

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Linfield, Hunter & Junius, Inc. – Project No. 23408)

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 Linfield, Hunter & Junius, 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 surveying, engineering and design services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide professional engineering services for the construction of sidewalk improvements along Clodine Road, Seg. 2 under Mobility Bond Project No. 23408; 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 November 25, 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 Two Hundred Eighteen Thousand and Three Hundred Ninety One and 00/100 Dollars (\$218,391.00). 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 \$218,391.00. 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 \$218,391.00 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 \$218,391.00.

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: Linfield, Hunter & Junius, Inc
Attn: ROBERT NOCKTON
3608 18th Street
Metairie, LA 70002

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

LINFIELD, HUNTER & JUNIUS, INC.



Authorized Agent – Signature

ROBERT NOCKTON

Authorized Agent- Printed Name

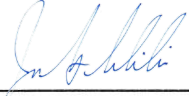
VICE PRESIDENT

Title

2/14/2025

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

i:\agreements\2025 agreements\engineering\linfeild, hunter & junius, inc. (25-eng-100400)\agmt for professional engineering services - linfeild, hunter & junius.docx/knm

EXHIBIT A

(Engineer's Proposal Follows Behind)



LINFIELD, HUNTER & JUNIUS, INC.

PROFESSIONAL ENGINEERS,
ARCHITECTS AND SURVEYORS

3608 I8th Street / Suite 200
Metairie, Louisiana 70002
(504) 833-5300 / (504) 833-5350 fax
LHJ@LHJunius.com

Ralph W. Junius, Jr., P.E.
Nathan J. Junius, P.E., P.L.S.
Anthony F. Goodgion, P.E.
Nathan D. Hills, AIA
Charles T. Knight, P.E.
Robert E. Nockton, P.E.
Mark K. Annino
Casey M. Genovese, P.E.

Daniel A. Flores, P.E.
John M. Jackson, P.E.
Vincent J. Leco, III, P.E.
Eric R. Wright, P.E.
Timothy J. Roth, P.E.
Luis F. Sosa, P.E.
Richard A. Van Wootten, P.E.

November 25, 2024

Mr. Stacy Slawinski, P.E.
County Engineer
Fort Bend County
301 Jackson St.
Richmond, TX 77469

Attn: Mr. Ike Akinwande, S.E., P.E., MLSE – Fort Bend County
Mr. Marcus Baskin, P.E., PMP, CFM – Pape-Dawson Engineers

**Re: Fort Bend County
Clodine Road – Segment 2
Precinct 4
County Project No. 23408
Our File #: 24-096(c)**

Dear Mr. Slawinski:

This is our proposal to provide professional engineering services for the Clodine Road – Segment 2 Project. We understand that this project includes sidewalk improvements, signage updates and pedestrian crossing improvements along Clodine Road between Beechnut Street and FM 1464. Also included is the installation of a new traffic signal and/or pedestrian poles with associated appurtenances, if necessary, at the intersection of Clodine-Reddick Court with Clodine Road.

This proposal is for the following engineering services: Preliminary Engineering (PER) Phase, Design Phase and Bid Phase. Also included are topographic surveying services, geotechnical engineering, and subsurface utility engineering that will be necessary for this project. Additionally, if requested to do so, we will as optional additional services prepare and send right-of-entry request letters to landowners along the router and provide exhibits to be included in a Transportation Alternatives Program grant application.

We propose to provide Preliminary Engineering Phase, Design Phase and Bid Phase services in accordance with the requirements of the Fort Bend County Engineering Department Engineering Design Manual. We understand that the Environmental Investigation that is required for the Preliminary Engineering Phase will be performed by Fort Bend County. A manhour estimate and fee breakdown for these services is attached.

Below is a detailed description of our proposed scope for the above services.

Preliminary Engineering Phase

The Preliminary Engineering Phase will include:

- Coordination of subconsultants (topographic survey, geotechnical investigation and traffic/pedestrian counts)
- Developing a typical cross section showing proposed improvements
- Identifying and documenting potential conflicts with existing facilities
- Identifying potential problem areas and potential resolutions
- Performing a site visit to visually assess conditions and confirm proposed improvements
- Performing a Signal Warrant Analysis at the intersection of Clodine-Reddick Court and Clodine Road to determine whether a traffic signal and/or pedestrian poles and associated appurtenances are necessary and justifiable and preparation of a summary report that includes recommendations.
- Preparation of 30% Design Plans
- Preparation of 30% Construction Cost Estimate
- Preparation of a Preliminary Engineering Report (PER)
- Submittal of 30% Design Plans, 30% Construction Cost Estimate and PER
- Monthly Progress Meetings with the Program Manager

Design Phase

The Design Phase will include:

- Preparation of Construction Plans that include:
 - Cover Sheet
 - Index of Sheets
 - General Notes Sheet
 - Typical and Non-Standard Cross Sections
 - Project Layout Sheet
 - Survey Control Sheet
 - Right-of-Way Sheet (showing existing and proposed)
 - Horizontal Alignment Data Sheet
 - Plan and Profile Sheets
 - Traffic Control Plan
 - Signing and Striping Plan
 - Details of Traffic Signals, Pedestrian Poles and Appurtenances
 - Storm Water Pollution Prevention Plan
 - Cross Sections
 - Other Applicable Details
- Preparation of Construction Specifications
- Preparation of Construction Cost Estimates
- Preparation of Bid Form

- 70%, 95% and 100% Submittals of Construction Plans, Specifications, Construction Cost Estimates and Bid Form including submittal checklists and KMZ files of design. Each submittal will also include responses to review comments from previous submittals.
- Preparation of a Project Manual. A copy will be included with the 95% Submittal and also with the 100% Submittal.
- Recommendation of the Maximum Calendar Days for Construction to be provided with the 100% Submittal.
- Coordination with utility owners including meetings
- Registering the project with the Texas Department of Licensing and Registration and submitting it for Accessibility Review
- Monthly Progress Meetings with the Program Manager

Bid Phase

The Bid Phase will include:

- Preparation and delivery of a single Project Manual that includes:
 - Bid Form
 - Sealed and Signed Specification Table of Contents
 - Applicable specifications and other design documents
- Preparation and delivery of the Bid Form in Excel format
- Preparation and delivery of Sealed and Signed Construction Plans
- Providing support during advertisement including attending the Pre-Bid Meeting, evaluating and responding to bidder questions and preparation of addenda

Topographic Surveying

Neel-Schaffer, Inc. will provide topographic surveying services for the project as a subconsultant to us. A copy of Neel-Schaffer's proposal to provide topographic surveying services is attached.

Topographic surveying will include:

- Performing topographic surveying along Clodine Road from 50-feet south of eastbound Beechnut Street to 50-feet west of FM 1464 and along Clodine-Reddick Court from Clodine Road to Tierra Alta Drive.
- Extending the survey across Clodine Road from right-of-way to right-of-way and along Clodine-Reddick Court from right-of-way to right-of-way. Surveying beyond the right-of-way is not expected to be necessary for this project.
- Obtaining all visible topographic features within the limits of the survey.
- Obtaining sizes of pipes and inverts of all gravity utilities (sewerage and drainage) within the limits of the survey.
- Obtaining cross sections from right-of-way to right-of-way at 50-foot intervals along Clodine Road and Clodine-Reddick Court within the survey limits.
- Establishing a survey baseline and TBMs every 500 feet (maximum).

- Establishing horizontal and vertical control in accordance with Fort Bend County minimum standards.
- If necessary, prepare and send right-of-entry request letters for approximately 11 landowners along the route, excluding the landowners within the fenced subdivision boundary lines.
- Providing a final survey in PDF format.
- Providing a georeferenced property file of adjoining properties along the route.

If requested and as an optional additional service, right-of-entry request letters will be prepared and sent for approximately 11 landowners along the route, excluding the landowners within the fenced subdivision boundary lines.

Geotechnical Engineering

Atlas Technical Consultants will provide geotechnical engineering services for the project as a subconsultant to us. A copy of Atlas's proposal to provide geotechnical engineering services is attached. Geotechnical engineering will be performed in accordance with the requirements of the Fort Bend County Engineering Design Manual and will include:

- Drilling a total of six (6) soil borings within the path of the proposed sidewalks (maximum spacing of 500 feet) to a depth of ten (10) feet each. The borings will be drilled using a truck-mounted drill rig and support vehicle. Undisturbed cohesive soil samples will be obtained using 3-inch diameter thin-walled tube samplers pushed in 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. Upon completion of drilling operations, borings will be backfilled with soil cuttings at the surface.
- Determining the relative density/consistency of the soil in general accordance with the Standard Penetration Test (SPT) (ASTM D 1586) and/or Shelby tube (ASTM D 1587).
- Marking boring locations using hand-held GPS or normal taping procedures prior to drilling so that both sides of the roadway are addressed. Boring locations will be added to site plans.
- Laboratory testing to evaluate the engineering properties of the soil and/or rock using tests performed on selected representative samples. The samples will be visually examined and classified. The following tests will be performed:
 - Moisture content
 - Atterberg Limits (for cohesive soils)
 - Percent passing a No. 200 sieve
 - Soil classification according to USCS
 - Shear strength with pocket penetrometer (for cohesive soils)
- Analyzing the field and laboratory data to develop geotechnical recommendations.
- Preparation of an engineering report to include:

- Transmittal letter with professional engineer's seal and approval signatures
- Executive summary
- Introduction
- Purpose and scope of work
- Site exploration
- Field work
- Laboratory testing results
- Description of subsurface soil and groundwater conditions
- Engineering analysis and recommendations
- Construction considerations
- Appendices containing:
 - o Site vicinity map
 - o 11"x17" boring location map
 - o Laboratory test results
 - o Boring logs
 - o Soil profile drawings
 - o Engineering data
- Providing a final engineering report in PDF format.

A geologic fault study is not included in the geotechnical analysis as it is not necessary for this type of work.

Subsurface Utility Engineering

Subsurface Utility Engineering will include:

- Performing a One-Call request
- Performing utility records research. This includes contacting utility owners (private and public) and requesting copies of available maps and/or record drawings of their facilities.
- Survey location of field marked utilities from the One-Call request and visible surface utilities. Tops of castings, inverts and sizes for sewers and drains will be obtained from the topographic survey.
- Locating Survey Control Points from the Topographic Survey to tie the Subsurface Utility Engineering survey to the horizontal control of the Topographic Survey
- Preparation and delivery of a final survey that includes locations of subsurface utilities based upon utility records and utilities located in the field

A manhour estimate and fee breakdown to provide Level B Subsurface Utility Engineering services is attached.

Transportation Alternatives Program Grant Application Support

If requested, we will, as an additional service, develop up to three (3) exhibits of the project to be included in a grant application for the Transportation Alternatives (TA) Program. Preparation of the grant application will be performed by others. Exhibits budgeted include:

Mr. Stacy Slawinski, P.E.
County Engineer
Fort Bend County
Page 6
November 25, 2024

- Overall Project Location Map
- Project Plan showing major project features
- Connectivity Plan showing how the project interacts with local context

A manhour estimate and fee breakdown to provide these exhibits is attached.

Below is a breakdown of our proposed fees for these services:

Preliminary Engineering Phase – Lump Sum	\$ 44,920.00
Design Phase – Lump Sum	\$ 65,420.00
Bid Phase – Lump Sum	\$ 4,700.00
Topographic Surveying – Lump Sum	\$ 45,810.00
Geotechnical Engineering – Lump Sum	\$ 13,331.00
Subsurface Utility Engineering – Lump Sum	<u>\$ 32,690.00</u>
 Total Basic Fees	 <u>\$ 206,871.00</u>

Fees for optional additional services are as follows:

Prepare and Send Right-of-Entry Request Letters – Lump Sum	\$ 5,850.00
TA Program Grant Application Support – Lump Sum	<u>\$ 5,670.00</u>
 Total Fees Including Optional Additional Services	 <u>\$ 218,391.00</u>

These fees do not include ALTA survey, resubdivision, environmental issues, permitting, or testing. These services are considered additional work and can be performed on an hourly basis or negotiated lump sum fee if required along with any other work.

Attached is a project schedule showing anticipated milestones.

We appreciate the opportunity to provide this proposal and hope it meets with your approval. Please do not hesitate to call should you have any questions.

Yours very truly,

LINFIELD, HUNTER & JUNIUS, INC.



Robert E. Nockton, P.E.
Vice President

REN/dlm
Enclosures

LINFIELD, HUNTER & JUNIUS, INC.

Fort Bend County
Clodine Road - Segment 2

Manhour Estimate and Fee Breakdown - Preliminary Engineering Phase, Design Phase, Bid Phase

TASK DESCRIPTION	PRINCIPAL \$325.00	PROJECT MANAGER \$290.00	ENGINEER \$190.00	JUNIOR ENGINEER \$135.00	CADD TECHNICIAN \$125.00	CLERICAL \$70.00	TOTAL HOURS	TASK TOTAL
Preliminary Engineering (PER) Phase							284	\$ 44,920.00
Coordinate Topographic Survey							0	\$ -
Coordinate with Survyeor (Schedule, File Deliverables, etc.)		1	2			4	7	\$ 950.00
Review Survey Deliverables for Completeness				4			4	\$ 540.00
CADD Adjustments for Conformance with LH&J CADD Standards				4	8		12	\$ 1,540.00
Coordinate Geotechnical Investigation								\$ -
Coordinate with Geotech (Schedule, File Deliverables, etc.)		1	2			2	5	\$ 810.00
Review Geotech Deliverables for Completeness				4			4	\$ 540.00
Coordinate SUE							0	\$ -
Coordinate with Field Team (Schedule, File Deliverables, etc.)		1	2			4	7	\$ 950.00
Review SUE for Completeness and Integrate into Design Documents				8	8		16	\$ 2,080.00
Establish a Typical Cross Section	1	1	2	4	4		12	\$ 2,035.00
Determine Potential Conflicts with Existing Facilities		1	2	4			7	\$ 1,210.00
Identify Critical Path Items	1	1	1	2			5	\$ 1,075.00
Identify Problem Areas and Potential Resolutions		2	4	8			14	\$ 2,420.00
Site Visit		4		4			8	\$ 1,700.00
Signal Warrant Analysis								\$ -
Traffic and Pedestrian Counts (see Quality Counts, LLC Proposal)							0	\$ 1,610.00
Analyze Traffic and Pedestrian Counts		1	4	8			13	\$ 2,130.00
Prepare Summary Report	1	2	4	8	4		19	\$ 3,245.00
Prepare 30% Plans								\$ -
Project Location Map		1	1	2	2		6	\$ 1,000.00
Typical Section Sheet		1	2	8	8		19	\$ 2,750.00
Plan and Profile Sheets (6 Sheets Total)		2	4	24	48		78	\$ 10,580.00
Traffic Control Plan (Preliminary Phasing and Detour Needs)		1	2	8	8		19	\$ 2,750.00
Prepare 30% Construction Cost Estimate		1	2	4			7	\$ 1,210.00
Prepare Preliminary Engineering Report	1	1	2	8		4	16	\$ 2,355.00
Project Management & Meetings with Program Manager (Assume 3 Months)		3	3				6	\$ 1,440.00
Design Phase							357	\$ 65,420.00
Cover Sheet		1	1	2	2		6	\$ 1,000.00
Index of Sheets		1	1	2	2		6	\$ 1,000.00
General Notes Sheet		1	2	4	4		11	\$ 1,710.00
Typical and Non-Standard Cross Sections (2 Sheets Total)		2	4	8	8		22	\$ 3,420.00
Project Layout Sheet		1	1	2	2		6	\$ 1,000.00
Survey Control		1	1	2	2		6	\$ 1,000.00
Right-of-Way (Existing and Proposed)		1	1	2	2		6	\$ 1,000.00
Horizontal Alignment Data		1	2	4	4		11	\$ 1,710.00

LINFIELD, HUNTER & JUNIUS, INC.

Fort Bend County
Clodine Road - Segment 2

Manhour Estimate and Fee Breakdown - Preliminary Engineering Phase, Design Phase, Bid Phase

TASK DESCRIPTION	PRINCIPAL \$325.00	PROJECT MANAGER \$290.00	ENGINEER \$190.00	JUNIOR ENGINEER \$135.00	CADD TECHNICIAN \$125.00	CLERICAL \$70.00	TOTAL HOURS	TASK TOTAL
Plan and Profile Sheets (6 Sheets Total)		2	6	12	24		44	\$ 6,340.00
Traffic Control Plan		1	1	4	4		10	\$ 1,520.00
Signing and Striping Plan		1	2	4	4		11	\$ 1,710.00
Traffic Signal, Pedestrian Pole and Appurtenances and Details (2 Sheets)		1	4	16	16		37	\$ 5,210.00
Storm Water Pollution Prevention Plan		1	2	4	4		11	\$ 1,710.00
Cross Sections (Assume 24 Cross Sections - 6 Sheets Total)		1	2	12	24		39	\$ 5,290.00
Specification Table of Contents (70% Submittal)		1	2	8		4	15	\$ 2,030.00
Construction Cost Estimate (70% Submittal)		1	2	4			7	\$ 1,210.00
Bid Form (70% Submittal)		1	2	4		4	11	\$ 1,490.00
KMZ File of Current Design (70% Submittal)		1		1	2		4	\$ 675.00
70% Review Checklist		1					1	\$ 290.00
Standard Construction Details (95% Submittal)		1	1	2	2		6	\$ 1,000.00
Project Manual (95% Submittal)		1	2	8		4	15	\$ 2,030.00
KMZ File of Current Design (95% Submittal)		1		1	2		4	\$ 675.00
Responses to 70% Comments (95% Submittal)		1	2	4			7	\$ 1,210.00
95% Review Checklist		1					1	\$ 290.00
Project Manual (100% Submittal)		1	2	4		2	9	\$ 1,350.00
KMZ File of Current Design (100% Submittal)		1		1	2		4	\$ 675.00
Responses to 95% Comments (100% Submittal)		1	1	2			4	\$ 750.00
Recommended Maximum Calendar Days for Construction (100% Submittal)		1	2				3	\$ 670.00
100% Review Checklist		1					1	\$ 290.00
Internal Quality Control (QA/QC)	8	8					16	\$ 4,920.00
Utility Coordination inlcuding Meetings		4	8				12	\$ 2,680.00
TDLR/RAS Plan Registration and Submittal		1		4			5	\$ 830.00
TDLR/RAS Plan Review Fee							0	\$ 7,295.00
Project Management and Meetings (Assume 3 Months)		3	3				6	\$ 1,440.00
Bid Phase							28	\$ 4,700.00
Project Manual & Plans	1	1	2	4		2	10	\$ 1,675.00
Attend Pre-Bid Meeting		2		2			4	\$ 850.00
Respond to Bidder Questions and Prepare Addenda	1	1	2	4	4	2	14	\$ 2,175.00
MANHOUR SUBTOTAL	14	76	100	243	204	32	669	
LABOR RATE PER HOUR	\$325.00	\$290.00	\$190.00	\$135.00	\$125.00	\$70.00		
LABOR SUBTOTAL AND EXPENSES	\$4,550.00	\$22,040.00	\$19,000.00	\$32,805.00	\$25,500.00	\$2,240.00	\$ 8,905.00	
TOTAL FEE								\$115,040.00

ESTIMATE



TEX:TX

BILL TO : Linfield, Hunter & Junius, Inc.
3608 18th Street, Suite 200
Metairie,LA 70002
(504) 833-5300

CLIENT PROJECT # : ESTIMATE DATE : 9/25/2024 ORDER DATE : 9/25/2024

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY	
167790	Clodine, Houston, TX	PWP	Robert Nockton	

QTY	DESCRIPTION	RATE	TOTAL
2	Standard-Turn Count	\$180.00	\$360.00
	1 Location(s) for time period(s): 7:00 AM -- 9:00 AM-(Midweek) - 2 Hrs.		
	-Clodine-Reddick Court -- Clodine Road, Mission Bend, TX		
	1 Location(s) for time period(s): 4:00 PM -- 6:00 PM-(Midweek) - 2 Hrs.		
	-Clodine-Reddick Court -- Clodine Road, Mission Bend, TX		
3	Bi-Directional 1-3 Lanes-Volume	\$200.00	\$600.00
	3 Location(s) for time period(s): 1 Days (Volume)		
	-SB Clodine-Reddick Ct north of Clodine Rd, Mission Bend, TX		
	-EB Clodine Rd west of Clodine-Reddick Ct, Houston, TX		
	-WB Clodine Rd east of Clodine-Reddick Ct, Houston, TX		
2	Travel - 5HR Round Trips	\$325.00	\$650.00
		TOTAL	\$1,610.00

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC
15615 SW 74th Ave #100
Tigard, OR 97224
(877) 580-2212
qualitycounts.net

November 25, 2024

Linfield, Hunter & Junius, Inc

118 Vintage Park Blvd.

Suite W315

Houston, TX 77070

(936)520-8878

Attn: Joe Jefferson Jr., Project Coordinator

Re: Proposal for Performing Professional Surveying Services for a Topographic Survey of Clodine Rd., Richmond, Texas

Mr. Jefferson:

We appreciate the opportunity to provide you with this proposal for the project referenced above. It is our understanding that the work consists of the following tasks and fees.

- Perform topographic survey along Clodine Road from 50-feet south of eastbound Beechnut Street to 50-feet west of FM 1464 and along Clodine-Reddick Court from Clodine Road to Tierra Alta Drive.
- Extend survey across Clodine Road from right-of-way to right-of-way and along Clodine-Reddick Court from right-of-way to right-of-way.
- Obtain all visible topographic features within the limits of the survey.
- Obtain sizes of pipes and inverts of all gravity utilities (sewerage and drainage) within the limits of the survey.
- Obtain cross sections from right-of-way to right-of-way at 50-foot intervals along Clodine Road and Clodine-Reddick Court within the survey limits.

P: 713.783.7117 | F: 713.783.5431

13430 NW Freeway, Suite 650

Houston, TX 77040

www.neel-schaffer.com



- Establish a survey baseline and establish TBMs every 500' (maximum).
- Establish horizontal and vertical control in accordance with Fort Bend County minimum standards.
- Provide surveys in PDF and electronic format.
- Provide a georeferenced property file of adjoining properties along the route.
- If necessary, prepare and send Right-of- Entry letters for approximately 11 landowners along the route, excluding the landowners within the fenced subdivision boundary lines.

FEES:

We will provide the **Survey Services** listed above for a **Lump Sum** fee of **\$45,810.00**.

We will provide the **Right-of-Entry Letter** preparation and mailing listed above for a **Lump Sum** fee of **\$5,850.00**

Any additional services requested will be performed at an hourly rate as shown on the attached Rate Schedule.

EXCLUSIONS

- Subsurface Utility Engineering
- Topographic Survey beyond ROW
- Survey Control Plan Sheet(s)

TERMS & CONDITIONS

- (1) Neel-Schaffer will contact and request from the proper utility locating agency for the underground utilities to be marked within the subject property prior to the commencement of the survey; however, Neel-Schaffer assumes no responsibility or liability for the accuracy or timeliness of third party marked utility locations.
- (2) Delivery of CAD/pdf files within 30 days of "Notice to Proceed" pending weather conditions.



Please see attached Exhibit A- "Terms and Conditions"

Invoicing will occur at the end of the month and payment is requested within 30 days of the invoice date.

GUARANTEE

The fees presented herein are guaranteed for 30 days from the date of this proposal unchanged.

If this proposal meets your satisfaction, please sign below, and return a copy to my office.

If you have any questions, please call to discuss.

Sincerely,



Philip B. Wolters, R.P.L.S.

AUTHORIZATION TO PROCEED

**Performing Professional Surveying Services for a Topographic Survey of Clodine Rd.,
Richmond, Texas**

Accepted this _____ day of _____, 2024

By: _____

Title: _____



NEEL-SCHAFFER, INC.
2024 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	\$295.00
P-7	Engineer Manager/Professional IV	\$265.00
P-6	Senior Project Manager/Professional III	\$225.00
P-5	Project Manager/Professional II	\$215.00
P-4	Professional I	\$170.00
P-1, P-2, P-3	Professional Intern	\$140.00
T-6	Senior Certified Engineering Technician	\$175.00
T-5	Certified Engineering Technician/Supervisory Technician	\$170.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$135.00
T-3	Technician III/Inspector III/Survey Crew Chief	\$115.00
T-2	Technician II/Inspector II/Survey Instrument Person	\$95.00
T-1	Technician I/Inspector I/Survey Assistant	\$85.00
T-1	Student Intern	\$50.00
A-4	Senior Administrative	\$95.00
A-3	Senior Clerical	\$90.00
A-2	Clerical	\$70.00
A-1	Assistant Clerical	\$60.00
	Three-Member Survey Party	\$215.00
	Two-Member Survey Party	\$170.00
	One-Member Survey Party	\$130.00

“Professional” positions include engineer, architect, geologist, scientist, landscape architect, and planner.

“Technician” positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.67/mile
Traffic Counter/Video Monitor	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.



15740 Park Row, Suite 200
Houston, Texas 77084

November 22, 2024

Joe Jefferson Jr.
Linfield, Hunter & Junius, Inc.
118 Vintage Park Blvd. Suite W315
Houston, Texas 77070

Subject: Geotechnical Engineering Study for
Fort Bend Precinct 4 Clodine Road Sidewalks
Mission Bend, Texas
Proposal No. 24-09902 Revision 3

Dear Mr. Jefferson:

Atlas Technical Consultants, LLC appreciates the opportunity to submit this proposal for Geotechnical Engineering Services. This proposal was requested by you on September 23, 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 5-ft wide concrete sidewalks along Clodine Road from Beechnut Street to FM 1464 in Mission Bend, Fort Bend County, Texas. **Study will be performed in accordance with Fort Bend County Engineering Design Manual Section 8 Geotechnical Investigations.** This means that soil borings will be spaced at a maximum distance of 500 feet with boring depths of 10 feet below ground surface.

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 six (6) soil borings within the path of the proposed sidewalks to a depth of ten (10) feet each. The borings will be drilled using a truck-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 truck-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. Atterberg Limits (for cohesive soils)
3. Percent passing a No. 200 sieve
4. Soil Classification according to USCS
5. Shear strength with pocket penetrometer (for cohesive soils)

GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT

The field and laboratory data will be analyzed to develop geotechnical recommendations. The report will also include the following per Part M of Section 8.

- Transmittal letter with professional engineer's seal and approval signatures;
- Executive summary;
- Introduction;
- Purpose of scope of work;
- Site exploration
- Field work;
- Laboratory testing;

- Description of subsurface soil and groundwater conditions;
- Engineering analysis and recommendations;
- Construction considerations;
- Appendices;
 - Site vicinity map
 - 11"x17" boring location map
 - Laboratory test results
 - Boring logs
 - Soil profile drawings
 - Engineering data

A geologic fault study is not part of the scope of this study. 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 **\$13,331.00**. 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 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, we will send a Client Services Agreement for signature.

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

**Geotechnical Engineering Study
Fee Schedule**

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



Client: Linfield, Hunter & Junius, Inc.
Project: Fort Bend Precinct 4 Clodine Road Sidewalks
Location: Mission Bend, Texas
Date: September 26, 2024

Geotechnical Investigation	Fee	Qty	Estimate
Geotech Drilling Per Day	\$ 4,000.00	1	\$ 4,000.00
Drill Rig Mobilization/demobilization	\$ 600.00	1	\$ 600.00
Support Truck travel to/from site to lab	\$ 250.00	1	\$ 250.00
Field Penetration Test/ Shelby Tube	\$ 20.00	30	\$ 600.00
Pavement Coring and patching	\$ 100.00	2	\$ 200.00
Traffic Control Per Day	\$ 3,200.00	1	\$ 3,200.00
Laboratory Tests			
Atterberg Limits	\$ 80.00	9	\$ 720.00
Classification of soils (inc washed grad)	\$ 80.00	9	\$ 720.00
Moisture content	\$ 12.00	18	\$ 216.00
Technician / Engineering			
Technician Hourly	\$ 70.00	12	\$ 840.00
Technician Overtime Hourly*	\$ 105.00	0	\$ -
EIT	\$ 100.00	10	\$ 1,000.00
Senior Geotech Hourly	\$ 185.00	5	\$ 925.00
Administrative/Clerical (1hr minimum monthly)	\$ 60.00	1	\$ 60.00
Estimated Total			\$ 13,331.00

* 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.

Clodine Road - Segment 2

Subsurface Utility Engineering								
	Project Manager (RPLS)	PLS	Survey Crew	Survey Tech	CAD Technician	Admin/Clerical		
Task	\$ 250.00	\$ 215.00	\$ 190.00	\$ 145.00	\$ 135.00	\$ 80.00	Total Hours by Task	Subtotal by Task
Utility Research								
One-Call Request		1		4			5	
Utility Records Research	1	1		10			12	
Field Marking			30				30	
Locate Field Marks and Visible Surface Utilities			30				30	
Locate Survey Control Points		1	8				9	
Subtotal Hours	1	3	68	14	0	0	86	\$ 15,845.00
Prepare, Draft, and Check SUE Deliverables								
Draft Utilities Based on Utility Records		2		4	40		46	
Draft Utilities Located in Field		2		4	16		22	
QA/QC Review	2	6					8	
Prepare Final Submittal to Client	4					2	6	
Subtotal Hours	6	10	0	8	56	2	82	\$ 12,530.00
Reimbursable Expenses								
Mileage	792		Miles x	\$ 0.675	=	\$ 534.60		
GPS Receiver	12		Days x	\$ 315.00	=	\$ 3,780.00		
						Reimbursable Expenses Subtotal		\$ 4,314.60
						Total Fee and Reimbursables Lump Sum		\$ 32,689.60

LINFIELD, HUNTER & JUNIUS, INC.

Fort Bend County
Clodine Road - Segment 2

Manhour Estimate and Fee Breakdown - Transportation Alternatives Program Grant Application Support

TASK DESCRIPTION	PRINCIPAL \$325.00	PROJECT MANAGER \$290.00	ENGINEER \$190.00	JUNIOR ENGINEER \$135.00	CADD TECHNICIAN \$125.00	CLERICAL \$70.00	TOTAL HOURS	TASK TOTAL
Prepare Exhibits for Grant Application							38	\$ 5,670.00
Overall Project Location Map		1	1	2	4		8	\$ 1,250.00
Project Plan		1	2	4	8		15	\$ 2,210.00
Connectivity Plan		1	2	4	8		15	\$ 2,210.00
MANHOUR SUBTOTAL	0	3	5	10	20	0	38	
LABOR RATE PER HOUR	\$325.00	\$290.00	\$190.00	\$135.00	\$125.00	\$70.00		
LABOR SUBTOTAL AND EXPENSES	\$0.00	\$870.00	\$950.00	\$1,350.00	\$2,500.00	\$0.00		
TOTAL FEE								\$5,670.00

LINFIELD, HUNTER & JUNIUS, INC.

**Fort Bend County
Clodine Road - Segment 2**

PROJECT SCHEDULE

TASK	2025										
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notice to Proceed (*)											
Topographic Survey											
Geotechnical Investigation											
Subsurface Utility Engineering											
Preliminary Engineering Phase and PER											
Design Phase											
70% Design and Submittal (**)											
95% Design and Submittal (**)											
100% Design and Submittal (**)											
Bid Phase											

(*) Schedule assumes Notice to Proceed in February 2025

(**) Schedule assumes two-week review time for previous submittal