

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Pool Hill Road Segment 1– Project No. 23110)

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 HJ Consulting, Inc. ("Engineer"), a Texas corporation. County and Engineer may be referred to individually as a "Party" or collectively as the "Parties."

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

WHEREAS, County desires for Engineer to provide professional engineering services for design and reconstruction of the existing 2-lane roadway with roadside ditches and all necessary appurtenances along Pool Hill Road from Hunt Road to Rogers Road under Mobility Bond Project No. 23110; 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 December 2, 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, 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 Nine Hundred Sixteen Thousand Eight Hundred Twenty-Six and 00/100 Dollars (\$916,826.00). 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 Nine Hundred Sixteen Thousand Eight Hundred Twenty-Six and 00/100 Dollars (\$916,826.00). 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 Nine Hundred Sixteen Thousand Eight Hundred Twenty-Six and 00/100 Dollars (\$916,826.00). 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 Nine Hundred Sixteen Thousand Eight Hundred Twenty-Six and 00/100 Dollars (\$916,826.00).

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, 4th Floor
Richmond, Texas 77469

And

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

If to Engineer: **HJ Consulting, Inc.**
Attn: _____
4771 Sweetwater Blvd., Suite 254
Sugar Land, Texas 77479

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

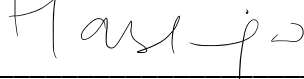
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

HJ CONSULTING, INC.



Authorized Agent= Signature

Harish Jajoo, PE

Authorized Agent- Printed Name

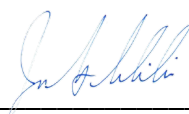
President

Title

01-31-2025

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)



December 2, 2024

“EXHIBIT A” – Scope of Services

Pool Hill Road Segment 1

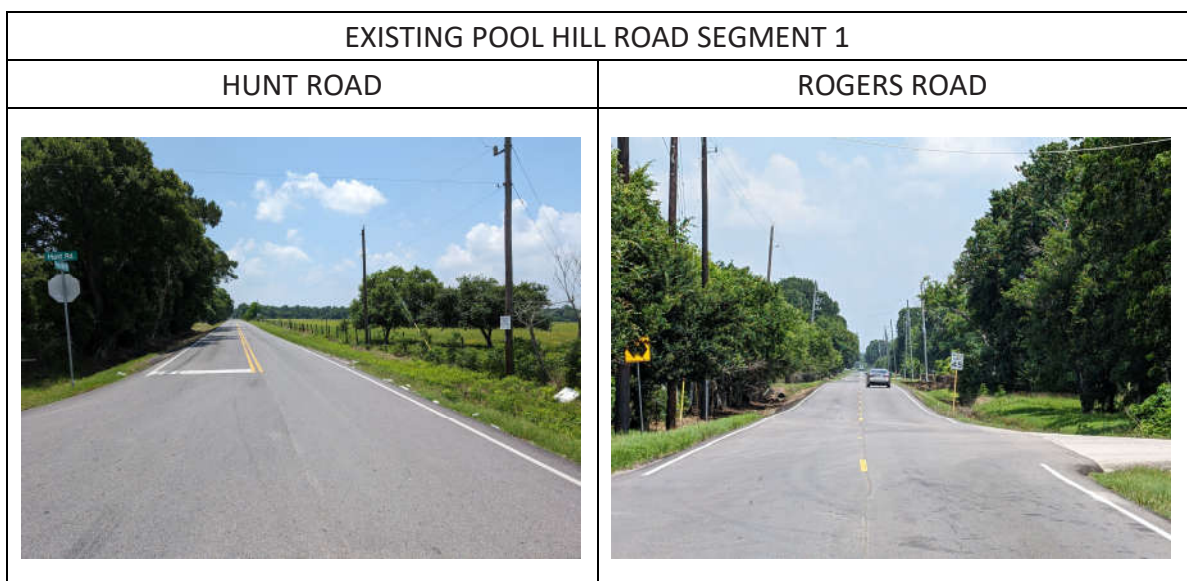
Hunt Road to Rogers Road, Precinct 1

FBC Project # 23110

Fort Bend County has requested a proposal to provide professional engineering services (Preliminary Engineering Phase and Design Phase Services) for the design and reconstruction of the existing 2-lane asphalt roadway with roadside ditches to proposed 2-lane concrete curb & gutter half boulevard section, storm sewers, detention, drainage outfalls, and all necessary appurtenances from Hunt Road to Rogers Road, utilizing the latest FBC standards.

PROJECT LIMITS AND DETAILS:

1. Develop existing 2 lane roadway with roadside ditches into 2 lane curb and gutter half boulevard section with storm sewers.
2. Tie into the proposed roadway improvements along Pool Hill Road Segment 2, Hunt Road, and Rogers Road.
3. The flow from the storm sewers will be directed to proposed detention pond(s), with ultimate outfall to Brookshire Creek.



Civil Engineers | Construction Managers

4771 Sweetwater Boulevard, Suite 254, Sugar Land, Texas 77479
832-338-3202 (C) | 832-553-3103 (F) | www.hjconsultinginc.com

Pool Hill Road Segment 1, FBC Precinct 1

Proposal for Professional Engineering Services

December 2, 2024

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ROADWAY ALIGNMENT:

The proposed Pool Hill Road will generally run from Hunt Road at the north to Rogers Road at the south. The alignment is generally straight. Right of way restrictions posed by any structures will be considered for the design. Sight triangles will be developed at all the existing intersections. The proposed improvements along Pool Hill Road Segment 1 will be tied to the proposed improvements along Pool Hill Road Segment 2, Rogers Road Segment 2, and Hunt Road Segment 3.

We propose to perform the following services as per attached submittal schedule (Exhibit B), for a contract lump sum fee of **\$916,826** per attached fee proposal (Exhibit C).

BASIC SERVICES:

PRELIMINARY DESIGN PHASE:

The Preliminary Engineering Phase Report shall serve as a summary document that incorporates the recommendations from supporting investigative reports, results from the working meeting with Fort Bend County, necessary approvals, and final recommendations from the Consultant's efforts. The document will serve as the framework for the design phase, having addressed the major issues that affect the roadway design and supporting infrastructure.

The primary goals of Preliminary Engineering Phase are:

1. Establish a typical cross section and cross sections in non-standard areas.
2. Positively determine right-of-way acquisition needs.
3. Determine potential conflicts with existing facilities.
4. Identify critical path items.
5. Identify problem areas and potential resolution(s).
6. Determine permit and regulatory requirements.
7. Prepare a reasonable construction cost estimate.
8. Prepare a "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 annotations.
9. Prepare preliminary design review checklist.

Pool Hill Road Segment 1, FBC Precinct 1

Proposal for Professional Engineering Services

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The Preliminary Engineering Phase includes, but is not limited to the following major tasks:

- Review and Research existing conditions from the field visits and existing record drawings (to be confirmed with the topographic survey)
- Send Utility requests to the Utility companies and prepare Preliminary Utility Conflict Table
- Obtain Record Drawings from other entities as required for the project
- Creating existing Base maps
- Initiate Roadway Geometry
- Approved Geotechnical Reports
- Signed and Sealed Topographic Survey
- Exhibits and Drawings
- Construction Cost Estimate
- Coordination with sub-consultants
- Coordination with Drainage Engineer

We will follow the latest Fort Bend County Design Guidelines and Standards for this project.

The Preliminary Engineering Phase shall include the preparation and approval of reports necessary to support the recommendations and design of the roadway and all appurtenances included, along with Geotechnical Investigations. The Drainage Impact Study will be performed by a Drainage Engineer assigned by FBC in another contract.

Environmental Site Assessments, Wetlands Assessments, Delineation, Concurrence/Permitting and associated tasks are not in the scope of this project. The FBC will be responsible for these tasks, if deemed necessary.

HJ will coordinate with sub-consultants as necessary throughout the project. HJ will coordinate with adjoining project consultants for proper transitions.

HJ will coordinate with Drainage Engineer and provide them with existing and proposed drainage areas, calculations, exhibits and meet with them as required.

The Proposed Roadway geometry will be evaluated and the preliminary alternatives for the alignment and Proposed Right-of-Way (ROW) Acquisition will be presented to Fort Bend County during the preliminary stages of the PER.

The Preliminary Engineering Phase shall include working meetings with Fort Bend County and other consultants/sub-consultants for the project. During this phase, a

Pool Hill Road Segment 1, FBC Precinct 1

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Topographic Survey will be performed, and the existing conditions will be evaluated including roadway geometrics, soils, and environmental conditions. In addition, during this phase parcels should be defined.

Utility companies within the project limits will be contacted and coordinated for obtaining the facility maps and record drawings available and a contact list for the utility companies and a Utility Conflict Table will be prepared. Roadway Schematics and Aerial Exhibits will be prepared for review.

The existing water line and sanitary sewer line along the project (if any) may need to be relocated to accommodate the project. Coordination will be made with Fort Bend County MUD #216, and Fort Bend County MUD #220 for relocation and approval process and recommendations/options will be provided in PER.

Proposed improvements will include Roadway Geometry, Pavement Structure, Storm Sewer system, Detention options, and Preliminary Phasic of Traffic Control Plans. A Preliminary Construction Cost Estimate will be prepared and included in the Preliminary Engineering Report.

At the Client Presentation meeting, the Consultant shall present the working draft of the Preliminary Engineering Phase Letter Report including exhibits, supporting reports, and final recommendations. Any issues identified during the Consultant's work effort to get to this project stage that require a decision from Fort Bend County should be presented at this meeting for confirmation prior to finalizing the Preliminary Engineering Report such that approval can be granted upon report submittal.

Exhibits/Attachments shall include:

- **Aerial Exhibit**
 - Provide an exhibit that shows the project limits and surrounding features. Identify notable features of interest, including drainage channels, floodplains, pipelines, roadways, future roadway alignments shown on the Fort Bend County's Major Thoroughfare Plan, latest available aerial photographs, and developments.
- **Schematic Layout of Roadway**
 - Provide a plan view layout with sufficient detail to ensure that the final design can be constructed without any major issues. The schematic layout shall be as a KMZ file and identify ROW parcels to be taken. The schematic should show the pavement marking concept so that traffic movements can be considered and reviewed during the Preliminary Engineering Phase. Provide the proposed typical sections on the schematic. Typical Sections

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shall be drawn at 1"=20' horizontal and 1"=2' vertical scale on 11"x17" sheets.

- **Cost Estimates**

- Provide a preliminary construction cost estimate for the final recommendation provided in the Preliminary Engineering Report.

- **Utility Tables**

- The consultant shall coordinate with utility companies that have existing facilities in or adjacent to project limits. The coordination shall include:
 - Perform research of records 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 utilities.

- **Level D SUE**

- Identify all existing utilities within the existing and proposed rights-of-way. Provide list of existing utilities with owner and contact information. Coordinate with the utility companies and provide information and schematics, as necessary.
- Identify major utilities that will potentially require relocation. Major utilities are defined pipelines, concrete incased conduits, or other utilities of this nature. Overhead power lines, small gas service lines and other lines of this nature as not a concern. Provide a table of the existing utilities. The table shall include ID number for the potential conflicts, stations at the left right-of-way, the centerline, and right-of-way, the owner of the utility, contact name, address, phone number, and email address, any notes such as it may be in possible conflict. The table shall also include clearances from overhead or underground utilities to the proposed roadway features noting utility diameters and clearances from the utility to proposed feature (depth top utility to proposed finished grade elevation).
- Identify any utilities that are within dedicated easements that will be within the proposed right-of-way.

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- **Sight Distance**

- The consultant shall investigate sight distance restrictions and general operating conditions of all existing and proposed intersections along Gaines Road within the project limits.
- Sight distance restrictions will be investigated, and Approach and Departure Site Triangles will be developed for the intersections for determining the safe passing distance and stopping sight distance for the traffic.

Survey Scope of Services:

The Surveyor is to provide surveying services Beginning at the intersection of Pool Hill Rd and Hunt Rd and proceeding South along Pool Hill Road to the intersection of Rogers Road a distance of 5,400 feet. The Intersections shall be tied a distance of 300 feet in each direction for a total approximate length of 7,200 linear feet. Survey shall conform to Fort Bend County Engineering Design Manual, March 2022 edition.

1. Existing Right of Way Mapping:

- a. Project abstracting; without the benefit of a title company, obtain deeds of records and plats relating to Pool Hill Road, adjoining tracts, and intersecting roadways.
- b. Establish the existing right-of-way of the Pool hill Road and intersecting roadways.
- c. Prepare existing right-of-way map of the project, meeting TSPS Category 2 Route survey in PDF format.
- d. Prepare Survey Control Sheets to be delivered in PDF format
- e. Prepare .kml or .shp files as needed for GIS submission of the existing right-of-way.

2. Topographic Surveying for Pool Hill Road:

- a. Establish horizontal and vertical control (baseline and Temporary Bench Mark) at intervals not to exceed 1,000 feet. CivilCorp shall coordinate with adjoining project surveyors and design consultants to confirm a single datum is utilized for control.
- b. CivilCorp shall prepare right of entry agreements to allow for field work outside of the right-of-way, short of litigation. Letters will be sent via regular mail or certified mail to landowners as listed by the Fort Bend County Central Appraisal District.
- c. Cross sections shall be taken at 100 foot intervals and extend 20 feet beyond the proposed right-of-way line where accessible. The topographic survey is to

Pool Hill Road Segment 1, FBC Precinct 1

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include edge of pavements, driveways, signs, mailboxes, traffic signals, sidewalks, pavement markings, etc. Structures in clear view and within 100 feet of the existing right-of-way should be surveyed. Crossing drainage channels will be profiled and cross sectioned up and down stream. Existing underground utilities will be collected as marked by other as well as visible surface features. Overhead utilities will be indicated. Gravity sanitary and storm sewers will be located as to top of manholes and inlets, flow line elevations, type, size, and direction of pipes. Water lines will be located by tops of valves, fire hydrants (flush valves) and visible surface features.

- d. CivilCorp shall perform a Texas 811 One Call for the project limits. All public utility, private utility and pipeline providers will be contacted via the current utility coordination process and all on-site utility markings and other information provided to CivilCorp by these utility and pipeline providers will be collected by standard survey methods and incorporated into the topographic survey base map.
- e. CivilCorp shall prepare a TSPS Category 6, Condition 2 Topographic Survey delivered in PDF format.
- f. A 2D and 3D survey base map including a digital terrain model or surface will be created and delivered utilizing MicroStation Open Roads Designer, release 10.12 or other agreed to version.

3. Subsurface Utility Engineering (Quality Level B) Utility/Pipeline Investigations:

- a. The survey will conform to the requirements set forth in the manuals titled, "CI/ASCE 38-22, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data," established by the American Society of Civil Engineers (ASCE). The Survey shall perform such investigations, research, and other activities necessary to identify any potential utility/pipeline conflicts within the project, including but not limited to: Locating and identifying all existing utilities/pipelines including casings and vent pipes within the existing and proposed rights-of-way, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others, and providing Subsurface Utility Engineering Quality Level B effort to locate all subsurface utilities within the existing and proposed project limits.
- b. CivilCorp will undertake research to obtain the most current available record information concerning the location of underground utilities within the project limits.
- c. CivilCorp will perform a review of the data collected and correlate the record information by utility type and location. CivilCorp will create digital copies of plans provided in hard-copy format and provide them.

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- d. CivilCorp will prepare an updated plan that will depict the results and findings of the SUE Investigation. The SUE investigative tasks will be QA/QCed by the operations and/or project manager.

Optional Additional Services:

4. Construction Services:

- a. Check and/or re-set project control referenced to the project baseline and stake the proposed right-of-way limits immediately prior to construction.

5. Additional Services:

- a. Prepare TSPS Category 1A, Condition 3 Land Title Survey- Prepare survey drawing and metes and bounds description in accordance with Fort Bend county Guidelines for property acquisition and add parcels to the existing right-of-way maps
- b. Perform a topographic survey of the proposed detention pond (location to be determined) approximately 1 acre in size. Prepare surface and include with deliverables listed above. Based on an area that is generally open with little to no tree or brush cover to restrict the survey

Geotechnical Scope of Services:

Furnished information indicated that the exiting two lane asphalt road will be converted to a Four-Lane Concrete Road. The total length of the project is about 5,400 feet.

Fort Bend County Engineering Design Manual (May 2021) will be adopted for this project:

1. Drilling and sampling one (1) boring at a depth of 15 feet every 500 feet along the road alignment. A total of 12 borings will be drilled.

The scope of our services was specified based on Fort Bend County and Harris County stands and specifications:

1. Drilling and sampling (12) borings to a depth of 15-feet at proposed road alignment.
2. Obtaining continuous soil samples to a depth of 12 feet.
3. Earth Engineering will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).

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4. Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include: pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, Unconsolidated-Undrained Triaxial test, California Bearing Ratio (CBR), and OMD Standard Compaction as deemed appropriate.
5. Utilizing the results of observations both in the field and in limited laboratory tests, Earth Engineering will author a report that will include the following subjects:
 - soil stratigraphy: soil encountered up to 15 feet
 - groundwater conditions and groundwater control during construction
 - develop design recommendations for the proposed bayou bridge foundations including bearing piles capacity curves.
 - Provide scour analysis and recommendations.
 - develop design recommendations for the underground utilities. The recommendations will include buried structures such as manhole etc.
 - classify the soils types in accordance to FBC requirements based on the characteristics of the soils along the alignment
 - recommend the utilities bedding in accordance with FBC standards and specifications
 - present subgrade stabilization option such as lime/fly-ash for cohesion-less soils and lime for cohesive soils
 - recommend construction considerations, as deemed necessary
 - recommend back-fill material specifications
- Incorporating all of the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.

We anticipate that the total project duration will be 60 working days.

FINAL DESIGN PHASE:

The design phase of the project shall consist of the preparation of completely approved construction documents that reflect the approved Preliminary Engineering Report recommendation accepted by Fort Bend County.

The Design shall build upon the framework identified in the Preliminary Engineering Report and include roadway design, profiles, drainage system and appurtenances, details, and the bid documents necessary for a complete design review. The submittal shall be considered final and ready for construction, barring minor comments from Fort Bend County.

The Design Submittal shall address all comments from the Preliminary Engineering Phase of the project. The Design Submittal shall include the submittal of the construction ready Plans on 11"x17", Specifications, and a Cost Estimate (PS&E) in accordance with FBCED requirements.

The design phase shall also include the coordination of utilities. The coordination shall include, but not limited to:

- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings.
- Utility Conflict Table to be updated during the Final Design Phase as required. Refer to Appendix C, Fort Bend County Utility Conflict Table template.
- Submit milestone level drawings to applicable utility companies for their review.

The design submittal includes the following milestones:

- **70% Submittal (1st Submittal):**
 - A. A digital copy (PDF) of the drawings, specifications, and estimate shall be submitted to the Program Manager.
 - B. The submittal shall consist of:
 - Coversheet with a 70 percent interim seal
 - Sheet Index
 - General Notes
 - Existing and Proposed Typical Sections
 - Project Layout Sheet
 - Survey Control

Pool Hill Road Segment 1, FBC Precinct 1

Proposal for Professional Engineering Services

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- ROW (Existing and Proposed) Sheet
 - Horizontal Alignment Data
 - Roadway Plan and Profile Sheets
 - Drainage Area Map with Hydraulic Calculations
 - Detention Plan
 - Traffic Control Plan
 - Signing and Striping Plan
 - Storm Water Pollution Prevention Plan
 - Cross Sections (100 foot intervals w/earthwork calcs)
 - Specifications Table of Contents per Fort Bend County Specification Table of Contents Template (Harris County Specifications, TxDOT Specifications, and others to be used as necessary depending on the jurisdiction).
 - Construction Cost Estimate (PDF and Excel Format)
 - Bid Form (PDF and Excel Format)
 - 70% Plans on 11"x17" Sheets with Electronic PDF files, and KMZ file of existing conditions and current design
 - Submit drawings for regulatory permit and utility reviews
 - 70% Review Checklist
- **95% Submittal (2nd Submittal):**
 - A. A digital copy (PDF) of the drawings, specifications, and estimate shall be submitted to the Program Manager.
 - B. The 95 percent submittal should be considered complete with 95 percent interim seal, and shall include all of the 70 percent requirements plus the following:
 - Responses to 70 percent comments
 - Standard Construction details per Fort Bend County construction details, and others to be used as per necessary depending on the jurisdiction.
 - Construction cost Estimate (PDF and Excel Format)
 - Project Manual with Bid Form (PDF and Excel Format), Specifications Table of Contents, Special Specifications or Conditions, and Contract Documents Excluded
 - 95% Review Checklist

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Proposal for Professional Engineering Services

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- **Final Submittal:**

- A. A digital copy in PDF of the drawings (signed and sealed)
- B. The 100 percent submittal should be considered ready for project advertisement and shall include the following:
 - Responses to 95 percent comments
 - Construction cost estimate (PDF and Excel Format)
 - Project Manual with Bid Form (PDF and Excel Format), Specifications Table of Contents, Special Specifications or Conditions, and Contract Documents Excluded
 - 100% Review Checklist

The design phase shall also include the design (if needed) of any water line or sanitary sewer relocation (Optional additional services), and the coordination of private utilities. The coordination shall include, but not limited to:

- Perform research of records 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 drawing
- 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. Refer to Appendix C, Fort Bend County Utility Conflict Table template.
- Submit milestone-level drawings to applicable utility companies for review
- Meet with the utility companies and provide information and plans, as necessary.
- Provide any documentation as necessary and assist Fort Bend County in entering into an agreement with the utility companies for the relocation of the facility.
- Obtain approval from the Fort Bend County for all requests made by utility companies prior to implementing changes.

Pool Hill Road Segment 1, FBC Precinct 1

Proposal for Professional Engineering Services

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Additional Considerations for the Design Phase are:

1. These services shall be performed in accordance with the latest Fort Bend County Design Guidelines.
2. The pavement elevation shall be set in accordance with the Fort Bend County Guidelines, or from coordination with FBCED if there are any special circumstances.
3. The pavement section shall be designed in accordance with the Guidelines. The results of the coring tests will be utilized to verify that the existing concrete pavement meets the Fort Bend County guidelines.
4. The drainage design shall be designed in accordance with FBCDD Drainage Criteria Design Manual and TxDOT (if required).
5. All the CAD work will follow Fort Bend County design standards.
6. Plan and profile sheets will be created for a scale of 1" = 40' for horizontal and 1" = 4' for vertical with all the references attached and shown as per the Fort Bend County design requirements for all submittals and the Final Submittal will be a Standard 11" x 17".
7. Standard Sheets per Fort Bend County as provided on the website.
8. Driveway width and location should match existing when feasible. Also, driveways should meet Fort Bend County Regulations for Subdivisions, Section 7 requirements. The centerline station and percent grade shall be indicated on the drawings for all driveways.
9. Any public utilities in conflict with the road construction will be adjusted/relocated in this phase.

Traffic Control Plans (TCP):

The Traffic Control Plans will be prepared per Fort Bend County Standards and per the latest Texas Manual on Uniform Traffic Control Devices.

As the project anticipates for construction of the new concrete pavement over existing pavement, the Traffic control plan can be phased to use the existing pavement for one-way traffic.

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Signing and Pavement Marking Plans (SPM):

The Signing and Pavement Marking Plans will be prepared per Fort Bend County Engineering Department Standards and per the TxDOT Standards, if applicable.

Storm Water Pollution Prevention Plans (SWPPP):

The Storm Water Pollution Prevention Plans will be prepared per Fort Bend County Standards and will follow TPDES General Permit # TXR150000 requirements. The drawings will be prepared based on Fort Bend County Criteria.



**Preliminary Design Schedule
Pool Hill Road Segment 1
FBC Project #23110**

HJ Consulting, Inc.
"Exhibit B"

POOL HILL ROAD SEGMENT 1

Project Start:

Sat, 2/1/2025

Display Week:

1

Project Start:					
Display Week:					
ID	TASK	PROGRESS	DURATION	START	END
	Preliminary Design Phase	Cal Days	137	1-Feb-25	18-Jun-25
1	Notice to Proceed			1-Feb-25	1-Feb-25
2	Project Coordination and Meetings	4		1-Feb-25	6-Feb-25
3	Data Collection/Meetings/NTP (Subconsultants)	5		3-Feb-25	10-Feb-25
4	Topographic Survey & Existing ROW Maps (Signed and Sealed)	45		3-Feb-25	7-Apr-25
5	FBC Review and Field Topo Survey Verification Site Visit	4		10-Apr-25	16-Apr-25
6	Key Maps, Vicinity Maps and Other Maps	5		17-Apr-25	25-Apr-25
7	Develop Proposed Alignment	4		10-Apr-25	16-Apr-25
8	Geotechnical Investigation	60		3-Feb-25	29-Apr-25
9	Evaluate Existing Pavement	5		7-Apr-25	14-Apr-25
10	Evaluate Existing Conditions/Geometry	10		7-Apr-25	22-Apr-25
11	30% Roadway Plans	30		8-Apr-25	21-May-25
12	Drainage Study	50		10-Feb-25	22-Apr-25
13	Preliminary Utility Information Table	30		8-Apr-25	21-May-25
14	Preliminary Utility Conflict List	30		8-Apr-25	21-May-25
15	Preliminary ROW Acquisition Table	5		21-May-25	29-May-25
16	Preliminary ROW Map	5		29-May-25	5-Jun-25
17	Preliminary Construction Cost Estimate	5		21-May-25	29-May-25
18	Identify Problem Areas and Potential Resolution	5		21-May-25	29-May-25
19	Identify Permit and Regulatory Requirements	5		21-May-25	29-May-25
20	Engineer QA/QC and Incorporate Comments	5		21-May-25	29-May-25
21	Submit Draft Preliminary Engineering Report			30-May-25	30-May-25
22	Client Presentation Meeting with Fort Bend County			13-Jun-25	13-Jun-25
23	Fort Bend County Review (Review of Exhibits Presented)			13-Jun-25	13-Jun-25
24	Incorporate Fort Bend County Comments	4		16-Jun-25	23-Jun-25
25	Finalize Pending Items/Issues	2		16-Jun-25	18-Jun-25
26	Submit Final Preliminary Engineering Report			18-Jun-25	18-Jun-25
27	Study Phase Duration	Work Days	96	1-Feb-25	18-Jun-25
28	Acceptance of Study Phase Report by Fort Bend County	10		18-Jun-25	3-Jul-25



Final Design Schedule
Pool Hill Road Segment 1
FBC Project #23110

POOL HILL ROAD SEGMENT 1

Project Start:

Thu, 7/3/2025

Display Week:

1

Display Week: 1						30-Jun	7-Jul	14-Jul	21-Jul	28-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	29-Sep	6-Oct	13-Oct	20-Oct	27-Oct	3-Nov	10-Nov	17-Nov	24-Nov	1-Dec	8-Dec	15-Dec	22-Dec	29-Dec	5-Jan	12-Jan	19-Jan	26-Jan	2-Feb	9-Feb	16-Feb	23-Feb	2-Mar	9-Mar	16-Mar	23-Mar	30-Mar			
ID	TASK	PROGRESS	DURATION	START	END	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M			
	Final Design Phase	Cal Days	203	3-Jul-25	22-Jan-26																																											
1	Notice to Proceed			3-Jul-25	3-Jul-25																																											
2	Project Coordination and Meetings		2	3-Jul-25	8-Jul-25																																											
3	Address 30% Comments		9	8-Jul-25	21-Jul-25																																											
4	Proposed ROW Maps (Metes and Bounds)		20	8-Jul-25	5-Aug-25																																											
5	Traffic Control Schematics (Develop Phases and Steps)		15	8-Jul-25	29-Jul-25																																											
6	Drainage Area Maps & Hydraulic Calculations		5	21-Jul-25	28-Jul-25																																											
7	Detention Plans and Calculations		5	28-Jul-25	4-Aug-25																																											
8	Horizontal Alignment Data Sheet		2	21-Jul-25	23-Jul-25																																											
9	Plan and Profile Sheets		25	21-Jul-25	25-Aug-25																																											
10	Demolition Plans		25	21-Jul-25	25-Aug-25																																											
11	Traffic Control Phasing Presentation/Review Meeting (if reqd)			30-Jul-25	30-Jul-25																																											
12	Traffic Control Plans		15	30-Jul-25	20-Aug-25																																											
13	Project Layout Sheet		5	25-Aug-25	2-Sep-25																																											
14	Typical Sections		10	25-Aug-25	9-Sep-25																																											
15	Cover Sheet		2	25-Aug-25	27-Aug-25																																											
16	Index of Sheets		2	27-Aug-25	29-Aug-25																																											
17	Fort Bend County Standard Sheets		2	25-Aug-25	27-Aug-25																																											
18	Storm Water Pollution Prevention Plan		5	2-Sep-25	9-Sep-25																																											
19	Cross Sections and Earthwork Calculations		10	25-Aug-25	9-Sep-25																																											
20	Specification Table of Contents		3	2-Sep-25	5-Sep-25																																											
21	Bid Form with Estimated Unit and Total Costs		5	2-Sep-25	9-Sep-25																																											
22	Engineer QA/QC and Incorporate Comments		5	9-Sep-25	16-Sep-25																																											
23	1st submittal to Fort Bend County (70% Submittal)			17-Sep-25	17-Sep-25																																											
24	Fort Bend County Review		15	18-Sep-25	10-Oct-25																																											
25	Update Drawings for 2nd Submittal		20	13-Oct-25	10-Nov-25																																											
26	Signing and Pavement Marking Plans		10	13-Oct-25	27-Oct-25																																											
27	General Notes		2	10-Nov-25	13-Nov-25																																											
28	Update Construction Cost Estimate		2	10-Nov-25	13-Nov-25																																											
29	Assemble and Update Project Manual		2	13-Nov-25	17-Nov-25																																											
30	Engineer QA/QC and Incorporate Comments		5	13-Nov-25	20-Nov-25																																											
31	2nd submittal to Fort Bend County (95% Submittal)			21-Nov-25	21-Nov-25																																											
32	Fort Bend County Review		15	24-Nov-25	17-Dec-25																																											
33	Update Drawings and Project Manual for Final Submittal		20	18-Dec-25	21-Jan-26																																											
34	Final Signed and Sealed Submittal to Fort Bend County			22-Jan-26	22-Jan-26																																											
35	Final Design Phase Duration	Work Days	136	3-Jul-25	22-Jan-26																																											



"EXHIBIT C" - Compensation for Professional Services

Project Name: *Pool Hill Road Segment 1*

Project Limits: Hunt Road to Rogers Road

FBC Project # 23110

BASIC SERVICES

1 Preliminary Design Phase (Lumpsum)		\$ 264,925.00
	Preliminary Design Subtotal	\$ 199,335.00
	Project Management Subtotal	\$ 64,590.00
	Other Expenses Subtotal	\$ 1,000.00
2 Final Design Phase (Lumpsum)		\$ 434,480.00
	Drawings & Documents Subtotal	\$ 360,260.00
	Project Management Subtotal	\$ 72,470.00
	Other Expenses Subtotal	\$ 1,750.00
3 Survey (Subconsultant: CivilCorp)		\$ 118,576.00
	Existing Right of Way Mapping	\$ 51,301.00
	Topographic Surveying	\$ 55,751.00
	SUE Level B Utility/Pipeline Investigations	\$ 11,524.00
4 Geotechnical (Subconsultant: Earth Engineering)		\$ 31,839.00
	Geotechnical Investigation for Road Alignment	\$ 31,839.00
Sub-Total Basic Services (1-6):		\$ 849,820.00



"EXHIBIT C" - Compensation for Professional Services

Project Name: *Pool Hill Road Segment 1*

Project Limits: Hunt Road to Rogers Road

FBC Project # 23110

OPTIONAL ADDITIONAL SERVICES

5 Right of Way Acquisition (Approximate) (Subconsultant: CivilCorp)	\$ 52,900.00
Parcel Meets & Bounds with Abstracting and Title Research (23	
Parcels (Approx) @ \$2300/Parcel	\$ 52,900.00

6 Survey Staking (Subconsultant: CivilCorp)	\$ 9,200.00
Construction and Proposed ROW staking	\$ 9,200.00

7 Detention Survey (Subconsultant: CivilCorp)	\$ 4,906.00
Topographic Survey of Prop Detention Pond (Location TBD)	\$ 4,906.00

Sub-Total Optional Additional Services (9-12) \$ 67,006.00

TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL): \$ 916,826.00



**POOL HILL ROAD SEGMENT 1
HUNT ROAD TO ROGERS ROAD
FBC PROJECT# 23110
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR PRELIMINARY DESIGN, DECEMBER 2024**

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
PRELIMINARY DESIGN											
1	Maps										
1.1	Project Location Map	1					1	4		5	\$ 555.00
1.2	Alignment Exhibit with Aerial Map	2		1	1	4	8	12		26	\$ 3,540.00
1.3	Drainage Area Map	2		1	1	4	8	12		26	\$ 3,540.00
1.4	Sight Triangle Exhibit	2		1	1	4	8	12		26	\$ 3,540.00
1.5	Right of Way Exhibit	2		1	1	4	8	12		26	\$ 3,540.00
1.6	FEMA FIRM Map	1		1	1		2	4		8	\$ 1,190.00
2	Narrative										
2.1	Introduction, Limits, Purpose and Scope			1	1	8	8		4	22	\$ 3,280.00
2.2	Existing Conditions			2	1	12	12		4	31	\$ 4,795.00
2.3	Proposed Improvements			4	1	16	24		4	49	\$ 7,665.00
3	Right of Way Acquisition Needs			4	1	12	24			41	\$ 6,665.00
4	Identify Potential Conflicts with Facilities and Utilities			4	1	8	16			29	\$ 4,885.00
5	Utility Conflicts List			2		8	16			26	\$ 4,110.00
5.1	Public water and sewer Private utilities and pipelines				2		16			18	\$ 2,610.00
6	Identify Critical Path Items										
6.1	Level 1 schedule with Design, ROW, Bidding, and Construction			2		4	4			10	\$ 1,790.00



POOL HILL ROAD SEGMENT 1
HUNT ROAD TO ROGERS ROAD
FBC PROJECT# 23110
HJ CONSULTING, INC.

LEVEL OF EFFORT FOR PRELIMINARY DESIGN, DECEMBER 2024

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
7	Identify Problem Areas and Potential Resolution			4	2	8	16			30	\$ 5,110.00
8	Identify Permit and Regulatory Requirements			4	1	8	16			29	\$ 4,885.00
9	Preliminary Construction Cost Estimate			4	2	6	8	16		36	\$ 5,360.00
10	Preliminary Drainage Design		2	8	4	48	80			142	\$ 22,950.00
11	Preliminary Detention Pond Design		2	8	4	16	24	32		86	\$ 13,150.00
12	Preliminary Roadway Design		4	24	6	96	60			190	\$ 34,150.00
13	30% Plans (11"x17" Sheets)										
13.1	Existing Typical Section	1		1	1	8		16		26	\$ 3,580.00
13.2	Proposed Typical Section	1		2	1	16		16		35	\$ 5,255.00
13.3	Plan & Profile	13									
12.3.1	Existing Features in Plan & Profile			2	2	13	39	78		134	\$ 16,730.00
12.3.2	Minor Annotations			6	2	26	39	65		138	\$ 18,740.00
14	Incorporate review comments (Draft to Final)		4	8	4	24	32	40	8	120	\$ 17,720.00
PRELIMINARY DESIGN SUBTOTAL		25	12	95	41	353	469	319	20	1309	\$ 199,335.00



**POOL HILL ROAD SEGMENT 1
HUNT ROAD TO ROGERS ROAD
FBC PROJECT# 23110
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR PRELIMINARY DESIGN, DECEMBER 2024**

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
PROJECT MANAGEMENT											
15	Field Visit (Investigations and Findings)			6		12	12			30	\$ 5,370.00
16	Coordination for Survey		8	12		16	16			52	\$ 10,860.00
17	Coordination for Geotechnical		2	4		4	6			16	\$ 3,260.00
18	Coordination with Drainage Engineer (provide existing and proposed drainage areas, calculations, exhibits, meetings)		8	24		24	16	24		96	\$ 18,080.00
19	Coordination with Public Utilities		2	16		12				30	\$ 7,150.00
20	Coordination with Centerpoint Energy, AT&T, Comcast and Other (Private Utilities)			8		12	12		8	40	\$ 6,520.00
21	Project Management and Meetings (Includes Study Phase Meetings)		4	32		16			6	58	\$ 13,350.00
PROJECT MANAGEMENT SUBTOTAL			24	102		96	62	24	14	322	\$ 64,590.00
OTHER EXPENSES											
22	Printing/Plotting/Copying										\$ 400.00
23	Mileage/Postage/Courier										\$ 600.00
OTHER EXPENSES SUBTOTAL											\$ 1,000.00
TOTAL HOURS			36	197	41	449	531	343	34	1631	
TOTAL ESTIMATE			\$11,700	\$54,175	\$9,225	\$78,575	\$71,685	\$36,015	\$2,550		\$ 264,925.00



**POOL HILL ROAD SEGMENT 1
HUNT ROAD TO ROGERS ROAD
FBC PROJECT# 23110
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR FINAL DESIGN, DECEMBER 2024**

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
FINAL DESIGN											
DRAWINGS & DOCUMENTS											
1	Cover Sheet	1		1	1	1		4		7	\$ 1,095.00
2	Sheet Index	1		1	1	2	2	8		14	\$ 1,960.00
3	General Notes	2		1	1	2	2	8		14	\$ 1,960.00
4	Typical Sections	2		2	1	2	4	8		17	\$ 2,505.00
5	Drainage Area Maps	4		6	2	12	20	40		80	\$ 11,100.00
6	Plan and Profile Sheets (Roadway)	13		6	3	20	39	65		133	\$ 17,915.00
6.1	Roadway Design			6	3	30	80	64		183	\$ 25,095.00
6.2	Intersection Details/Layouts	2		6	2	12	36	80		136	\$ 17,460.00
6.2	Street/Driveway Connection Details and Calculations	1		4	1	12	24	24		65	\$ 9,185.00
6.3	Drainage Design & Calculations	4		8	4	32	64	64		172	\$ 24,060.00
7	Demolition Plans	5		5	2	15	30	60		112	\$ 14,800.00



**POOL HILL ROAD SEGMENT 1
HUNT ROAD TO ROGERS ROAD
FBC PROJECT# 23110
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR FINAL DESIGN, DECEMBER 2024**

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
8	Traffic Control Plans & Details										
8.1	Project Approach Signing and Notes	1		1	1	4	4	8		18	\$ 2,580.00
8.2	Phasing Layout	3		3	1	6	18	36		64	\$ 8,310.00
8.3	Phasing Description and Typical Sections	3		3	1	9	18	36		67	\$ 8,835.00
8.4	TCP Phase I	4		4	1	16	32	48		101	\$ 13,485.00
8.5	TCP Phase II	4		4	1	16	32	48		101	\$ 13,485.00
8.6	TCP Construction Cost Estimate			1	1	4	4			10	\$ 1,740.00
8.7	TCP Details/Standards	8		2	1		8	16		27	\$ 3,535.00
8.8	TCP Project Management and Meetings		2	8		8				18	\$ 4,250.00
9	Storm Water Pollution Prevention Plans & Details										
9.1	Storm Water Pollution Prevention Plans	6		3	1	12	28	80		124	\$ 15,330.00
9.2	SWPPP Specifications and Construction Cost Estimate			1	1	3	6			11	\$ 1,835.00
9.3	SWPPP Details	1				1		2		3	\$ 385.00
10	Signing and Pavment Marking Plans & Details										
10.1	Signing and Striping Plans	6		3	2	8	32	64		109	\$ 13,715.00
10.2	Summary of Small Signs	1		2	1	8	16	32		59	\$ 7,695.00
10.3	SPM Construction Cost Estimate			1	1	5	10			17	\$ 2,725.00
10.4	SPM Details	2		1	1	2	4	8		16	\$ 2,230.00
11	Cross Sections & Earthwork Calculations	20		6	3	40	60	200		309	\$ 38,425.00
12	Engineers Estimate and Special Specs										
12.1	Engineers Estimate			4	2	12	40	16		74	\$ 10,730.00
12.2	Special Specifications or Conditions			2	2	4	8			16	\$ 2,780.00
13	Fort Bend County Standard Sheets	4		2	1	2	4	6		15	\$ 2,295.00
14	Incorporate review comments (70% to 95%)		2	24	12	48	80	96	2	264	\$ 39,380.00
15	Incorporate review comments (95% to Final)		2	24	12	48	80	96	2	264	\$ 39,380.00
DRAWINGS & DOCUMENTS SUBTOTAL		98	6	145	67	396	785	1217	4	2620	\$ 360,260.00



POOL HILL ROAD SEGMENT 1
HUNT ROAD TO ROGERS ROAD
FBC PROJECT# 23110
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR FINAL DESIGN, DECEMBER 2024

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
PROJECT MANAGEMENT											
1	Field Visit (Investigations and Findings)			8		24	24			56	\$ 9,640.00
2	Coordination for Survey ROW acquisition		2	6		8	8		6	30	\$ 5,230.00
3	Coordination with adjoining project consultants		8	16		32	24		6	86	\$ 16,290.00
4	Coordination with Drainage Engineer		8	16		12	24		6	66	\$ 12,790.00
5	Coordination with Centerpoint Energy, AT&T, Comcast and Other Private Utilities			8		16			4	28	\$ 5,300.00
6	Coordination/Permitting with Pipeline		2	8		12	12		6	40	\$ 7,020.00
7	Project Management and Meetings		8	32		24			8	72	\$ 16,200.00
PROJECT MANAGEMENT SUBTOTAL			28	94		128	92		36	378	\$ 72,470.00
OTHER EXPENSES											
1	Printing/Plotting/Copying										\$ 750.00
2	Mileage/Postage/Courier										\$ 1,000.00
OTHER EXPENSES SUBTOTAL											\$ 1,750.00
TOTAL HOURS			34	239	67	524	877	1217	40	2998	
TOTAL ESTIMATE			\$11,050	\$65,725	\$15,075	\$91,700	\$118,395	\$127,785	\$3,000		\$ 434,480.00

June 13, 2024

HJ Consulting, Inc.

Attn: Harish Jajoo, P.E., CFM

Re: Fee Proposal for Surveying Services – Pool Hill Road (Seg 1) from Hunt Road to Rogers Road

Project No. 23110

CivilCorp, LLC is pleased to submit this fee proposal for surveying services for the above referenced project. Survey shall conform to Fort Bend County Engineering Design Manual, March 2022 edition.

I. SCOPE OF WORK

Specific survey limits for Pool Hill Road, Segment 1 area are as follows:

Beginning at the intersection of Pool Hill Rd and Hunt Rd and proceeding South along Pool Hill Road to the intersection of Rogers Road a distance of 5,400 feet. The Intersections shall be tied a distance of 300 feet in each direction for a total approximate length of 7,200 linear feet

1. Existing Right of Way Mapping

- a. Project abstracting; without the benefit of a title company, obtain deeds of records and plats relating to Pool Hill Road, adjoining tracts, and intersecting roadways.
- b. Establish the existing right-of-way of the Pool hill Road and intersecting roadways.
- c. Prepare existing right-of-way map of the project, meeting TSPS Category 2 Route survey in PDF format.
- d. Prepare Survey Control Sheets to be delivered in PDF format
- e. Prepare .kml or .shp files as needed for GIS submission of the existing right-of-way.

ESTIMATED LUMP SUM FEE: \$51,301.00

2. Topographic Surveying for Pool Hill Road

- a. Establish horizontal and vertical control (baseline and Temporary Bench Mark) at intervals not to exceed 1,000 feet. CivilCorp shall coordinate with adjoining project surveyors and design consultants to confirm a single datum is utilized for control.
- b. CivilCorp shall prepare right of entry agreements to allow for field work outside of the right-of-way, short of litigation. Letters will be sent via regular mail or certified mail to landowners as listed by the Fort Bend County Central Appraisal District.
- c. Cross sections shall be taken at 100 foot intervals and extend 20 feet beyond the proposed right-of-way line where accessible. The topographic survey is to include edge of pavements, driveways, signs, mailboxes, traffic signals,

sidewalks, pavement markings, etc. Structures in clear view and within 100 feet of the existing right-of-way should be surveyed. Crossing drainage channels will be profiled and cross sectioned up and down stream. Existing underground utilities will be collected as marked by other as well as visible surface features. Overhead utilities will be indicated. Gravity sanitary and storm sewers will be located as to top of manholes and inlets, flow line elevations, type, size, and direction of pipes. Water lines will be located by tops of valves, fire hydrants (flush valves) and visible surface features.

- d. CivilCorp shall perform a Texas 811 One Call for the project limits. All public utility, private utility and pipeline providers will be contacted via the current utility coordination process and all on-site utility markings and other information provided to CivilCorp by these utility and pipeline providers will be collected by standard survey methods and incorporated into the topographic survey base map.
- e. CivilCorp shall prepare a TSPS Category 6, Condition 2 Topographic Survey delivered in PDF format.
- f. A 2D and 3D survey base map including a digital terrain model or surface will be created and delivered utilizing Microstation Open Roads Designer, release 10.12 or other agreed to version.

ESTIMATED LUMP SUM FEE: \$55,751.00

3. Subsurface Utility Engineering (Quality Level B) Utility/Pipeline Investigations

- a. The survey will conform to the requirements set forth in the manuals titled, "CI/ASCE 38-22, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data," established by the American Society of Civil Engineers (ASCE). The Survey shall perform such investigations, research, and other activities necessary to identify any potential utility/pipeline conflicts within the project, including but not limited to: Locating and identifying all existing utilities/pipelines including casings and vent pipes within the existing and proposed rights-of-way, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others, and providing Subsurface Utility Engineering Quality Level B effort to locate all subsurface utilities within the existing and proposed project limits.
- b. CivilCorp will undertake research to obtain the most current available record information concerning the location of underground utilities within the project limits.
- c. CivilCorp will perform a review of the data collected and correlate the record information by utility type and location. CivilCorp will create digital copies of plans provided in hard-copy format and provide them.
- d. CivilCorp will prepare an updated plan that will depict the results and findings of the SUE Investigation. The SUE investigative tasks will be QA/QCed by the operations and/or project manager.

ESTIMATED LUMP SUM FEE: \$11,524.00

4. Construction Services

- a. Check and/or re-set project control referenced to the project baseline and stake the proposed right-of-way limits immediately prior to construction.

ESTIMATE HOURLY (NOT TO EXCEED) FEE: \$9,200.00

5. Additional Services

- a. Prepare TSPS Category 1A, Condition 3 Land Title Survey- Prepare survey drawing and metes and bounds description in accordance with Fort Bend county Guidelines for property acquisition and add parcels to the existing right-of-way maps.

**ESTIMATED FEE: \$2,300.00 per parcel
(Approximately 23 Tracts= \$52,900.00)**

- a. Perform a topographic survey of the proposed detention pond (location to be determined) approximately 1 acre in size. Prepare surface and include with deliverables listed above. Based on an area that is generally open with little to no tree or brush cover to restrict the survey.

ESTIMATE HOURLY (NOT TO EXCEED) FEE: \$4,906.00

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.

CivilCorp, LLC

Brandon Absher, RPLS
Survey Manager

HJ Consulting

By: _____

Title: _____

Date: _____



EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • www.eartheng.com

June 7, 2024

Mr. Harish Jajoo, P.E., CFM P.E.
President
HJ Consulting, Inc.
4771 Sweetwater Boulevard
Suite 254
Sugar Land, Texas 77479

Proposal No.: P-EE2417906-G
Sent Via E-Mail: harish@hjconsultinginc.com

832-338-3202 mobile
832-553-3103 fax

GEOTECHNICAL EXPLORATION FOR A CONCRETE PAVEMENT AT POOL HILL ROAD FROM HUNT ROAD AND ROGERS ROAD IN FORT BEND COUNTY, TX

Dear Mr. Jajoo,

Earth Engineering, Inc. is pleased to present this proposal to perform geotechnical investigation for the above project in Fort Bend County, Texas.

Furnished information indicated that the existing two lane asphalt road will be converted to a Four-Lane Concrete Road. The total length of the project is about 5,400 feet.

Fort Bend County Engineering Design Manual (May 2021) will be adopted for this project:

1. Drilling and sampling one (1) boring at a depth of 15 feet every 500 feet along the road alignment. A total of 12 borings will be drilled.

SCOPE OF WORK

The scope of our services was specified based on Fort Bend County and Harris County standards and specifications:

1. Drilling and sampling (12) borings to a depth of 15-feet at proposed road alignment.
2. Obtaining continuous soil samples to a depth of 12 feet.

3. **Earth Engineering** will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).
4. Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, Unconsolidated-Undrained Triaxial test, California Bearing Ratio (CBR), and OMD Standard Compaction as deemed appropriate.
5. Utilizing the results of observations both in the field and in limited laboratory tests, **Earth Engineering** will author a report that will include the following subjects:
 - soil stratigraphy: soil encountered up to 15 feet
 - groundwater conditions and groundwater control during construction
 - develop design recommendations for the proposed bayou bridge foundations including bearing piles capacity curves.
 - Provide scour analysis and recommendations.
 - develop design recommendations for the underground utilities. The recommendations will include buried structures such as manhole etc.
 - classify the soil types in accordance to FBC requirements based on the characteristics of the soils along the alignment
 - recommend the utilities bedding in accordance with FBC standards and specifications
 - present subgrade stabilization option such as lime/fly-ash for cohesion-less soils and lime for cohesive soils
 - recommend construction considerations, as deemed necessary
 - recommend back-fill material specifications
- Incorporating all of the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.

SCHEDULING

We anticipate that the total project duration will be 60 working days.

ESTIMATED FEES

- (12) borings @15' each along the road alignment.

The total cost for the geotechnical study is estimated to be **\$ 31,839.00.**

Field Exploration				
Mobilization/Demobilization	\$746	2	Mob	\$1,492.00
Drilling and sampling (0-50) feet - 12 borings to 15 feet each	\$24	180	feet	\$4,320.00
Boring grout	\$13	180		\$2,340.00
Field Engineer supervision and layout	\$122.00	15	hours	\$1,830.00
Vehicle Charge	\$13.00	10	hours	\$130.00
		Subtotal:		\$10,112.00
Laboratory Testing				
Atterberg Limits (LL, Pi's)	\$76.00	36	tests	\$2,736.00
Moisture Contents	\$12.00	45	tests	\$540.00
Percent Finer than No. 200 Sieve	\$59.00	4	tests	\$236.00
California Bearing Ratio (CBR)	\$259.00	3	tests	\$777.00
Unconsolidated Undrained Strength Test	\$77.00	12	tests	\$924.00
PH of Soil	\$21.00	6	tests	\$126.00
		Subtotal:		\$5,339.00
Engineering and Report Writing				
Principal Engineer, P.E.	\$266.00	8	hours	\$2,128.00
Senior Geotechnical Engineer	\$218.00	60	hours	\$13,080.00
Support Personnel	\$59.00	20	hours	\$1,180.00
		Subtotal		\$16,388.00
TOTAL				\$31,839.00

INSURANCE

Earth Engineering inc. maintains the following insurance:

- Professional Liability (errors and omissions): one **million**.
- General Liability: **two million**.
- Workman's Compensation: **one million**.
- Commercial Auto Insurance: **one million**.
- Umbrella Insurance: **five million**

CLIENT RESPONSIBILITIES

Earth Engineering, Inc. requests that you provide the following information prior to the site visit and our site activities:

- Formal written authorization.
- Name and telephone number of a responsible client contact, if other than yourself.
- Any geotechnical, environmental, geologic, and hydrological report previously prepared for the study area, to which you have access, as well as information regarding any similar report currently being undertaken.
- Any restrictions or limitations to, or requirements for site access to be adhered to by Earth Engineering personnel.

Should you have any questions concerning this proposal or other services we may provide, please feel free to contact us at (713) 681-5311 or by e-mail at moes@eartheng.com. We will be pleased to discuss them with you.

Yours very truly,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

Moe A. Shihadeh, P.E., D.GE
Founding Principal - Diplomate Geotechnical Engineering

