$166,100.00
TRAFFIC CONTROL PLANS										
TRAFFIC CONTROL PLAN OVERALL PHASING	1	1	1		1	2	4	6		15
TRAFFIC CONTROL PLAN ADVANCE WARNING SIGNS	1	1	1		1	2	4	6		15
TRAFFIC CONTROL PLAN NARRATIVE	1	1	1		2	6				10
TRAFFIC CONTROL PLAN PHASING	6	1	2		4	9	27	40		83
SHEETS & HOURS SUBTOTAL	9	4	5	0	8	19	35	52	0	123
SUBTOTAL LABOR COSTS		\$1,100.00	\$1,175.00	\$0.00	\$1,560.00	\$3,040.00	\$5,425.00	\$6,500.00	\$0.00	\$18,600.00

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SETTEGAST RANCH ROAD SEGMENT 2

DESIGN SERVICES

Project Limits: FM 359 to Sunhollow Drive

TASK DESCRIPTION	NUMBER OF SHEETS	DEPARTMENT	SR. PROJ.	MANAGER I	PROJ.	MANAGER	ASST. PROJ.	ENGINEER	Sr. DESIGN	CAD TECH. II	CLERICAL	TOTAL LABOR HRS & COSTS
HOURLY RATE INCLUDING MULTIPLIER (3)												
STORM WATER POLLUTION PREVENTION PLAN												
SWPPP PLAN SHEETS	1	1	1	1			1	3	6	9		21
SHEETS & HOURS SUBTOTAL	1	1	1	1	0		1	3	6	9	0	21
SUBTOTAL LABOR COSTS		\$275.00	\$235.00	\$235.00	\$0.00		\$195.00	\$480.00	\$930.00	\$1,125.00	\$0.00	\$3,240.00
QUANTITY TAKE-OFFS AND CONSTRUCTION COST ESTIMATE												
QUANTITY TAKE-OFFS AT 70% MILESTONE			1				2	6				9
PROBABLE CONSTRUCTION COST ESTIMATES AT 70% MILESTONE			1				2	3				6
QUANTITY TAKE-OFFS AT 95% MILESTONE			1				2	6				9
PROBABLE CONSTRUCTION COST ESTIMATES AT 95% MILESTONE			1				2	3				6
QUANTITY TAKE-OFFS AT 100% MILESTONE			1				2	6				9
PROBABLE CONSTRUCTION COST ESTIMATES AT 100% MILESTONE			1				2	3				6
SHEETS & HOURS SUBTOTAL	0	0	6	6	0	0	12	27	0	0	0	45
SUBTOTAL LABOR COSTS		\$0.00	\$1,410.00	\$1,410.00	\$0.00	\$0.00	\$2,340.00	\$4,320.00	\$0.00	\$0.00	\$0.00	\$8,070.00
PROJECT MANAGEMENT TASKS												
MONTHLY INVOICES & STATUS REPORTS			12				12					24
PROGRESS MEETINGS WITH PROGRAM MANAGER		13	13				13					39
COORDINATION WITH SUBS (SURVEY/GEOTECHNICAL)		18	18				18					54
PROJECT SCHEDULE		12	12				12					36
PROJECT FILE ADMINISTRATION		12	12				12				18	54
SHEETS & HOURS SUBTOTAL	0	\$15,125.00	67	\$15,745.00	0	\$0.00	\$13,085.00	\$0.00	\$0.00	\$0.00	\$1,710.00	\$45,645.00
SUBTOTAL LABOR COSTS												

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SETTEGAST RANCH ROAD SEGMENT 2

DESIGN SERVICES

Project Limits: FM 359 to Sunhollow Drive

	NUMBER OF SHEETS	DEPARTMENT	SR. PROJ.	PROJ.	ASST. PROJ.	PROJECT	SR. DESIGN	CAD TECH. II	CLERICAL	TOTAL LABOR HRS & COSTS
TASK DESCRIPTION		MANAGER	MANAGER I	MANAGER	MANAGER	ENGINEER	CAD TECH.			
HOURLY RATE INCLUDING MULTIPLIER (3)		\$275.00	\$235.00	\$215.00	\$195.00	\$180.00	\$155.00	\$125.00	\$95.00	
ADDITIONAL SERVICES										
CORRIDOR TRAFFIC STUDY- SETTEGAST RANCH ROAD BETWEEN FM 723 AND FM 359										
EXISTING TRAFFIC DATA COLLECTION AND FIELD RECONNAISSANCE		1	3	9	9					22
DEVELOPING FUTURE TRAFFIC CONDITIONS		1	4	9	27					41
ANALYSIS (EXISTING AND FUTURE CONDITIONS DURING AM & PM PEAK)		2	6	18	27	80				133
TRAFFIC SIGNAL WARRANT ANALYSIS (2 INTERSECTIONS)		1	4	18		49				72
REPORT PREPARATION		2	6	18	60			20	6	112
SHEETS & HOURS SUBTOTAL	0	7	23	72	123	129	0	20	6	380
SUBTOTAL LABOR COSTS		\$1,925.00	\$5,405.00	\$15,480.00	\$23,985.00	\$20,640.00	\$0.00	\$2,500.00	\$570.00	\$70,505.00
FM 359 PRELIMINARY ROADWAY DESIGN										
DATA COLLECTION		1	1		2	4				8
VERIFICATION OF TOPOGRAPHIC FEATURES			4		6	9				19
ROLL PLOT PLAN VIEW SCHEMATIC (SEGMENT 2)		1	2		6	18	27	27		81
PRELIMINARY ENGINEERING REPORT		1	2		6	18				27
PRELIMINARY DRAINAGE AREA MAPS		2	4		6	9	9	18		48
PRELIMINARY UTILITY CONFLICT TABLE		1	1		4	4				10
UTILITY COORDINATION		1	6		9					16
TYPICAL SECTIONS	2	1	1		2	2	4	6		16
PLAN & PROFILE SHEETS (1"=40' H, 1"=4' V)	5	1	2		4	9	18	27		61
TRAFFIC CONTROL PLAN NARRATIVE	1	1	2		2	4				9
QTO/PRELIMINARY COST ESTIMATE		1	1		2	6				10
SHEETS & HOURS SUBTOTAL	8	11	26	0	49	83	58	78	0	305
SUBTOTAL LABOR COSTS		\$3,025.00	\$6,110.00	\$0.00	\$9,555.00	\$13,280.00	\$8,990.00	\$9,750.00	\$0.00	\$50,710.00
FM 359 FINAL ROADWAY DESIGN										
COVER SHEET			1					1		2
INDEX OF SHEETS	1		1				4	4		9
GENERAL NOTES SHEET	2		1				1	2		4
TYPICAL SECTIONS	2		2		4	4	9	9		28
PROJECT LAYOUT/REMOVAL LAYOUT	2		1		2	6	9	18		36
HORIZONTAL ALIGNMENTS DATA	1		1				1	1		3
ROADWAY PLAN AND PROFILE SHEETS	5	2	4		6	12	27	40		91
DRIVEWAY SUMMARY	1	1	1		2	6	9			19
DRAINAGE AREA MAPS & COMPUTATIONS	4	1	2		6	18	9	9		45

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SETTEGAST RANCH ROAD SEGMENT 2

DESIGN SERVICES

Project Limits: FM 359 to Sunhollow Drive

TASK DESCRIPTION	NUMBER OF SHEETS	DEPARTMENT	SR. PROJ.	PROJ.	ASST. PROJ.	PROJECT	SR. DESIGN	CAD TECH. II	CLERICAL	TOTAL LABOR HRS & COSTS
HOURLY RATE INCLUDING MULTIPLIER (3)										
SIGNING & STRIPING PLAN	2		1		2	4	9	12		28
STANDARD DETAILS (MISCELLANEOUS)			3		2	4	9	18		36
CROSS SECTIONS	7	1	4		18	27	36	36		122
EARTHWORK TABLES	1	1	2		2	4	2	2		13
KMZ DELIVERABLE			3		3	3				9
UTILITY CONFLICT EXHIBITS			2		4	6				12
UTILITY CONFLICT TABLE			2		4	6				12
UTILITY COORDINATION		2	18		18					38
COMMENT RESPONSES DOCUMENT AT 70% MILESTONE			1		2	4				7
COMMENT RESPONSES DOCUMENT AT 95% MILESTONE			1		2	4				7
COMMENT RESPONSES DOCUMENT AT 100% MILESTONE			1		2	4				7
COMPILING AND QA/QC AT 70% MILESTONE		1	3		3		3	3		13
COMPILING AND QA/QC AT 95% MILESTONE		1	3		3		3	3		13
COMPILING AND QA/QC AT 100% MILESTONE		1	3		3		3	3		13
SHEETS & HOURS SUBTOTAL	28	11	61	0	88	112	134	161	0	567
SUBTOTAL LABOR COSTS		\$3,025.00	\$14,335.00	\$0.00	\$17,160.00	\$17,920.00	\$20,770.00	\$20,125.00	\$0.00	\$93,335.00
FM 359 TRAFFIC CONTROL PLANS										
TRAFFIC CONTROL PLAN OVERALL PHASING	1	1	1		1	2	2	4		11
TRAFFIC CONTROL PLAN NARRATIVE		1	1		2	2				6
TRAFFIC CONTROL PLAN PHASING	6	1	2		6	9	36	40		94
SHEETS & HOURS SUBTOTAL	7	3	4	0	9	13	38	44	0	111
SUBTOTAL LABOR COSTS		\$825.00	\$940.00	\$0.00	\$1,755.00	\$2,080.00	\$5,890.00	\$5,500.00	\$0.00	\$16,990.00
FM 359 STORM WATER POLLUTION PREVENTION PLAN										
SWPPP PLAN SHEETS	1	1	1		1	2	3	6		14
SHEETS & HOURS SUBTOTAL	1	1	1	0	1	2	3	6	0	14
SUBTOTAL LABOR COSTS		\$275.00	\$235.00	\$0.00	\$195.00	\$320.00	\$465.00	\$750.00	\$0.00	\$2,240.00

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SETTEGAST RANCH ROAD SEGMENT 2

DESIGN SERVICES

Project Limits: FM 359 to Sunhollow Drive

TASK DESCRIPTION	NUMBER OF SHEETS	DEPARTMENT	Sr. PROJ.	PROJ.	ASST. PROJ.	PROJECT	Sr. DESIGN	CAD TECH. II	CLERICAL	TOTAL LABOR HRS & COSTS
HOURLY RATE INCLUDING MULTIPLIER (3)			\$235.00	\$215.00	\$195.00	\$180.00	\$155.00	\$125.00	\$95.00	
FM 359 QUANTITY TAKE-OFFS AND CONSTRUCTION COST ESTIMATE										
QUANTITY TAKE-OFFS AT 70% MILESTONE			1		2	4				7
PROBABLE CONSTRUCTION COST ESTIMATES AT 70% MILESTONE			1		2	3				6
QUANTITY TAKE-OFFS AT 95% MILESTONE			1		2	4				7
PROBABLE CONSTRUCTION COST ESTIMATES AT 95% MILESTONE			1		2	3				6
QUANTITY TAKE-OFFS AT 100% MILESTONE			1		2	4				7
PROBABLE CONSTRUCTION COST ESTIMATES AT 100% MILESTONE			1		2	3				6
SHEETS & HOURS SUBTOTAL	0	0	6	0	12	21	0	0	0	39
SUBTOTAL LABOR COSTS		\$0.00	\$1,410.00	\$0.00	\$2,340.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$7,110.00
FM 359 PROJECT MANAGEMENT										
COORDINATION WITH TXDOT		6	27		36					69
SHEETS & HOURS SUBTOTAL	0	6	27	0	36	0	0	0	0	69
SUBTOTAL LABOR COSTS		\$1,650.00	\$6,345.00	\$0.00	\$7,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,015.00

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
SETTEGAST RANCH ROAD SEGMENT 2

DESIGN SERVICES

Project Limits: FM 359 to Sunhollow Drive

DESCRIPTION	QUANTITY	RATE	UNIT	TOTAL COST
DIRECT EXPENSES				
MILEAGE	900	Current IRS approved rate	Miles	\$603.00
COPIES (LETTER)	1000	\$0.20	Each	\$200.00
COPIES (11" by 17")	2400	\$0.40	Each	\$960.00
SCHEMATIC ROLLPLOT (96" by 36")	3	\$25.60	Each	\$77.00
DELIVERY/PICKUP CHARGES	4	\$40.00	Each	\$160.00
UTILITY RECORDS	1	\$250.00	LS	\$250.00
ABSTRACTING	1	\$3,550.00	LS	\$3,550.00
SUBTOTAL DIRECT EXPENSES				\$5,800.00



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

June 27, 2024

EHRA Engineering
10011 Meadowglen Lane
Houston, Texas 77042

Attn: Fred Signorelli, P.E., ENV SP – Associate | Project Manager
P: (713) 337-7443
E: fsignorelli@ehra.team

RE: Cost Estimate for Geotechnical Engineering Services
Settegast Ranch Road Segment 2
FM 359 and Fulshear Gaston Road
Richmond, Texas
Terracon Document No. P92245287. Revision1

Dear Mr. Signorelli:

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 **\$18,750**. **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 2 | Richmond, Texas

June 27, 2024 | Terracon Document No. P92245287. 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 loop at the end.

Ammar Ali, Ph.D.

Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read 'Karla I. Stringer', with a stylized, cursive script.

For: Karla I. Stringer, P.E.
Group Manager

A handwritten signature in blue ink, appearing to read 'Kierstyn M. Burrell', with a stylized, cursive script.

Kierstyn M. Burrell, P.E.

Geotechnical Services Manager



Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by EHRA Engineering (EHRA) 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 EHRA and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Project Description	The project consists of the construction of approximately 3,300 linear feet of roadway (new Settegast Ranch Road Segment 2) along with a storm sewer line to connect the existing FM 359 and Sunhollow Drive.
Proposed Improvements ¹	<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 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. The new roadway will also include left turn lanes at FM 359.■ 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.
Assumed Traffic Loads	We anticipate that traffic will likely consist of passenger vehicles, delivery and garbage trucks, and school buses.

1. Based on information provided by EHRA.



Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project site is located approximately 2 miles south of the intersection of FM 359 and Fulshear Gaston Road and extends between FM 359 and Sunhollow Drive in Richmond, Texas.</p> <p>Latitude: 29.6635°, Longitude: -95.8320° (approximate centerline)</p> <p>(See Exhibit D)</p>
Existing Improvements	Based on available aerial images, the site appears to be undeveloped.
Current Ground Cover	Grass, weeds, and trees
Existing Topography	Relatively level
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	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.

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 is anticipated to be completed with two days of on-site activities and includes subsurface borings as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
7 (B-1 through B-7)	15	Along the proposed roadway alignment
7	105	Total

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

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 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 (15 feet). 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.

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. Our services do not include repair of the site beyond backfilling our boreholes. 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 lightly to moderately 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.

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

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

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
- 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	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$15,250
Clearing Pathway, if needed (1 day) ¹	\$3,500 ²
Total	\$18,750

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 are 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	10 working days after completion of field program
Geotechnical Engineering ³	20 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 field program in two days.

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan



PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: July 3, 2024

Fred Signorelli, PE, ENV SP
EHRA
10011 Meadowglen Lane
Houston, TX 77042
713-337-7443
fsignorelli@ehra.team

Proposal for Professional Services in Connection With: Settegast Ranch Road, Segment 2 (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 EHRA (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 359 and Proposed Settegast Ranch Road and proceed 3,300 feet east to Sunhollow Drive. Limits also include 200 linear feet north and south along FM 359 from the intersection of Proposed Settegast Ranch Road, for an approximate total of **3,700 linear feet**. (As Shown in Red 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: \$10,380.00

2-Person Survey Crew	18 hrs @ \$145/hr	\$2,610.00
Survey Technician	30 hrs @ \$110/hr	\$3,300.00
CADD Technician	30 hrs @ \$95/hr	\$2,850.00
Clerical	2 hrs @ \$65/hr	\$ 130.00
Field Coordinator	2 hrs @ \$105/hr	\$ 210.00
RPLS	8 hrs @ \$160/hr	\$1,280.00

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: \$16,075.00

2-Person Survey Crew	28 hrs @ \$145/hr	\$4,060.00
Survey Technician	56 hrs @ \$110/hr	\$6,160.00
CADD Technician	30 hrs @ \$95/hr	\$2,850.00
Clerical	2 hrs @ \$65/hr	\$ 130.00
Field Coordinator	3 hrs @ \$105/hr	\$ 315.00
RPLS	16 hrs @ \$160/hr	\$2,560.00

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 from right-of-way to right-of-way on existing roads, including elevations at estimated right-of-way lines. Topographic Survey will begin at the south line of the development north of the Proposed Roadway and extend south a minimum of 125 feet and 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: \$26,580.00

2-Person Survey Crew	84 hrs @ \$145/hr	\$12,180.00
Survey Technician	18 hrs @ \$110/hr	\$1,980.00
CADD Technician	70 hrs @ \$95/hr	\$6,650.00
Clerical	2 hrs @ \$65/hr	\$ 130.00
Field Coordinator	8 hrs @ \$105/hr	\$ 840.00
RPLS	30 hrs @ \$160/hr	\$4,800.00

TOTAL COST FOR BASE SERVICES: \$53,035.00

II. OPTIONAL ADDITIONAL SERVICES

1. Survey Control, Right of Way Mapping, and Topographic Survey along FM 359
Limits include approximately 800 linear feet on FM 359 north and south of the Base Scope limits
(As Shown in Green on the Attached Aerial Images), for an approximate **total of 1,600 linear feet.**

- a. Survey Control based on Base Scoping above

COST: \$4,430.00

2-Person Survey Crew	8 hrs @ \$145/hr	\$1,160.00
Survey Technician	12 hrs @ \$110/hr	\$1,320.00
CADD Technician	12 hrs @ \$95/hr	\$1,140.00
Clerical	1 hr @ \$65/hr	\$ 65.00
Field Coordinator	1 hrs @ \$105/hr	\$ 105.00
RPLS	4 hrs @ \$160/hr	\$ 640.00

- b. Right of Way Mapping based on Base Scoping above

COST: \$7,075.00

2-Person Survey Crew	12 hrs @ \$145/hr	\$1,740.00
Survey Technician	24 hrs @ \$110/hr	\$2,640.00
CADD Technician	12 hrs @ \$95/hr	\$1,140.00
Clerical	1 hr @ \$65/hr	\$ 65.00
Field Coordinator	2 hrs @ \$105/hr	\$ 210.00
RPLS	8 hrs @ \$160/hr	\$1,280.00

- c. Topographic Survey based on Base Scoping above

COST: \$11,420.00

2-Person Survey Crew	36 hrs @ \$145/hr	\$5,220.00
Survey Technician	8 hrs @ \$110/hr	\$ 880.00
CADD Technician	30 hrs @ \$95/hr	\$2,850.00
Clerical	2 hrs @ \$65/hr	\$ 130.00
Field Coordinator	4 hrs @ \$105/hr	\$ 420.00
RPLS	12 hrs @ \$160/hr	\$1,920.00

2. 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

3. 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: \$2,470.00 per parcel (estimated 4 parcels)

Total Cost for Parcel Surveys: \$9,880.00

4. 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 4 days to complete)

Total Cost for Interim ROW Staking: \$8,460.00

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. Cost includes a maximum of six Test Holes up to a depth of twenty feet.
- b. Data Sheets for each Test Hole will be provided.
- c. Location and elevation of each Test Hole will be included in Survey Deliverables.
- d. Cost does not include Traffic Control Plan if required.

COST: \$13,930.00

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
EHRA

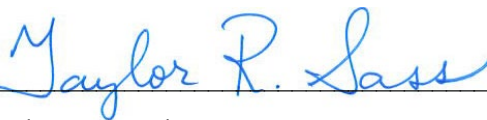
By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By: 

Printed Name: Taylor R. Sass

Title: President & CEO

Date of Acceptance: 07/03/2024

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

Settegast Seg 2 Limits

Red = Base Scope
Green = Optional/Additional Scope

Legend

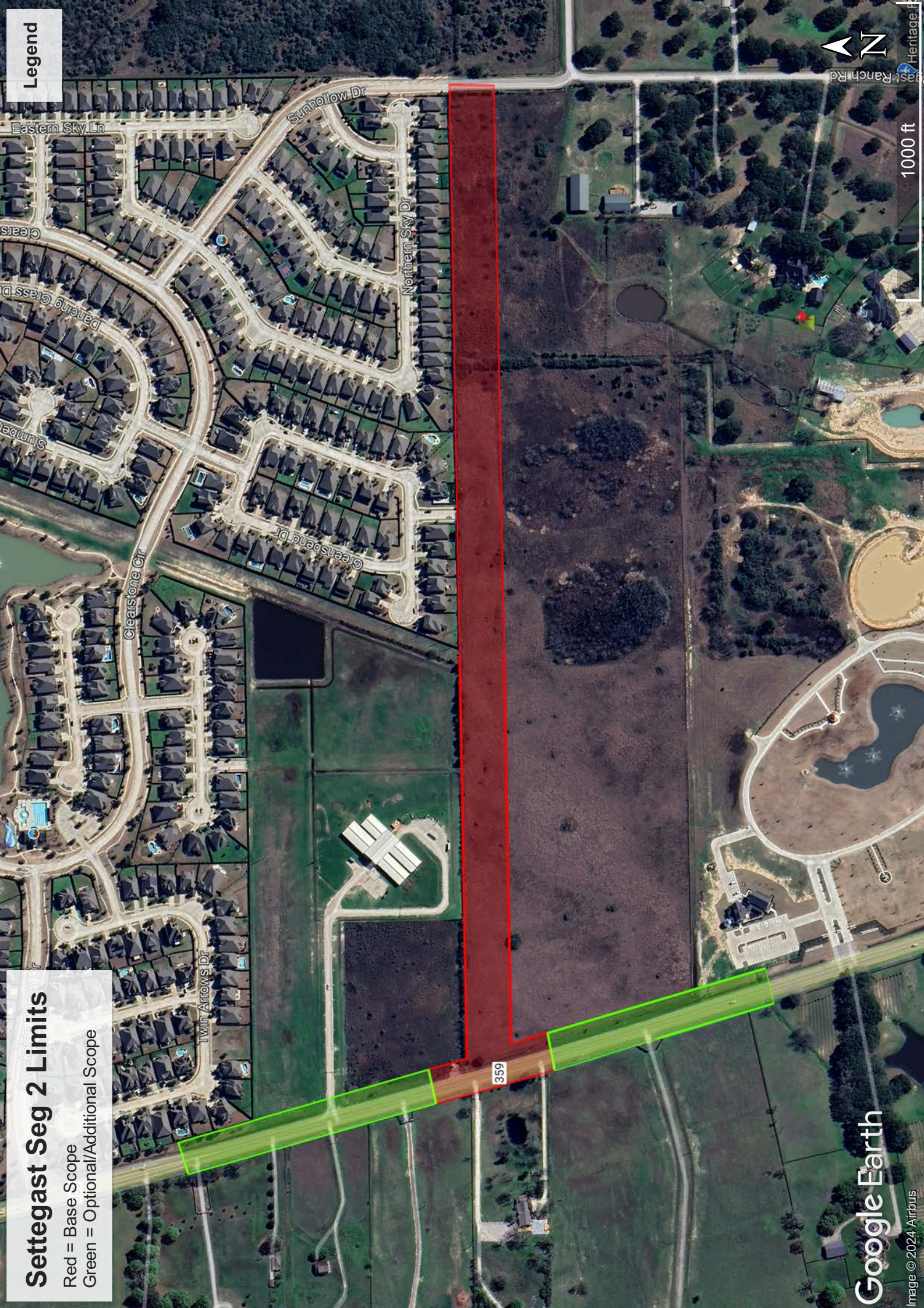


EXHIBIT "A"
EHRA ENGINEERING
PUBLIC WORKS
2024 SCHEDULE OF HOURLY RATES

Engineering, Design and Production

Engineer I	\$ 120
Engineer II	135
Engineer III	150
Project Engineer	160
Senior Project Engineer	175
Assistant Project Manager	195
Project Manager	215
Senior Project Manager I	235
Senior Project Manager II	255
Practice Area Leader - Engineering	275
Principal	325
CAD Technician I	120
CAD Technician II	125
CAD Technician III	130
CAD Technician IV	135
Design CAD Technician I	140
Design CAD Technician II	145
Senior Design CAD Technician	155
Project Coordinator	150
Assistant Design and Production Manager	170
Design and Production Manager	205
GIS Technician I	100
GIS Technician II	115
GIS Technician III	125
GIS Specialist	175
GIS Manager	180

Surveying

Survey Rod Person	\$ 55
Survey Instrument Person	80
Survey Party Chief	110
Survey Field Supervisor	145
Survey 1 Person GPS/Robotic Crew	155
CAD Operator	120
Survey CAD Technician	115
Senior Survey CAD Technician	145
Survey Project Manager/RPLS	210
Senior Survey Project Manager/RPLS	240
Practice Area Leader - Surveying	275

Construction Phase Services

Construction Inspector I	\$ 110
Construction Inspector II	120
Construction Inspector III	140
Contract Administrator	110
Contract Administration Manager	115
Assistant Construction Project Manager	165
Construction Project Manager	180
Senior Construction Project Manager	205
Practice Area Leader - Construction Phase Services	275

Planning and Visioning

Land Planner I	\$ 115
Land Planner II	130
Land Planner III	145
Land Planner IV	160
Planning Project Manager	180
Senior Planning Project Manager	200
Platting Coordinator	120
Senior Platting Coordinator	140
Platting Manager	180
Practice Area Leader - Planning and Visioning	275

Landscape Architecture

Project Landscape Designer	\$ 145
Registered Landscape Architect	185
Practice Area Leader - Landscape Architecture	275

General

Accounting Administrator	\$ 130
Bond Issue Supervisor	150
Administrative Assistant	105
Clerical	95

Other Direct Costs

Mileage	Cost
Delivery	Cost
Reprographics	Cost
Sub-Consultant Fees	Cost
Advertising	Cost
Plan Review Fees, Governmental Fees	Cost