



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, 2028. 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 Eight Hundred Twenty One Thousand Four Hundred Sixty Five and 00/100 Dollars (\$821,465.00) 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 \$821,465.00. 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 \$821,465.00 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 \$821,465.00.

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 shall 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, 4<sup>th</sup> Floor  
Richmond, Texas 77469

**And**

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

**If to Engineer:** **IDS Engineering Group, Inc.**  
13430 Northwest Freeway  
Suite 700  
Houston, Texas 77040

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

**IDS Engineering Group, Inc.**

*Carol D. Harrison*

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

Carol D. Harrison

\_\_\_\_\_  
Authorized Agent- Printed Name

Director of Public Works

\_\_\_\_\_  
Title

January 27, 2025

\_\_\_\_\_  
Date

**APPROVED:**

*J. Stacy Slawinski*  
\_\_\_\_\_  
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)



December 13, 2024

Fort Bend County Engineering  
c/o Mr. Zach Jacobson, PE, ENV SP  
BinkleyBarfield|DCCM  
1710 Seamist Drive  
Houston, Texas 77008

Reference: Proposal to Perform Professional Engineering and Surveying Services for  
Fort Bend County 2023 Mobility Bond Program  
Benton Road Segment 1, Project No. 23205  
IDS Project Number 0570-012-00

Dear Mr. Jacobson:

IDS Engineering Group respectfully submits this proposal for the above referenced project to include professional engineering, surveying, geotechnical, and drainage services.

The project scope includes design for approximately 3,200 linear feet of roadway widening along Benton Road from the south side of Irby Cobb Boulevard to the existing intersection with Ricefield Road. The Ricefield Road intersection will be designed and constructed by a private developer outside the scope of this contract.

The widening will include a 25-foot back-to-back concrete pavement section with curb and gutter to complete the second half of the boulevard as well as storm sewer system improvements. New sidewalks will be constructed along the west side of the road. The project also includes design of a parallel bridge crossing Dry Creek. It is intended that the proposed bridge will be designed to match the height of the existing bridge which was constructed prior to Atlas 14. An exception will need to be obtained from Fort Bend County if it does not meet the criteria for elevation above the floodplain.

The existing roadway does not have sufficient right-of-way for the proposed improvements. Additional right-of-way will be required and will be identified during the preliminary engineering phase.

The project will be prepared in accordance with the following documents provided by the Program Manager:

- Ft. Bend County Engineering Department – Engineering Design Manual March 2022\*
- Ft. Bend County Construction Details – March 2023\*

\* In the event changes to the Engineering Design Manual or Construction Details are made prior to final plan approval, IDS will review the changes and submit a proposal as appropriate.

This proposal is based on the project layout prepared by Fort Bend County referenced in Attachment A. Any changes to the layout after authorization may result in additional services. This proposal also assumes that

any decisions regarding design concepts will be made during the PER phase. Any changes to design concepts after the PER phase will result in additional services. The Scope of Services is briefly summarized below.

### **Basic Services**

#### ***Preliminary Engineering***

1. Geotechnical Engineering Services
  - a. Geotechnical Engineering Services will be provided by Atlas Geotechnical in accordance with Fort Bend County criteria.
  - b. Drill and sample a total of 10 soil borings to a depth of 20 feet within the storm sewer and new roadway alignment.
  - c. Drill and sample a total of 2 soil borings to a depth of 120 feet within the bridge foundation footprint.
  - d. Provide engineering analysis and recommendations in a geotechnical report.
2. Surveying
  - a. Basic Surveying Services
    - i. Survey Services will be provided by IDS Engineering Group in accordance with Fort Bend County criteria.
    - ii. Topographic survey within existing and proposed right-of-way at least 20 feet beyond the right-of-way on each side of the roadway. Structures in clear view and within 50 feet of the existing right-of-way should also be surveyed.
    - iii. Topographic survey of three cross sections along Dry Creek in the area of the proposed bridge
    - iv. Temporary benchmarks and baseline control should be set, both with 1,000-ft maximum spacing between points.
    - v. Provide PDFs of survey control map and control sketches.
    - vi. Found property corners should be documented.
3. Preliminary Engineering Design
  - a. Provide a preliminary engineering report as defined in the Ft. Bend County Engineering Design Manual. The report consists of the following: 30% Plan Sheets, Drainage analysis, ROW acquisitions required/Topographic Survey, Utility conflict assessment, Critical path items, Problem areas and potential resolutions, Permit and regulatory requirements, Construction Cost Estimate, and Geotechnical Report. Detention options will be presented as part of the report.
  - b. Coordinate with engineer responsible for proposed intersection improvements at the intersection of Ricefield Road to coordinate tie-in location.
  - c. Attend PER meeting with Fort Bend County Engineering. Major design changes and approval of concepts will be given during this phase.
4. Drainage Impact Study

IDS will provide professional engineering services to perform the preparation of a Drainage Impact Study evaluating the impacts of the roadway widening of Benton Road (Project # 23205) and construction of a second bridge over Dry Creek. The project is located adjacent to FBCMUD 152 and

land held by the City of Rosenberg. This adjacent land area is partially vacant and is the site of the City's regional detention facility.

IDS has consulted with FBC Drainage District (Mr. Vogler) to confirm the requirements of the impact study related to the establishment of the low chord for the new bridge and associated modeling.

Additionally, this impact study will confirm if stormwater detention for the widened section of paving is accounted for in the regional basin as in review of the 2015/2016 LJA Regional Basin hydrology and a previous IDS Impact Study, this area of the expanded right of way may have already been considered developed. Coordination with the City, FBCDDD and review of the various updated modeling since that time will be necessary. The task associated with this project will also include the analysis of existing detention capacity of the LJA Regional Basin as related to the +/- 19 acres of vacant land between the regional basin and the alignment of the planned expansion of Benton Road.

Specifically, our scope of services will include:

- a. Obtain data pertinent to the project such as LiDAR topographic data, on ground survey data, adjacent project drainage studies or reports, and record drawings. Coordinate with Fort Bend County Engineering (Rosenberg liaison), Fort Bend County Drainage District and other parties as directed.
- b. Evaluate the Dry Creek (LJA 2015/16 and newer) Dry Creek regional detention storage models (hydrologic) to ascertain the availability for stormwater detention volume for the additional lanes of Benton Rd and the +/- 19-acre tract to have service capacity in the adjacent Rosenberg regional basin. Detention should be based on the median considered as impervious.
- c. Perform a hydraulic analysis for the new bridge over Dry Creek. Per FBC Eng use same low chord as existing bridge and based upon the HEC-RAS model provided by FBCDD or as directed to use.
- d. Prepare a Drainage Impact Study with associated calculations, exhibits, and electronic models consistent with regulatory requirements for FBC most recent release of the drainage criteria manual. Submit to FBC and FBCDD for review and approval. Include statement for the variance to allow us to match the low chord of existing Benton Rd bridge.
- e. Additional Services options provided below as relates to need to provide new stormwater detention from the added lanes of Benton Road and in event the north adjacent segment of Benton Road needs to pass storm runoff through the IDS segment to Dry Creek.

### ***Final Plans (PS&E)***

1. Design Services
  - a. Prepare construction drawings in accordance with Fort Bend County Engineering Design Manual. Drawings will include 70%, 95%, and Final as outlined in the Ft. Bend County Engineering Design Manual. Provide associated FBC Submittal Checklist with each submittal.
  - b. This proposal assumes that a new storm sewer trunkline meeting Atlas 14 criteria will be required for the new roadway lanes as the existing trunkline was designed using TP 40 criteria.

- c. The proposal assumes that detention will be provided within the existing regional detention basin adjacent to the project area.
  - d. Bridge Design  
Benton Road is planned as a concrete 4-lane divided thoroughfare with sidewalks on the outside of the northbound and southbound lanes. In order to achieve the ultimate roadway configuration, the existing roadway and the bridge on Benton Rd at Dry Creek, which was added earlier in the project and has been carrying the 2-lane, 2-way traffic will carry only the Northbound traffic once the structural design and construction for the roadway and one (1) new bridge structure on the proposed Southbound Benton Rd at Dry Creek are completed. CivilCorp will provide the following engineering services for the bridge design:
    - i. Prepare Bridge Layout sheets for Southbound Benton Road bridges
    - ii. Prepare Foundation Design and Plan
    - iii. Prepare Abutment and Bent Details
    - iv. Prepare Framing Plan
    - v. Prepare Slab Layout and Details
    - vi. Prepare sealed bridge specifications
    - vii. Prepare general notes
    - viii. Review, select and prepare standards for beams, etc.
    - ix. Prepare Summary of Bridge Quantities
  - e. Provide the following documents for the project manual: Bid Form, Specification Table of Contents, Special Specifications, Summary of Work, Geotechnical Report and SWPPP (1 page narrative).
  - f. Provide Construction Cost Estimate utilizing the FBC identifiers and KMZ file with each submittal.
  - g. Submit plans to TDLR for review and approval of sidewalks. Register the project with Texas Department of Licensing and Regulation. Review plans and provide comments for adherence to Texas Accessibility Standards. Coordinate with the TDLR provider for the completion of the tasks. Scope of services includes preparation of forms, submittal of plans for review, and addressing any comments from review.
2. Utility Coordination
- a. IDS will research existing public and private utilities and send records requests to all utilities found during 811 call; prepare conflict table during Preliminary Design and update during Final Design; and submit milestone drawings to utility companies for their review.
  - b. No utility signatures will be required on drawings. Program Manager will be responsible for coordinating with utility companies for relocation of utilities in conflict with the approved design.
3. Project Management
- a. Coordination with subconsultants, Program Manager, and adjacent projects (if needed), prepare and update project schedules, and internal meetings.
  - b. Attend Bi-Weekly 30-minute meetings with the Program manager for the duration of the design stage.
  - c. Prepare and submit monthly status reports.

***Bid Phase Services***

- 1. Respond to questions from prospective bidders and issue addenda as necessary.

2. Attend pre-bid meeting.

#### ***Construction Phase Services (hourly)***

1. Attend pre-construction meeting.
2. Review submittals and respond to Requests for Information (RFIs).
3. Attend pre-construction meeting and prepare plan sets and project manuals for Contractor.
4. Provide construction phase services for review of shop drawings, product submittals, and response to RFI's as needed.
5. Participation in field visits and progress meetings is not required.
6. Participate in substantial completion inspection.
7. Prepare record drawings based on as-built drawings supplied by the Contractor.

#### ***Additional Services***

##### ***Drainage Impact Analysis Additional Services***

1. Additional Service #1 - Based upon findings in the Impact Study and direction from FBC, update the analysis to determine the necessary detention storage volume for the increase in runoff based upon Atlas 14 rainfall from the new lanes on Benton Road and the discharge of this related runoff in a separate storm sewer served by an independent detention basin.
2. Additional Service #2 - Based upon feedback from Mr. Vogler about the adjoining Benton Road section to the north of the IDS segment, that project reach does have some drainage constraints and may be better served to outfall to Dry Creek through the Project No. 23205 segment. If this is needed, IDS will support adjacent consultant in sizing of an outfall to Dry Creek and determine if additional detention volume needed for increase runoff due to Atlas 14 rainfall.
3. Additional Service #3 - If there is no volume in the existing regional basin for the +/-19 acres, consider an onsite detention basin or expansion of the regional basin to add stormwater mitigation volume to serve the +/- 19-acre tract. Expansion of the regional basin or construction of a new basin would be located near the northern end of the +/- 19-acre tract.

##### ***Storm Water Detention Design***

1. If it is determined that storm water detention is required for the widening of Benton Road, it is assumed that detention will be provided by expanding the existing regional basin.
2. IDS will prepare plans including detention basin plan, basin typical cross sections, point table, and required details.
3. Coordinate with Fort Bend County and City of Rosenberg for expansion of existing basin.

##### ***Surveying/SUE Services***

1. ROW Parcel Plans: Once ROW needs are determined and approved by the County, a Category 1A survey must be performed to produce the following. ROW documents will be paid for on a per-parcel basis.
  - a. Overall project map showing existing and proposed right-of-way.
  - b. Parcel map and metes-and-bounds description for each parcel to be acquired on the project.



- c. KMZ file showing existing right-of-way with ownership information, proposed takings with parcel numbers and a preliminary roadway layout.
2. Abstracting of all parcels to determine property ownership and existing right-of-way widths.
3. Detention Pond Survey
4. Flag ROW after Acquisition: Provide interim staking of right-of-way.
5. Re-establish control staking
6. Subsurface Utility Engineering (SUE) Quality Level A. IDS is assuming 3 test holes/pot holes to confirm the location and depths of existing utilities along the project limits.

### ***Platting Services***

1. Boundary Survey for 19-acre tract to establish boundary for plat.
2. Plat Preparation, Approvals & Recordation.  
Prepare preliminary and final plat (as appropriate) for the approximate 19-acre tract adjacent to Benton Road. Plat will consist of two reserves, Reserve A will serve the future Ft. Bend County Senior Center and be approximately 16 acres, Reserve B will be the corner of Benton Road and Ricefield Road and be approximately 3 acres. Plat will also define area to be dedicated for Benton Road right-of-way. Submit preliminary and final plat (as appropriate) to the Program Manager for coordination with City of Rosenberg, Fort Bend County, and Fort Bend County Drainage District ("FBCDD") for review and approval. Submit plat to Program Manager for coordination of signatures. Submit plat packages to the Program Manager for coordination with City of Rosenberg and Fort Bend County for plat recordation, including title report and tax certificates. Prepare metes and bounds descriptions for reserves and right-of-way area as identified on the plat.
3. Plat Monumentation – Property corner staking (one time only) in accordance with plat. Any re-staking, if requested by the Client, may be performed on an hourly or fixed fee basis as agreed to by the Client and IDS.

### **CLIENT'S OBLIGATIONS**

The Client agrees to provide the following items to IDS Engineering Group for preparation and recordation of the plat:

- Title Report or Planning Letter prior to beginning final plat preparation. This will be updated by the Client within 30 days of the date of submittal of plat for recordation.
- Tax certificates from MUD, IDS, and County.

### ***Project Milestones***

Project Milestone as detailed in "Ft. Bend County Engineering Design Manual" will include Preliminary Design, 70%, 95%, and 100% Submittals. A draft project schedule is included in Attachment C "Project Schedule."

All submittals will be made to the Program Manager, BinkleyBarfield|DCCM. BinkleyBarfield|DCCM will route plans to Fort Bend County Engineering for their review and approval. Additionally, BinkleyBarfield|DCCM will route plans to City of Rosenberg for review and approval.

## Exclusions

1. Any submittals other than those stated in Attachment B. Should additional submittals be requested, it will be billed as an additional service. An estimate of additional services will be provided upon request.
2. Preliminary Design and Final Design of intersection of Irby Cobb (unless roundabout services are authorized) and Ricefield Road.
3. Environmental services, including but not limited to, preliminary wetlands investigations and Phase 1 Environmental Site Assessment.
4. Design of detention basin and geotechnical borings and analysis to serve the adjacent +/- 19-acre development.
5. Traffic Impact Study or collection of Traffic Count Data.
6. Traffic Signal Design.
7. Preliminary and final design of roundabouts.
8. Design of bridge lighting.
9. Utility company signatures on completed drawings.
10. Materials Testing during Construction.
11. Review of the Contractor's means and methods of construction or safety procedures, which shall remain the sole responsibility of the Contractor.
12. Construction inspection services.
13. Construction management services, including processing of pay applications, change orders, etc.
14. Monthly status meetings and site visits during construction.

## Compensation:

IDS proposes to provide the services described above for the fees indicated below. A manhour estimate is included as Attachment D.

### Basic Services

#### ***Preliminary Engineering Phase:***

Geotechnical Engineering Services	\$ 37,410.00
Basic Surveying Services	\$ 37,000.00
Preliminary Design	\$ 67,015.00
Drainage Impact Study	\$ 56,110.00
Subtotal PER	\$ 197,535.00

#### ***Final Plans Phase***

Preparation of PS&E	\$ 311,247.50
Bridge Design	\$ 91,255.50

<b>Subtotal Basic Services</b>	<b>\$ 600,038.00</b>
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**Bid & Construction Phase Services (T&M)** **\$ 71,375.00**  
**Additional Services**

***Drainage Impact Analysis Additional Services***

Additional Service #1	\$ 12,105.00
Additional Service #2	\$ 9,505.00
Additional Service #3	\$ 6,815.00

***Stormwater Detention Design***

Final Design PS&E	\$ 28,740.00
Geotechnical Soil Borings for Detention Pond	\$ 12,902.00

***Surveying Services***

Project map with existing and proposed ROW	\$ 8,050.00
ROW Parcel Plans (Assume 4 Parcels at \$3,300 per Parcel)	\$ 13,200.00
Abstracting	\$ 2,500.00
Detention Pond Survey (assume expansion of existing regional basin)	\$ 3,180.00
Flag ROW after Acquisition (Assumes 2 site visits at \$2,550)	\$ 5,100.00
Re-Establish Control Staking	\$ 2,690.00
Subsurface Utility Engineering (SUE) QL A (Assume 3 test holes)	\$ 15,000.00

***Platting Services***

Boundary Survey for 19+/- acre tract	\$ 5,000.00
Platting - 19+/- acre tract	\$ 16,390.00
Plat Monumentation	\$ 2,000.00

**Total Additional Services** **\$ 143,177.00**

**Expenses (Estimated)**

TLDR Plan Review Fee	\$ 825.00
TDLR Inspection Fee	\$ 1,050.00
Reimbursable Plat Fees	\$ 5,000.00
<b>Subtotal Expenses (Estimated)</b>	<b>\$ 6,875.00</b>

**Total Cost Proposal** **\$ 821,465.00**

Basic Services will be performed for the lump sum fee amount shown above, billed monthly based on the percentage of work completed and milestone schedule. This proposal is subject to change if there are changes to the site plan or scope or after a period of four months from the above date unless authorized. Reimbursable expenses for reproduction and deliveries are included in our basic services fee. There are no

anticipated agency review fees, application or permit fees. Reimbursable expenses have been estimated for TDLR Plan Review and Inspection fees and will be billed at cost.

Attached to this proposal are the following items:

- Attachment A – Proposed Project Limits
- Attachment B - Conceptual Construction Cost Estimate
- Attachment C – Proposed Project Schedule
- Attachment D – Manhour Estimate
- Attachment E – Geotech Proposal
- Attachment F – Bridge Structure Proposal
- Attachment G – Survey Proposal

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Carol D. Harrison, P.E., PMP, ENV SP  
Director of Public Works



Travis S. Sellers, P.E., ENV SP  
Senior Vice President

#### Attachments

X:\0500\057001200 FBC Benton Road Seg 1\PM\010 Proposal\2024-12-10 Proposal\20241211-Proposal-Rev3-IDS-23205.docx

# Attachment A

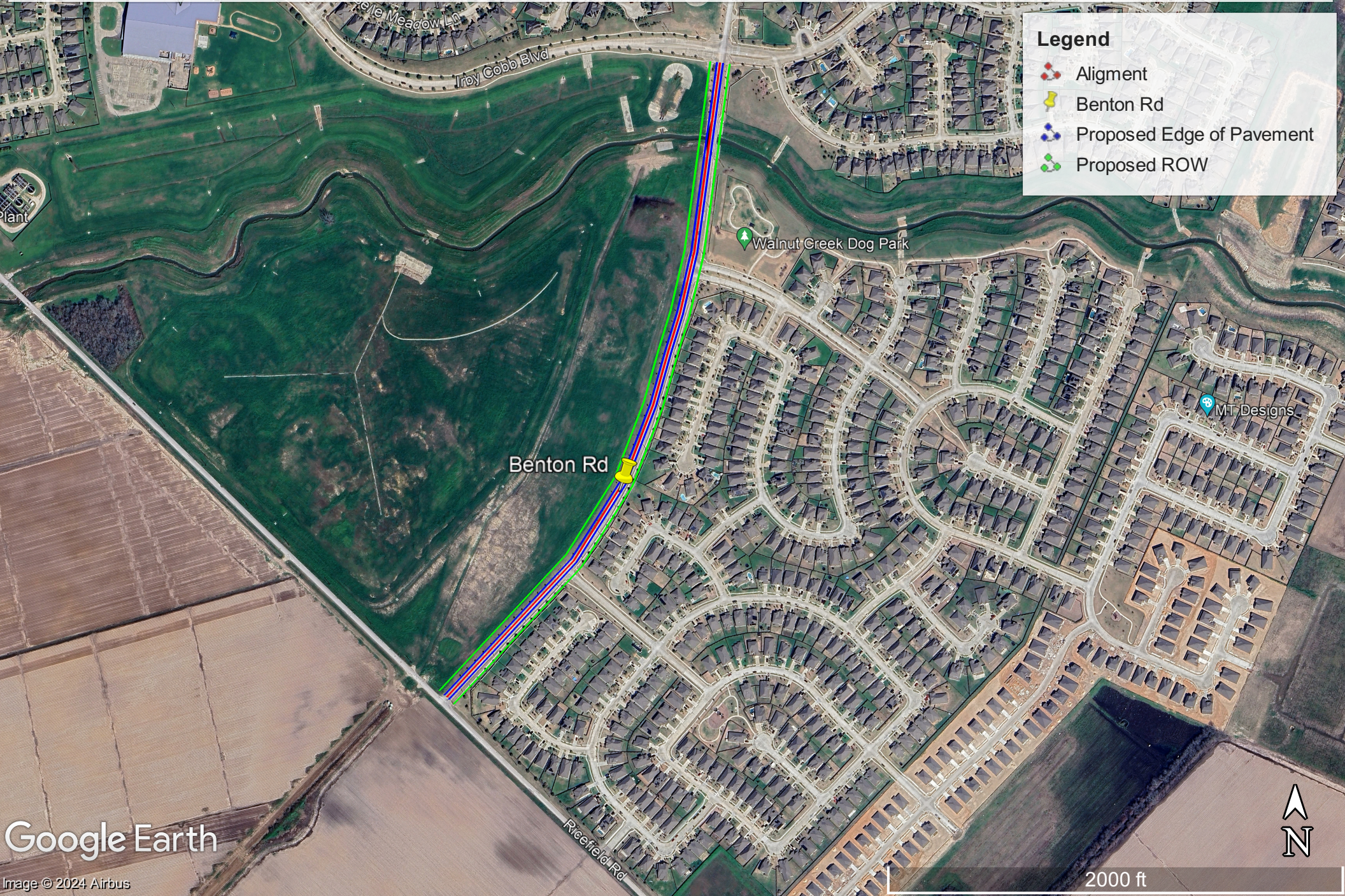
## Proposed Project Limits

### Project 23205



# 23205 - Benton rd

Widening the existing two-lane road to provide wider lanes for improved traffic flow. The project entails the reconstruction of the road surface to a width of 27 ft using concrete, along with the installation of curb, gutters, and reconstruction of Bridge. Additional sidewalk will be constructed on the west side of the road, enhancing pedestrian accessibility and safety. No ROW acquisition needed.





# Attachment B

## Conceptual Cost Estimate

### Project 23205

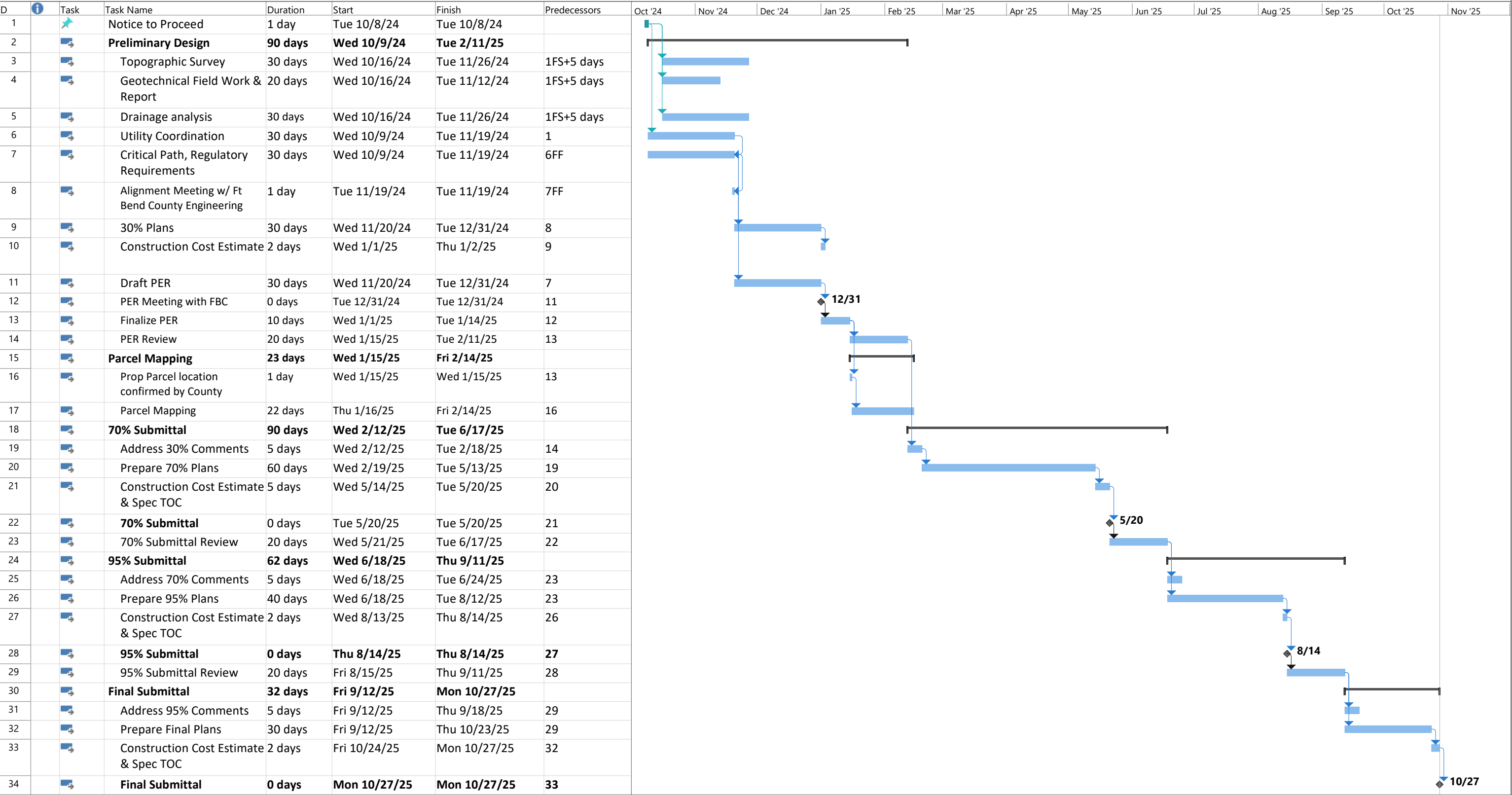
PROJECT NO:		23205		COST SUMMARY			
ROAD NAME:		Benton Rd - North		CONSTRUCTION	\$ 4,015,000		
ENTER LIMITS:		FROM: Irby Cobb TO: Ricefield		ENGINEERING			
ENTER LENGTH:		FEET = 3,200 STA = 32.0 MILES = 0.61		PROGRAM & ESCALATION			
				ENVIRONMENTAL			
				CM&I & CMT			
				RIGHT OF WAY & UTILITIES	\$ -		
SELECT ROADWAY TYPE		CONCRETE 2-LANE C&G (27' F-F)		TOTAL PROJECT BUDGET	\$ 4,015,000		
		NONE		OTHER CONTRIBUTIONS			
		NONE		COUNTY BOND AMOUNT	\$ 4,020,000		
DESCRIPTION:		Widening the existing two-lane road to provide wider lanes for improved traffic flow. The project entails the reconstruction of the road surface to a width of 27 ft using concrete, along with the installation of storm sewer system and reconstruction of Bridge. Additional sidewalk will be constructed on the west side of the road, enhancing pedestrian accessibility and safety. No ROW acquisition needed.					
				PREPARED BY:	Katlyn Dezarn, E.I.T.		
				REVISION DATE:	8/1/2024		
DESCRIPTION		UNIT	QTY	COST	AMOUNT	COMMENTS/ ASSUMPTIONS	
CONSTRUCTION		FACTORS					
A	SITE PREPARATION	Minor	0.7	STA 32.0	\$ 3,570.00	\$ 116,380	
EARTHWORK							
B	CONCRETE 2-LANE C&G (27' F-F)			STA 32.0	\$ 13,230.00	\$ 423,360	
	NONE			STA 0.0	\$ -	\$ -	
	NONE			STA 0.0	\$ -	\$ -	
				Total Earthwork	\$ 423,360		
C	PAVING						
	CONCRETE 2-LANE C&G (27' F-F)			STA 32.0	\$ 24,170.00	\$ 773,440	
	NONE			STA 0.0	\$ -	\$ -	
	NONE			STA 0.0	\$ -	\$ -	
				Total paving	\$ 773,440		
D	STORM SEWER	Yes		STA 32.0	\$ 29,500.00	\$ 944,000	
E	OPTIONAL ADDITIONAL STORM SEWER			STA 0.0		\$ -	
	DETENTION	EXISTING PAVEMENT WIDTH		FT 0			
F	TCP	None		AC FT 1.88	\$ -	\$ -	
G	SIGNING & PAVEMENT MARKINGS	Typical	1	STA 32.0	\$ 1,900.00	\$ 60,800	
H	TRAFFIC SIGNAL			STA 32.0	\$ 1,200.00	\$ 38,400	
I	SWPPP	Typical	1	EA 0.000	\$ 300,000.00	\$ -	
K	SIDEWALKS (5')	One Side	1	STA 32.0	\$ 984.42	\$ 42,870	
L	BRIDGE	Concrete Bridge		STA 32.0	\$ 4,200.00	\$ 134,400	
M	OPEN DITCH & CROSS CULVERTS			SF 5400	\$ 120.00	\$ 648,000	
N	RETAINING WALLS	MSE		STA 0.0	\$ 6,800.00	\$ -	
O	TRAFFIC ROUNDABOUT	None		SF 600	\$ 50.00	\$ 30,000	
P	DRIVEWAYS			EA -	\$ -	\$ -	
OTHER				EA 5,000.00	\$ -	\$ -	
OTHER				EA -	\$ -	\$ -	
OTHER				EA -	\$ -	\$ -	
PUBLIC UTILITIES							
	RELOCATE WATER DISTRIBUTION			STA -	\$ 1,500.00	\$ -	
	RELOCATE WATER TRANSMISSION			STA -	\$ 3,500.00	\$ -	
	RELOCATE SANITARY SEWER			STA -	\$ 6,500.00	\$ -	
	RELOCATE FORCE MAIN			STA -	\$ 6,500.00	\$ -	
CONTINGENCY (% x CONST ITEMS)		BUDGET		25%	\$	802,900	
SUBTOTAL CONSTRUCTION COST					\$	4,015,000	
RIGHT OF WAY & UTILITIES							
	DEVELOPED			SF -	\$ 5.00	\$ -	
	HARD CORNERS			EA -	\$ 5,000.00	\$ -	
	STRUCTURES			EA -	\$ 20,000.00	\$ -	
	ROW ACQUISITION COSTS			PARCEL 0	\$ 6,000.00	\$ -	
	PIPELINE RELOCATION (<8" )			EA -	\$ 500,000.00	\$ -	
	PIPELINE RELOCATION ( 8"-16" )			EA -	\$ 900,000.00	\$ -	
	PIPELINE RELOCATION (>16" )			EA -	\$ 1,200,000.00	\$ -	
	OTHER UTILITIES			BUDGET -	\$ -	\$ -	
CONTINGENCY (% x ROW & UTILITY COST )		BUDGET		25%	\$	-	
SUBTOTAL RIGHT OF WAY & UTILITIES					\$	-	
TOTAL PROJECT COST					\$	4,015,000	
COUNTY BOND AMOUNT					\$	4,020,000	



# Attachment C

## Proposed Project Schedule

### Project 23205



Date: Wed 9/11/24

# Attachment D

## Man Hour Estimate

### Project 23205

## Benton Road Segment 1

0570-012-00

DATE : December 10, 2024

**TOTAL:**      \$                                **449,637.50**

		PRIN	SR PM	MGR/ SENG	ENG/ EIT	SR PROD	PROD	ADMIN	TOTAL HOURS	COST/ SHIT	COST
ITEM #	DESCRIPTION	\$320.00	\$250.00	\$165.00	\$140.00	\$175.00	\$130.00	\$125.00			
Preliminary Design											
	Project Management, Internal Meetings	4	12	5	4	4			29		\$ 6,365.00
	Project External Design Meetings (Teams Meetings, 2 per month)	3	3		3				9		\$ 2,130.00
	Site Visit		5		5				10		\$ 1,950.00
	Geometry/Coordination with Adjacent Projects		8		12	8			28		\$ 5,080.00
1	7 Plan Sheets		14	14	28	42	42		140	\$ 3,220.00	\$ 22,540.00
	Preliminary Storm Sewer Calculations		2	4	12				18		\$ 2,840.00
	ROW Delineation/Coordination			3	4	3	4		14		\$ 2,100.00
	Critical Path, Problem Areas, Permit/Reg Requirements		6		6	10					\$ 3,890.00
	Utility Conflict Assessment			2	12	3	10	10	37		\$ 5,085.00
	Construction Cost Estimate		2	4	12				18		\$ 2,840.00
	KMZ (30%)				1	1			2		\$ 245.00
	Preliminary Engineering Report		4	8	40			8	60		\$ 8,920.00
	PER Meeting		4	4	8			2	18		\$ 3,030.00
Sub-Total Preliminary Design		7	60	50	151	61	56	20	383		\$ 67,015.00

## FINAL DESIGN

### Plan Production Phase

Utility Coordination									
	Private Utility Submittals - 30%, 70%, 95%, Final				12		12	24	\$ 3,180.00
	Utility ID/Utility Conflict Table (70%, 95%, Final)	18	36					54	\$ 8,010.00
	Relocation Coordination	6	40			3	49		\$ 9,965.00
	<b>Sub-Total Utility Coordination</b>	<b>24</b>	<b>88</b>			<b>15</b>	<b>127</b>		<b>\$ 18,155.00</b>

## Project Manual/Specifications

QTO/CCE											
	Quantity Take Off & Construction Cost Estimate (70%, 95%, Final)		12		36				48	\$ 2,680.00	\$ 8,040.00
	Sub-Total QTO/CCE		12		36				48		\$ 8,040.00

### Project Management/Meetings (Design Phase)

TOTAL FINAL DESIGN	48	194	209	424	498	484	29	1885	\$ 311,247.50
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### Bid and Construction Phase

TOTAL		\$ 449,637.50
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## Drainage Impact Study

ADDITIONAL SERVICES	
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## Drainage Impact Analysis Additional Service #1

	Determine needed detention storage volume
--	---

Drainage Impact Analysis Additional Service #2												
--	--	--	--	--	--	--	--	--	--	--	--	--

	In support of adjacent segment of Be
--	--------------------------------------

Drainage Impact Analysis Additional Service #3

	In support of +/- 19-acre developmen
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## Storm Water Detention Design (PS&E)

# Attachment E

## Geotechnical Proposal

### Project 23205



15740 Park Row, Suite 200  
Houston, Texas 77084

December 12, 2024

Travis S. Sellers, P.E., ENV SP  
IDS Engineering Group  
13430 Northwest Freeway, Suite 700  
Houston, Texas 77040

Subject: Geotechnical Engineering Study for  
23205 - Benton Road Segment 1  
Rosenberg, Texas  
Proposal No. 24-08636 Revision 1

Dear Mr. Sellers:

Atlas Technical Consultants, LLC appreciates the opportunity to submit this proposal for Geotechnical Engineering Services. This proposal was requested by you on August 15<sup>th</sup>, 2024, and is prepared based on the scope presented in this proposal.

The purpose of this study will be to explore subsurface soil conditions at the project site to provide geotechnical recommendations for the design and construction of the roadway widening of Benton Road. The roadway widening includes two new lanes and a storm sewer system. Also included in the widening will be a new bridge to replace the existing bridge spanning the existing creek. **As an optional scope, a detention pond is being considered for construction.** The proposed widening will be located on Benton Road from Irby Cobb to Ricefield Road in Rosenberg, Texas.

We have assumed the drilling sites will be accessible during field work. Atlas will place the One-Call (DIGTESS) for the location of existing utilities within the site; however, it is the owner's responsibility to provide the location of all private underground utilities in the vicinity of the boring locations. Atlas cannot accept responsibility for damaging any utility not located by the owner, DIGTESS and by others. Should unusual soil and/or rock conditions or undocumented fill be encountered at the site that indicates broadening the scope of the study, Atlas will contact the owner before proceeding with any additional work. Should the preliminary site plan change the boring locations may need to be revised.

### **FIELD EXPLORATION**

We propose to drill a total of ten (10) soil borings: eight (8) borings to a depth of twenty (20) feet below ground surface within the storm sewer and new roadway footprint and two (2) soil borings to a depth of one-hundred-and-twenty (120) feet, within the bridge foundation footprint, respectively. **As an optional scope, we proposal to drill two (2) soil borings to a depth of twenty-five (25) feet below**

**ground surface within the proposed detention pond area and a piezometer to a depth of ten (10) feet below the design pond elevation.** The borings will be drilled using a buggy-mounted drill rig and support vehicle.

The relative density/consistency of the soil will be determined in general accordance with the use of the Standard Penetration Test (SPT) (ASTM D 1586) and/or Shelby tube (ASTM D 1587).

We plan to use a buggy-mounted drilling rig to advance the test borings. Undisturbed cohesive soil samples will be obtained using 3-inch diameter thin-walled tube samplers pushed into the soil. Non-cohesive soil samples will be obtained using split-barrel samplers used in conjunction with the standard penetration test (SPT). Groundwater readings will be obtained as the boring is advanced and following completion of drilling, as possible.

Atlas field personnel or client's representative will mark the boring locations using hand-held GPS or normal taping procedures. Both methods provide an accuracy of 20 to 50 feet. Locations will be shown on the plan of borings, when a site plan becomes available. Precise surveying of boring locations and elevations is not included in the cost estimate. At the completion of drilling operations, borings will be backfilled with soil cuttings at the surface.

## **LABORATORY TESTING**

The engineering properties of the soil and/or rock will be evaluated in the laboratory using tests performed on selected representative samples. The samples will be visually examined and classified. Considering the nature of the project, we recommend the following tests be performed for our study:

1. Moisture content
2. Liquid and plastic limit (Plasticity Index-PI)
3. Percent passing a No. 200 sieve
4. Soil Classification according to USCS
5. **Unconsolidated-undrained (UU) – Optional**
6. **Unconfined compression (UC) – Optional**
7. **Consolidated-undrained (CU) – Optional**

## GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT

The field and laboratory data will be analyzed to develop geotechnical recommendations. An engineering report will be prepared to include the following:

1. Plan of borings, boring logs, and groundwater conditions at the boring locations;
2. Laboratory test results;
3. General soil and discussion of the site geology;
4. Evaluation of the swell characteristics of the soils;
5. Design recommendations for:
  - Earthwork;
  - **Slope stability analysis (optional)**
  - Foundation Design Recommendations; and
  - Pavement construction recommendations based on assumed traffic load data.

One electronic copy of the report will be provided unless otherwise requested.

## COST ESTIMATE AND ANTICIPATED SCHEDULE

Based on the scope of work outlined herein, the cost of the Geotechnical Engineering Study will be on a lump sum basis of **\$37,410.00**. **The optional additional scope for the detention pond study following Harris County Flood Control District (HCFCD) Geotechnical Investigation Guidelines will be on a lump sum basis of \$12,902.00.** The cost shown will not be exceeded without prior approval from the client or the scope of work has changed from its original version. This cost is not applicable after 90 days from the date of this proposal and does not include costs incurred to access the site if the site is inaccessible for a truck mounted drill rig and support vehicle.

The fieldwork, lab testing, and engineering report should take around 6 to 8 weeks to complete upon notice to proceed. Please be advised that unfavorable weather could delay the anticipated report.

In the event you find this proposal acceptable, please review, sign, and return the Client Services Agreement attached with this proposal.



We appreciate the opportunity of submitting this proposal and look forward to working with you on this project. If you have any questions, please feel free to call us.

Sincerely,

**Atlas Technical Consultants, LLC**  
TBPE Firm Registration No.19813



Sergio Flores, P.E.  
Geotechnical Practice Team Manager

Attachments: Fee Schedule  
Pond Fee Schedule (Optional)

**Geotechnical Engineering Study  
Fee Schedule**

Atlas Technical Consultants, LLC  
15740 Park Row, Suite 200  
Houston, Texas 77084



Client: IDS Engineering Group  
Project: 23205 - Benton Road Segment 1  
Location: Rosenberg, Texas  
Date: December 12, 2024

Geotechnical Investigation	Fee	Qty	Estimate
Geotech Borings Per Foot	\$ 30.00	400	\$ 12,000.00
Drill Rig Mobilization/demobilization	\$ 500.00	2	\$ 1,000.00
Support Truck travel to/from site to lab	\$ 250.00	3	\$ 750.00
Field Penetration Test/ Shelby Tube	\$ 20.00	112	\$ 2,240.00
<b>Laboratory Tests</b>			
Atterberg Limits	\$ 80.00	60	\$ 4,800.00
Classification of soils (inc washed grad)	\$ 80.00	60	\$ 4,800.00
Moisture content	\$ 12.00	100	\$ 1,200.00
<b>Technician / Engineering</b>			
Technician Hourly	\$ 70.00	40	\$ 2,800.00
Technician Overtime Hourly*	\$ 105.00	0	\$ -
EIT	\$ 100.00	40	\$ 4,000.00
Senior Geotech Hourly	\$ 185.00	20	\$ 3,700.00
Administrative/Clerical (1hr minimum monthly)	\$ 60.00	2	\$ 120.00
<b>Estimated Total</b>			<b>\$ 37,410.00</b>

\* Hourly rates apply portal to portal, between 8:00 am and 5:00 pm, Monday through Friday.  
Overtime rates will be applied when services are provided outside of the before mentioned hours.

**Geotechnical Engineering Study  
Pond Fee Schedule - Optional**

Atlas Technical Consultants, LLC  
15740 Park Row, Suite 200  
Houston, Texas 77084



Client: IDS Engineering Group  
Project: 23205 - Benton Road Segment 1  
Location: Rosenberg, Texas  
Date: December 12, 2024

<b>Geotechnical Investigation</b>	<b>Fee</b>	<b>Qty</b>	<b>Estimate</b>
Geotech Borings Per Foot	\$ 30.00	50	\$ 1,500.00
Drill Rig Mobilization/demobilization	\$ 500.00	1	\$ 500.00
Support Truck travel to/from site to lab	\$ 250.00	1	\$ 250.00
Field Penetration Test/ Shelby Tube	\$ 20.00	16	\$ 320.00
Piezometer	\$ 1,500.00	1	\$ 1,500.00
<b>Laboratory Tests</b>			
Atterberg Limits	\$ 80.00	4	\$ 320.00
Classification of soils (inc washed grad)	\$ 80.00	4	\$ 320.00
Moisture content	\$ 12.00	6	\$ 72.00
Unconsolidated-undrained (UU)	\$ 500.00	2	\$ 1,000.00
Unconfined compression (UC)	\$ 200.00	2	\$ 400.00
Consolidated-undrained (CU)	\$ 1,700.00	1	\$ 1,700.00
<b>Technician / Engineering</b>			
Technician Hourly	\$ 70.00	15	\$ 1,050.00
Technician Overtime Hourly*	\$ 105.00	0	\$ -
EIT	\$ 100.00	20	\$ 2,000.00
Senior Geotech Hourly	\$ 185.00	10	\$ 1,850.00
Administrative/Clerical (1hr minimum monthly)	\$ 60.00	2	\$ 120.00
<b>Estimated Total</b>			<b>\$ 12,902.00</b>

\* Hourly rates apply portal to portal, between 8:00 am and 5:00 pm, Monday through Friday.  
Overtime rates will be applied when services are provided outside of the before mentioned hours.

# Attachment F

## Bridge Design Proposal

### Project 23205

November 11, 2024

Mr. Travis S. Sellers  
Senior Vice President  
IDS Engineering Group  
13430 Northwest Freeway, Suite 700  
Houston, Texas 77040

**Re: Bridge Design for Benton Road over Dry Creek  
Professional Civil Engineering Services Proposal**

Dear Mr. Sellers:

CivilCorp, LLC would like to thank IDS Engineering Group for the opportunity to work and partner on this project. In accordance with your request and our scoping discussions, CivilCorp submits this proposal to the IDS Engineering Group for Professional Civil Engineering Services for the bridge design of the new Southbound Benton Road Bridge at Dry Creek in Fort Bend County, Texas.

**PROJECT DESCRIPTION**

IDS Engineering Group serves as the Engineer for the Walnut Creek Subdivision in Fort Bend MUD #152 in Fort Bend County, Texas. Benton Road has been extended south from A. Meyer Road to Ricefield Road in the City of Rosenberg's ETJ and City Limits. The City of Rosenberg designated Benton Road as a proposed major thoroughfare on their Major Thoroughfare Plan. Benton Road is planned as a concrete 4-lane divided thoroughfare with sidewalks on the outside of the northbound and southbound lanes. In order to achieve the ultimate roadway configuration, the existing roadway and the bridge on Benton Rd at Dry Creek, which was added earlier in the project and has been carrying the 2-lane, 2-way traffic will carry only the Northbound traffic once the structural design and construction for the roadway and one (1) new bridge structure on the proposed Southbound Benton Rd at Dry Creek are completed. The project scope will entail plan document preparation to facilitate the bidding and construction of the project.

***SCOPE OF SERVICES***

CivilCorp will provide IDS Engineering Group with the following engineering services for the project:

**Benton Road at Dry Creek**

***Bridge Design***

- Prepare bridge Layout sheets for Southbound Benton Road bridges
- Prepare Foundation Design and Plan
- Prepare Abutment and Bent Details
- Prepare Framing Plan
- Prepare Slab Layout and Details
- Prepare sealed bridge specifications
- Prepare general notes
- Review, select and prepare standards for beams, etc.
- Prepare Summary of Bridge Quantities

**Bidding**

- Provide assistance and response to questions during bidding process

**Project Management**

- Attend progress meetings (3 estimated)
- Perform QA/QC

**SERVICES NOT INCLUDED WITHIN THE SCOPE OF SERVICES:**

The following services have not been included within the above scope of services:

1. Topographic Surveying
2. Environmental Documentation
3. Hydrologic and Hydraulic Analysis
4. Geotechnical Investigation and Engineering
5. Dry Creek backslope interceptor design
6. Traffic Control Design
7. Signing & Pavement Marking Design
8. Utility engineering (water, sewer, etc.)
9. Utility research and coordination
10. Design of phased construction for bridges
11. Aesthetic design of bridge railing or other features
12. Construction Administration and Inspection
13. Design of bridge lighting

CivilCorp, LLC could provide these services to IDS Engineering Group, if desired. These services would be developed under a separate proposal.

**SCHEDULE**

The schedule for the bridge design will be coordinated with IDS Engineering Group to ensure the project schedules are met. The schedules for surveying and geotechnical engineering sub-consultants will set the bridge design schedule. We are available and have the manpower to begin this work upon notification to proceed and obtaining the survey and proposed roadway geometric data.

\*CivilCorp is not responsible for delays beyond its control.

**COMPENSATION**

Payment and compensation for the above Scope of Services is to be on a lump sum basis, except for Bidding and Direct Expenses, which will be on a time and materials basis. CivilCorp will prepare monthly invoices for services rendered. A budget in the amount of **\$ 91,350.00** is established for this agreement and will not be exceeded without prior authorization by IDS Engineering Group.

<u>Services</u>	<u>Cost</u>
<b><u>Benton Road at Dry Creek</u></b>	
Bridge Design (Northbound)	\$ 78,870.00
Bidding	\$ 4,500.00
Project Management and Coordination	\$ 6,290.00
Direct Expenses	<u>\$ 1,595.50</u>
<b>Total Fee:</b>	<b>\$ 91,255.50</b>

All work will be closely coordinated with IDS Engineering Group. Thank you for the opportunity to submit this proposal. If you are in agreement with the services and related fee contained in this proposal and wish to proceed, please sign on the space provided and return an executed copy to my attention that will serve as the Notice to Proceed.

If you have any questions or require additional information, please don't hesitate to call me. We are looking forward to working with you on this project.

Very truly yours,

**CivilCorp, LLC**

**IDS Engineering Group**

A handwritten signature in blue ink that reads "Thomas C. Kuykendall Jr." with a stylized flourish at the end.

Thomas C. Kuykendall, Jr., PE  
Vice President

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FEE SCHEDULE EXHIBIT D (CivilCorp LLC)**

PROJECT NAME: BENTON RD AT WALNUT CREEK

LOCATION: WALNUT CREEK, ROSENBERG

METHOD OF PAY: LUMP SUM

PRIME PROVIDER NAME: IDS Engineering Group

**3-SPAN NORTHBOUND BRIDGE**

TASK DESCRIPTION		SUPPORT MANAGER MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER in TRAINING (ET)	ENGINEERING TECHNICIAN	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	NO OF DWGS	HRS PER SHEET
		\$ 238.00	\$ 232.00	\$ 187.00	\$ 156.00	\$ 115.00	\$ 108.00	\$ 98.00	\$ 96.50			
<b>PROJECT MANAGEMENT AND COORDINATION</b>												
1	COLLECT AND REVIEW DATA	4	6	6		8				24	N/A	N/A
2	COORDINATION MEETING	8								8	N/A	N/A
HOURS SUB-TOTALS		12	6	6	0	8	0	0	0	32	0	
CONTRACT RATE PER HOUR		\$238.00	\$232.00	\$187.00	\$156.00	\$115.00	\$108.00	\$98.00	\$96.50			
<b>SUBTOTAL</b>		\$2,856.00	\$1,392.00	\$1,122.00	\$0.00	\$920.00	\$0.00	\$0.00	\$0.00	\$6,290.00		
<b>BRIDGE DESIGN</b>												
1	BRIDGE LAYOUT (ASSUMING 3 SPAN CONSTANT WIDTH)	2	4	8		16		24		54	1	54
2	SUMMARY OF BRIDGE QUANTITIES AND ELEVATIONS	2	2	4		8		8		24	1	24
3	FOUNDATION DESIGN USING BORING LOGS	1	2	8		8				19	N/A	N/A
4	FOUNDATION PLANS AND DETAILS	1	4	8		8	16	24		61	2	31
4	ABUTMENT DESIGN	1	4	8		12	24	36		85	N/A	N/A
4	ABUTMENT DETAILS	1	4	8		12	24	36		85	3	28
5	BENT & COLUMN DESIGN	1	4	8		12	18	24		67	N/A	N/A
5	BENT DETAILS	1	4	8		12	18	24		67	3	22
6	FRAMING PLAN	1	4			16	16	20		57	2	29
6	SLAB DESIGN AND DETAILS	1	4			16		20		57	2	29
7	BEAM DESIGN	1	1	4		4		8		18	1	18
9	STANDARD SHEETS SELECTION	2	2	4		4				12	12	1
9	SPECS AND ESTIMATE	2	2	4		8				16	N/A	N/A
HOURS SUB-TOTALS		17	41	72	0	136	132	224	0	622	27	
CONTRACT RATE PER HOUR		\$238.00	\$232.00	\$187.00	\$156.00	\$115.00	\$108.00	\$98.00	\$96.50			
<b>SUBTOTAL</b>		\$4,046.00	\$9,512.00	\$13,464.00	\$0.00	\$15,640.00	\$14,256.00	\$21,952.00	\$0.00	\$78,870.00		
<b>BIDDING</b>												
1	PROVIDE ASSISTANCE AND RESPONSE TO QUESTIONS DURING BIDDING PROCESS	8	4	4		8				24	N/A	N/A
HOURS SUB-TOTALS		8	4	4	0	8	0	0	0	24	0	
CONTRACT RATE PER HOUR		\$238.00	\$232.00	\$187.00	\$156.00	\$115.00	\$108.00	\$98.00	\$96.50			
<b>SUBTOTAL</b>		\$1,904.00	\$928.00	\$748.00	\$0.00	\$920.00	\$0.00	\$0.00	\$0.00	\$4,500.00		
<b>SUBTOTAL LABOR EXPENSES</b>										<b>\$89,660.00</b>		

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Lodging/Hotel - Taxes and Fees	day/person	\$45.00		\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person			\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person			\$0.00
Mileage	mile	Current IRS Rate	150.00	\$100.50
Parking	day	\$30.00	2.00	\$60.00
Toll Charges	each	\$50.00	2.00	\$100.00
Overnight Mail - oversized box	each	\$100.00		\$0.00
Courier Services	each	\$45.00		\$0.00
Photocopies B/W (11" X 17")	each	\$0.25	400.00	\$100.00
Photocopies B/W (8 1/2" X 11")	each	\$0.15	250.00	\$37.50
Photocopies Color (11" X 17")	each	\$1.25	250.00	\$312.50
Photocopies Color (8 1/2" X 11")	each	\$1.00	250.00	\$250.00
Plots (B/W on Bond)	per sq. ft.	\$1.00		\$0.00
Plots (Color on Bond)	per sq. ft.	\$1.75	100.00	\$175.00
Presentation Boards 30" X 40" Color Mounted	each	\$100.00		\$0.00
Report Printing	each	\$80.00	5.00	\$400.00
Report Binding and tabbing	each	\$10.00	5.00	\$50.00
USB Flashdrive (up to 34 GB)	each	\$10.00	1.00	\$10.00
<b>Subtotal Direct Expenses</b>				<b>\$1,595.50</b>

SUMMARY	
TOTAL LABOR COST	\$89,660.00
OTHER DIRECT EXPENSES	\$1,595.50
<b>GRAND TOTAL</b>	<b>\$91,255.50</b>



# Attachment G

## Survey Proposal

### Project 23205

## 1. Surveying

### a. Basic Surveying Services

#### i. **Topographic Survey** – \$22,400.00

1. Provide topographic observations within the existing and proposed right-of-way of Benton Road in accordance with Fort Bend County criteria (+/- 3,200 feet). We will survey at least 20 feet beyond the right-of-way on each side of the roadway and include structures in clear view and within 50 feet of the existing right-of-way.
2. Provide topographic observations for three (3) cross sections along Dry Creek in the area of the bridge.

*Deliverable:* CAD file (AutoCAD .dwg format) along with ASCII point file.

#### ii. **Control** - \$9,600.00

1. Temporary Benchmarks and Baseline Control will be set, both with a 1,000-foot maximum spacing between points.
2. Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83
3. Vertical Control shall be based on the nearest National Geodetic Survey (NGS) Marker, NAVD 1988.

*Deliverable:* Survey Control Map and three-point sketches, signed and sealed by a Texas RPLS.

#### iii. **Establish Boundary** - \$5,000.00 + tax = 5,412.50

1. Establish boundary and Existing ROW for platting.

*Deliverable:* CAD file (AutoCAD .dwg format) along with ASCII point file.

## 2. Additional Services

### i. **Right-of-Way Parcel Plans** -

1. Overall project map with Existing/Proposed ROW - \$8,050.00
2. Proposed ROW metes & bounds with exhibits - \$3,300/parcel

*Deliverable:* Signed, sealed, and dated right-of-way maps of the existing and proposed rights-of-ways on 22" X 34" sheets; PDFs of metes & bounds descriptions with accompanying map;

### ii. **Abstracting** – \$2,500.00

1. Provide Abstractor's Certificates (title reports) which include ownership, liens, easements, and restrictions for each tract.

### iii. **Detention Pond Survey** - \$3,180.00

1. Additional topographic observations of detention pond

### iv. **Flag ROW after acquisition** - \$5,100.00

1. Provide interim staking of right-of-way for clearing, parcel acquisition and utility relocation prior to construction of roadway improvements with an one re-stake at the direction of the owner.

### v. **Baseline Staking/ Re-Establish Control** - \$2,690.00