

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 Ten Thousand Six Hundred Forty and 02/100 Dollars (\$910,640.02). 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 Nine Hundred Ten Thousand Six Hundred Forty and 02/100 Dollars (\$910,640.02). 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 Ten Thousand Six Hundred Forty and 02/100 Dollars (\$910,640.02) 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 Ten Thousand Six Hundred Forty and 02/100 Dollars (\$910,640.02).

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, SHALL 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: **Pape-Dawson Engineers**
Attn: Vernon Hegwood, P.E.
2000 NW Loop, Suite 410
San Antonio, TX 78213

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

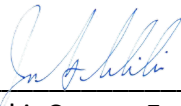
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

PAPE-DAWSON ENGINEERS



Authorized Agent – Signature

Dustin O'Neal
Authorized Agent- Printed Name

Managing Principal, Houston
Title

February 26, 2025
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2025 agreements\engineering\pape-dawson engineers (25-eng-100484)\agmt for professional engineering services - pape-dawson engineers.docx - knm

EXHIBIT A

(Engineer's Proposal Follows Behind)

July 9, 2024

(Revised: December 9, 2024)

(Revised: January 31, 2025)

Mr. Lee Shelton, P.E.
KCI Technologies, Inc.
15021 Katy Freeway, Suite 200
Houston, Texas 77094

Via E-mail: lee.shelton@kci.com

Re: Skinner Lane Segment 1
West Bellfort Street to 2,465' North of McCrary Road

Dear Mr. Shelton:

We are pleased to present this proposal for providing civil engineering and surveying services in connection with the above referenced project.

Our proposed scope of services and associated fees are as follows:

PROJECT UNDERSTANDING

Fort Bend County Precinct One is planning for the reconstruction and widening of Skinner Lane to a proposed two-lane reinforced concrete section with shoulders and roadside ditches for drainage. The project limits will be from West Bellfort Street to 2,465' north of McCrary Road. The project is anticipated to include a bridge structure and a drainage structure for crossings at Oyster Creek. Public utilities will need to be investigated for potential conflicts along the project limits as well as coordination with utility companies. This proposal is for preliminary engineering, final design, bid phase services as well as associated additional services for the project. We understand the drainage study, environmental services and utility coordination are being performed by others.

I. PROJECT MANAGEMENT (TASK 501)

\$82,462.73

This item represents management effort in support of design activities:

- Preparation of exhibits for marketing, permitting, etc. as requested.
- Coordinate project team to meet schedule and deliverables.
- Coordination and status reporting with client, client representative, and other stakeholders.
- Project coordination with adjacent design section.
- Includes up to 4 (four) site visits and/or meetings with client and/or client representatives and stakeholders (in addition to other project meetings called out within the proposal).

II. PRELIMINARY ENGINEERING (DESIGN) (TASK 290)

\$155,550.00

This task includes preparation of a Preliminary Design to address typical engineering and land use issues that may affect the project, and includes the following:

A. Preliminary Design

- Attend kick off meeting & 30% submittal review meeting with County staff and produce meeting minutes.
- Civil Engineer to perform site visit(s) to identify general site conditions.
- Review known existing information available on the site such as survey, topo, site plan, and aerial photographs.
- Review location of existing utilities from available utility company information and prepare order of magnitude opinion of probable cost for conflict resolutions where required.
- Review requirements for street dedications, extensions or improvements that may be required by public entities and provide an opinion on ability to obtain curb cuts to adjacent rights-of-way.
- Review of right-of-way (ROW) impacts.
- Evaluation of structural needs for drainage crossings.
- Coordinate with Corridor Drainage Consultant to determine impacts of drainage regulations on the preliminary design.
- Review platting status and provide initial preparation of parcel exhibit as needed.
- Determine potential conflicts with existing utilities.
- Produce a 30% plan set:
 - Plan set to include cover sheet and plan and profile sheets at scale 1" = 40' (11 x 17) horizontal with existing features and proposed improvements in plan view only (setting a preliminary horizontal alignment)
 - Prepare and include an engineer's opinion of probable cost
- The deliverable to be a Preliminary Engineering Report (PER) consisting of a narrative, applicable plans and a construction cost estimate.
- Scheduled completion time for draft PER is 3 (three) months.

III. GEOTECHNICAL ENGINEERING (TASK 504)

\$75,077.20

Pape-Dawson to utilize a Subconsultant to provide geotechnical engineering services.

The Geotechnical engineering service scope, provided by Aviles Engineering Corporation (AEC), includes investigations and reporting to be completed during preliminary design, in accordance with Fort Bend County criteria. The geotechnical engineer will provide the following tasks (more details are provided via the attached subconsultant proposal in Exhibit A):

- A. Drill a total of 8 (eight) soil borings for the project; 4 (four) borings to 10 feet for the roadway and 4 (four) borings to 100 feet for the culvert or bridge crossings. AEC will also install two piezometers to monitor site groundwater levels, each to 40 feet.
- B. Perform a site reconnaissance prior to drilling and mark the boring locations.
- C. Contact the Texas 811 System to confirm utility locations (on locate of water, sanitary, or storm sewer lines.)
- D. Perform a preliminary fault study, which includes reviewing in-house published fault maps to identify documented faults crossing the alignment and visit the site to observe fault-related features that are evident along the alignment and immediate vicinity.
- E. Analyze the field and laboratory data to provide a geotechnical engineering report that includes:
 - Boring logs with subsurface soils and ground water depth encountered in the borings
 - Preliminary fault study
 - Recommendations for pavement thickness design of concrete pavement, embankment, and subgrade preparation
 - Recommendations for culverts widening (if selected), including allowable bearing capacity, subgrade preparation, cantilever walls, and backfill
 - Recommendations for bridge crossings (if selected), including foundation type, depth, axial capacity, and LPile parameters
 - Construction and groundwater control guidelines for the proposed improvements.

Notes:

- i. *If there is any conflict between the scope presented in Task 504 and the attached Exhibit, the attached Exhibit shall prevail.*
- ii. *The above fee includes a 10% markup.*

IV. TOPOGRAPHIC (DESIGN) SURVEY (TASK 291)

\$277,612.82

The professional surveying services, provided by Landtech, Inc., includes the following scope of work in compliance with Chapters 6 and 7 of the Fort Bend County Engineering Department Engineering Design Manual, March 2022 Edition (more details are provided via the attached subconsultant proposal in Exhibit A):

A. Establish Horizontal and Vertical Control:

- Control will be establish using GPS and Digital Level closed loops
- Tie control to existing control monuments as specified in said Design Manual.
- Coordinate with landowners as surveys proceed.

- Perform Design and ROW Surveying along Skinner Lane (approximately 4,175 linear feet) and one intersecting street (West Bellfort Street – 100 linear feet). The total length of survey is 4,275 linear feet.
- Temporary benchmarks and baseline control to be set at 1,000– foot maximum spacing between points.
- Baseline control shall be recovered or re-established immediately prior to construction.
- The traverse line, design baseline, and overall survey control map to be monumented in the field and prepared as specified in Sections 6.G & 6.H.

B. ROW Survey:

- Preparation of an Existing ROW Map as a standalone map set with cover sheet and a separate table listing each parcel and the parcel number as specified in Section 7.3.A., and as further described in Section 7.5, of said Manual.
- Meet the standards and specifications for the Texas Society of Professional Surveyors Category 1B, Condition II survey as specified in Section 6.L. of said Manual.
- Once the final proposed ROW has been determined by the Engineer, Landtech will prepare and submit Initial and Final Proposed ROW Map submittals, as well as Initial and Final Exhibit Documents consisting of a Parcel Map and a Metes-and-Bounds Description for each parcel to be acquired for the project as specified in Section 7.3.B, and as further specified in Section 7.4, of said Manual.
- ROW Survey is to meet the standards and specifications for the Texas Society of Professional Surveyors Category 1b, Conditions II survey as specified in Section 6.L. of said Manual.
- Parcels to be staked in the field. Final deliverables will also include KMZ and GIS deliverables as specified.

C. Design Survey:

- Topographic Survey will be performed as specified by Chapter 6 of said Manual within the existing ROW and 20 feet beyond the existing or proposed ROW, whichever is greater.
- Where the ROW crosses Oyster Creek (2 locations) we will survey full cross-sections of Oyster Creek at ROW lines and at 100-foot intervals for 500 feet up and downstream (12 sections for each location).
- Where the ROW runs adjacent to Oyster Creek the roadway cross sections will extend to the nearest edge of water (17 sections).
- Roadway cross sections will be taken at intervals of 100 feet. Structures in clear view and within 100 feet of the existing or proposed ROW will be surveyed.
- Texas811 (One Call) will be contacted to request marking of underground utilities, and Landtech will survey said markings.
- Landtech will perform initial utility research of public and privately owned utilities to obtain copies of record drawings.

- Visible underground structures will be located. Bridges will be surveyed as specified in Section 6.J.
- Deliverables will be provided as specified in Section 6.M.
- The survey will also include location of eight (8) geotechnical borings, with coordinates and surface elevations provided in a text file and shown in the CAD map.

Note: *If there is any conflict between the scope presented in Task 291 and the attached Exhibit, the attached Exhibit shall prevail.*

V. FINAL DESIGN (TASK 201)

\$323,320.00

The preparation of construction drawings and specifications accurately and efficiently. Submittals to include drawings, specification table of contents and construction cost estimate. Applicable design criteria include, in order of priority:

(1) Fort Bend County Engineering or Drainage District criteria/standards, including the Fort Bend County Drainage Criteria Manual (Fort Bend County Drainage District, November 1987, revised April 1999), (2) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (3) Guidelines for Engineers Having Contracts with Harris County, Texas (Harris County Public Infrastructure Department, 1987), (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) the Infrastructure Design Manual (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). This project will not require any municipality reviews. Municipalities contributing funds to the project may review the submittals. Interim submittals to be made at the 70%, 95% and pre-100% milestones including the following tasks:

- A.** Review and revise plans per comments from 30% Design Review meeting.
- B.** Submit plans to the Texas Commission on Environmental Quality (TCEQ), as necessary.
- C.** Support high-level pricing effort for one option.
- D.** Review land dedication, easement, and platting requirements for proposed option as required.
- E.** Deliverables will be exhibits required by the County for the overall utilities and site plan.

- F. Produce the 70%, 95% and 100% Design submittal(s) for County review;**
- The 70 percent submittal will include the following:
 - Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
 - Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
 - Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
 - Survey control map
 - Include Drainage Area Map prepared and sealed by Corridor Drainage Consultant.
 - Plan and profile sheets (1"=20' full-sized plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
 - Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged)
 - Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details)
 - Bridge layout and details (if applicable)
 - Specification table of contents (use Harris County Specifications)
 - Bid form with estimated unit and total costs (spreadsheet based)
 - The 95 percent submittal will be considered complete with 95% interim seal, and shall include all of the 70 percent requirements plus the following:
 - General notes sheet
 - Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections will be included in plans)
 - Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
 - Standard construction details
 - Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
 - Responses to 70 percent comments
 - Physical submittal requirements are the same as for the 70 percent submittal.

- The 100 percent design submittal shall consist of one sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate sent to the Project Manager. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.
- Attend biweekly meetings for length of design phase.

VI. CONSTRUCTION PHASE SERVICES (NOT INCLUDED)

VII. DIRECT EXPENSE (REIMBURSABLE EXPENSES) (TASK 503) \$5,500.00
(IF REQUIRED)

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services.

VIII. OPTIONAL ADDITIONAL SERVICE (TASK 490) \$23,180.00
(IF REQUIRED)

Detention pond design included as an optional additional service to be completed as authorized.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Any professional opinions or recommendations related to our scope of work shall be provided in written format on Pape-Dawson letterhead and not solely expressed verbally in meetings or as part of any demonstrative presentation or email discussions.*
- ◆ *Attendance at project design team meetings and other meetings, as requested, for a maximum of Thirty-Two (32) hours is included within the scope and fees.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No drainage studies are included.*
- ◆ *No construction phase services are included.*
- ◆ *No value engineering is included herein.*
- ◆ *This proposal does not include a fee to prepare easements for electrical or gas services. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- ◆ *This proposal allows that Pape-Dawson to submit the civil/site documents related to this project to the Texas Department of Licensing & Regulation for review of Americans with Disabilities Act elements. Fees related to this submittal to be charged as a direct expense.*

- ◆ *Additional services required by the Client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- ◆ *Proposal excludes travel expenses.*
- ◆ *This proposal does not include any work outside the referenced property, unless specifically noted above.*
- ◆ *This proposal does not include platting services.*
- ◆ *Client will provide all Environmental information necessary for design.*
- ◆ *Client will provide the TPDES Pollution Prevention Plan.*
- ◆ *This proposal does not include any expediting fees.*
- ◆ *The proposal assumes that the drainage crossings will remain one bridge crossing of a similar size to the existing structure and one culvert structure for the second crossing. Significant modification of the Oyster Creek crossing structures (e.g.- a lengthened and/or elevated structural crossing) to address roadway flooding or other concerns shall be considered an additional service.*
- ◆ *This proposal does not include any SUE investigations. If it is determined that a SUE investigation is required, it will be considered an additional service.*
- ◆ *Proposal assumes that all offsite drainage design, including but not limited to detention basins and possible rerouting of adjacent impacted streams, will be performed by the Corridor Drainage Consultant and is excluded from this proposal.*

SUMMARY OF SCOPE AND FEES

I.	Project Management	Task 501	Lump Sum	\$82,462.73
II.	Preliminary Engineering (Design)	Task 290	Lump Sum	\$155,550.00
III.	Geotechnical Engineering	Task 504	Lump Sum	\$68,252.00
IV.	Topographic (Design) Survey	Task 291	Lump Sum	\$252,375.29
V.	Final Design	Task 201	Lump Sum	\$323,320.00
VI.	Construction Phase Services (Not Included)			
VII.	Direct Expense	Task 503	If Required	\$5,500.00
VIII.	Optional Additional Service	Task 490	If Required	\$23,180.00
Total:				\$910,640.02

BASIS OF COMPENSATION

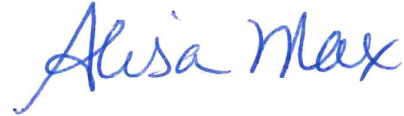
Pape-Dawson's compensation is a lump sum in the amount of **\$910,640.02** for the services identified above. This budget figure does include Direct Expenses (defined below). If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services.

AGREEMENT

We have requested standard terms and conditions for engineering services from Fort Bend County ("County Agreement") for review. This proposal is not binding until the Parties have aligned on a mutually agreeable contract using the County Agreement as a basis.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Alisa Max, P.E., ENV SP
Vice President



Dustin O'Neal, P.E.
Managing Principal, Houston

KCI TECHNOLOGIES, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

KCI TECHNOLOGIES, INC.

ACCOUNTS PAYABLE CONTACT INFO

Name: _____

Address: _____

Phone: _____

Email: _____

Attachments:

- Level of Effort Spreadsheet
- Aviles Geotechnical Proposal
- LandTech Surveying Proposal

Fort Bend County Fee Estimate Worksheet
 Skinner Ln - West Bellfort St to 2.465' North of McCrary Rd
 Level of Effort for Pape-Dawson (PD)

TASK DESCRIPTION	VP/ASSOC VP	SENIOR PROJECT MANAGER QADC	PROJECT MANAGER	ASSISTANT PROJECT MANAGER	PRINCIPAL ENGINEER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	GIS TECHNICIAN	SENIOR UTILITY COORDINATOR	SENIOR DESIGNER	DESIGNER	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	CLERICAL	Aviles	Pape-Dawson	Landtech	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET
BASIC SERVICES																					
1. Preliminary Design (LS)																					
Topographic Survey and ROW Mapping																	X		\$	476,177.29	
Geotechnical Investigation																		X	\$	252,375.29	
Drainage Impact Analysis																			\$	68,252.00	
Establish a Typical Cross Section	1	1	8		10	10				12									\$	8,420.00	
Develop Preliminary Horizontal Alignment	1	1	8		12	16				36									\$	15,860.00	
Review ROW Impacts	1		8		12	12													\$	7,430.00	
Determine Potential Conflicts with existing facilities & utilities	1		6		12	20				16									\$	12,270.00	
Identify Critical Path Items																			\$	0	
Identify Problem Areas and Potential Resolutions																			\$	0	
Site Visit					4	4													\$	2,760.00	
Prepare 30% Plans	8	8	24		30	64				70									\$	45,376.00	
Prepare 50% Bridge Layout	4	2	2		16	24				28									\$	17,210.00	
Prepare 50% Culvert Layout	2	2	2		8	16				24									\$	11,880.00	
Complete Prelim Construction Cost Estimate	1	1	4		12	20				16									\$	12,140.00	
Utility Coordination																			\$	0	
Final Engineering - Pre-bid	2	2	16		16	20								4					\$	13,680.00	
Preliminary Phase Expenses																			\$	0	
SUE Services (See attached breakdown)																			\$	0	
Reimbursable Expenses																			\$	7,500.00	
2. Final Design (LS)																					
Cover sheet & Index					2	2				8									\$	2,500.00	
General Notes					2	2				4									\$	1,740.00	
Typical Sections (70%-Final)	1	2			8	12				16									\$	3,910.00	
Project Layout	1	2	2		2	8				20									\$	7,420.00	
Drainage Area Maps	1	2	2		4	12				12									\$	3,330.00	
Drainage Calculations																			\$	0	
Plan and Profile Sheets (roadway, Drainage, Public Utilities)	4	8	12		40	64				80									\$	46,180.00	
Intersection Layouts or Cross Street Details																			\$	0	
Signing & Pavement Markings	1	2	2		8	24				40									\$	16,410.00	
Traffic Control Plan	1	2	4		16	40				80									\$	30,140.00	
K12 Criteria for each Submittal					6	12				12									\$	6,570.00	
Traffic Signal																			\$	0	
Detail Sheets	1	2	2		10	16				16									\$	10,580.00	
Standard Details	8	2	2		8	8				20									\$	4,880.00	
Bridge Plans & Standards	8	4	2		80	140				140									\$	83,390.00	
Culvert Plans & Standards	4	2	2		20	60				80									\$	36,250.00	
Technical Specifications	1	2	2		12	12				28									\$	6,650.00	
Bid Form					8	12													\$	6,150.00	
Construction Cost Estimate	1	2	2		20	20				16					8				\$	14,130.00	
Utility & Agency Approvals																			\$	0	
Cross Sections with earthwork calculations	1	2	2		24	24				28									\$	18,370.00	
Responses to Comments	1				12	20								4					\$	8,460.00	
Weekly Project Meetings (4 Months) + Prep Time	12		12							8				8					\$	7,220.00	
Final Design Phase Expenses																			\$	0	
3. Bid Phase Services (T&M)																					
Project Manual & Plans (PDF Format on Compact Disc * 27)																			\$	-	
Attend Pre-Bid Meeting																			\$	0	
Answer Bidder Questions & Addendum																			\$	0	
Attend Pre-construction Meeting																			\$	0	
Review Contractor Submittals																			\$	0	
Answering Requests for Information																			\$	0	
Substantial Completion Walkthrough																			\$	0	
Record Drawings																			\$	0	
Bid & Construction Phase Expenses																			\$	0	
TOLR Coordination																			\$	0	
Consultant Management																			\$	0	
Coordinate With Utility Companies During Construction Phase as Required																			\$	0	
4. Additional Services																					
Direct Expenses (See attached breakdown)																			\$	-	
SWPPP Sheets (P/C)																			\$	-	
Contingency (See attached breakdown)																			\$	0	
5. Optional Services																					
Detention Pond	2	4	8		12	40				40									\$	23,180.00	
Traffic Signal Modification at FM 1464																			\$	106	
Drainage Survey (C-Still - approx. 1,800 LF)																			\$	-	
Abstracting 5 Parcels																			\$	-	
Topographic and boundary survey not to exceed 65 acres (at \$3,000 per acre)																			\$	-	
Prepare parcel acquisition drawings and associated notes and bounds description for up to five (5) parcels @ \$5,000 EA																			\$	-	
6. Management																					
Coordinate with Adjacent Segment	40		40																\$	82,462.73	
Project Meetings (see 4 total)	16		16																\$	21,000.00	
Project Controls/Invoicing	40		40																\$	8,400.00	
Coordinate, Review, Manage Subconsultants																			\$	21,000.00	
Permit Coordination																			\$	32,082.73	
7. Direct Expenses																					
Travel Expense																			\$	5,500.00	
MANHOUR SUBTOTAL																					
	158	55	234	0	478	734	0	0	0	784	0	0	0	24				2,231		84	
LABOR RATE PER HOUR	7%	2%	10%	0%	19%	33%	0%	0%	0%	36%	0%	0%	0%	1%							
SUBTOTAL LABOR	\$320.00	\$280.00	\$206.00	\$180.00	\$266.00	\$226.00	\$170.00	\$130.00	\$180.00	\$190.00	\$150.00	\$190.00	\$115.00	\$115.00							
	\$46,920.00	\$15,400.00	\$47,970.00	\$0.00	\$112,860.00	\$166,180.00	\$0.00	\$0.00	\$0.00	\$150,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,760.00						
TOTAL																			\$	910,640.02	



November 21, 2024

Mr. Vernon Hegwood, P.E.
Pape-Dawson Engineers
2107 CityWest Boulevard, Third Floor
Houston, Texas 77042

Re: Geotechnical Investigation Proposal
Skinner Lane Improvements, Segment 1
From West Bellfort Street to 3970 feet North of McCrary Road
FBCE Project 23103
Fort Bend County, Texas
AEC Proposal No. G2024-06-10R1

Dear Mr. Hegwood,

Aviles Engineering Corporation (AEC) is pleased to present this geotechnical investigation proposal for the Fort Bend County Engineering Department's (FBCED) proposed Skinner Lane Segment 1 project from West Bellfort Street to 3,970 feet North of McCrary Road, in Fort Bend County, Texas.

Based on preliminary information provided by you and KCI Technologies, AEC understands Skinner Lane will be reconstructed and widened from an asphalt roadway to a concrete roadway. In addition, some segments of the existing roadway alignment will be adjusted (i.e. 'smoothed curves') through currently undeveloped properties. AEC understands that the new roadway will have open drainage swales; no storm sewers are under consideration at this time. AEC notes that the proposed alignment will cross over two channels, which will require either a culvert expansion or new bridges. Recommendations for any proposed waterlines or sanitary sewers are not in AEC's proposed scope of service. **If culvert expansions are selected for both crossings instead of new bridges, the number and depth of the borings and proposed fees may be adjusted, if necessary.**

In accordance with Chapter 8 of the 2022 Fort Bend County Engineering Department Engineering Design Manual, AEC proposes to drill a total of 8 soil borings for the project; 4 borings to 10 feet for the roadway and 4 borings to 100 feet for the culvert or bridge crossings. AEC will also install two piezometers to monitor site groundwater levels, each to 40 feet. The boring and piezometer locations are shown on the attached Proposed Boring Location Plan. The total drilling footage is 440 feet. We will perform a site reconnaissance prior to drilling and mark the boring locations. We will contact the Texas 811 System to confirm utility locations; however, Texas 811 does not locate water, sanitary, or storm sewer lines. We request that drawings showing existing underground utilities along the project alignment be provided to AEC prior to starting field work. Because of the proposed alignments, some of AEC's borings (such as Borings B-2 and B-3) will be located on private property. AEC requests that Pape-Dawson (PD) arrange right of entry for private property access for AEC personnel and field work crews.

Based on Google Earth, AEC anticipates that all of the borings can be access using a truck-mounted drill rig, provided the ground is dry. Drilling may be delayed after rainfall events to prevent damage to the ground surface, such as rutting. AEC will use a subcontractor to provide traffic control during field work operations. We will collect samples continuously from the ground surface to a depth of 20 feet, and then at 5 foot intervals thereafter to the boring termination depths. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be



obtained of granular soils (ASTM D-1586). Representative portions of all soil samples will be sealed, packaged, and transported to our laboratory. We will note any visual evidence or odor indicating hazardous materials if encountered in the samples. Water level readings will be noted during drilling and obtained upon completion of drilling. Borings B-1 and B-4 will be converted to piezometers after completion of drilling. Piezometers will be monitored after 24 hours and after approximately 30 days, after which they will be plugged and abandoned. Boreholes located on existing pavement will be grouted with cement-bentonite upon completion of drilling, while borings located off pavement will be backfilled with bentonite chips. Existing pavement (if any) will be patched with cold-placed asphalt. In accordance with FBCED requirements, AEC requests that the boring locations be surveyed after drilling is completed.

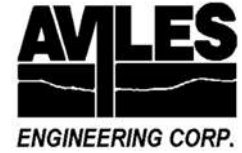
Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, and unconfined compression, and unconsolidated-undrained (UU) triaxial tests depending on the soil types encountered. As part of our services, we will perform a preliminary fault study, which includes reviewing in-house published fault maps to identify documented faults crossing the alignment, and we will also visit the site to observe fault-related features that are evident along the alignment and immediate vicinity.

We will analyze the field and laboratory data to provide a geotechnical engineering report that includes: (i) boring logs with subsurface soils and ground water depth encountered in the borings; (ii) preliminary fault study; (iii) recommendations for pavement thickness design of concrete pavement, embankment, and subgrade preparation; (iv - a) recommendations for culverts widening (if selected), including allowable bearing capacity, subgrade preparation, cantilever walls, and backfill; (iv - b) recommendations for bridge crossings (if selected), including foundation type, depth, axial capacity, and L-Pile parameters; and (v) construction and groundwater control guidelines for the proposed improvements.

The estimated total lump sum fee for our services based on the current scope is **\$68,252.00**, as presented on the Itemized Fee Estimate in the Attachments. The fees are based on the following assumptions: The fee assumes a truck rig can reach the boring locations and the field personnel will use Level D during the field exploration; (ii) any right-of-way for private property access for drilling will be provided to AEC at no charge; (iii) buggy rig mobilization, pavement coring, standby time, safety training, surveying, tree clearing, fence removal/restoration, working with hazardous materials, environmental sampling/testing/evaluation, and plan/specification review are not included in the above fee.

We will mark the boring locations, contact Texas 811 to locate and clear utilities, within 1 week after we receive notice to proceed and right of entry agreements are obtained. We will mobilize the drill rig within 2 to 3 weeks after the boring locations are marked and utilities are cleared. Drilling will take approximately 5 days to complete. The laboratory soil testing will require approximately 3 to 4 weeks after completion of drilling. We will provide a draft geotechnical report approximately 2 weeks after laboratory testing is completed and necessary project drawings are provided to AEC. We will provide the final geotechnical report approximately 2 weeks after review comments are received. The geotechnical reports will be provided as an electronic copy. The provided time frame is an estimate based on AEC's current schedule at the time this proposal was written and will remain valid for 60 days from the date of the proposal. If project authorization is received after 60 days, then the schedule estimated herein may be subject to change.

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. To authorize us to proceed with the proposed geotechnical services, please issue us a Subconsultant agreement or Professional Services Contract to proceed with the services clearly reflecting the scope of services to be performed and referencing this proposal.



We appreciate the opportunity to present this proposal, and look forward to working with you.

Respectfully Submitted,
AVILES ENGINEERING CORPORATION
(TBPELS FIRM REGISTRATION NO. F-42)

A handwritten signature in blue ink, appearing to read "W. Wang", is positioned above the printed name of the signatory.

Wilber L. Wang, P.E.
Senior Engineer

Attachments: Itemized Fee Estimate and Boring Location Plan

ITEMIZED FEE ESTIMATE

8 Borings Total: 4@10', 4@100'. Two Piezometers Total: 2@40'.

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Mobilization/Demobilization	1	LS	@	\$746.00	\$746.00
Daily Mobilization (Drilling Crew)	4	hrs.	@	\$565.00	\$2,260.00
Field Coordination (Project Geologist)	8	hrs.	@	\$176.00	\$1,408.00
Utility Clearance (Project Geologist)	4	hrs.	@	\$176.00	\$704.00
Preliminary Fault Study (Project Geologist)	8	hrs.	@	\$176.00	\$1,408.00
Boring Layout & Site Reconnaissance (Project Geologist)	8	hrs.	@	\$176.00	\$1,408.00
Pavement Coring (6" dia, 6" thick core, min charge \$400)	0	ea.	@	\$192.00	\$0.00
Pavement Coring (6" dia, 6"-12")	0	inch	@	\$12.00	\$0.00
Field Logger (Senior Technician)	50	hrs.	@	\$96.00	\$4,800.00
Soil Drilling and Continuous Sampling (0 to 20 ft)	120	ft.	@	\$27.00	\$3,240.00
Soil Drilling and Intermittent Sampling (20 to 50 ft)	120	ft.	@	\$24.00	\$2,880.00
Soil Drilling and Intermittent Sampling (50 to 100 ft)	200	ft.	@	\$27.00	\$5,400.00
Grouting Holes (Cement-bentonite)	360	ft.	@	\$13.00	\$4,680.00
Traffic Control Subcontractor	5	days	@	\$1,250.00	\$6,250.00
Install Piezometers	80	ft.	@	\$26.00	\$2,080.00
Metal Piezometer Covers	0	ea.	@	\$60.00	\$0.00
Piezometer Monitoring (Technician)	8	hrs.	@	\$69.00	\$552.00
Piezometer Abandonment	80	ft.	@	\$21.00	\$1,680.00
On-site Standby Time, if incurred (2-man Crew)	0	hrs.	@	\$320.00	\$0.00
Vehicle Charge	66	hrs.	@	\$13.00	\$858.00
	SUBTOTAL				\$40,354.00
B. GEOTECHNICAL LABORATORY TESTING					
Atterberg Limits (ASTM D-4318)	32	ea.	@	\$76.00	\$2,432.00
Passing No. 200 Sieve (ASTM D-1140)	32	ea.	@	\$59.00	\$1,888.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	4	ea.	@	\$69.00	\$276.00
Moisture Content (ASTM D-2216)	124	ea.	@	\$12.00	\$1,488.00
Unconfined Compression (ASTM D-2166)	8	ea.	@	\$54.00	\$432.00
Unconsolidated-Undrained Test (ASTM D-2850)	26	ea.	@	\$77.00	\$2,002.00
1-D Consolidation (ASTM D-2435)	0	ea.	@	\$650.00	\$0.00
Crumb Dispersion (ASTM D-6572)	8	ea.	@	\$46.00	\$368.00
Double Hydrometer Dispersion (ASTM D-4221)	2	ea.	@	\$266.00	\$532.00
Consolidated-Undrained Test (ASTM D-4767)	0	ea.	@	\$1,800.00	\$0.00
	SUBTOTAL				\$9,418.00
C. PROJECT MANAGEMENT, MEETINGS, ENGINEERING, & REPORTS					
Principal Engineer, P.E.	0	hrs.	@	\$266.00	\$0.00
Senior Engineer, P.E.	8	hrs.	@	\$218.00	\$1,744.00
Project Engineer, P.E.	48	hrs.	@	\$176.00	\$8,448.00
Graduate Engineer, EIT	64	hrs.	@	\$122.00	\$7,808.00
Senior Technician (Drafting)	5	hrs.	@	\$96.00	\$480.00
Reproduction (electronic copies only)	0	copies	@	\$30.00	\$0.00
	SUBTOTAL				\$18,480.00
	TOTAL ESTIMATED FEE				\$68,252.00

November 1, 2024

Mr. Vernon Hegwood, P.E.
Vice President
Pape-Dawson Engineers
2107 CityWest Boulevard, Third Floor
Houston, TX 77042

RE: Proposal for Professional Surveying Services – Skinner Lane Segment 1, Fort Bend County, Texas

Dear Mr. Hegwood:

It is my pleasure to submit this proposal to provide professional surveying services for the above-referenced project. The Scope of Work is per your request received via email dated 6/6/2024, for Design Surveying and Right of Way (ROW) Surveying, as last revised 10/16/2024, with details as follows. Surveys will comply with Chapters 6 and 7 of the Fort Bend County Engineering Department Engineering Design Manual, March 2022 Edition. See also the Survey Limits PDF map attached as Exhibit 2.

Establish Horizontal and Vertical Control and tie control to existing control monuments as specified in said Design Manual using GPS and Digital Level closed loops. Coordinate control surveys with the surveyor of adjacent segment of Skinner Lane (approximately 4,175 linear feet) and one intersecting street (West Bellfort Street – 100 linear feet). The total length of survey is 4,275 linear feet. Temporary benchmarks and baseline control will be set at 1,000-foot maximum spacing between points as specified in Section 6.F. Baseline control shall be recovered or re-established immediately prior to construction. The traverse line and design baseline will be monumented in the field as specified in Section 6.G. An overall survey control map will be prepared as specified in Section 6.H.

ROW Survey: Landtech will prepare an Existing ROW Map as a standalone map set with cover sheet and a separate table listing each parcel and the parcel number as specified in Section 7.3.A., and as further described in Section 7.5, of said Manual. Once the final proposed ROW has been determined by the Engineer, Landtech will prepare and submit Initial and Final Proposed ROW Map submittals, as well as Initial and Final Exhibit Documents consisting of a Parcel Map and a Metes-and-Bounds Description for each parcel to be acquired for the project as specified in Section 7.3.B, and as further specified in Section 7.4, of said Manual. The ROW Survey will also meet the standards and specifications for the Texas Society of Professional Surveyors Category 1B, Condition II survey as specified in Section 6.L. of said Manual. All parcels will be staked in the field. Final deliverables will also include KMZ and GIS deliverables as specified.

Design Survey: Topographic Survey will be performed as specified by Chapter 6 of said Manual within the existing ROW and 20 feet beyond the existing or proposed ROW, whichever is greater. Where the ROW crosses Oyster Creek (2 locations) we will survey full cross sections of Oyster Creek at ROW lines and at 100-foot intervals for 500 feet up and downstream (12 sections for each location). Where the ROW runs adjacent to Oyster Creek the roadway cross sections will extend to the nearest edge of water (17 sections). Roadway cross sections will be taken at intervals of 100 feet. Structures in clear view and within 100 feet

of the existing or proposed ROW will be surveyed. Texas811 (One Call) will be contacted to request marking of underground utilities, and Landtech will survey said markings. Landtech will perform initial utility research of public and privately owned utilities to obtain copies of record drawings. All visible underground structures will be located. Bridges will be surveyed as specified in Section 6.J. Deliverables will be provided as specified in Section 6.M. The survey will also include location of eight (8) geotechnical borings, with coordinates and surface elevations provided in a text file and shown in the CAD map. We assume a separate field mobilization will be necessary for this task.

Fees for the services described above will be as follows:

Control Surveying (Lump Sum)	=	\$ 15,937.37
Topographic Surveying and Mapping (Lump Sum)	=	\$ 74,518.24
Proposed ROW Surveying & Mapping (Lump Sum)	=	\$ 75,729.18
Proposed Acquisition Parcels (Lump Sum Per Parcel)		
- 24 Parcels x \$3,591.27	=	<u>\$ 86,190.50</u>
Total Estimated Fee based on estimated 24 Parcels	=	\$252,375.29

Please see the spreadsheet attached as Exhibit 1 for a breakdown of the fee by unit and task.

Thank you for the opportunity to submit this proposal. We look forward to working with you.

Sincerely,

Landtech, Inc.

Accepted by:

(Authorized Representative for Pape-Dawson Engineers)



Dennis Chalaire, RPLS
Vice President

_____date_____
(Name)
(Title)

Attachment: Exhibit 1 - Spreadsheet
Exhibit 2 - Survey Limits

Skinner Lane Segment 1_2024-11-1.docx

Subprovider: Landtech, Inc.

Exhibit 1
Fee Schedule

Skinner Lane
Segment 1

A Project Management - Lump Sum	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	CADD OPERATOR SENIOR	SURVEY TECHNICIAN SIT - SENIOR	SURVEY TECHNICIAN	FIELD COORDINATOR	ABTRACTOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Design Team Progress Meetings and Reports	4	8		4					16
HOURS SUB-TOTALS	4	8	0	4	0	0	0	0	16
CONTRACT RATE PER HOUR	\$242.16	\$233.30	\$134.15	\$131.27	\$93.76	\$121.08	\$109.27	\$95.98	
TOTAL LABOR COSTS	\$968.64	\$1,866.40	\$0.00	\$525.08	\$0.00	\$0.00	\$0.00	\$0.00	\$3,360.12
% DISTRIBUTION OF STAFFING	25.0%	50.0%	0.0%	25.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL									\$3,360.12

E, ROW and Design Surveys - Lump Sum	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	CADD OPERATOR SENIOR	SURVEY TECHNICIAN SIT - SENIOR	SURVEY TECHNICIAN	FIELD COORDINATOR	ABTRACTOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
1. Right of Entry		3		6			6	3	18
ROW Surveys									
2.a. Prepare Existing ROW Map.	3	26	52	32		1	32		146
2.b. Initial Prop. ROW Map.	3	26	92	32					153
2.c Final ROW Map	3	26	28	4		1			62
3.a. Initial Exhibit Documents (24 Parcels).	4	52	144	144				3	347
3.b. Final Exhibit Documents, and ArcGIS, kmz; Stake Parcels.	4	21	34	48		2		3	112
Design Surveys									
4. Cross Sections and DTM and Existing Profile	5	12	168	36		3			224
5. Existing utilities.	included in 4.								0
6. Topographic Features	included in 4.								
9. Locate Wetlands									0
10. Locate Boreholes (8)		1	1	2		1			5
11. Locate and Set Control	1	8		12		1			22
12. Control Sheets		8	20	8					36
HOURS SUB-TOTALS	23	183	539	324	0	9	38	9	1125
CONTRACT RATE PER HOUR	\$242.16	\$233.30	\$134.15	\$131.27	\$93.76	\$121.08	\$109.27	\$95.98	
TOTAL LABOR COSTS	\$5,569.68	\$42,693.90	\$72,306.85	\$42,531.48	\$0.00	\$1,089.72	\$4,152.26	\$863.82	\$169,207.71
% DISTRIBUTION OF STAFFING	2.0%	16.3%	47.9%	28.8%	0.0%	0.8%	3.4%	0.8%	
SUBTOTAL									\$169,207.71

Labor Summary - Lump Sum	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	CADD OPERATOR SENIOR	SURVEY TECHNICIAN SIT - SENIOR	SURVEY TECHNICIAN	FIELD COORDINATOR	ABTRACTOR	ADMIN/ CLERICAL	TOTAL MH	TOTAL COSTS
A Project Management - Lump Sum	4	8	0	4	0	0	0	0	16	\$3,360.12
E, ROW and Design Surveys - Lump Sum	23	183	539	324	0	9	38	9	1,125	\$169,207.71
SUBTOTAL LABOR EXPENSES	27	191	539	328	0	9	38	9	1141	\$172,567.83

Subprovider: Landtech, Inc.

Exhibit 1
Fee Schedule

Skinner Lane
Segment 1

Unit Costs - Lump Sum	1-PERSON SURVEY CREW	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW							TOTAL LABOR HRS. & COSTS
ROW Surveys										
1. Right of Entry										
2.a. Prepare Existing ROW Map.		56								56
2.b. Initial Prop. ROW Map.		40								40
2.c Final ROW Map										
3.a. Initial Exhibit Documents (24 Parcels).										
3.b. Final Exhibit Documents, and ArcGIS; kmz; Stake Parcels.		84								84
Design Surveys										
4. Cross Sections and DTM and Existing Profile		168								168
5. Existing utilities.		included in 4.								
6. Topographic Features		included in 4.								
9. Locate Wetlands										
10. Locate Boreholes (8)		10								10
11. Locate and Set Control		32								32
12. Control Sheets										
Unit Costs - Lump Sum										
	# OF UNITS	COST/UNIT	UNIT							Total Cost
1-Person Survey Crew	0	\$145.00	Hour							\$0.00
2-Person Survey Crew	390	\$200.00	Hour							\$78,000.00
3-Person Survey Crew	0	\$245.00	Hour							\$0.00
SUBTOTAL DIRECT EXPENSES										
										\$78,000.00

Other Direct Expenses - Lump Sum										
	# OF UNITS	COST/UNIT	Unit							Total Cost
Mileage	2418	\$0.670	mile							\$1,620.06
Certified Letter Return Receipt	24	\$7.20	each							\$172.80
Standard Postage	20	\$0.73	page							\$14.60
SUBTOTAL DIRECT EXPENSES										
										\$1,807.46

Summary - Lump Sum		Total Costs	
Labor		\$172,567.83	
Unit Costs		\$78,000.00	
Other Direct Expenses		\$1,807.46	
GRAND TOTAL		\$252,375.29	

EXHIBIT 2

