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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Post Road, Segment 2 – Project No. 23219x)

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 Stuart Consulting Group, Inc. (“Engineer”), a Corporation authorized to do business in the State of Texas. 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 the design and construction administration of a full 4-lane boulevard of Post Road, Segment 2, extending from Ladonia Road to approximately 3,900 feet east, including converting a portion of Post Road Segment 1 from 1 half- boulevard into a full 4-lane boulevard under Mobility Bond Project No. 23219x; 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 January 9, 2025 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 Twenty-Two Thousand Seven Hundred Thirty-Five and 50/100 Dollars (\$922,735.50). 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 Twenty-Two Thousand Seven Hundred Thirty-Five and 50/100 Dollars (\$922,735.50). 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 Twenty-Two Thousand Seven Hundred Thirty-Five and 50/100 Dollars (\$922,735.50) 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 Twenty Two Thousand Seven Hundred Thirty Five and 50/100 Dollars (\$922,735.50).

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:

Stuart Consulting Group, Inc.
Attn: RICHARD L. PATRICK
~~1018 Central Avenue~~
~~Metairie, LA 70001~~
13105 NORTHWEST Fwy
SUITE 1100
HOUSTON, TX 77040

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

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

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

regime relating to a foreign terrorist organization, Engineer is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
41. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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

FORT BEND COUNTY, TEXAS

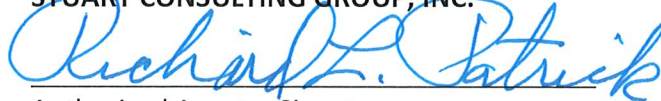
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

STUART CONSULTING GROUP, INC.



Authorized Agent – Signature

RICHARD L. PATRICK

Authorized Agent- Printed Name

VICE PRESIDENT

Title

FEBRUARY 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

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EXHIBIT A

(Engineer's Proposal Follows Behind)

January, 09, 2025

Mr. Zach Jacobson, PE
Project Manager
Binkley Barfield, DCCM
270 FM 149 West
Houston, TX 77830

**RE: Civil Engineering Services Proposal for Post Road Segment 2
Ladonia Rd to approximately 3,900 ft East
SCG Project # M190-24-02**

Dear Mr. Jacobson:

Stuart Consulting Group, Inc. (SCG) is pleased to submit our proposal for civil engineering services for the design of Post Road Segment 2. This project will involve designing a full 4-lane boulevard extending from Ladonia Road, 1,200 feet east, to the newly constructed Segment 1, which is currently a half-boulevard. Additionally, the scope includes converting the existing 2,600-foot Segment 1 half-boulevard into a full 4-lane boulevard.

To successfully complete this project, we propose the following tasks:

Task 1: Preliminary Engineering Report

SCG will prepare a Preliminary Engineering Report in coordination with our sub-consultants for surveying, geotechnical, and drainage services per Fort Bend County Engineering Manual and Fort Bend County Drainage District Criteria. See Appendix A for preliminary design goals and list of deliverables. Signal Warrant Analysis, Environmental services and right-of-way (ROW) acquisitions are excluded from this proposal and will be managed separately. Our sub-consultants for this task include United Engineers, Inc. (surveying), HVJ Associates, Inc. (geotechnical), and Agility Engineering (drainage).

Please refer to Appendix B for the combined Level of Effort (LOE), and to Appendices C, D, and E for the proposals and LOEs from our sub-consultants. As detailed in the attached LOE breakdown, the proposed fee for Task 1 is \$411,528. This task is expected to be completed within 4 months from the Notice to Proceed. Please refer to Appendix F for project Schedule.

Post Road Segment 2

Task 2: Final Design

SCG will finalize the design per Fort Bend County Engineering Manual. See Appendix G for final design goals and list of deliverables and Appendix B for the combined Level of Effort (LOE). As outlined in the attached LOE breakdown, the proposed fee for Task 2 is \$383,610, bringing the total cost for both tasks to \$795,138. Please refer to Appendix F for project Schedule. The schedule for final design was developed based on best available timeframes and would be further refined once the drainage report and preliminary engineer's report is finalized.

Task 3: Optional Additional Services

SCG can provide the following optional additional services upon the client's request:

Bid and Construction Administration:

SCG will assist with bidding and construction administration as requested per Fort Bend County Engineering Manual. See Appendix I for Bid and Construction Administration deliverables. Since the scope is variable, services under this category will be performed on an hourly basis, according to our Schedule of Hourly Rates (Appendix H). Please refer to Appendix B for the combined LOE. The proposed fee for bid services is not to exceed \$6,316, and for construction phase services, not to exceed \$25,692 without the Client's approval.

Detention Pond Design

SCG will provide detention pond design drawings based on the drainage report and the Fort Bend County Engineering Manual. This service will also be billed hourly, not exceeding \$16,064 without client approval.

Proposed Basin Acquisition, ROW Acquisition, Proposed Basin Topographic Survey, Re-stake ROW and Survey Control Services:

These services will be provided by our surveying sub-consultant, United Engineers, Inc. Please refer to Appendix B for the combined LOE and Appendix C for surveying tasks and LOE.

Geotechnical Report for Detention Basin:

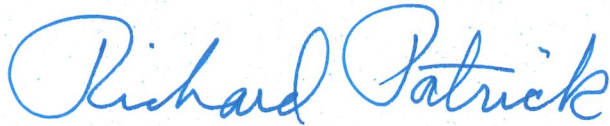
These services will be provided by our geotechnical engineering sub-consultant, HVJ Associates, Inc. Please refer to Appendix B for the combined LOE and Appendix D for geotechnical engineering tasks and LOE.

Schedule of Reimbursable Expenses:

- **Transportation (mileage):** Standard IRS mileage rate in effect.
- **Large Prints Produced at Print Shops:** Charged at Actual Cost
- **Reproduction Performed in Office:**
 - **8½ x 11:** \$0.05/page (B&W); \$0.50/page (Color)
 - **8½ x 14:** \$0.15/page (B&W); \$0.75/page (Color)

- o 11 x 17: \$0.20/page (B&W); \$1.00/page (Color)

Thank you for the opportunity to present this proposal and scope of work. We look forward to collaborating with you on this exciting project.



Sincerely,
Richard Patrick, P.E.
Vice President
Stuart Consulting Group, Inc.
richp@stuartconsultinggroup.com
346-241-0400

APPENDIX A

PRELIMINARY DESIGN GOALS AND LIST OF DELIVERABLES

1 PRELIMINARY DESIGN

1.1 INTRODUCTION

It is within this phase of the engineering contract that the Design Consultant should make a reasonable effort to explore possibilities, conflicts and alternate solutions with corresponding costs.

The preliminary design goals consist of the following nine points:

- A. Establish a typical cross section and cross sections in non-standard areas
- B. Determine drainage system needs (drainage report and/or preliminary roadway drainage design)
- C. Positively determine right-of-way acquisition needs
- D. Determine potential conflicts with existing facilities
- E. Identify critical path items
- F. Identify problem areas and potential resolution(s)
- G. Determine permit and regulatory requirements
- H. Prepare a reasonable construction cost estimate
- I. Identify impacts to pipelines by locating the drainage high point at pipeline intersections.
- J. Prepare 30 percent plan set, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation.

1.2 PRELIMINARY ENGINEERING REPORT

A Preliminary Engineering Report (PER) will be prepared for preliminary design, and the purpose of the report is to document the nine goals stated above. A digital copy in Adobe Acrobat format (PDF) of the PER will be required and shall be submitted to the Program Manager. Upon preliminary review and approval of the PER, the Design Consultant and Program Manager will conduct a review meeting to include key Fort Bend County staff. It is intended that all approvals or change requirements are given at this meeting, which shall be reflected in the final PER.

For all new location projects and projects that require major alignment changes, an alignment meeting with Fort Bend County staff is recommended prior to the PER review meeting. The Design Consultant shall conduct the meeting and shall discuss the location of the proposed alignment as well as all pertinent items that have impacts on the alignment. Also, the Design Consultant is to bring a roll plot exhibit to the meeting. The exhibit should include the ultimate configuration (dashed) to confirm that it fits within the proposed ROW. Refer to Chapter 3 – Roadway for ultimate configuration description.

The Preliminary Engineering Report should include, at a minimum, the following sections:

- A. Project location and scope of the project
- B. Existing Conditions
- C. Existing Utilities, including potential conflicts
- D. Proposed Roadway Design, highlighting any deviation from applicable design criteria
- E. Existing and Proposed Drainage and Detention
- F. Proposed Right-of-Way
- G. Proposed Traffic Signal, if applicable
- H. Geotechnical Investigation
- I. Environmental Investigation (letter report to be provided to Design Consultant by the County)
- J. Permit and Regulatory Requirements
- K. Cost Estimate
- L. Appendices
 - 1. PER review meeting minutes
 - 2. Project Location Map
 - 3. Alignment Exhibit showing ultimate configuration
 - 4. Roundabout Exhibit, if applicable
 - 5. FEMA Flood Insurance Rate Maps (FIRM)
 - 6. Preliminary Drainage Area Map and calculations taking into account the ultimate roadway configuration
 - 7. Sight Triangle Exhibit
 - 8. Right-of-Way Exhibit
 - 9. Cost Estimate
 - 10. Utilities
 - a. Utility Conflict Table. CenterPoint and AT&T ID numbers are to be included in the table. See Appendix B for Fort Bend County Utility Conflict Table.
 - b. Include any correspondence with utility companies (AT&T, CenterPoint, pipelines, etc.) that contain pertinent information.
 - 11. 30 percent drawing submittal, to include:
 - a. Typical sections

- b. Plan and profile sheets shall consist of all existing features (seen and unseen) shown in plan and profile, as well as proposed improvements in plan only with minor annotation.
 - c. Traffic control plan (preliminary phasing and detour needs)
 - d. Bridge layout, if applicable
- 12. Reports to be included are:
 - a. Drainage Study taking into account the ultimate roadway configuration
 - b. Geotechnical Report
 - c. Environmental Report (provided by Fort Bend County)
 - d. Signal Warrant Analysis, if applicable



APPENDIX B COMBINED LEVEL OF EFFORT (LOE)

STUART CONSULTING GROUP, INC.															
POST ROAD DESIGN COST ESTIMATE															
APPENDIX B - COMBINED LEVEL OF EFFORT (LOE)															
PHASE	SUB - PHASE	DESCRIPTION	PRINCIPAL ENGINEER	PROJECT MANAGER	ENGINEER	DESIGNER	ADMIN	TOTAL HOURS	SCG LOE COST	NUMBER OF SHEETS	COST PER SHEET	SUBCONSULTANT COST	TOTAL COST		
PRELIMINARY DESIGN (TASK-1)	PRELIMINARY ENGINEERING REPORT (PER)	RATE	\$ 412.00	\$ 270.00	\$ 205.00	\$ 126.00	\$ 118.00								
		SURVEY	APPENDIX C - UNITED ENGINEERS, INC. PROPOSAL AND LOE							\$ -	N/A	N/A	\$ 59,780.00	\$ 59,780.00	
		GEOTECHNICAL (ROADWAY)	APPENDIX D - HVJ ASSOCIATES, INC. PROPOSAL AND LOE							\$ -			\$ 22,555.00	\$ 22,555.00	
		DRAINAGE REPORT (ROADWAY)	APPENDIX E - AGILITY ENGINEERING PROPOSAL AND LOE							\$ -			\$ 67,730.00	\$ 67,730.00	
		EXISTING CONDITIONS ANALYSIS	1	20	32	40	7	100	\$ 18,238.00	\$ -			\$ 18,238.00		
		EXISTING UTILITIES ANALYSIS AND DEVELOPING UTILITY CONFLICT MATRIX	1	17	25	45	40	128	\$ 20,517.00	\$ -			\$ 20,517.00		
		DETERMINE RIGHT-OF-WAY ACQUISITION NEEDS AND PREPARING ALIGNMENT EXHIBIT SHOWING ULTIMATE CONFIGURATION	1	25	47	65	4	142	\$ 25,459.00	\$ -			\$ 25,459.00		
		SIGHT TRIANGLE EXHIBIT	1	6	16	32	7	62	\$ 10,170.00	\$ -			\$ 10,170.00		
		PERMIT AND REGULATORY REQUIREMENTS ASSESSMENT	1	6	10	0	20	37	\$ 6,442.00	\$ -			\$ 6,442.00		
		CRITICAL PATH AND PROBLEM ITEMS ASSESSMENT	1	22	12	0	20	55	\$ 11,172.00	\$ -			\$ 11,172.00		
		PREPARE DRAFT REPORT & EXHIBITS	2	27	40	55	32	156	\$ 27,020.00	\$ -			\$ 27,020.00		
		ADDRESS COMMENTS AND FINALIZE THE PER	2	12	20	24	10	68	\$ 12,368.00	\$ -			\$ 12,368.00		
	QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)	2	8	16	0	16	42	\$ 8,152.00	\$ -	\$ 8,152.00					
	30 PERCENT SUBMITTAL	COVER SHEET	0	2	2	4	2	10	\$ 1,690.00	1	\$ 1,690.00	\$ -	\$ 1,690.00		
		INDEX SHEET	0	2	2	4	2	10	\$ 1,690.00	1	\$ 1,690.00	\$ -	\$ 1,690.00		
		OVERALL PROJECT LAYOUT (1"=100')	1	2	5	5	0	13	\$ 2,607.00	1	\$ 2,607.00	\$ -	\$ 2,607.00		
		EXISTING TYPICAL CROSS SECTIONS	1	2	5	5	0	13	\$ 2,607.00	1	\$ 2,607.00	\$ -	\$ 2,607.00		
		PLAN SHEETS	1	20	60	70	10	161	\$ 28,112.00	11	\$ 2,555.64	\$ -	\$ 28,112.00		
		DRIVEWAY SUMMARY TABLE	1	2	10	10	2	25	\$ 4,498.00	2	\$ 2,249.00	\$ -	\$ 4,498.00		
		TRAFFIC CONTROL OVERVIEW	1	5	10	10	2	28	\$ 5,308.00	2	\$ 2,654.00	\$ -	\$ 5,308.00		
		PRELIMINARY ENGINEER'S COST ESTIMATE	1	6	20	30	10	67	\$ 11,092.00	N/A	N/A	\$ -	\$ 11,092.00		
		CLIENT REVIEW MEETINGS	2	3	5	5	5	20	\$ 3,879.00			\$ -	\$ 3,879.00		
		SUBCONSULTANT COORDINATION/MEETINGS	2	51	40	20	40	153	\$ 30,034.00			\$ -	\$ 30,034.00		
	BRAZORIA COUNTY AND CITY OF PEARLAND COORDINATION/MEETINGS	2	20	20	20	20	82	\$ 15,204.00	\$ -			\$ 15,204.00			
	ADJACENT PROJECT COORDINATION/MEETINGS	2	20	20	20	20	82	\$ 15,204.00	\$ -			\$ 15,204.00			
	PRELIMINARY DESIGN TOTALS								1454	\$ 261,463.00			\$ 150,065.00	\$ 411,528.00	
	FINAL DESIGN (TASK-2)	70% SUBMITTAL	COVER SHEET	0	2	2	2	1	7	\$ 1,320.00	1	\$ 1,320.00	\$ -	\$ 1,320.00	
			INDEX OF SHEET	0	2	2	2	1	7	\$ 1,320.00	1	\$ 1,320.00	\$ -	\$ 1,320.00	
			GENERAL NOTES	0	1	2	2	0	5	\$ 932.00	2	\$ 466.00	\$ -	\$ 932.00	
			OVERALL PROJECT LAYOUT (1"=100')	0	2	5	5	0	12	\$ 2,195.00	1	\$ 2,195.00	\$ -	\$ 2,195.00	
			EXISTING TYPICAL CROSS SECTIONS	0	1	1	1	0	3	\$ 601.00	1	\$ 601.00	\$ -	\$ 601.00	
			PROPOSED TYPICAL CROSS SECTIONS	1	5	10	10	0	26	\$ 5,072.00	2	\$ 2,536.00	\$ -	\$ 5,072.00	
			SURVEY CONTROL SHEETS	1	5	15	15	0	36	\$ 6,727.00	5	\$ 1,345.40	\$ -	\$ 6,727.00	
			DEMOLITION PLAN (1"=100')	1	10	20	20	0	51	\$ 9,732.00	4	\$ 2,433.00	\$ -	\$ 9,732.00	
			HORIZONTAL ALIGNMENT DATA	1	1	5	6	0	13	\$ 2,463.00	1	\$ 2,463.00	\$ -	\$ 2,463.00	
			PLAN AND PROFILE SHEETS (1"=40')	1	15	50	80	0	146	\$ 24,792.00	11	\$ 2,253.82	\$ -	\$ 24,792.00	
DRIVEWAY SUMMARY TABLE			0	2	5	5	0	12	\$ 2,195.00	2	\$ 1,097.50	\$ -	\$ 2,195.00		
DRAINAGE LATERALS SYSTEM (1"=100")			1	10	20	22	0	53	\$ 9,984.00	4	\$ 2,496.00	\$ -	\$ 9,984.00		
ROADWAY STANDARDS/DETAILS			1	5	15	15	0	36	\$ 6,727.00	11	\$ 611.55	\$ -	\$ 6,727.00		
WATERLINE STANDARDS/DETAILS			1	2	5	5	0	13	\$ 2,607.00	3	\$ 869.00	\$ -	\$ 2,607.00		
DRAINAGE AREA MAP WITH HYDRAULIC CALCULATIONS (1"=100")			1	10	20	22	0	53	\$ 9,984.00	4	\$ 2,496.00	\$ -	\$ 9,984.00		
DRAINAGE STANDARDS/DETAILS			1	2	5	5	0	13	\$ 2,607.00	7	\$ 372.43	\$ -	\$ 2,607.00		
TRAFFIC CONTROL PLAN (1"=100")			1	10	28	50	0	89	\$ 15,152.00	6	\$ 2,525.33	\$ -	\$ 15,152.00		
TRAFFIC CONTROL STANDARDS/DETAILS			1	5	10	10	0	26	\$ 5,072.00	6	\$ 845.33	\$ -	\$ 5,072.00		
SIGNING AND STRIPING PLAN (1"=100")			1	5	20	35	0	61	\$ 10,272.00	4	\$ 2,568.00	\$ -	\$ 10,272.00		
SIGNING AND STRIPING STANDARDS/DETAILS			1	5	5	5	0	16	\$ 3,417.00	4	\$ 854.25	\$ -	\$ 3,417.00		
STORM WATER POLLUTION PREVENTION PLAN (1"=100")			1	5	10	10	0	26	\$ 5,072.00	4	\$ 1,268.00	\$ -	\$ 5,072.00		
STORM WATER POLLUTION PREVENTION STANDARDS/DETAILS			1	2	2	2	0	7	\$ 1,614.00	1	\$ 1,614.00	\$ -	\$ 1,614.00		
PROJECT SIGNAGE STANDARDS			0	1	1	1	0	3	\$ 601.00	1	\$ 601.00	\$ -	\$ 601.00		
EARTHWORK CROSS SECTIONS AT 100' INTERVAL			1	5	20	30	0	56	\$ 9,642.00	10	\$ 964.20	\$ -	\$ 9,642.00		
70% ENGINEER'S COST ESTIMATE			2	8	20	35	30	95	\$ 15,034.00	N/A	N/A	\$ -	\$ 15,034.00		
70% KMZ FILE			1	1	2	4	0	8	\$ 1,596.00			\$ -	\$ 1,596.00		
70% REVIEW CHECKLIST			2	2	4	8	8	24	\$ 4,136.00			\$ -	\$ 4,136.00		
QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)			2	16	24	8	8	58	\$ 12,016.00			\$ -	\$ 12,016.00		
95% SUBMITTAL		95% PLAN SET	2	35	90	110	40	277	\$ 47,304.00	96	\$ 492.75	\$ -	\$ 47,304.00		
		95% ENGINEER'S COST ESTIMATE	2	5	10	18	15	50	\$ 8,262.00	N/A	N/A	\$ -	\$ 8,262.00		
		95% PROJECT MANUAL	1	2	5	8	0	16	\$ 2,985.00			\$ -	\$ 2,985.00		
		95% KMZ FILE	0	1	1	4	0	6	\$ 979.00			\$ -	\$ 979.00		
		95% REVIEW CHECKLIST	1	2	4	8	8	23	\$ 3,724.00			\$ -	\$ 3,724.00		
QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)		2	18	24	8	8	60	\$ 12,556.00	\$ -			\$ 12,556.00			
100% SUBMITTAL		100% PLAN SET	2	25	40	70	30	167	\$ 28,134.00	96	\$ 293.06	\$ -	\$ 28,134.00		
		100% ENGINEER'S COST ESTIMATE	1	6	10	10	5	32	\$ 5,932.00	N/A	N/A	\$ -	\$ 5,932.00		
		100% PROJECT MANUAL	1	3	5	8	8	25	\$ 4,199.00			\$ -	\$ 4,199.00		
		100% KMZ FILE	0	1	1	4	0	6	\$ 979.00			\$ -	\$ 979.00		
		100% REVIEW CHECKLIST	2	4	12	8	8	34	\$ 6,316.00			\$ -	\$ 6,316.00		
		ESTIMATE RECOMMENDED NUMBER OF CONSTRUCTION DAYS	2	4	4	2	4	16	\$ 3,448.00			\$ -	\$ 3,448.00		
		QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)	2	18	24	8	8	60	\$ 12,556.00			\$ -	\$ 12,556.00		
COORDINATION		CLIENT REVIEW MEETINGS	4	34	34	34	34	140	\$ 26,094.00			\$ -	\$ 26,094.00		
		SUBCONSULTANT COORDINATION/MEETINGS	2	20	20	20	20	82	\$ 15,204.00	\$ -	\$ 15,204.00				
		BRAZORIA COUNTY AND CITY OF PEARLAND COORDINATION/MEETINGS	4	20	20	20	20	84	\$ 16,028.00	\$ -	\$ 16,028.00				
		ADJACENT PROJECT COORDINATION/MEETINGS	4	20	20	20	20	84	\$ 16,028.00	\$ -	\$ 16,028.00				
FINAL DESIGN TOTALS								2117	\$ 383,610.00			\$ -	\$ 383,610.00		
PRELIMINARY AND FINAL DESIGN TOTALS								3571	\$ 645,073.00			\$ 150,065.00	\$ 795,138.00		
OPTIONAL ADDITIONAL SERVICES (TASK-3)	SCG, INC.	BID PHASE SERVICES	2	4	12	8	8	34	\$ 6,316.00	N/A	N/A	\$ -	\$ 6,316.00		
		CONSTRUCTION PHASE SERVICES	6	24	60	24	12	126	\$ 25,692.00			\$ -	\$ 25,692.00		
		DETENTION POND DESIGN	2	15	30	40	0	87	\$ 16,064.00			\$ -	\$ 16,064.00		
	UNITED ENGINEERS, INC.	PROPOSED BASIN TOPOGRAPHIC SURVEY	APPENDIX C - UNITED ENGINEERS, INC. PROPOSAL AND LOE									\$ 5,190.00	\$ 5,190.00		
		PROPOSED BASIN ACQUISITION (\$3,900 PER PARCEL X 1 PARCEL)										\$ 3,900.00	\$ 3,900.00		
		ROW ACQUISITION (\$3,900 PER PARCEL X 10 PARCEL)										\$ 39,000.00	\$ 39,000.00		
		RE-STAKE ROW AND SURVEY CONTROL (\$4,660 X 3)										\$ 13,980.00	\$ 13,980.00		
	HVJ ASSOCIATES, INC	DETENTION POND GEOTECHNICAL REPORT	APPENDIX D - HVJ ASSOCIATES, INC. PROPOSAL AND LOE									\$ 17,455.50	\$ 17,455.50		
OPTIONAL ADDITIONAL SERVICES TOTALS								\$ 48,072.00			\$ 79,525.50	\$ 127,597.50			
SCHEDULE OF REIMBURSABLE EXPENSES	TRANSPORTATION (MILEAGE)	STANDARD IRS MILEAGE RATE IN EFFECT							\$ 2,000.00	N/A	N/A	\$ -	\$ 2,000.00		
		LARGE PRINTS PRODUCED AT PRINT SHOPS							\$ 3,000.00			\$ -	\$ 3,000.00		
		REPRODUCTION PERFORMED IN OFFICE													
	8 1/2 X 11 PRINTS	\$0.05/PAGE (B&W); \$0.50/PAGE (COLOR)							\$ 500.00	N/A	N/A	\$ -	\$ 500.00		
		\$0.15/PAGE (B&W); \$0.75/PAGE (COLOR)							\$ 500.00			\$ -	\$ 500.00		
		\$0.20/PAGE (B&W); \$1.00/PAGE (COLOR)							\$ 1,000.00			\$ -	\$ 1,000.00		
EXPENSE BUDGET TOTAL								\$ 7,000.00			\$ -	\$ 7,000.00			
PROJECT TOTALS								\$ 700,145.00			\$ 229,590.50	\$ 922,735.50			



APPENDIX C
UNITED ENGINEERS, INC. PROPOSAL AND LOE



United Engineers, Inc.

CIVIL ENGINEERING ♦ LAND DEVELOPMENT ♦ CONSTRUCTION MANAGEMENT
SURVEYING ♦ UTILITY ENGINEERING
TBPE FIRM #F-000142; TBPLS FIRM #10117800

January 10, 2025

Richard L. Patrick, PE
13105 Northwest Fwy, Suite 1100
Houston, Texas 77040

**Re: Survey Proposal for Post Road from Hawthorn Village Dr. to Ladonia St.
UEI Proposal P2025-01-10**

Mr. Patrick:

United Engineers, Inc. (UEI) is in receipt of your request for a cost proposal to perform professional surveying services on the above captioned project. This project includes a Topographic Survey (Cat. 6, Cond. II), ROW/Topo Maps (Cat. 1B, Cond. II), Proposed ROW Acquisition (Cat. 1A, Cond. II) and Survey Control Maps per Fort Bend County Survey requirements. The project areas consist of the following items listed below:

SCOPE OF SURVEY SERVICES:

- 1. Right of Entry (ROE) Letters (10 Tracts, R475206, R475207, R42521, R47579, R526562, R330258, R526561, R543042, R516961 & R516959):**
 - a. UEI will draft a ROE for each property owner along the route survey that will need to be accessed for survey.
 - b. UEI will mail out the ROE and put together a ROE spreadsheet with all properties associated and the owners and status of the ROE for each.
 - c. UEI will scan all received ROE Letters and save them for records and will provide them to Fort Bend County (FBC) at the end of the survey.
- 2. Establish Horizontal and Vertical Control Datum:**
 - a. Texas State Plane Coordinate System, South Central Zone (4204), NAD 83' (2011), ITRF (EPOCH 2010.0000), NAVD 88 (GD 12B).
 - b. GPS observe control (RTK), UEI control, NGS control, FBC Control and HGCSO control if found within project area.
 - c. GPS observe control (Static), UEI control, NGS control, FBC Control and HGCSO control if found within project area.
 - d. UEI will run conventional levels through UEI control.
 - e. UEI will provide Project NGS control, FBC control and HGCSO control with published versus as observed comparison if found within project area.
- 3. Category 6, Condition II (Topographic Survey) from Augusta Manor Dr. to Ladonia St., (Approx. 4,500 LF in existing right of way):**
 - a. Standard Topographic survey, see limits defined in Exhibit "A" and include 100' cross sections along route survey.

- b. Topographic Survey will extend up the side streets, 100 feet each direction along Ladonia St., Augusta Manor Dr. and Hawthorn Village Dr. and Luke Matthew Dr.
- c. Topographic Survey will extend 15' beyond the existing ROW where possible.
- d. Place 811 ONE CALL and all locates will be surveyed in.
- e. UEI will coordinate with Geotech firm to tie in up to 10 boreholes.

4. CAD Services (Utility Base Plan and Profile):

- a. UEI will perform private and public Utility Research.
- b. Create and provide a Utility Base Plan and Profile along with a DTM and dynamic storm sewer and sanitary sewer.

5. Existing Topo/ROW Survey Maps:

- a. Provide Category 1B, Condition II (Topo/ROW Maps) along project limits.

6. Survey Control Maps:

- a. Generate Survey Control Maps for the project area.

ADDITIONAL SCOPE OF SURVEY SERVICES:

1. Proposed Basin Parcel Acquisition (1 tract):

- a. Recon and utilize existing Control, see Exhibit "A".
- b. Provide Category 1A, Condition II, ROW Parcel Acquisition.
- c. UEI will provide Limited Title Report for all abstracting requested and identify all current property owners at the time of survey.
- d. UEI will set all parcel corners prior to signing and sealing parcel acquisition plats.
- e. UEI will provide parcel plats and metes and bounds for all parcels.

2. Proposed Basin, Category 6, Condition II (Topographic Survey):

- a. UEI will set new control in Proposed Basin area.
- b. UEI will extend cross sections through property and provide topographic survey for up to 60k Sq. Ft. tract and provide spot elevations at all grade breaks, approximately 50' grid.
- c. UEI will coordinate with Geotech firm to tie up to 5 boreholes within proposed basin.

3. Proposed ROW Parcel Acquisition (10 Tracts, R475206, R475207, R42521, R47579, R526562, R330258, R526561, R543042, R516961 & R516959):

- a. Recon and utilize existing Control, see Exhibit "A".
- b. Provide Category 1A, Condition II, ROW Parcel Acquisition.
- c. UEI will provide Limited Title Report for all abstracting requested and identify all current property owners at the time of survey.
- d. UEI will set all parcel corners prior to signing and sealing parcel acquisition plats.
- e. UEI will provide parcel plats and metes and bounds for all parcels.

4. Re-stake ROW and Survey Control (Three separate project visits):

- a. Recon and recover existing control and re-stake ROW and Survey control for construction.

SUBMISSION SCHEDULE AND DELIVERABLES:

UEI proposes to begin the work within five (5) working days after receiving your written notice to proceed and will attempt to complete all work described in the scope of services, within 40 working days, additional services will add more time if they are requested.

If Additional Survey Scope of Work is selected, The Parcel Plats and Metes and Bounds will take approximately 20 additional working days. These timeframes are after the survey is completed in the scope of services and are contingent on weather conditions and holidays.

UEI's deliverables for the topographic survey will be an ascii file, base plan drawing in AutoCAD format depicting existing right of way, current conditions, and utilities in plan and profile view, Topographic/ROW maps as well as Survey Control Maps signed and sealed by the Registered Professional Land Surveyor.

COMPENSATION

Our fee for providing the professional surveying services as outlined in the SCOPE OF SERVICES fee will be **LUMP SUM**, see breakdown below:

SCOPE OF SURVEY SERVICES:

Item #1: Right of Entry	\$ 2,240.00
Item #2: Horizontal and Vertical Control Datum	\$10,040.00
Item #3: Topographic Survey	\$16,520.00
Item #4: CAD Services Utility Base Plan & Profile	\$ 8,340.00
Item #5: Existing Topo/ROW Survey Maps	\$12,440.00
Item #6: Survey Control Maps	<u>\$10,200.00</u>
Total	\$59,780.00

.....

ADDITIONAL COMPENSATION

Our fee for providing the professional surveying services as outlined in the SCOPE OF SERVICES fee will be **Lump Sum and Hourly not to Exceed**, see breakdown below:

ADDITIONAL SCOPE OF SURVEY SERVICES:

Item #1: Proposed Basin Acquisition (\$3,900 per parcel x 1 Parcel)	\$ 3,900.00
Item #2: Proposed Basin Topographic Survey	\$ 5,190.00

Item #3: ROW Acquisition (\$3,900 per parcel x 10 Parcel)	\$39,000.00
Item #4: Re-stake ROW and Survey Control (\$4,660.00 x 3)	<u>\$13,980.00</u>
Total	\$62,070.00

UEI appreciates this opportunity to submit this proposal and we look forward to working with you to make this a successful project. Should you have any questions, please call me or Kefelegne Tesfaye, P.E. at 713-271-2900.

Sincerely,

UNITED ENGINEERS, INC.



Christin M. Norris, P.E., R.P.L.S.

Director of OSP Telecommunications Design, Land Surveying and Utility Coordination

PROJECT NAME:
 CONTRACT NUMBER:
 CLIENT:
 SUB PROVIDER NAME:

POST ROAD 11-26-24

TASK DESCRIPTION	Hours RPLS	Hours Senior Survey Tech	Hours 3-Person Survey Crew	Hours 2-Person Survey Crew	Hours Survey GPS Instrument	Hours Survey Crew Truck	TOTAL LABOR HRS	TOTAL LABOR COST
Right of Entry ROE		16					16	
							0	
Set Horizontal and Vertical Control			12			12	24	
							0	
GPS Control and Define Datum		4		24	24	24	76	
							0	
Process GPS and produce Control Layout	2	8					10	
							0	
Topographic Survey			64			64	128	
							0	
Locate and tie Right of Way or Property Lines			16			16	32	
							0	
Process control and topographic survey	4	8					12	
							0	
Draft ROW/Topographic survey plat		40					40	
							0	
Survey Control Map	4	40	16			16	76	
							0	
COH Site Monument							0	
							0	
Property Research		16					16	
							0	
Review Topographic Survey Plat	4						4	
							0	
Review Boundary Plat & Metes and Bounds							0	
							0	
One Call 811		8					8	
							0	
SUE Level B-D		32					32	
							0	
SUE Processing		8					8	
							0	
Review SUE deliverables	2						2	
							0	
Utility Coordination		8					8	
							0	
HOURS/MILES SUB-TOTALS	16	188	108	24	24	132	492	
LABOR RATE PER HOUR	\$250.00	\$140.00	\$200.00	\$150.00	\$40.00	\$25.00		
ESTIMATED HOURS PER DAY	8	8	8	8	8	8		
ESTIMATED DAYS	2	23.5	13.5	3	3	16.5		
TOTAL COSTS	\$4,000.00	\$26,320.00	\$21,600.00	\$3,600.00	\$960.00	\$3,300.00		\$59,780.00

\$59,780.00

PROJECT NAME:KENTUCKY ROAD PROPOSED BASIN

CONTRACT NUMBER:

CLIENT:

SUB PROVIDER NAME:

	Hours	Hours	Hours	Hours	Hours	Hours		
TASK DESCRIPTION	RPLS	Senior Survey Tech	3-Person Survey Crew	2-Person Survey Crew	Survey GPS Instrument	Survey Crew Truck	TOTAL LABOR HRS	TOTAL LABOR COST
Right of Entry ROE							0	
							0	
Set Horizontal and Vertical Control			4			4	8	
							0	
Topographic Survey			8			8	16	
							0	
Process control and topographic survey	1	2					3	
							0	
Draft ROW/Topographic survey plat		2					2	
							0	
Survey Control Map	1	2	4			4	11	
							0	
Review Topographic Survey Plat	1						1	
							0	
HOURS/MILES SUB-TOTALS	3	6	16	0	0	16	41	
LABOR RATE PER HOUR	\$250.00	\$140.00	\$200.00	\$150.00	\$40.00	\$25.00		
ESTIMATED HOURS PER DAY	8	8	8	8	8	8		
ESTIMATED DAYS	0.375	0.75	2	0	0	2		
TOTAL COSTS	\$750.00	\$840.00	\$3,200.00	\$0.00	\$0.00	\$400.00		\$5,190.00

\$5,190.00



APPENDIX D
HVJ ASSOCIATES, INC. PROPOSAL AND LOE



Houston	6120 S. Dairy Ashford Rd.
Austin	Houston, TX 77072-1010
Dallas	281.933.7388 Ph
San Antonio	281.933.7293 Fax
	www.hvj.com

October 25, 2024 (Revised December 11, 2024)

Mr. Richard L. Patrick, P.E.
Director of Business Development, Texas
Stuart Consulting Group, Inc.
13105 Northwest Freeway, Suite 1100
Houston, Texas 77040

Re: Geotechnical Investigation
Post Road Reconstruction
Fort Bend County, Texas
Owner: Fort Bend County
HVJ Proposal No. HGT241142

Dear Mr. Patrick:

In response to your request HVJ Associates, Inc. (HVJ) is pleased to submit this revised proposal for providing a geotechnical study for the above-mentioned project. This revised proposal includes the optional scope of services and fee for the potential construction of a new detention basin. This proposal outlines our understanding of the scope of work, our approach and our fees for providing the study.

Project Description

The project involves the improvement of Post Road from Ladonia Street to about 0.73 miles east from its intersection with Ladonia Street in Fort Bend County, Texas. The road improvement consists of the reconstruction of the existing two-lane asphalt pavement road to a four-lane concrete pavement road. The road improvement also includes the construction of new storm sewers. It is assumed that the storm sewers are planned to have an invert depth of about 10 feet and be installed using open-cut techniques.

In addition to the proposed road reconstruction and utility installation, we understand that a new detention basin may be constructed as part of the overall project. We also understand that information related with the detention basin's location, detention area, depth and side slope inclination is not available at the time of preparing this proposal.

The purpose of this study is to perform a geotechnical investigation to provide design and construction recommendations for the proposed pavement reconstruction and underground storm sewer installation. As requested by Stuart Consulting, HVJ provides the scope of work and fee for the new potential detention basin construction as optional services. The following sections present the scope of work and fee for this project.

Mr. Richard L. Patrick, P.E.
HGT241142
October 25, 2024 (Revised December 11, 2024)

Scope of Work

Road Reconstruction and Utility Installation

We propose to drill eight (8) borings, spaced at approximately 500-foot intervals, along Post Road to a depth of approximately 15 feet below the existing pavement. To facilitate the drilling of the borings, the existing pavement is planned to be cored at each borehole. Continuous sampling is planned to be performed to the termination depth of the borings. The depth at which groundwater is encountered during drilling and at 24 hours after drilling will be measured and recorded. The borings will be backfilled with cement bentonite grout upon completion by the tremie method.

Traffic control will be provided during drilling operations. We request Stuart Consulting to provide HVJ with the proper contact information to coordinate the lane closure permit.

Optional Scope of Work – Detention Basin

In addition to the proposed road reconstruction and utility installation, we understand that a new detention basin may be constructed as part of the overall project. We also understand that information related with the detention basin's location, detention area, depth and side slope inclination is not available at the time of preparing this proposal.

We propose to drill two (2) borings within the detention basin area to a depth of about 20 feet below the existing ground surface. Continuous sampling is planned to be performed to the termination depth of the borings. The depth at which groundwater is encountered during drilling and at 24 hours after drilling will be measured and recorded. In addition, one piezometer is planned to be installed at one boring location. Groundwater in the piezometer will be measured and recorded at 24 hours, 7 days, 14 days and 30 days after installation. The piezometer will be removed and abandoned after the 30-day water level reading.

Our scope of work assumes that the new detention basin will be located in an area where site clearance will not be required to access the proposed boring locations. Therefore, our fee for our services does not include a cost for site clearance. If it is determined that site clearance will be required to access the proposed borings, HVJ will revise the fee to include the cost associated with site clearance.

The scope of work presented in this section was developed based on the assumptions listed below. We request Stuart Consulting to provide information related to the detention basin's location, detention area, depth and side slope inclination once it becomes available so HVJ can revise the scope of work and fee for the Geotechnical services related with the design and construction of the new detention basin.

- Detention basin will be located outside a highly vegetated area and site clearance will not be required to access the proposed boring locations. In addition, an ATV drill rig will not be required to access the boring locations.
- Detention basin will have an area of no greater than 5 acres.
- Detention basin will have a maximum depth of 10 feet.

Mr. Richard L. Patrick, P.E.
HGT241142
October 25, 2024 (Revised December 11, 2024)

Laboratory Testing

The borings will be used to determine the site stratigraphy and to obtain samples for laboratory testing. The laboratory testing program is intended to provide confirmation of the field visual soil classifications and to establish properties of the subsurface materials required for engineering analysis.

Laboratory tests to be performed for the road reconstruction and utility replacement may include moisture content (ASTM D2216); Atterberg limits (ASTM D4318); minus No. 200 sieve analysis (ASTM D1140); unconsolidated undrained Triaxial (ASTM D2850), Standard Proctor (ASTM D698), California Bearing Ratio (ASTM D1883) and Optimum Lime Content (PI Method).

Laboratory tests to be performed for the optional scope of work for the new detention basin may include moisture content (ASTM D2216); Atterberg limits (ASTM D4318); minus No. 200 sieve analysis (ASTM D1140); unconsolidated undrained Triaxial (ASTM D2850), Consolidated Undrained Triaxial (ASTM D4767), Double Hydrometer (ASTM D4221) and Crumb (ASTM D6572).

The laboratory tests will be performed in general accordance with ASTM standards, where applicable, or with other established procedures.

Geotechnical Investigation Report

A geotechnical report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Boring logs and test data,
- Groundwater conditions,
- Generalized subsurface conditions,
- Recommendations for utility installation by open-cut techniques,
- Piping system thrust restraint design recommendations,
- Pavement and subgrade design and constructions recommendations,
- OSHA soil classification and trench safety excavations and
- Structural fill and general earthwork recommendations.

We expect to complete this portion of the project in about eight to ten weeks following our receipt of your written Notice to Proceed (NTP) and work authorization. The proposed schedule is shown in the table below. If requested, preliminary design information can be submitted as it becomes available.

Mr. Richard L. Patrick, P.E.
HGT241142
October 25, 2024 (Revised December 11, 2024)

Milestone	Completion Time (After NTP)
Site Visit	5 business days
Field Exploration	15 business days
Laboratory Testing	25 business days
Draft Report	40 to 50 business days

Optional Scope of Work – Detention Basin

The following items will be included in our report:

- Boring logs and test data using HCFCF format,
- Groundwater conditions,
- Generalized subsurface conditions and soil profiles using HCFCF format,
- Slope stability analysis to determine the steepest stable slope for the new detention basin,
- Dispersive potential of on-site soils,
- Erosion control recommendations,
- OSHA soil classification and trench safety excavations and
- Structural fill requirements and general earthwork recommendations.

We expect to complete this portion of the project in about ten to twelve weeks following our receipt of your written Notice to Proceed (NTP) and work authorization. The proposed schedule is shown in the table below. If requested, preliminary design information can be submitted as it becomes available.

Milestone	Completion Time (After NTP)
Site Visit	5 business days
Field Exploration	15 business days
Laboratory Testing	40 business days
Draft Report	50 to 60 business days

Fees and Conditions

Based on the scope of work outlined, the estimated not to exceed fee for these services is shown in the table below. A detailed cost estimate for the proposed work is attached to this proposal.

Scope	Fee
Road Reconstruction	\$22,555.00
Detention Basin (Optional Services)	\$17,455.50
Total	\$40,010.50

Mr. Richard L. Patrick, P.E.
HGT241142
October 25, 2024 (Revised December 11, 2024)

This proposal does not include an allowance for support of plan preparation or consultation during construction. Our credit terms are net 30 days.

HVJ Associates, Inc. uses the Texas One Call System to locate buried utilities. Stuart Consulting and Fort Bend County will be responsible for notifying us of any other utilities that may be present at the site, and for locating them. We will take care to minimize damage to the existing facilities. However, our activities may result in damage to vegetation or unidentified existing utilities. This proposal specifically excludes any costs associated with restoration of vegetation or repair of such utilities damaged by our operations.

Our proposal does not include the costs of precise surveying of the horizontal and vertical location of the borings. Stuart Consulting will be responsible for providing a site plan, with facility locations shown, suitable for use as a base map for our plan of borings.

Stuart Consulting and Fort Bend County will be responsible for providing survey information of the horizontal and vertical locations upon completion of drilling.

Laboratory samples will be held for no more than a period of 30 days following completion of the final report, or 120 days following completion of the draft report.

One copy of our draft report will be delivered. After your review and any comments, one revised final copy of the geotechnical study will be submitted.

The scope of work described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in work scope may be required. HVJ Associates will recommend such changes when and if it is deemed necessary. No changes will be implemented without prior authorization from Stuart Consulting and Fort Bend County.

If this proposal meets with your approval, please send us a subcontract for our review and execution. HVJ Associates, Inc. is pleased to be of service on this project. Please contact us if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. Aponte-Rivera', with a stylized flourish at the end.

Fernando L. Aponte-Rivera, P.E.
Project Manager

GEOTECHNICAL FEE ESTIMATE

Post Road Reconstruction

Client: Stuart Consulting Group, Inc.

HVJ Proposal No. HGT241142

October 25, 2024 (Revised December 11, 2024)

COST BREAKDOWN FOR GEOTECHNICAL INVESTIGATION - ROAD RECONSTRUCTION

Field Investigation (8 borings to a depth of 15 feet)

Mobilization/Demobilization	1	@	\$746.00	lump sum	\$746.00
Soil Boring, Continuous 3-in. (0' - 20')	120	ft @	\$27.00	per foot	\$3,240.00
Project Engineer, PE (Coordination Effort)	4	hr @	\$176.00	per hour	\$704.00
Technician (Non-Certified) (Site visit, utility clearance and soil logging)	30	hr @	\$59.00	per hour	\$1,770.00
Grouting of Completed Boring	120	ft @	\$13.00	per foot	\$1,560.00
Vehicle Charge	30	hr @	\$13.00	per hour	\$390.00
Traffic Control	2	day @	\$1,500.00	each day	\$3,000.00
Pavement Coring (4-inch diameter to 6-inch thickness)	8	core @	\$127.00	each core	\$1,016.00
Pavement Coring (4-inch diameter and over 6 to 12-inch thickness)	24	in @	\$12.00	per inch	\$288.00
			Subtotal		\$12,714.00

Laboratory Testing *

Moisture Content of Soils by Mass (ASTM D-2216)	24	@ \$	12.00	each	\$288.00
Atterberg Limits (ASTM D-4318)	12	@ \$	76.00	each	\$912.00
Percent Passing #200 Sieve (ASTM D-1120)	12	@ \$	59.00	each	\$708.00
Unconsolidated Undrained (ASTM D-2850)	12	@ \$	77.00	each	\$924.00
Standard Proctor (ASTM D-698)	1	@ \$	246.00	each	\$246.00
California Bearing Ratio (ASTM D-1883)	1	@ \$	259.00	each	\$259.00
Optimum Lime Content - PI Method	1	@ \$	292.00	each	\$292.00
			Subtotal		\$3,629.00

Project Management, Engineering Analyses, Report Preparation

Senior Engineer, PE	4	hr @	\$218.00	per hour	\$872.00
Project Engineer, PE	12	hr @	\$176.00	per hour	\$2,112.00
Graduate Engineer	24	hr @	\$122.00	per hour	\$2,928.00
Engineering Assistant	4	hr @	\$75.00	per hour	\$300.00
			Subtotal		\$6,212.00

TOTAL GEOTECHNICAL SERVICES

\$22,555.00

*Note: The number and type of tests performed will depend on the actual soil conditions encountered.

GEOTECHNICAL FEE ESTIMATE

Post Road Reconstruction

Client: Stuart Consulting Group, Inc.

HVJ Proposal No. HGT241142

October 25, 2024 (Revised December 11, 2024)

COST BREAKDOWN FOR GEOTECHNICAL INVESTIGATION - OPTIONAL SERVICES - DETENTION BASIN

Field Investigation (2 borings to a depth of 20 feet)

Mobilization/Demobilization	1	@	\$746.00	lump sum	\$746.00
Soil Boring, Continuous 3-in. (0' - 20')	40	ft @	\$27.00	per foot	\$1,080.00
Project Engineer, PE (Coordination Effort)	4	hr @	\$176.00	per hour	\$704.00
Technician (Non-Certified) (Site visit, utility clearance and soil logging)	25	hr @	\$59.00	per hour	\$1,475.00
Grouting of Completed Boring	40	ft @	\$13.00	per foot	\$520.00
Vehicle Charge (Drilling)	25	hr @	\$13.00	per hour	\$325.00
Piezometer Installation (1 at 20 feet)	20	ft @	\$24.00	per foot	\$480.00
Piezometer Abandonment (1 at 20 feet)	20	ft @	\$20.00	per foot	\$400.00
Technician (Non-Certified) (Piezometer Readings)	12	hr @	\$59.00	per hour	\$708.00
Vehicle Charge (Piezometer Readings)	12	hr @	\$13.00	per hour	\$156.00
Subtotal					\$6,594.00

Laboratory Testing *

Moisture Content of Soils by Mass (ASTM D-2216)	8	@ \$	12.00	each	\$96.00
Atterberg Limits (ASTM D-4318)	4	@ \$	76.00	each	\$304.00
Percent Passing #200 Sieve (ASTM D-1120)	4	@ \$	59.00	each	\$236.00
Unconsolidated Undrained (ASTM D-2850)	4	@ \$	77.00	each	\$308.00
Consolidated Undrained Triaxial (ASTM D-4767)	1	@ \$	1,800.00	each	\$1,800.00
Double Hydrometer (ASTM D-4221)	2	@ \$	266.00	each	\$532.00
Crumb Test (ASTM D-6572)	2	@ \$	38.00	each	\$76.00
Subtotal					\$3,352.00

Project Management, Engineering Analyses, Report Preparation

Senior Engineer, PE	4	hr @	\$218.00	per hour	\$872.00
Project Engineer, PE	15	hr @	\$176.00	per hour	\$2,640.00
Graduate Engineer	30	hr @	\$122.00	per hour	\$3,660.00
Engineering Assistant	4.5	hr @	\$75.00	per hour	\$337.50
Subtotal					\$7,509.50

TOTAL GEOTECHNICAL SERVICES

\$17,455.50

*Note: The number and type of tests performed will depend on the actual soil conditions encountered.



APPENDIX E

AGILITY ENGINEERING PROPOSAL AND LOE



December 16, 2024

Rich Patrick, PE
Masih Mujadidi, PE
Stuart Consulting Group, Inc.
13105 Northwest Freeway, Suite 1100
Houston, TX 77040
RichP@StuartConsultingGroup.com
MasihM@StuartConsultingGroup.com

**PROPOSAL for Professional Engineering Services Professional Engineering Services to
Prepare a Drainage Impact Analysis Report for Post Road Segment 2 and Segment 3
Fort Bend County Precinct 2 Project**

Dear Rich and Masih,

Agility Engineering and Management, Inc. (AEM) is pleased to present this proposal to prepare a PER and Drainage Impact Analysis Report for the proposed roadway improvements to Post Road in Fort Bend County.

Fort Bend County is proposing to improve and extend west Post Road between FM 521 and Conty line. Segment 1, east of the proposed project, was recently constructed. Segment 2 will involve designing a full 4-lane boulevard extending 1,200 feet east from Ladonia Road to the newly constructed Segment 1, which is currently a half-boulevard. Additionally, the scope of Segment 2 includes converting the existing 2,600-foot Segment 1 half-boulevard into a full 4-lane boulevard. Segment 3 involves the design of a full 4-lane boulevard extending from Ladonia Road to FM 521. This proposal includes our understanding of the project scope of work and a budget with a level of effort.

The existing Post Road is a 2-lane asphalt surface road with roadside drainage ditches. The portion of the project west of Ladonia Avenue will be a new road. It is proposed to design a concrete boulevard with curb and gutter. Based on preliminary information, these roadway segments drain towards Chocolate Bayou through existing BCDD channel E101-02-00.

SCOPE OF WORK

Engineer shall evaluate and optimize various drainage design alternatives following the latest adopted Fort Bend County Design and Fort Bend County Drainage District (FBCDD) guidelines and standards and shall be in accordance with Atlas 14 criteria. The Drainage Study will start at the County line and extend west to FM 521 Rd.

Data Collection and Coordination

1. Collect and review pertinent and available information on the project, any previous analyses and models, the project site, and the surrounding region. Obtain and review:

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

Pre-Project Conditions Analysis

1. Develop pre-project conditions drainage area map. Ensure offsite areas affecting the project are included in the analysis.
2. Calculate pre-project conditions impervious cover for drainage areas serving the project as well as offsite drainage areas that may affect the project.
3. Calculate pre-project time of concentration using velocity-based methods appropriate for the types of sheet flow and conveyance systems present in the pre-project condition.
4. Calculate peak flows the 2-, 10-, and 100-year storm events and the 500-year storm event if applicable at existing outfalls of the project site utilizing methodology appropriate for project scope and drainage area size.
5. Create a pre-project conditions hydrograph for each storm event at each outfall included in the analysis.

Post-Project Conditions Analysis

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



Mitigation Alternatives

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

Deliverable: Drainage Alternatives and Analysis Report

Selected Alternative Analysis and Report

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

Deliverable: Approved Drainage Report

Detention Pond Analysis

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

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

- Overall drainage area
- Preliminary trunk line sizing
- Preliminary ditch sizing



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

BUDGET ESTIMATE AND LEVEL OF EFFORT

A Detailed Level of Effort is prepared and presented in the attached worksheet. We estimate a total base budget of \$67,730.00 for the scope of services listed in this proposal.

CLOSING

We thank you for this opportunity to present this proposal and look forward to working with you towards an expedient, effective, and successful project. Please contact us for further information, clarification, or additional help.

Sincerely,

Agility Engineering and Management, Inc.



Karun Sreerama, MBA, PhD, PE
President

Attachment: Level of Effort worksheet



SUB-CONSULTANT - Agility Engineering

Project Name	FBC Post Rd Drainage Report - Stuart Consulting PRIME	
Consultant	Agility Engineering and Management, Inc.	
Project Number		
Date	12/16/24	

BASIC SERVICES

TASK DESCRIPTION	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior CADD-GIS	Cadd Operator - GIS	Admin/ Clerical	TOTAL LABOR HRS. & COSTS
DRAINAGE										
Project Management										0
Data Collection and Coordination										
Collect & Review pertinent and available data, Obtain LiDAR, Review survey, wetland data				8		16		12		36
Site Review				1		12		8		21
Coordinate with Team Members or other agencies				4						4
Collect digital files of the hydrologic & hydraulic models, and any available previous study in vicinity of project site				2		4				6
Obtain and review as built plans for the existing roadways in the vicinity of project site				1		4				5
Pre-Project Conditions Analysis										
Update pre-project conditions drainage area map.				4		8		20		32
Create a pre-project conditions hydrograph for each storm event at each outfall included in the analysis.				4		8				12
Post-Project Conditions Analysis										
Modify pre-project drainage area map as necessary to reflect post-project conditions.				8		20		20		48
Develop and/or update H&H models (HEC-HMS; EPA SWMM)				16		40		20		76
Create a post-project conditions hydrograph at each outfall included in the analysis for each storm event				8		20				28
Selected Alternative Analysis and Report										
Refine mitigation estimate based on updated design incorporating existing topography		1		8		24		20		53
Prepare a preliminary drainage report for HCFCD review per HCFCD Standards		1		8		40		20		69
Respond to HCED/HCFCD comments & resubmit report; obtain approval "interpose no objection" from HCFCD.		1		4		20		8		33
Detention Pond Analysis										
Detention Pond Alternatives and Sizing Parameters		1		20		30		20		71
SUBTOTAL DELIVERABLES	0	4	0	96	0	246	0	148	0	494
HOURS SUB-TOTALS	0	4	0	96	0	246	0	148	0	494
CONTRACT RATE PER HOUR	\$ 360.00	\$ 240.00	\$ 240.00	\$ 180.00	\$ 180.00	\$ 135.00	\$ 135.00	\$ 110.00	\$ 80.00	
TOTAL LABOR COSTS	\$ -	\$ 960.00	\$ -	\$ 17,280.00	\$ -	\$ 33,210.00	\$ -	\$ 16,280.00	\$ -	\$ 67,730.00
% DISTRIBUTION OF STAFFING	0.00%	1.42%	0.00%	25.51%	0.00%	49.03%	0.00%	24.04%	0.00%	100%

Drainage Study - Basic Services \$ 67,730.00

OTHER DIRECT EXPENSES					QTY	UNIT	RATE	COST
					0	each	\$ 1.00	\$ -
					0	each	\$ 1.00	\$ -
					0	day	\$ 1.00	\$ -
					0	day	\$ 1.00	\$ -

ODE SUBTOTAL \$ -

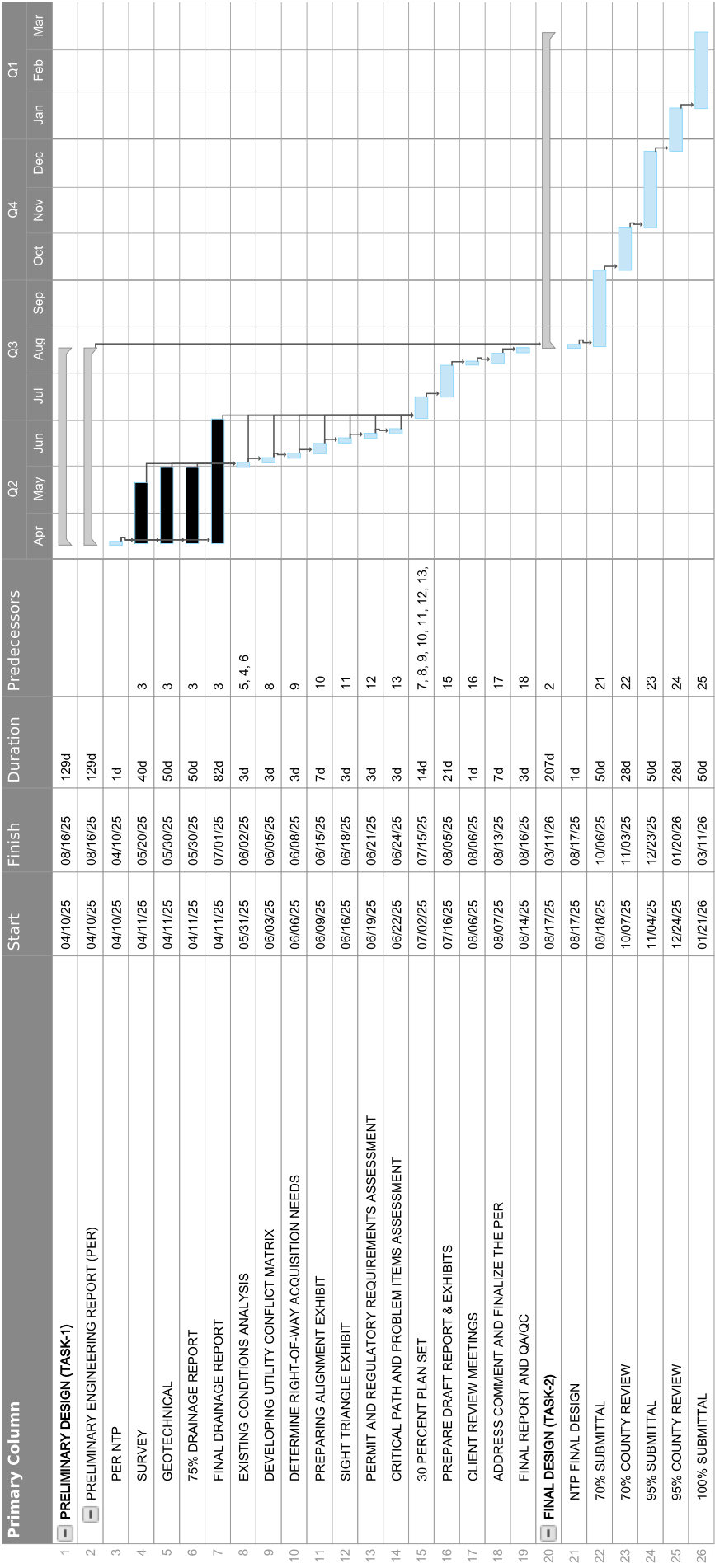
PRIME SUMMARY

TOTAL BASIC SERVICES	\$ 67,730.00
TOTAL OTHER DIRECT EXPENSES	\$ -
TOTAL OPTIONAL ADDITIONAL SERVICES	\$ -
TOTAL	\$ 67,730.00



APPENDIX F PROJECT SCHEDULE

Post Road





APPENDIX G

FINAL DESIGN GOALS AND LIST OF DELIVERABLES

13 DESIGN SUBMITTALS

13.1 GENERAL

The Design Consultant is to fill out the appropriate Review Checklist and include it with the submittal. This will ensure that submittals are complete. Refer to Appendix C for Fort Bend County Submittal Checklists.

Following are the requirements for each Submittal:

13.2 PRELIMINARY ENGINEERING REPORT

Refer to Chapter 1, Preliminary Design for details on this phase of the project.

13.3 70% SUBMITTAL

- A. A digital copy (Adobe Acrobat format, PDF) of the drawings, specifications, and estimate will be required and shall be submitted to the Program Manager.
- B. The 70 percent submittal shall include the following:
 - 1. Cover Sheet with a 70 percent interim seal
 - 2. Index of Sheet
 - 3. General Notes
 - 4. Typical and Non-standard Cross Sections
 - 5. Project Layout Sheet
 - 6. Survey Control
 - 7. Right-of-way (Existing and Proposed)
 - 8. Horizontal Alignment Data
 - 9. Plan and Profile Sheets (detailed callouts not required at 70 percent)
 - 10. Bridge Layout and Details (if applicable)
 - 11. Drainage Area Map with Hydraulic Calculations
 - 12. Traffic Control Plan
 - 13. Signing and Striping Plan
 - 14. Traffic Signal and Details (if applicable)
 - 15. Storm Water Pollution Prevention Plan
 - 16. Cross Sections (100 foot intervals with earthwork calculations)
 - 17. Specification Table of Contents (Use Harris County Specifications. TxDOT Specifications and others to be used as necessary depending

on jurisdiction). Refer to Appendix B for Fort Bend County Specification Table of Contents template.

18. Construction Cost Estimate (PDF and Excel format)
19. Bid Form (PDF and Excel format). Ensure that bid items and units match those shown in the applicable specification. Refer to Appendix B for Fort Bend County Bid template.
20. KMZ file of current design with proposed right-of-way.
21. 70 Percent Review Checklist.

13.4 95% SUBMITTAL

- A. A digital copy (Adobe Acrobat format, PDF) of the drawings, specifications, and estimate will be required and 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:
- C. Verify earthwork quantities with cross sections at 100-foot intervals.
- D. Standard construction details.
- E. Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- F. KMZ file of current design with proposed right-of-way.
- G. Responses to 70 percent comments
- H. 95 Percent Review Checklist.

13.5 100% SUBMITTAL

A digital copy in Adobe Acrobat format (PDF) of the drawings (sealed and signed),

The 100 percent submittal should be considered ready for project advertisement and should include the following:

- A. Project manual
- B. Construction cost estimate
- C. KMZ file of current design with proposed right-of-way.
- D. Responses to 95 percent comments
- E. Recommended maximum number of calendar days for construction

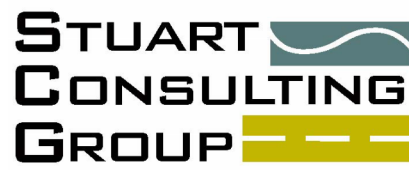
F. 100 Percent Review Checklist

13.6 QUALITY CONTROL

All documents shall be internally reviewed in accordance with the Design Consultant's documented Quality Assurance/Quality Control (QA/QC) process prior to submittal to the Program Manager. Fort Bend County reserves the right to audit QA/QC documents to ensure the process has been followed.

13.7 DESIGN COMPLETION

All items shall be submitted to the Program Manager. Final design efforts will be considered complete when Fort Bend County has approved the documents as evidenced by the Fort Bend County Engineer's signature on the cover sheet.



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APPENDIX H

SCHEDULE OF HOURLY RATES

Stuart Consulting Group, Inc.

Standard Rates (2025)

Classification	Rate
Accountant	\$ 205.00
Administrator	\$ 118.00
Administrative Assistant	\$ 81.00
Assistant Project Manager I	\$ 167.00
Assistant Project Manager II	\$ 195.00
CAD Designer	\$ 126.00
Construction Manager	\$ 131.00
Construction Representative	\$ 102.00
Debris Monitor	\$ 73.00
Debris Program Manager	\$ 139.00
Document Control Specialist I	\$ 98.00
Document Control Specialist II	\$ 136.00
Drafter	\$ 108.00
Engineer I	\$ 150.00
Engineer II	\$ 172.00
Engineer III	\$ 188.00
Engineer IV	\$ 205.00
Engineer V	\$ 243.00
Engineer VI	\$ 296.00
Engineer VII	\$ 323.00
Engineer VIII	\$ 420.00
GIS Specialist	\$ 134.00
Grant Specialist I	\$ 126.00
Grant Specialist II	\$ 177.00
Intern	\$ 70.00
IT Technician	\$ 172.00
Mitigation Specialist	\$ 209.00
Operations Manager	\$ 91.00
Principal	\$ 412.00
Program Director	\$ 375.00
Program Manager	\$ 270.00
Project Manager I	\$ 216.00
Project Manager II	\$ 244.00
Resident Inspector	\$ 95.00
Senior CAD Designer	\$ 171.00
Senior Construction Manager	\$ 184.00
Senior GIS Specialist	\$ 179.00
Senior Grant Specialist	\$ 223.00
Senior Program Manager	\$ 304.00
Senior Project Manager	\$ 281.00
Senior Resident Inspector	\$ 108.00
Senior Surveyor	\$ 172.00
Surveyor	\$ 149.00



APPENDIX I
BID AND CONSTRUCTION PHASE SERVICES GOALS AND LIST
OF DELIVERABLES

14 BID AND CONSTRUCTION PHASE SERVICES

14.1 BID PHASE SERVICES

Upon completion of final design services, Fort Bend County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by Fort Bend County Purchasing Department and provided to the Program Manager and Design Consultant in PDF format.

- A. The Design Consultant will prepare a single project manual file in PDF format, consisting of:
 - 1. The bid form (prepared by the Design Consultant)
 - 2. A sealed and signed specification table of contents (prepared by the Design Consultant)
 - 3. Applicable specifications and other design documents (prepared by the Design Consultant)
- B. The Design Consultant will also prepare the bid form in Excel format. The file should have all cells locked except for the unit pricing. The Design Consultant is to ensure that formulas are provided so that the spreadsheet will calculate the totals for the vendors.
- C. The single project file in PDF format, the bid form in Excel format and one drawing plan set (including signed cover sheet) will be sent to the Program Manager. Printed documents are not required. Purchasing will draft and include the front-end documents in the bid set and upload all the documents to the County's website.
- D. The Design Consultant will attend a pre-bid meeting at the Fort Bend County Purchasing Office. It is not necessary to prepare for the meeting, other than to be able to briefly describe the project and answer questions.
- E. The Purchasing Agent will forward bidder questions to the Program Manager/Design Consultant. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the Design Consultant if necessary. The Purchasing Agent will distribute the addendum.
- F. After the bid, the Program Manager will prepare a bid tabulation and provide a copy to the Design Consultant for filing.

14.2 CONSTRUCTION PHASE SERVICES

- A. The Design Consultant will attend a pre-construction meeting with Fort Bend County staff, Program Manager, Construction Manager, general contractor, and construction materials testing contractor. Prior to the meeting, the Program Manager will inform the Design Consultant of how many drawing plan sets and project manuals are required, and the Design Consultant will provide these documents at the pre-construction meeting.
- B. The Design Consultant will be responsible for reviewing contractor submittals and responding to Requests for Information.
- C. Field visits and progress meetings will not be required unless requested by Fort Bend County.
- D. The Design Consultant will participate in a substantial completion walkthrough.
- E. After project completion, the Design Consultant will prepare record drawings based on contractor as-built markups. The sheets that have deviations from the original plans should have clouds around the changes and should be signed and dated by the Engineer. All sheets should be stamped Record Drawings, including the cover sheet. The cover sheet should be signed, sealed, dated and include the following statement: "This project was constructed in general conformance with the plans, and elevations on these drawings represent what was constructed within engineering tolerances." The Design Consultant is to deliver to Fort Bend County one set of the record drawings in pdf format on a CD/DVD with each sheet stamped "Record Drawings." The CD/DVD shall also include electronic files (AutoCAD or Microstation) as well as a KMZ file showing the existing/proposed right-of-way and proposed improvements. The information contained on this CD/DVD shall also be uploaded to the appropriate folder within Masterworks.