STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Engineering, Design, and Bid Phase services– Project No. 23404)

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 Isani Consultants, LP ("Engineer"), a a Texas limited partnership. County and Engineer may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Engineer provides professional engineering services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide such professional engineering services for Engineering, Design, and Bid Phase services for Band Road, Seg. 2 under Mobility Bond Project No. 23404; 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 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 $1,544,790.94. 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 $1,544,790.94. 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 $1,544,790.94 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 $1,544,790.94.

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 EXCERCISES CONTROL. IN ADDITION, ENGINEER SHALL 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, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.

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:
Isani Consultants, LP
10448 Westoffice Dr
Houston, Texas 77042

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 ACKNOWLEDEDGED 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

ISANI CONSULTANTS, LP

_____
Authorized Agent – Signature

Murthy Made
Authorized Agent- Printed Name

Project Manager
Title

3/14/2025
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

EXHIBIT A

(Engineer's Proposal Follows Behind)

civil \ design \ engineers

February 13, 2025

Mr. Marcus Baskin, P.E., PMP, CFM, ENV SP
Sr. Project Manager
Pape-Dawson Engineers
2107 CityWest Blvd, Third Floor
Houston, TX 77042

Subject: Fort Bend County Mobility Bond Program
FBC Project Number: 23404
Proposal for Professional Engineering Services: Band Road– From Ustinik Road to State Highway 36, Precinct 4

Dear Mr. Baskin:

Isani Consultants, LP is pleased to submit the proposal for **Preliminary Design, Final Design, and Bid Phase services** for the above-referenced project. The following documents are attached herewith:

- **Exhibit A:** Scope of Services (Preliminary and Final Design)
- **Exhibit B:** Compensation for Professional Engineering Services
- **Exhibit C:** Project Schedule (Preliminary and Final Design)
- **Exhibit D:** Project Team Sub-Consultants
- **Exhibit E:** 2024 Billing Rate Schedule
- **Exhibit F:** Project Limits

The total proposed fee for professional engineering and additional services including Drainage Analysis, Detention Pond Design, Topographic Survey, Geotechnical Investigations, Traffic Signal design, and Level A SUE investigation will be **$1,544,790.94.**

Please review and let us know if you have any comments or clarifications regarding the scope of services submitted.

We appreciate the opportunity to propose this project. Please contact me if you have any questions or need additional supporting information regarding this request.

Sincerely,

Murthy Made, P.E., PMP, ENV SP
Project Manager
Isani Consultants, LP

civil \ design \ engineers

December 11, 2024

"EXHIBIT A" – Scope of Services

Band Road

From Ustinik Road to State Highway 36

FBC Project #23404, Precinct 4

Fort Bend County has requested a proposal for **Preliminary Engineering, Final Design Phase Services, and Bid Phase Services** to improve the existing 2-lane asphalt undivided roadway (with roadside ditches) to a 4-lane curb & gutter boulevard section and an underground storm sewer drainage system. The project area is generally rural residential.

PROJECT LIMITS AND DETAILS:

1. The Band Road project will begin at the intersection of Band Road & Ustinik Road and end at the intersection of Band Road & State Highway 36.

2. The existing road is projected/proposed to be widened to accommodate 4-lane concrete curb and gutter boulevard section with drainage improvements from Ustinik Road to State Highway 36, with left-turn lanes as needed. The existing ditches east and west of the existing roadway is projected/proposed to be replaced with a storm sewer system.

PROJECT SCOPE

GENERAL:

1. Coordination with Geotechnical, Survey, SUE, Drainage Analysis, Traffic signal and design support consultants for the project will be performed during the Preliminary Engineering and Design Phase.
2. TxDOT Coordination and permitting for the project at the intersection of Band Road and State Highway 36 will be performed during the Preliminary Engineering and Design Phase.
3. Coordination with Public Water, Sewer & Private, pipeline, and MUD engineers as needed.
4. Coordination with the City of Rosenberg and TCEQ as needed.

I. Phase I - PRELIMINARY ENGINEERING

A Preliminary Engineering Report (PER) shall serve as a summary document that incorporates the recommendations from the supporting investigative reports, results from working meetings with Fort Bend County, necessary approvals, and final recommendations from the Consultant's efforts. The document will serve as the

framework for the design phase, having addressed the major issues that affect the roadway design and supporting infrastructure.
The Preliminary Engineering Phase shall include the preparation and approval of reports necessary to support the recommendations and design of the roadway and all appurtenances included, but not limited to, Geotechnical Investigations, Hydrology and Hydraulic Analysis, including a drainage report. Environmental Site Assessments, Wetlands Assessment, Delineation, Concurrence/Permitting, and associated tasks will be performed by others. A schematic layout showing the proposed improvements for the Roadway will be prepared for the preliminary meeting followed by the Preliminary Construction Plans (30%). The Preliminary Engineering Report will be following the requirements stated in the Fort Bend County Design Manual.

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

The Preliminary Engineering Phase shall include working meetings with Fort Bend County and other consultants/sub-consultants and a drainage meeting with Fort Bend County Drainage District prior to submitting the draft Drainage Report for the project. During this phase, the topographic survey will be performed and the existing conditions will be evaluated including roadway geometrics, soils, and traffic. In addition, during this phase parcels should be defined.

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

Proposed improvements will include Roadway Geometry, Pavement Structure, Storm Sewer System and Detention. A Preliminary Construction Cost Estimate will be prepared and included in the Preliminary Engineering Report.

A Draft Preliminary Engineering Report will be submitted, after initial review of the existing conditions, which include, but not limited to, Exhibits, Preliminary Construction Drawings, Survey/Right-of-Way Acquisition Maps, Roadway Alignment, preliminary traffic control plan, Geotechnical, Environmental Site Assessment, Drainage Report, and Utility Conflicts. Consultant shall provide preliminary schematics and exhibits to support discussions to solicit input from Fort Bend County on decision items. The draft PER is expected to be submitted approximately 3 months from Notice to Proceed.

Exhibits/Attachments shall include:

- Schematic Layout of Roadway
    - Provide a Plan View Layout with proposed roadway improvements. Include the location of the proposed trunk storm sewer and detention facilities as necessary. The schematic layout shall be at a scale of 1" = 40' on 11"x17" sheets. Include a Cover Sheet with a Vicinity Map with the project limits. The schematic will show the pavement marking concept so that traffic movements can be considered and reviewed during the study phase. Provide the proposed typical sections on the schematic. Typical Sections shall be drawn at 1"=20' horizontal and 1"=2' vertical scale on 11"x17" sheets. The location of soil borings will be identified.
- Cost Estimates
    - Provide a preliminary construction cost estimate for the final recommendation provided in the Abbreviated Preliminary Engineering Report.

- Utility Tables
    - The consultant shall coordinate with utility and pipeline companies that have existing facilities in or adjacent to project limits. The coordination shall include:
        - Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (i.e., CenterPoint Energy, AT&T, etc.).

        - Level B SUE:
          Identify all existing utilities within the existing and proposed rights-of-way. Provide a list of existing utilities with owner and contact information. Coordinate with the utility companies and provide information and schematics, as necessary.

        - Send records requests to utility companies and obtain I.D. numbers (CenterPoint and AT&T).

        - Identify any utilities that are within dedicated easements that will be within the proposed right-of-way.

- Prepare a conflict table during the Preliminary Design phase to highlight conflicts. The table shall include the given ID number for the potential conflicts, stations along the centerline for the utilities and crossings, the owner of the utility, contact name, address, phone number, and email address, any notes such as it may be in a possible conflict.

- Sight Distance
  - The consultant shall investigate sight distance restrictions and general operating conditions of all existing and proposed intersections along Band Road within the project limits.

  - Sight distance restrictions will be investigated, and Approach and Departure Site Triangles will be developed for the intersections for determining the safe passing distance and stopping sight distance for the traffic.

SCOPE OF ADDITIONAL SERVICES FOR THE PROJECT:

SURVEYING (by Landtech.):

1. Topographic Survey:

Topographic Survey of Band Road from Ustinik Road to State Highway 36. Cross-section at 100 feet interval extending 20 feet past the proposed right of way. Provide Level B SUE and notify 811. Survey intersecting side streets 100 feet past the existing or proposed right of way. Locate soil boring by others. Provide data in Microstation, DTM, TIN file, and point file. Prepare survey control sheet with recovery sheet for control points. Location of pipeline and local utilities uncovered by others. Tie to NGS monument for horizontal and vertical control. Surveyors have the responsibility of obtaining the right-of-entry (ROE) for the properties.

2. Mapping

A plan view map focused on the roadway shall be developed using either GIS or CAD software and will include an aerial photo and the following features at a minimum.

1. Right of way and property lines of adjacent properties.
2. Street addresses for adjacent properties.
3. Owner's name and parcel size.
4. Existing pavement edges and lane assignments.
5. Existing private and public utilities (if any).
6. Existing drainage facilities and direction of flow (as available).
7. Existing traffic signals (if any).
8. Existing driveways.

The map will be delivered as a 11"x17" PDF and *.kmz file.

3. Right of Way Survey

Prepare the Right of Way map to determine the existing ownership and existing right of way. Project abstracting; without the benefit of a title company, obtain deeds of records and plats relating to Band Road, adjoining tracts, and intersecting roadways. Prepare a KMZ file with ownership information, proposed takings, and a preliminary roadway layout. Prepare Survey Control Sheets to be delivered in PDF format.

4. Detention Pond:

Provide a topographic survey of the proposed detention pond, location to be determined.

5. Right of Way Staking (3 times):

Verify existing control and TBM's. Stake the project alignment at the beginning, End and at any PC, PI, PT stations. Stake the existing right-of-way line at any PC, PI or PT locations as well as at areas between these points if necessary. Estimated staking 3 times minimum.

GEOTECHNICAL SCOPE OF SERVICES (by Associated Testing Lab):

The geotechnical scope of services based on the Fort Bend County Engineering Design Manual and HCFCD specifications for the detention pond are as follows:

1. Field Exploration

- Drilling and sampling **13 borings** along the road alignment to a depth of 15-feet each and 1 boring at the intersection of Band Road and SH 36 to a depth of 25-feet.
- Drilling and sampling **six (6) borings** to a depth of 20-feet in the **detention pond area**. One (1) piezometer will be installed to monitor 24-hour, 15-day,
- and 30-day water level readings.
- Obtaining continuous soil samples to a depth of 15 feet, and then at five (5) foot intervals thereafter to the borings' termination depths.
- Associated testing Lab will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin-walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).

2. Laboratory Testing

- Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, and swell tests, as deemed appropriate.

3. Engineering Analyses and Reporting

Utilizing the results of observations both in the field and in limited laboratory tests, Associated Testing Lab will author a report that will include the following subjects:

- Soil stratigraphy: soil encountered up to 25 feet.
- Groundwater conditions and groundwater control during construction
- The boring log information will include all laboratory test results and field observations.
- Develop design recommendations for the underground utilities. The recommendations will include buried structures such as manholes etc.
- Classify the soil types in accordance with OSHA requirements based on the characteristics of the soils along the alignment.
- Recommend the utility bedding in accordance with Fort Bend County, City of Houston specifications and Harris County.
- Perform laboratory Proctor Compaction tests on the subgrade soil from the pavement areas in accordance with ASTM D-698 to obtain 95% soil density.
- Perform California Bearing Ration test “CBR”.
- Present Resilient Modulus “Mr” to be used for flexible pavement.
- Present Modulus of Subgrade Reaction “Ks” to be for Rigid pavement design.
- Provide rigid pavement recommendations.
- Present subgrade stabilization options such as lime/fly-ash for cohesion-less soils and lime for cohesive soils.
- The detention pond and the drainage channel recommendations including:
- Stability of the basin side slopes for short- and long-term conditions
- Evaluation of bottom instability due to excess hydrostatic pressure.
- Groundwater table and its variability.
- Identification of dispersive soils.
- Potential erosion problems.
- Constructability issues.
- Evaluation of seepage (natural clay liner and/or sealing agents, if needed).
- Recommend construction considerations, as deemed necessary.
- Recommend back-fill material specifications.

- Discuss the effects of poor drainage and the presence of trees on the performance of the utilities and pavement.

DRAINAGE (HYDROLOGY & HYDRAULIC ANALYSIS) (by RG Miller):

We will perform the following Hydraulic and Hydrologic support services during the preliminary design phase.

The scope of services includes the following tasks:

1. Preparation of Drainage Impact and Mitigation Analysis Report for submission and approval of Fort Bend County Drainage District:

- Determine existing and proposed condition discharge rates from the proposed roadway alignment and limits. Confirm the limits of the analysis with the preliminary layout for the proposed roadway. Discharge rates for proposed conditions will reflect the change in Tc and the change of the drainage system from open ditch to storm sewers. Additionally, all new areas of Proposed Right-of-Way (ROW) will be accounted for in the drainage calculations.

- Develop hydrographs for existing and proposed conditions for design storms and determine required detention volume requirements to offset the increase in peak runoff rates for storms up to the 100-year events. Storms to be evaluated for the analysis will include the 2-, 10- and 100-year events using Atlas 14 rainfall data.

- Perform drainage area delineations for the proposed conditions and develop onsite and offsite flow calculations for proposed conditions. Perform extreme event sheet flow analysis.

- Identify all mitigation requirements, including measures needed to eliminate impacts on flow rates and floodplain storage. Such measures may include a proposed detention pond, floodplain excavation, etc.

- Provide options for detention pond(s) size and location, if needed.

- Coordinate drainage requirements with adjacent segments of Band Road for detention volumes.

2. Preparation of Drainage Report:

- Prepare a written report detailing the assumptions made in the drainage study and hydraulic analysis, the obtained results, and proposed mitigation

recommendations as per FBCDD criteria. The report will summarize background information, methodology, and results regarding the existing conditions and proposed improvements. Figures, tables, appendices, etc. will be provided to convey relevant information.

TRAFFIC SIGNALS (by RG Miller):

We will develop the preliminary schematic for modifying the existing signalized intersection at Band Road and State Highway 36 as per the Proposed Geometry for the intersection.

Modifications may include proposed locations for traffic signal poles, pedestrian signals and push buttons, vehicular detection, etc.

II. Phase 2 - FINAL DESIGN

The Design Phase of the project shall consist of the preparation of completely approved construction documents that reflect the Preliminary Engineering Report recommendations accepted by Fort Bend County. The Design shall build upon the framework identified in the Preliminary Engineering Phase and include roadway design, profiles, drainage system and appurtenances, and details, necessary for a complete design review. The submittal milestones for Fort Bend County shall follow the project schedule as shown in "Exhibit C".

A Meeting will be held to discuss the traffic control and provide the following preliminary documents for communicating the significant construction traffic control concepts and to enable review and discussion at the meeting: phasing overview drawing (roll plots), typical cross-section(s) for each major phase and preliminary traffic control detail plans showing the temporary transitions at the ends of the project. Also, provide preliminary traffic control detail plans for intersections with existing traffic signal control and, if off-site detours are anticipated, a detour concept sketch.

The Design Submittal shall address all comments from the Preliminary Engineering phase of the project, design phase milestone submittals, and the construction review meetings. The Design Submittal shall include the submittal of the 11"x17" construction ready Plans, Specifications, and Cost Estimate (PS&E). The submittal milestones will be 70%, 95%, and 100%.

The design phase shall also include the preparation of an Exhibits and Utility Conflict list and coordination with utility companies.

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

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

Additional Considerations for the Design Phase are:

Roadway and Drainage Design:

1. The Design Phase services will be performed in accordance with the DESIGN STANDARDS AND DETAILS, Fort Bend County Engineering Department, Latest Edition.

2. The Roadway design and construction of Band Road shall comply with the requirement of Fort Bend County regulations and follow ENGINEERING DESIGN MANUAL, Latest Edition.

3. The design and construction of Band Road drainage systems shall comply with the requirement of Fort Bend County regulations and Fort Bend County Drainage District (FBCDD) DRAINAGE CRITERIA MANUAL and TxDOT (if required).

4. The pavement elevation shall be set in accordance with the Fort Bend County Guidelines.

5. The pavement section shall be evaluated by the Geotechnical Investigations and Report, if not adequately designed in accordance with the recommendations.

6. Provide coordination with Fort Bend County for any adjacent developments within the project area limits.

7. Plan and Profile sheets will be created for a scale of 1" = 40' for horizontal and 1"=4' for vertical with all the references attached and shown as per the Fort Bend County design requirements for all submittals and the Final Submittal will be a standard 11"x17". All the CAD work will follow Fort Bend County design standards.

8. Driveway width and location should match existing when feasible. Also, driveways should meet Fort Bend County Regulations of Subdivisions, Section 7 requirements. The centerline station and percent grade shall be indicated on the drawings for all driveways.

9. All the intersections or where the sidewalks exist shall include pedestrian ramps in accordance with the current ADA requirements

Traffic Control Plans (TCP) and Signing and Pavement Marking Plans:

1. A construction traffic control meeting shall be held prior to the 70% submittal and will be scheduled by the Fort Bend County Project Manager with the Traffic Engineer and the Construction Programs Division. Provide the following preliminary documents for communicating the significant construction traffic control concepts and to enable review and discussion at the meeting: phasing overview drawing (roll plots), a typical cross-section(s) for each major phase, and preliminary traffic control detail plans showing the temporary transitions at the ends of the project.

2. Provide preliminary traffic control detail plans for intersections with existing traffic signal control and, if off-site detours are anticipated, a detour concept sketch.

3. Traffic Control Plans and Permanent Signing and Pavement Marking Plans will be provided as per the MUTCD and Fort Bend County Engineering Department Standards.

Utilities:

The Design Consultant is responsible for updating the Utilities Conflict List and submitting it with the 70%, 95% and Final submittals to all utility owners with facilities in project area. Rail roads and irrigation channels will be included, if applicable, on the utilities conflict list. The Design Consultant will update the utility locations and apply notes required by the utility owners for crossing, working around, or relocations to the construction plans. The Design Consultant will coordinate the relocation of utilities, public or private, with their respective owners and coordinate crossing agreements as needed. Construction plans and schedules for utility relocations shall be delivered with the 95% and Final construction plans with an updated Utility Conflict list. If during design a Utility Agreement will be needed, the Design Consultant will notify the Program Manager expeditiously. The Design Consultant will be required to provide any project exhibits that are needed for the Utility Agreements.

Storm Water Pollution Prevention Plans (SWPPP):

The Design Consultant will include a Storm Water Pollution Prevention Plan (SWPPP) in the construction plans at the 70% and subsequent submittals. The Design

Consultant will prepare a SWPPP Report the necessary forms and permit templates, and related information as soon as possible after the PER presentation meeting.

Permitting/Coordination:

The Design Consultant will identify all entities required to review and approve the construction plans and obtain their approval prior to the Final submittal. The Design Consultant will provide a list of any permits or fees that the contractor will be required to obtain along with a recommended allowance amount for payment of the fees.

Bidding:

The Design Consultant will attend the Pre-Bid Conference and provide responses to any technical questions received from the potential bidders. The Program Manager will prepare a detailed bid tabulation to include all bid items, and all bidders organized from lowest to highest bidder. The Program Manager will check the references of the lowest or most advantageous bidder and make a recommendation for contract award. The Design Consultant will review the bid tabulation and bidder references and confirm provide comments or confirm they have no concerns.

III. Project Management

The Design Consultant will provide an experienced Project Manager for the duration of the design and construction of the project. The Engineer's Project Management tasks during the project will include the following at a minimum.

A. An in-person kick-off meeting (after contract with FBC is in place) will be held at the office of the Program Manager and shall include at least one representative from each subcontracted firm. The Design Consultant shall prepare the Meeting Minutes and distribute within a week after the meeting.

B. Design Consultant will designate 2 representatives to be the secure account holders to interact with Fort Bend County's project management software "MasterWorks" and receive training, if necessary.

C. Design Consultant will develop the agenda and conduct bi-weekly progress meetings with the Program Manager. The agenda is due to the Program Manager 2 days prior to the progress meeting for verification of the topics to be discussed. Progress meetings can be held via TEAMs or in-person at either the Program Manager's office or the Engineers office at the discretion of the Program Manager. The frequency of the meetings can be increased or decreased depending on the progress of the project.

D. The Design Consultant shall provide meeting minutes for all meetings with Fort Bend County, the Program Manager, public or private utilities, or land owners.

E. The Design Consultant will provide a simple written monthly progress reports to coincide with the last day of the Design Consultant's billing period for each month. Progress reports will include action items for the following month and shall be included with the Engineer's invoices.

F. The Design Consultant will create and maintain a utility coordination log that will be updated by the last day of the Engineer's billing period for each month.

G. Design Consultant shall coordinate and attend project related meetings as needed.

H. Design Consultant shall conduct regular meetings with their subcontracted firms and document all communications. Engineer shall insure that all work products from their subcontracted firms are received and secured in a timely fashion. Engineer shall provide work products as requested by Fort Bend County or the Program Manager per the schedule and upon request.

I. Design Consultant is responsible for timely invoicing of their work and subcontractor's work. Design Consultant shall submit their invoice to the Program Manager via email for confirmation that the invoice is acceptable in format and progress. The Design Consultant is responsible for paying their subcontractors, if any, within 30 days of receipt of payment from Fort Bend County.

J. Design Consultant shall develop and maintain a detailed project schedule. The updated project schedule will be reviewed at the monthly Progress Meetings. Allow 2 weeks for Program Manager review of the 30%(PER), 70% and Final submittals and 3 weeks to review the 95% submittal.

K. The Design Consultant shall obtain all plan approvals and permits necessary for the project to proceed to construction.

L. All plans with proposed pedestrian facilities shall be registered with TDLR, reviewed by TDLR approved review firm, and inspected after construction. The TDLR registration number shall be included on the Cover Sheet of the 70% and subsequent submittals.

IV. Optional Services

1. Prepare parcel plats and metes and bounds for acquisitions. Stake line with iron pins
2. Prepare parcel plats and metes and bounds for Unrestricted Visibility Easement (UVE)

3. B. Subsurface Utility Investigation - The surveyor shall provide a fee for Level A SUE per location per hole. This will be used if needed at any point of the project.
4. If it is determined in PER that the existing water and Sanitary lines within the project limits require to be relocated, we will include the plan and profile sheets for the water and sanitary lines to be relocated. Any additional water and sanitary lines which do not exist will be an additional service.
5. Public coordination: As needed during the project Study phase, Isani will have one (1) public meeting with affected property owners to provide information about the project purpose, scope, and schedule as well as the opportunity to discuss potential right-of-way (ROW) impacts during project construction. This meeting may be held virtually or in-person and is intended for property owners within the project area that may potentially direct ROW impacts during project design and construction.

"EXHIBIT B" - Compensation for Professional Services
Project Name: Band Road
Project Limits: From Ustinik Road to State Highway 36
FBC Project Number: 23404 | Isani Project Number: 25PVxx

BASIC SERVICES				
1	**Preliminary Engineering Report**			
	Preliminary Engineering Design (Lump Sum)			
1.1	(includes Project Management & Coordination with sub-consultants)	$ 291,680.00		
1.2	**Drainage (H&H)**	$ 125,440.00		
			$	**417,120.00**
2	**Final Design (Lump Sum)**		**$**	**523,280.00**
3	**Bid Phase (Lump Sum)**		**$**	**18,260.00**
4	**Geotechnical Investigations**			
4.1	*Field Exploration (14 boreholes)*	$ 22,962.00		
4.2	*Laboratory Testing*	$ 9,340.00		
4.3	*Engineering and Report Writing*	$ 15,550.00		
4.4	*Traffic Control*	$ 12,960.00		
4.5	*Detention Pond (6 boreholes for 5 acres)*	$ 35,968.00		
			$	**96,780.00**
5	**Survey**			
5.1	*Establish Project Control*	$ 14,116.14		
5.2	*Existing Right-Of-Way*	$ 50,490.72		
5.3	*Toographic Survey*	$ 69,920.56		
5.4	*Create Parcel Plat Map and M&B Descriptions (13 parcels @ $3828.74.40 each)*	$ 49,773.62		
5.5	*Detention Pond Survey (for 5 Acres)*	$ 13,835.15		
5.6	*Other Direct Expenses*	$ 3,165.52		
			$	**201,301.71**
6	**Detention Pond Design**			
6.1	*Preliminary Detention Basin Design*	$ 32,640.00		
6.2	*70% Submittal*	$ 46,240.00		
6.3	*95% Submittal*	$ 22,070.00		
6.4	*Final Submittal*	$ 17,420.00		
			$	**118,370.00**
7	**Traffic Signal**			
7.1	*Traffic Counts (Direct Expenses)*	$ 800.00		
7.2	*Traffic Signal Warrant Analysis*	$ 10,140.00		
7.3	*Traffic Signal Design*	$ 30,744.00		
			$	**41,684.00**
	SUB-TOTAL FOR BASIC SERVICES (1-7)		**$**	**1,416,795.71**
	OPTIONAL ADDITIONAL SERVICES			
8	**Level A SUE Services (20 Testholes @ $3329/Testhole)**		**$**	**66,580.00**
9	**Waterline And Sanitary Line Design (Task A1)**		**$**	**24,655.00**
10	**Public Coordination**		**$**	**20,685.00**
11	**Construction Staking (3 times)**		**$**	**16,075.23**
	SUB-TOTAL FOR OPTIONAL SERVICES (8-11)		**$**	**127,995.23**
	TOTAL SERVICES (BASIC & OPTIONAL)		**$**	**1,544,790.94**

BAND ROAD
FROM USTINIK ROAD TO STATE HIGHWAY 36
ISANI CONSULTANTS, L.P. PROPOSAL - FEBRUARY 13, 2025
PRELIMINARY DESIGN LEVEL OF EFFORT

EXHIBIT B

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	**Total**
Contract Rate Per Hour			$300.00	$205.00	$180.00	$160.00	$140.00	$120.00	$95.00		
NO.	**LEVEL OF EFFORT: TASK LIST**	**LEVEL OF EFFORT (ESTIMATED HOURS)**									
PRELIMINARY DESIGN (TASK A)											
A1	PRELIMINARY ENGINEERING/DESIGN		2	96	78	302	416	268		1162	$ 173,040.00
A2	DRAINAGE ANALYSIS FOR ROADWAY (H&H) (BY RG Miller)										$ 125,440.00
A3	GEOTECHNICAL INVESTIGATIONS (BY Associated Testing Lab)										$ 96,780.00
A4	TOPOGRAPHIC SURVEY AND ROW MAPS (BY LandTech)										$ 217,376.94
A5	PROJECT MANAGEMENT		6	166		226	288		14	700	$ 113,640.00
A6	OTHER EXPENSES										$ 5,000.00
	TOTAL ESTIMATE FOR PRELIMINARY DESIGN										**$ 731,276.94**
PRELIMINARY DESIGN											
PRELIMINARY ENGINEERING/DESIGN (TASK A1)											
1	Key Maps, Vicinity Maps and Other Maps					4	4	12		20	$ 2,640.00
2	Requesting Facility Maps and Record Drawings from the concerned companies/organizations			4		8	12			24	$ 3,780.00
3	Evaluate Existing Conditions										
3.1	*Geometrics*			2	2	6	10			20	$ 3,130.00
3.2	*Topographic Conditions*			1		6	6			13	$ 2,005.00
3.3	*Traffic*			2		4	4			10	$ 1,610.00
4	Utilities Coordination and Contact List Table			2		20	28			50	$ 7,530.00
5	Major Utility Conflicts Table			2		16	24			42	$ 6,330.00
6	Proposed Improvements										
6.1	*Geometrics (Design Criteria and Typical Sections)*			2	4	8	8			22	$ 3,530.00
6.2	*Paving*			2	2	6	8			18	$ 2,850.00
6.3	*Drainage*			2	2	12	16			32	$ 4,930.00
6.4	*Permitting Requirements*			2		6	8			16	$ 2,490.00
7	Review and Check Topographic Survey (with field visit)			4	2	12	12			30	$ 4,780.00
8	Study Existing ROW and provide Recommendations for Proposed ROW			4		8	12			24	$ 3,780.00
9	Identify Problem Areas and Potential Resolutions			6		12	24	12		54	$ 7,950.00
10	Basemaps & Existing Plan and Profiles	15		10	12	40	60	80		202	$ 28,610.00

BAND ROAD
FROM USTINIK ROAD TO STATE HIGHWAY 36
ISANI CONSULTANTS, L.P. PROPOSAL - FEBRUARY 13, 2025
PRELIMINARY DESIGN LEVEL OF EFFORT

EXHIBIT B

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	**Total**
Contract Rate Per Hour			$300.00	$205.00	$180.00	$160.00	$140.00	$120.00	$95.00		
NO.	**LEVEL OF EFFORT: TASK LIST**	**LEVEL OF EFFORT (ESTIMATED HOURS)**									
11	Proposed Horizontal Design/Alignments			6	6	14	24	28		78	$ 11,270.00
12	Proposed Horizontal Design/Alignments (Storm Sewers)			4	4	12	24	24		68	$ 9,700.00
13	Preparing Roadway Schematics			8	12	20	28	40		108	$ 15,720.00
14	Sight Triangles (Proposed Cross Streets)	9		3	6	24	32	24		89	$ 12,895.00
14	Preliminary Engineering Report (PER)		2	12	12	32	40	40		138	$ 20,740.00
15	Prepare PER Presentation Slides			12	6	16	8	8		50	$ 8,180.00
16	Specifications and Preliminary Construction Cost Estimate			6	8	16	24			54	$ 8,590.00
	SHEETS/HOURS SUB-TOTALS		2	96	78	302	416	268		1162	
	TOTAL LABOR COSTS		$600.00	$19,680.00	$14,040.00	$48,320.00	$58,240.00	$32,160.00			$ 173,040.00
	% DISTRIBUTION OF STAFFING		0.17%	8.26%	6.71%	25.99%	35.80%	23.06%		100.00%	
	SUBTOTAL (TASK A1)										**$ 173,040.00**
DRAINAGE ANALYSIS FOR ROADWAY (H&H) (TASK A2) (by RG Miller)											
1	Drainage Analysis Services										$ 124,940.00
2	Miscellaneous Expenses										$ 500.00
	TOTAL LABOR COSTS										$ 125,440.00
	SUBTOTAL (TASK A2)										**$ 125,440.00**
GEOTECHNICAL INVESTIGATIONS (TASK A3) (by Associated Testing Lab)											
1	Field Exploration (14 boreholes)										$ 22,962.00
2	Laboratory Testing										$ 9,340.00
3	Engineering and Report Writing										$ 15,550.00
4	Traffic Control										$ 12,960.00
5	Detention Pond (6 boreholes for 5 acres)										$ 35,968.00
	TOTAL LABOR COSTS										$ 96,780.00
	SUBTOTAL (TASK A3)										**$ 96,780.00**
TOPOGRAPHIC SURVEY AND ROW MAPS (TASK A4) (by LandTech)											
1	Establish Project Control										$ 14,116.14
2	Existing Right-Of-Way										$ 50,490.72
3	Toographic Survey										$ 69,920.56
4	Create Parcel Plat Map and M&B Descriptions (13 parcels @ $3828.74.40 each)										$ 49,773.62

BAND ROAD
FROM USTINIK ROAD TO STATE HIGHWAY 36
ISANI CONSULTANTS, L.P. PROPOSAL - FEBRUARY 13, 2025
PRELIMINARY DESIGN LEVEL OF EFFORT

EXHIBIT B

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	**Total**
Contract Rate Per Hour			$300.00	$205.00	$180.00	$160.00	$140.00	$120.00	$95.00		
NO.	**LEVEL OF EFFORT: TASK LIST**	**LEVEL OF EFFORT (ESTIMATED HOURS)**									
5	Detention Pond Survey (for 5 Acres)										$ 13,835.15
6	Other Direct Expenses										$ 3,165.52
7	Construction Staking (3 times)										$ 16,075.23
	TOTAL LABOR COSTS										$ 217,376.94
	SUBTOTAL (TASK A4)										**$ 217,376.94**
PROJECT MANAGEMENT FOR PRELIMINARY ENGINEERING (TASK A5)											
1	Site/Field Visit			4		12	8			24	$ 3,860.00
2	Co-ordination with Centerpoint Energy (Electric and Gas)			2		6	4			12	$ 1,930.00
3	Co-ordination with AT&T			2		6	4			12	$ 1,930.00
4	Coordination with Other Utility Companies & TxDOT			12		20	28			60	$ 9,580.00
5	Coordination with Program Manager			24		24	32			80	$ 13,240.00
6	Coordination with Pipeline Companies			8		16	32			56	$ 8,680.00
7	Coordination with Drainage Consultants			12		24	42		2	80	$ 12,370.00
8	Coordination with Geotechnical Consultants			12		24	36		2	74	$ 11,530.00
9	Coordination with Surveying Consultants			24		46	62		2	134	$ 21,150.00
10	Project Management and Meetings		6	60		40	40		4	150	$ 26,480.00
11	Approval from FBCED and FBCDD			6		8			4	18	$ 2,890.00
	SHEETS/HOURS SUB-TOTALS		6	166		226	288		14	700	
	TOTAL LABOR COSTS		$1,800.00	$34,030.00		$36,160.00	$40,320.00		$1,330.00		$ 113,640.00
	% DISTRIBUTION OF STAFFING		0.86%	23.71%		32.29%	41.14%		2.00%	100.00%	
	SUBTOTAL (TASK A5)										**$ 113,640.00**
OTHER EXPENSES (TASK A6)											
1	Printing/Plotting/Copying										$ 3,000.00
2	Mileage/Postage/Courier										$ 2,000.00
	SUBTOTAL (TASK A6)										**$ 5,000.00**
TOTAL HOURS			8	262	78	528	704	268	14	1862	
TOTAL ESTIMATE FOR PRELIMINARY DESIGN			$2,400	$53,710	$14,040	$84,480	$98,560	$32,160	$1,330		**$ 731,276.94**

BAND ROAD
FROM USTINIK ROAD TO STATE HIGHWAY 36
ISANI CONSULTANTS, L.P. PROPOSAL - FEBRUARY 13, 2025
FINAL DESIGN LEVEL OF EFFORT

EXHIBIT B

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	**Total**
Contract Rate Per Hour			$300.00	$205.00	$180.00	$160.00	$140.00	$120.00	$95.00		
NO.	**LEVEL OF EFFORT: TASK LIST**	**LEVEL OF EFFORT (ESTIMATED HOURS)**									
FINAL DESIGN (TASKS A TO J)											
A	ROADWAY DESIGN			74	119	318	410	462		1383	$ 200,310.00
A1	WATERLINE AND SANITARY LINE DESIGN (OPTIONAL)			11	14	34	50	62		171	$ 24,655.00
A2	PUBLIC COORDINATION(TASK A2) (OPTIONAL)			9	12	30	42	50		143	$ 20,685.00
B	DRAINAGE DESIGN		2	24	20	126	184	178		534	$ 76,400.00
C	DETENTION POND DESIGN (by RG Miller)										$ 118,370.00
D	LEVEL A SUE (OPTIONAL ADDITIONAL by HALFF)										$ 66,580.00
E	TRAFFIC SIGNAL DESIGN (TASK D) (by RG Miller)										$ 41,684.00
F	TRAFFIC CONTROL PLANS			28	26	96	130	156		436	$ 62,700.00
G	SIGNING AND STRIPING PLANS			9	7	38	46	34		134	$ 19,705.00
H	STORM WATER POLLUTION PREVENTION PLANS			9	9	34	42	34		128	$ 18,865.00
I	PROJECT MANAGEMENT FOR FINAL DESIGN		14	178	40	260	262	92	22	868	$ 139,300.00
J	OTHER EXPENSES										$ 6,000.00
	TOTAL ESTIMATE FOR FINAL DESIGN										**$ 795,254.00**
FINAL DESIGN											
ROADWAY DESIGN (TASK A)											
1	Fort Bend County Design Criteria			2		4	6			12	$ 1,890.00
2	Cover Sheet, General Notes, and Project Layouts	6		4	3	8	12	16		43	$ 6,240.00
3	Horizontal and Vertical Design/Alignments			8	4	20	24	32		88	$ 12,760.00
4	Existing and Proposed Typical Sections	4		2	4	16	24	28		74	$ 10,410.00
5	Demolition Plans	6		2	4	12	18	24		60	$ 8,450.00
6	Design for Cross Streets	2		2	2	16	16	24		60	$ 8,450.00
7	Intersection Details/Layouts	4		4	8	16	24	32		84	$ 12,020.00
8	Typical Street/Driveway Connection Details	3				14	12	14		40	$ 5,600.00
9	Roadway Plan and Profile Sheets	16		20	42	80	120	140		402	$ 58,060.00
10	Corridor Modeling & Cross Sections at 100-feet Intervals	18		16	36	80	80	120		332	$ 48,160.00
11	Project Calculations and Earthwork Calculations	4		4	8	20	28			60	$ 9,380.00
12	Specifications and Construction Cost Estimate			8	8	24	38	24		102	$ 15,120.00
13	Standard Details/Drawings	10		2		8	8	8		26	$ 3,770.00
	SHEETS/HOURS SUB-TOTALS	73		74	119	318	410	462		1383	
	TOTAL LABOR COSTS			$15,170.00	$21,420.00	$50,880.00	$57,400.00	$55,440.00			$ 200,310.00
	% DISTRIBUTION OF STAFFING			5.35%	8.60%	22.99%	29.65%	33.41%		100.00%	
	SUBTOTAL (TASK A)										**$ 200,310.00**

BAND ROAD
FROM USTINIK ROAD TO STATE HIGHWAY 36
ISANI CONSULTANTS, L.P. PROPOSAL - FEBRUARY 13, 2025
FINAL DESIGN LEVEL OF EFFORT

EXHIBIT B

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	**Total**
Contract Rate Per Hour			$300.00	$205.00	$180.00	$160.00	$140.00	$120.00	$95.00		
NO.	**LEVEL OF EFFORT: TASK LIST**	**LEVEL OF EFFORT (ESTIMATED HOURS)**									
WATERLINE AND SANITARY LINE DESIGN (TASK A1) (OPTIONAL)											
1	Existing Waterline and Sanitary Relocation (Included with Roadway Plan and Profile Sheets)			8	12	24	40	60		144	$ 20,440.00
2	Specifications and Construction Cost Estimate			2	2	8	8			20	$ 3,170.00
3	Standard Details/Drawings	2		1		2	2	2		7	$ 1,045.00
	SHEETS/HOURS SUB-TOTALS	2		11	14	34	50	62		171	
	TOTAL LABOR COSTS			$2,255.00	$2,520.00	$5,440.00	$7,000.00	$7,440.00			$ 24,655.00
	% DISTRIBUTION OF STAFFING			6.43%	8.19%	19.88%	29.24%	36.26%		100.00%	
	SUBTOTAL (TASK A1)										**$ 24,655.00**
PUBLIC COORDINATION(TASK A2) (OPTIONAL)											
1	Public Coordination			4	8	20	24	48		104	$ 14,580.00
2	Venue fees and Exhibit Boards			4	4	8	16			32	$ 5,060.00
3	Standard Details	2		1		2	2	2		7	$ 1,045.00
	SHEETS/HOURS SUB-TOTALS	2		9	12	30	42	50		143	
	TOTAL LABOR COSTS			$1,845.00	$2,160.00	$4,800.00	$5,880.00	$6,000.00			$ 20,685.00
	% DISTRIBUTION OF STAFFING			5.26%	7.02%	17.54%	24.56%	29.24%		83.63%	
	SUBTOTAL (TASK A1)										**$ 20,685.00**
DRAINAGE DESIGN (TASK B)											
1	Drainage Area Maps	6		4	4	20	32	36		96	$ 13,540.00
2	Hydraulic Data Sheets	3		2	2	16	20	24		64	$ 9,010.00
3	Horizontal and Vertical Design/Alignments (Storm)		2	4	4	24	40	20		94	$ 13,980.00
4	Drainage Plan and Profile Sheets (Included with Roadway Plan and Profile Sheets)			8	8	30	48	60		154	$ 21,800.00
5	Drainage System Laterals	6		2	2	24	28	32		88	$ 12,370.00
6	Standard Details/Drawings	4		2		4	4	6		16	$ 2,330.00
7	Specifications and Construction Cost Estimate			2		8	12			22	$ 3,370.00
	SHEETS SUB-TOTALS	19	2	24	20	126	184	178		534	
	TOTAL LABOR COSTS		$600.00	$4,920.00	$3,600.00	$20,160.00	$25,760.00	$21,360.00			$ 76,400.00
	% DISTRIBUTION OF STAFFING		0.37%	4.49%	3.75%	23.60%	34.46%	33.33%		100.00%	
	SUBTOTAL (TASK B)										**$ 76,400.00**
DETENTION POND DESIGN (TASK C) (By RG Miller)											
1	Preliminary Detention Basin Design										$ 32,640.00

BAND ROAD
FROM USTINIK ROAD TO STATE HIGHWAY 36
ISANI CONSULTANTS, L.P. PROPOSAL - FEBRUARY 13, 2025
FINAL DESIGN LEVEL OF EFFORT

EXHIBIT B

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	**Total**
Contract Rate Per Hour			$300.00	$205.00	$180.00	$160.00	$140.00	$120.00	$95.00		
NO.	**LEVEL OF EFFORT: TASK LIST**	**LEVEL OF EFFORT (ESTIMATED HOURS)**									
2	70% Submittal										$ 46,240.00
3	95% Submittal										$ 22,070.00
4	Final Submittal										$ 17,420.00
	SHEETS SUB-TOTALS										
	TOTAL LABOR COSTS										$ 118,370.00
	% DISTRIBUTION OF STAFFING										
	SUBTOTAL (TASK C)										**$ 118,370.00**
LEVEL A SUE SERVICES (TASK D) (OPTIONAL ADDITIONAL by HALFF)											
1	Level A SUE Services (20 Testholes @ $3329/Testhole)										$ 66,580.00
	SHEETS SUB-TOTALS										
	TOTAL LABOR COSTS										$ 66,580.00
	% DISTRIBUTION OF STAFFING										
	SUBTOTAL (TASK D)										**$ 66,580.00**
TRAFFIC SIGNAL DESIGN (TASK E) (by RG Miller)											
1	Traffic Counts (Direct Expenses)										$ 800.00
2	Traffic Signal Warrant Analysis										$ 10,140.00
3	Traffic Signal Design										$ 30,744.00
	SHEETS SUB-TOTALS										
	TOTAL LABOR COSTS										$ 41,684.00
	% DISTRIBUTION OF STAFFING										
	SUBTOTAL (TASK E)										**$ 41,684.00**
TRAFFIC CONTROL PLANS (TASK F)											
1	General Notes and Index	1		1	1	2	2	2		8	$ 1,225.00
2	Project Approach Signing	1		1	1	4	6	6		18	$ 2,585.00
3	Phasing Overview	1		1	1	6	8	12		28	$ 3,905.00
4	Phasing Description and Typical Sections	4		2	2	6	16	12		38	$ 5,410.00
5	TCP for Temporary Pavement Construction	4		2	2	8	12	20		44	$ 6,130.00
6	TCP Phase I	7		6	6	20	24	28		84	$ 12,230.00
7	TCP Phase II	7		6	6	20	24	28		84	$ 12,230.00
8	TCP Tie- Ins	3		2	2	12	16	20		52	$ 7,330.00

BAND ROAD
FROM USTINIK ROAD TO STATE HIGHWAY 36
ISANI CONSULTANTS, L.P. PROPOSAL - FEBRUARY 13, 2025
FINAL DESIGN LEVEL OF EFFORT

EXHIBIT B

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	**Total**
Contract Rate Per Hour			$300.00	$205.00	$180.00	$160.00	$140.00	$120.00	$95.00		
NO.	**LEVEL OF EFFORT: TASK LIST**	**LEVEL OF EFFORT (ESTIMATED HOURS)**									
9	Detour Plans	2		4	2	12	12	16		46	$ 6,700.00
10	TCP Specifications and Construction Cost Estimate			2	2	4	8	8		24	$ 3,490.00
11	Standard Details/Drawings	4		1	1	2	2	4		10	$ 1,465.00
	SHEETS/HOURS SUB-TOTALS	34		28	26	96	130	156		436	
	TOTAL LABOR COSTS			$5,740.00	$4,680.00	$15,360.00	$18,200.00	$18,720.00			$ 62,700.00
	% DISTRIBUTION OF STAFFING			6.42%	5.96%	22.02%	29.82%	35.78%		100.00%	
	SUBTOTAL (TASK F)										**$ 62,700.00**
SIGNING AND STRIPING PLANS (TASK G)											
1	Signing and Striping Plans	5		6	4	24	28	32		94	$ 13,550.00
2	SPM Specifications and Construction Cost Estimate			2	2	12	16			32	$ 4,930.00
3	Standard Details/Drawings	2		1	1	2	2	2		8	$ 1,225.00
	SHEETS/HOURS SUB-TOTALS	7		9	7	38	46	34		134	
	TOTAL LABOR COSTS			$1,845.00	$1,260.00	$6,080.00	$6,440.00	$4,080.00			$ 19,705.00
	% DISTRIBUTION OF STAFFING			6.72%	5.22%	28.36%	34.33%	25.37%		100.00%	
	SUBTOTAL (TASK G)										**$ 19,705.00**
STORM WATER POLLUTION PREVENTION PLANS (TASK H)											
1	Storm Water Pollution Prevention Plans	8		6	6	20	28	32		92	$ 13,270.00
2	SWPPP Specifications and Construction Cost Estimate			2	2	12	12			28	$ 4,370.00
3	Standard Details/Drawings	2		1	1	2	2	2		8	$ 1,225.00
	SHEETS/HOURS SUB-TOTALS	10		9	9	34	42	34		128	
	TOTAL LABOR COSTS			$1,845.00	$1,620.00	$5,440.00	$5,880.00	$4,080.00			$ 18,865.00
	% DISTRIBUTION OF STAFFING			7.03%	7.03%	26.56%	32.81%	26.56%		100.00%	
	SUBTOTAL (TASK H)										**$ 18,865.00**
PROJECT MANAGEMENT FOR FINAL DESIGN (TASK I)											
1	Field Visit			6		6	6			18	$ 3,030.00
2	Project Manual			6	4	12			2	24	$ 4,060.00
3	Co-ordination with Centerpoint Energy (Electric and Gas)			2		4	4		2	12	$ 1,800.00
4	Co-ordination with AT&T, and other private Utilities			2		6	4		4	16	$ 2,310.00
5	Coordination with Program Manager		2	24		24	24			74	$ 12,720.00
6	Coordination with Pipeline Companies		2	8		24	24			58	$ 9,440.00
7	Coordination with Surveying Consultants		1	4		12	12			29	$ 4,720.00
8	Coordination with Detention Pond Desgin Consultants		2	10	4	28	36			80	$ 12,890.00
9	Coordination with Level A SUE Consultants		1	8		16	16			41	$ 6,740.00

BAND ROAD
FROM USTINIK ROAD TO STATE HIGHWAY 36
ISANI CONSULTANTS, L.P. PROPOSAL - FEBRUARY 13, 2025
FINAL DESIGN LEVEL OF EFFORT

EXHIBIT B

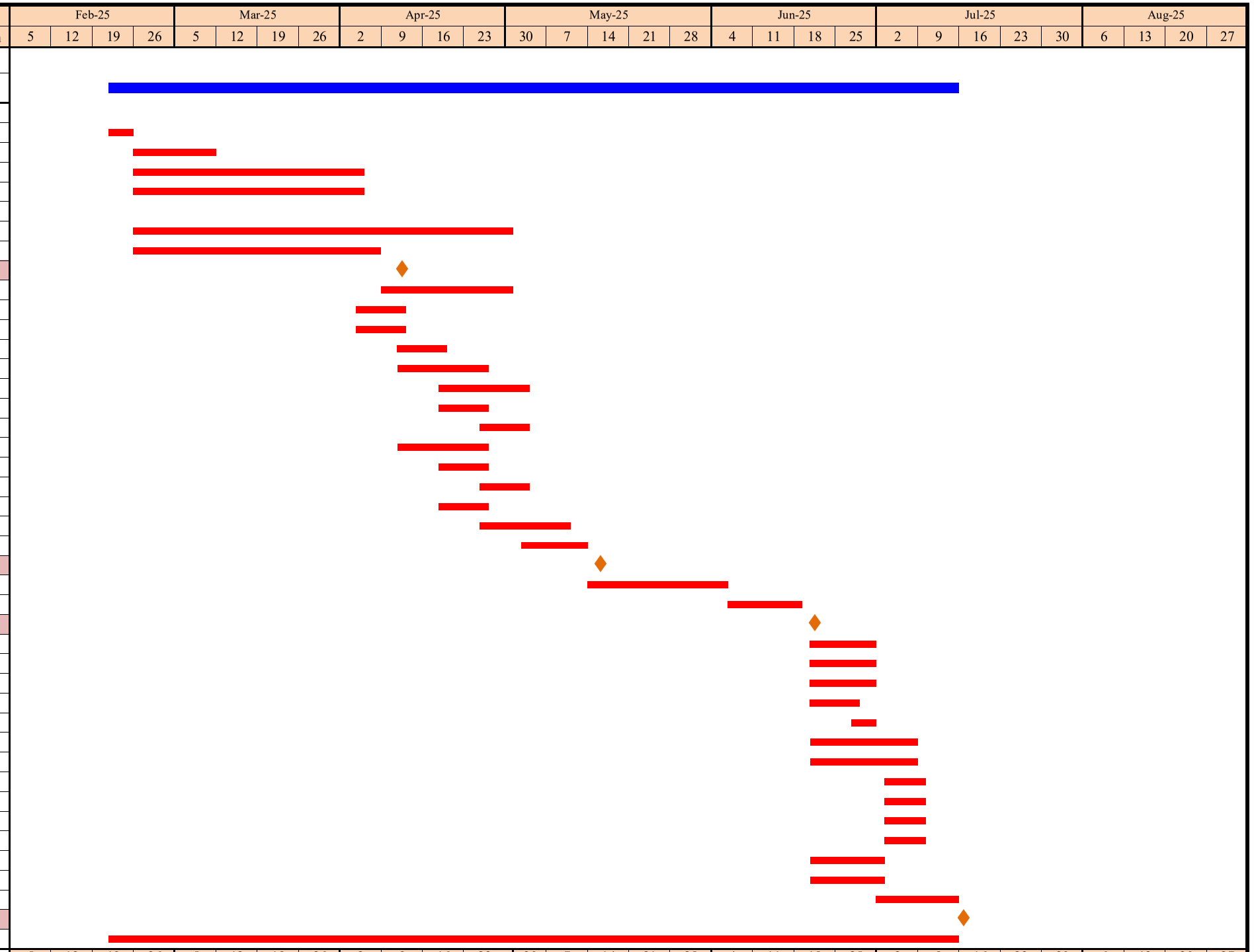
Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	**Total**
Contract Rate Per Hour			$300.00	$205.00	$180.00	$160.00	$140.00	$120.00	$95.00		
NO.	**LEVEL OF EFFORT: TASK LIST**	**LEVEL OF EFFORT (ESTIMATED HOURS)**									
10	Coordination with Traffic Signal Consultants		1	6		12	12			31	$ 5,130.00
11	Preparing Exhibits for TxDOT Coordination & Permit		1	6		16	20	12	2	57	$ 8,520.00
12	Project Management and Meetings		4	60		40	32		4	140	$ 24,760.00
13	Milestones **(70%, 95%, and 100%)**			36	32	60	72	80	8	288	$ 43,180.00
	HOURS SUB-TOTALS		14	178	40	260	262	92	22	868	
	TOTAL LABOR COSTS		$4,200.00	$36,490.00	$7,200.00	$41,600.00	$36,680.00	$11,040.00	$2,090.00		$ 139,300.00
	% DISTRIBUTION OF STAFFING		1.61%	20.51%	4.61%	29.95%	30.18%	10.60%	2.53%	100.00%	
	SUBTOTAL (TASK I)										**$ 139,300.00**
OTHER EXPENSES (TASK J)											
1	Printing/Plotting/Copying (Including Mylars)										$ 4,000.00
2	Mileage/Postage/Courier										$ 2,000.00
	SUBTOTAL (TASK J)										**$ 6,000.00**
	TOTAL NO. OF SHEETS	**143**									
	TOTAL HOURS		16	342	247	936	1166	1068	22	3797	
	TOTAL ESTIMATE FOR FINAL DESIGN (TASKS A-J)		$4,800	$70,110	$44,460	$149,760	$163,240	$128,160	$2,090		**$ 614,515.00**
BID PHASE											
1	Pre-Bid Conference			4		4	4		2	14	$ 2,210.00
2	Answer Bidder Questions			6		12	14			32	$ 5,110.00
3	Issue Addenda			2		12	8		2	24	$ 3,640.00
4	Bid Review and Award Recommendation			4	4	14	8		2	32	$ 5,090.00
5	Pre-Construction Meeting		4	4					2	10	$ 2,210.00
	HOURS SUB-TOTALS		4	20	4	42	34		8	112	
	TOTAL LABOR COSTS		$1,200.00	$4,100.00	$720.00	$6,720.00	$4,760.00		$760.00		$ 18,260.00
	% DISTRIBUTION OF STAFFING		3.57%	17.86%	3.57%	37.50%	30.36%		7.14%	100.00%	
	TOTAL ESTIMATE FOR BID PHASE										**$ 18,260.00**
	TOTAL ESTIMATE FOR FINAL DESIGN AND BID PHASE										**$ 632,775.00**

ISANI

"EXHIBIT C" - Preliminary Engineering Design and Report Schedule
BAND ROAD (From Ustinik Road to SH 36)

EXHIBIT C

ID		Tasks Description	Dur.	Plan Start	Plan Finish
BAND ROAD (USTINIK RD to SH 36)					
PROJECT PLANNNIG AND MANAGEMENT - PRELIMINARY DESIGN			**101.d**	**21-Feb-25**	**15-Jul-25**
1		Notice to Proceed	.d	21-Feb-25	21-Feb-25
2		Project Coordination and Meetings	2.d	21-Feb-25	25-Feb-25
3		Data Collection/ Obtaining Right of Entry	10.d	25-Feb-25	11-Mar-25
4		Topographic Survey	28.d	25-Feb-25	4-Apr-25
5		Geotechnical Investigation	28.d	25-Feb-25	4-Apr-25
6		**Environmental Report (By County) ***			
7		**Existing Drainage Evaluation**	**47.d**	**25-Feb-25**	**30-Apr-25**
	7.1	Preliminary Drainage Analysis and Calculations	30.d	25-Feb-25	8-Apr-25
	7.2	**Drainage Meeting with Fort Bend County/Drainage District**	**.d**	**9-Apr-25**	**9-Apr-25**
	7.3	Preparation and Approval of Impact Analysis - Report	15.d	9-Apr-25	30-Apr-25
8		Evaluate Existing Pavement	5.d	4-Apr-25	11-Apr-25
9		Evaluate Existing Conditions/Geometry	5.d	4-Apr-25	11-Apr-25
10		Prepare Preliminary Alignment	5.d	11-Apr-25	18-Apr-25
11		Prepare Preliminary Roadway and Drainage Schematics	10.d	11-Apr-25	25-Apr-25
12		Prepare Basemaps and Preliminary P & P Sheets	10.d	18-Apr-25	2-May-25
13		Prepare Sight Triangle Sheets	5.d	18-Apr-25	25-Apr-25
14		Preliminary Cost Estimate	5.d	25-Apr-25	2-May-25
15		Coordination with Consultants for Adjacent projects	10.d	11-Apr-25	25-Apr-25
16		Preliminary Utility Conflict List	5.d	18-Apr-25	25-Apr-25
17		Preliminary Major Utility Table	5.d	25-Apr-25	2-May-25
18		Preliminary ROW Acquisition Table	5.d	18-Apr-25	25-Apr-25
19		Preliminary Engineering Report - Writeup	10.d	25-Apr-25	9-May-25
20		Isani Internal QA/QC and Incorporate Comments	7.d	2-May-25	13-May-25
21		**Draft Preliminary Engineering Report Submittal**	**.d**	**14-May-25**	**14-May-25**
22		Fort Bend County Program Manager Review	15.d	14-May-25	5-Jun-25
23		Incorporate Draft PER Review Comments	8.d	6-Jun-25	18-Jun-25
24		**Preliminary Engineering Report Review Meeting ****	**.d**	**19-Jun-25**	**19-Jun-25**
24		Resolve any pending Items with Fort Bend County	6.d	20-Jun-25	30-Jun-25
25		Finalize Geotechnical Report	6.d	20-Jun-25	30-Jun-25
26		Finalize Drainage Report	6.d	20-Jun-25	30-Jun-25
27		Finalize Exhibits	5.d	20-Jun-25	27-Jun-25
28		Finalize Sight Triangles	2.d	27-Jun-25	1-Jul-25
29		Finalize Roadway and Drainage Schematics	10.d	20-Jun-25	7-Jul-25
30		Finalize Preliminary Design	10.d	20-Jun-25	7-Jul-25
31		Finalize Cost Estimate	3.d	3-Jul-25	9-Jul-25
32		Finalize Utility Conflict List	3.d	3-Jul-25	9-Jul-25
33		Finalize Major Utility Table	3.d	3-Jul-25	9-Jul-25
34		Finalize ROW Acquisition Table	3.d	3-Jul-25	9-Jul-25
35		Finalize Plan & Profile Sheets	8.d	20-Jun-25	2-Jul-25
36		Finalize Preliminary Engineering Report	8.d	20-Jun-25	2-Jul-25
37		Isani Internal QA/QC and Incorporate Comments	7.d	2-Jul-25	14-Jul-25
38		**Final Preliminary Engineering Report Submittal**	**.d**	**15-Jul-25**	**15-Jul-25**
39		Preliminary Engineering Design Time Duration	101.d	21-Feb-25	15-Jul-25



** Environmental Report to be provided by Fort Bend County prior to PER submittal.*

*** Comments to be provided at the PER Review meeting*

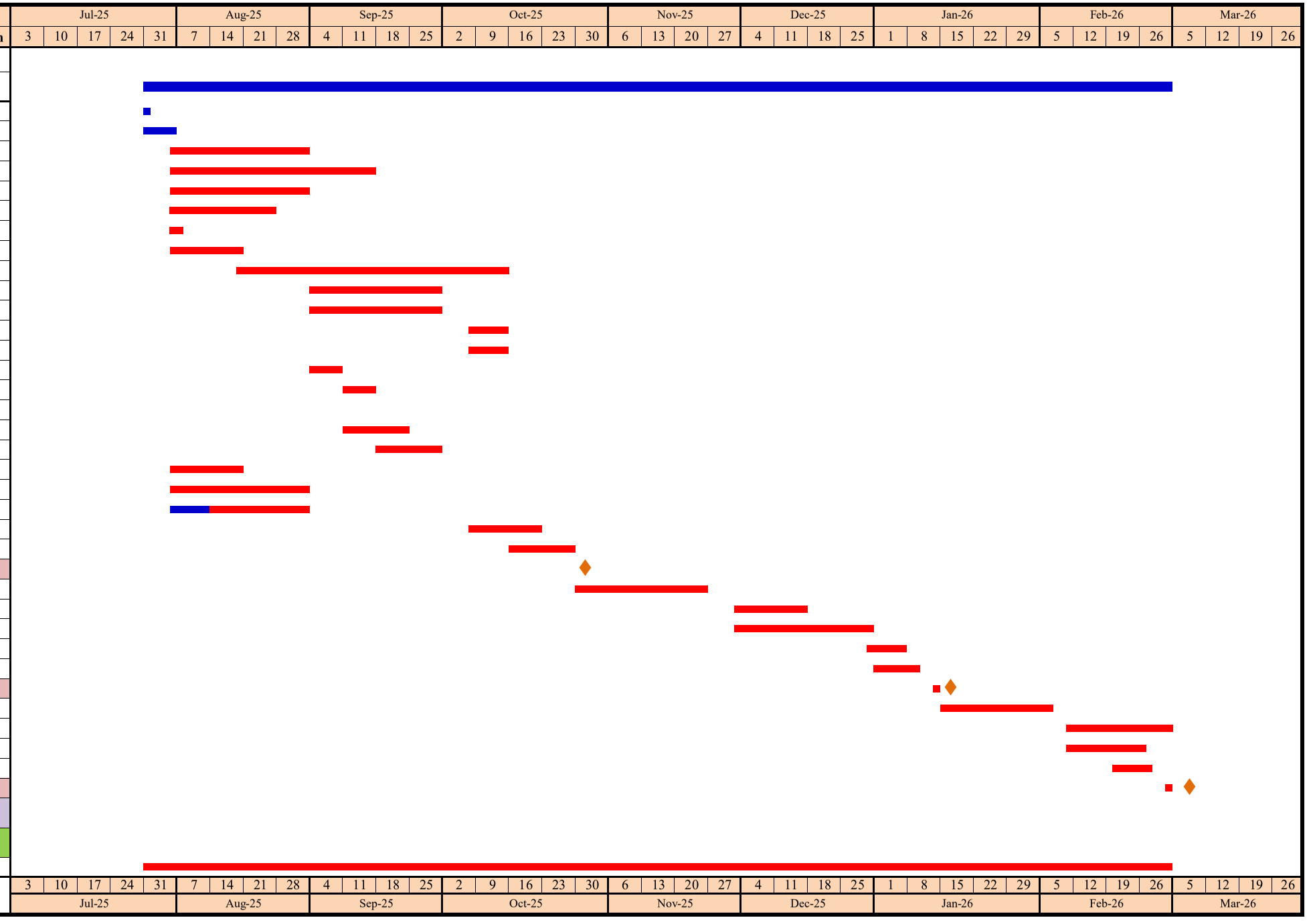
Task Progress Bar: **Project Management Bar:** **Milestones:**

ISANI

"EXHIBIT C" - Final Design Schedule
BAND ROAD (From Ustinik Rd to SH 36)

EXHIBIT C

ID	Tasks Description	Dur.	Plan Start	Plan Finish
BAND ROAD (USTINIK RD to SH 36)				
PROJECT PLANNNIG AND MANAGEMENT - FINAL DESIGN		**148.d**	**31-Jul-25**	**2-Mar-26**
1	Notice to Proceed	.d	31-Jul-25	31-Jul-25
2	Project Coordination and Meetings	2.d	31-Jul-25	4-Aug-25
3	Proposed ROW Maps	20.d	4-Aug-25	2-Sep-25
4	Roadway and Drainage Design	30.d	4-Aug-25	16-Sep-25
5	Hydraulic Analysis	20.d	4-Aug-25	2-Sep-25
6	Preliminary Geometric Layouts / Schematics for Meetings	15.d	4-Aug-25	25-Aug-25
7	Title Sheet, Index and Other Sheets	3.d	4-Aug-25	7-Aug-25
8	Typical Sections (Existing and Proposed)	10.d	4-Aug-25	18-Aug-25
9	Roadway and Drainage Plan and Profile Sheets	39.d	18-Aug-25	13-Oct-25
10	Traffic Control Plans	20.d	2-Sep-25	30-Sep-25
11	Traffic Signal Design	20.d	2-Sep-25	30-Sep-25
12	Signing and Pavement Marking Plans	5.d	6-Oct-25	13-Oct-25
13	Intersection/Driveway Connection Details	5.d	6-Oct-25	13-Oct-25
14	Drainage Area Maps	5.d	2-Sep-25	9-Sep-25
15	Hydraulic Data Sheets	5.d	9-Sep-25	16-Sep-25
16	Roadway Cross Sections	10.d	24-Sep-25	8-Oct-25
17	Storm Water Pollution Prevention Plans (SWPPP, Includes Report)	10.d	10-Sep-25	24-Sep-25
18	Roadway Details/Standard Drawings	10.d	16-Sep-25	30-Sep-25
19	Coordination with Consultants for adjacent projects	10.d	4-Aug-25	18-Aug-25
20	Level A SUE Investigation	20.d	4-Aug-25	2-Sep-25
21	ROW & Utility Tables	20.d	4-Aug-25	2-Sep-25
22	Preliminary Construction Cost Estimate	10.d	6-Oct-25	20-Oct-25
23	Isani Internal QA/QC and Incorporate Comments	10.d	14-Oct-25	28-Oct-25
24	**70% Submittal to Fort Bend County**	**.d**	**29-Oct-25**	**29-Oct-25**
25	Fort Bend County Review	20.d	29-Oct-25	26-Nov-25
26	Review/Discuss comments and Provide Responses	10.d	1-Dec-25	15-Dec-25
27	Update Drawings for 95% Submittal	20.d	1-Dec-25	31-Dec-25
28	Construction Cost Estimate	5.d	29-Dec-25	5-Jan-26
29	Isani Internal QA/QC and Incorporate Comments	7.d	31-Dec-25	9-Jan-26
30	**95% Submittal to Fort Bend County**	**.d**	**12-Jan-26**	**12-Jan-26**
31	Fort Bend County Review	18.d	13-Jan-26	6-Feb-26
32	Incorporate Fort Bend County Comments/Provide Comment Responses	15.d	9-Feb-26	2-Mar-26
33	Finalize Drawings & Cost Estimate	13.d	9-Feb-26	26-Feb-26
34	Isani Internal QA/QC and Incorporate Comments	5.d	20-Feb-26	27-Feb-26
35	**100% (Final) Submittal to Fort Bend County**	**.d**	**2-Mar-26**	**2-Mar-26**
36	**Bid Phase Services**	**.d**	**TBD**	**TBD**
37	**Construction Phase Services**	**.d**	**TBD**	**TBD**
38	Final Design Time Duration	148.d	31-Jul-25	2-Mar-26



Task Progress Bar: **Project Management Bar:** **Milestones:**

civil \ design \ engineers

Exhibit "D" - Project Team Sub-Consultants for Additional Services

Project Name: Band Road

Project Limits: From Ustinik Road to State Highway 36

FBC Precinct: 4

Surveying:	LandTech.
Geotechnical:	Associated Testing Lab
SUE (Subsurface Utility Engineering):	Halff
Traffic Signal:	RG Miller
Design Support:	RG Miller

civil \ design \ engineers

EXHIBIT - E

BILLABLE HOURLY RATES (2024)

Title	Hourly Rate
Principal	$300.00
Senior Project Manager	$255.00
Project Manager	$205.00
Senior Project Engineer	$190.00
Project Engineer	$160.00
QA/QC Engineer	$180.00
Senior Civil Engineer	$190.00
Civil Engineer	$150.00
Engineer-In-Training (EIT)	$140.00
Junior Engineer	$125.00
Senior Designer	$155.00
Designer	$140.00
Project Coordinator	$120.00
CAD Technician	$120.00
GIS Technician	$120.00
Document Control	$120.00
Administrative Assistant	$95.00
Senior Environmental Planner	$255.00
Environmental Planner IV	$210.00
Environmental Planner III	$180.00
Environmental Planner I/II	$150.00
Senior Public Involvement Specialist	$210.00
Public Involvement Specialist	$150.00
Junior Public Involvement Specialist	$115.00

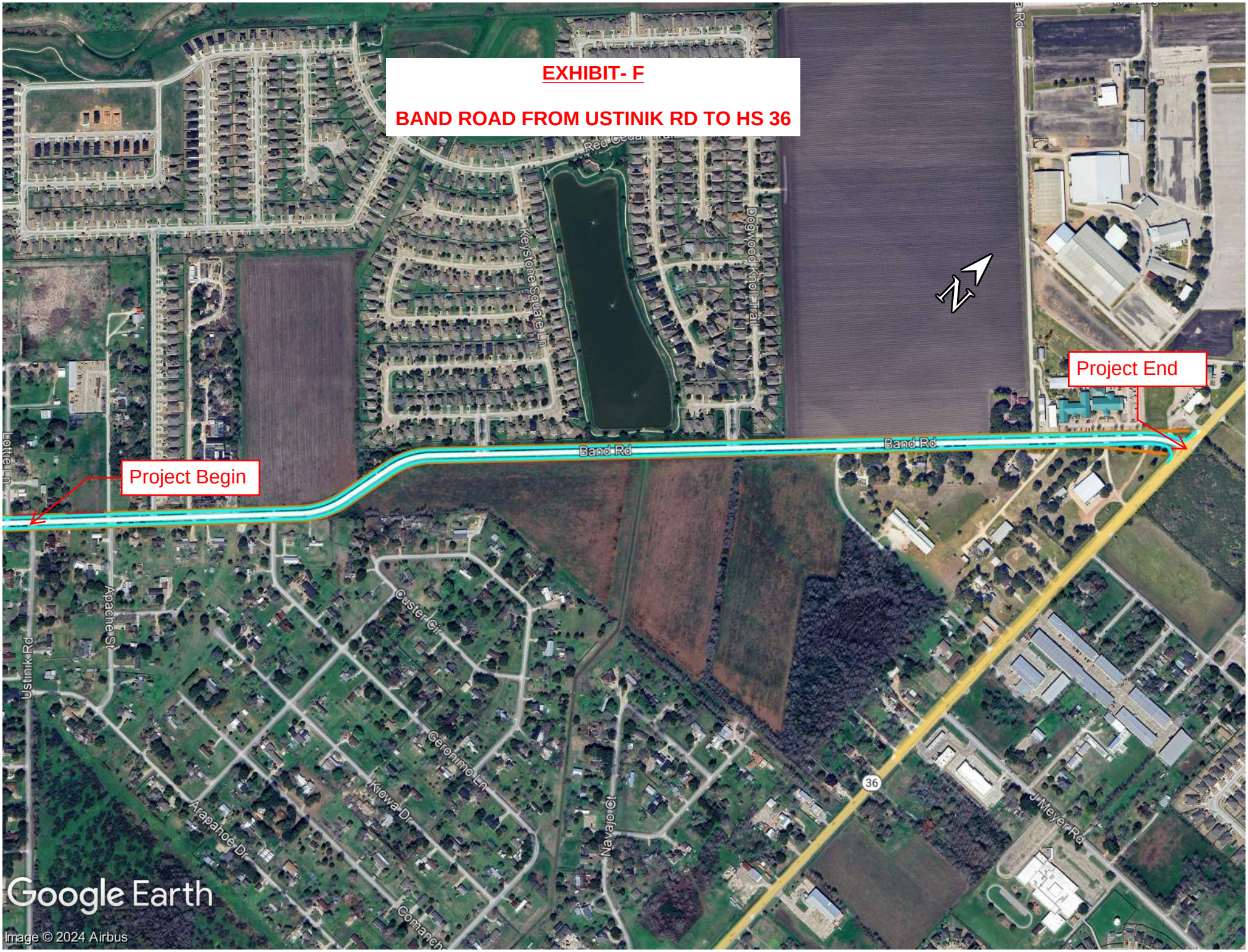


EXHIBIT- F
BAND ROAD FROM USTINIK RD TO HS 36
Project End
Project Begin
Band Rd
Band Rd
Keystone Square Ln
Dogwood Knoll Trail
Lottie Ln
Ustinik Rd
Apache St
Custer Cir
Geronimo Ln
Kiowa Dr
Arapahoe Dr
Navajo Ct
J Meyer Rd
36
N
Google Earth
Image © 2024 Airbus

Landtech, Inc.
1315 W Sam Houston Pkwy N, Suite 100
Houston, Texas 77043
T: 713-861-7068; F: 713-861-4131
TxBPELS Reg. No. 10019100

10 January 2025

Mr. Murthy Made, P.E.
Project Manager
ISANI Consultants, L.P.
10448 Westoffice Dr
Houston, Texas 77042

RE: BAND ROAD ROW AND TOPOGRAPHIC SURVEY PROJECT NO. (23404) FORT BEND COUNTY, TEXAS

Dear Mr. Made:

It is my pleasure to submit this proposal for providing professional surveying services for the above-referenced project. The scope of work and associated fee are as follows:

Provide PDF deliverable of SCM Index sheet as well as 3 Point Recovery sketch sheet of Survey Control.

TASK No. 1 –ESTABLISH PROJECT CONTROL.

Fee for Task 1 = $14,116.14

TASK No. 2 -EXISTING RIGHT-OF-WAY Research deed records for current vesting owner deed and easements along the route. Make an initial search for front property corners adjoining the existing right-of-way line for existing ROW alignment.

Fee for Task 2 = $50,490.72

TASK No. 3 -TOPOGRAPHIC SURVEY AND BORE LOCATION. Place 811 call and survey in resulting one call marks. Locate any visible observed utilities while conducting survey. Provide a 100 ft. cross-section interval along Band Road (including 150' along minor side street intersections) and 500 ft. each way along HWY 36. Extend topographic survey to 20 ft. past proposed ROW where Right-of-Entry Permits. (Obtaining spot elevations behind existing residential subdivision fences that adjoin Band Road are excluded). Landtech will gather spot elevations up to 150 feet from existing right-of-way for undeveloped properties where right-of-entry permits. Landtech will send ROE notification letters to adjoining Landowners along the route and track via a ROE Spreadsheet. We will send/distribute letters a maximum of 3 times and will survey private property up to 20 ft. past the proposed ROW with spot elevations, (150 ft. where able on undeveloped properties) and improvements (where ROE permits and short of litigation). Total Linear feet including minor side streets and Hwy 36 (+/- 9,000 L.F.) Provide 811 responses to Isani. Research records for any MUD for Water/Sewer as-built plans. Invert and measure down any sewer manholes with rim elevation, invert, direction and size of any pipes where accessible. Provide driveway culvert, size and type. There appear to be (3) pipeline crossings, (1) along the west side of Hwy 36 and (2) near Apache Ln. intersection with Band. Landtech will survey in marks and any provided covers by one-call or pipeline operator.
Locate existing bore holes.
SUE QL are excluded from this proposal.

Fee for Task 3 = $69,920.56

TASK No. 4 – CREATE PARCEL PLAT MAP AND M&B DESCRIPTION. Use design line work provided by ISANI Consultants, L.P. to create proposed ROW Parcels (Individual Parcel Plat Maps) to include Area Summary, Metes and Bounds Description, A search for back corners will be conducted at this time to finalize side lot lines and rear lot lines.

Fee for Task 3=$3,828.74 per each (13 estimated) = $49,773.62

TASK No. 5 -CONSTRUCTION PHASE STAKING. Verify existing control and TBM's. Stake the project Alignment at the Beginning, End and at any PC, PI and PT stations. Stake the existing right-of-way line at any PC, PI or PT locations as well as at areas between these points if necessary. 3 times @ $5,358.41/per staking (estimated 3 times minimum per Prime EOR).

Fee for Task 5 = $16,075.23

TASK No. 6-SURVEY OF UNDETERMIND DETENTION POND LOCATION (ESTIMATED +/- 5 ACRES IN SIZE)

Boundary and topographic survey (to include 100 ft. grid interval) over proposed detention site. (Individual tree locations are excluded). If heavily wooded, Landtech will locate the wooded acreage limits. Place a one-call 811 request and survey in resulting marks. Share responses received from the one-call with Isani. Locate any improvements. Create a detention parcel for acquisition if necessary. Record research for vesting deeds and easements.

Fee for Task No. 6 = $13,835.15

OTHER DIRECT EXPENSES (SUPPLIES, MILEAGE, DEED COPIES, ETC.)

O.D.E. Fees = $3,165.52

LUMP SUM COST FOR REQUESTED SERVICES = $217,376.94

Thank you for the opportunity to submit this proposal.

Sincerely,

Jacob "Jake" J. Lupher, RPLS
TBPLS Firm 10019100

EXHIBIT B
LUMP SUM PAYMENT BASIS

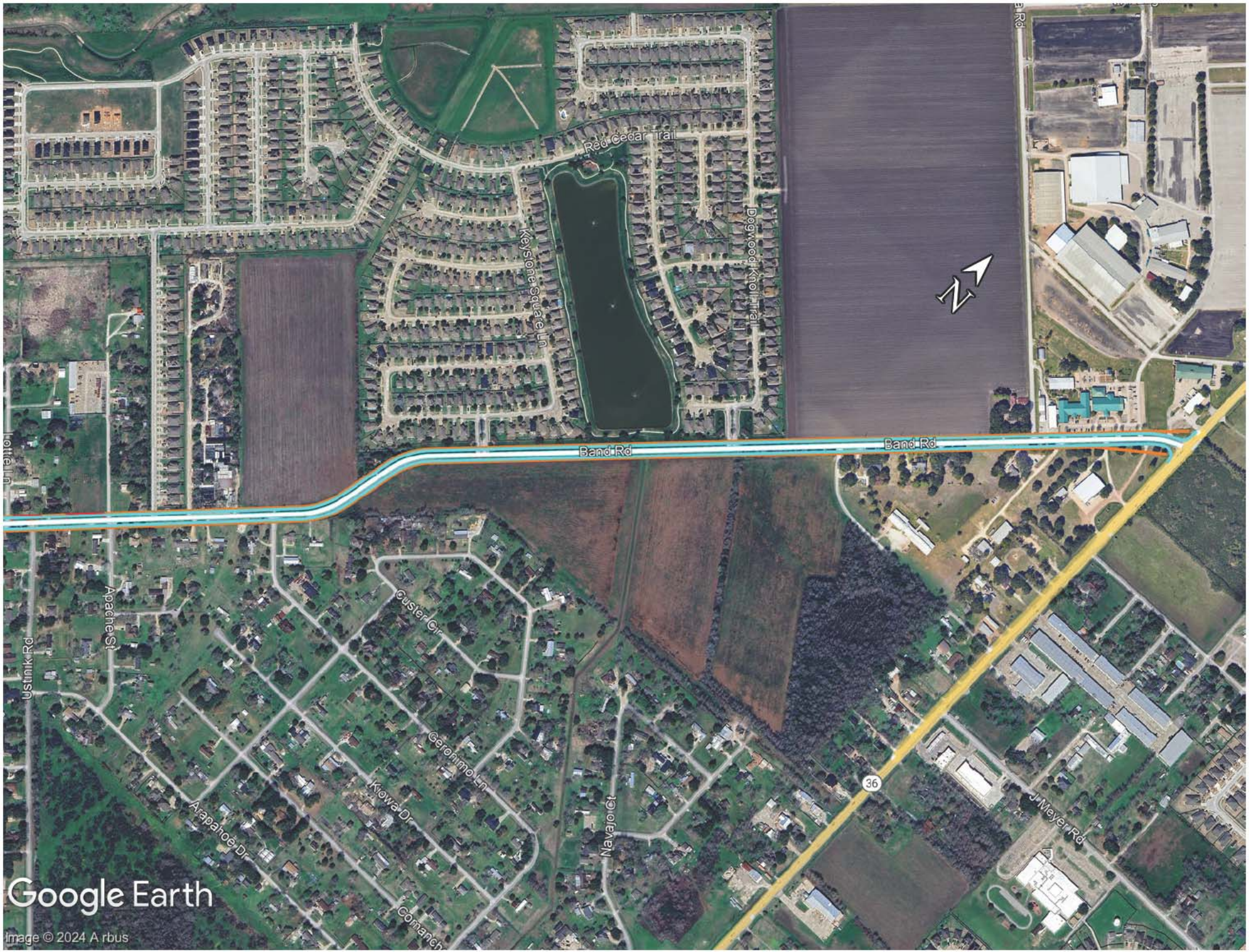
PRIME PROVIDER: ISANI Engineering
BAND RD. ROADWAY IMPROVEMENTS 2024-12-06 PROPOSAL
FORT BEND COUNTY, TEXAS
SUBPROVIDER: LANDTECH, INC.

SURVEYING BASIC SERVICES		ITEMIZED FEE SCHEDULE											
		CONTROL		RIGHT-OF-WAY		TOPO & BORES		PROP PARCEL (13 ESTIMATED)		CONSTRUCTION STAKE (3 EST.)		DETENTION SURVEY (5 AC ESTIMATED)	
Discipline	Rate	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Support Manager	$244.36	1.0	$244.36	4.0	$977.44	4.5	$1,099.62	0.0	$0.00	1.0	$244.36	1.0	$244.36
SR. Surveyor (RPLS)	$235.42	3.0	$706.26	40.0	$9,416.80	14.0	$3,295.88	3.0	$706.26	2.0	$470.84	4.0	$941.68
SR. Survey Technician	$132.46	12.0	$1,589.52	60.0	$7,947.60	70.0	$9,272.20	2.0	$264.92	4.0	$529.84	14.0	$1,854.44
SR. CADD Operator	$128.14	26.0	$3,331.64	72.0	$9,226.08	80.0	$10,251.20	8.0	$1,025.12	2.0	$256.28	16.0	$2,050.24
Abstractor	$110.26	0.0	$0.00	70.0	$7,718.20	0.0	$0.00	1.0	$110.26	0.0	$0.00	4.0	$441.04
Administrative/Clerical	$96.85	0.0	$0.00	2.0	$193.70	2.0	$193.70	0.0	$0.00	3.0	$290.55	1.0	$96.85
Field Coordinator	$122.18	2.0	$244.36	5.0	$610.90	22.0	$2,687.96	1.0	$122.18	3.0	$366.54	3.0	$366.54
2 - Person Survey Crew	$200.00	40.0	$8,000.00	72.0	$14,400.00	0.0	$0.00	8.0	$1,600.00	16.0	$3,200.00		$0.00
3 - Person Survey Crew	$245.00	0.0	$0.00	0.0		176.0	$43,120.00		$0.00		$0.00	32.0	$7,840.00
Subtotal		**84.0**	**$14,116.14**	**325.0**	**$50,490.72**	**368.5**	**$69,920.56**	**23.0**	**$49,773.62**	**93.0**	**$16,075.23**	**75.0**	**$13,835.15**

Total Time & Fees	HOURS	FEES
	968.5	**$214,211.42**

OTHER DIRECT EXPENSES						
DESCRIPTION	UNIT	QNTY	FIXED COST	MAXIMUM COST	CALCULATING COST	TOTAL
Air Travel - In State - Short Notice (Coach)	Rd Trip/Person					$0.00
Mileage	mile	3456		Current FED Rate	$ 0.670	$2,315.52
Parking	day			$20.00		$0.00
Meals (Overnight Stay Required)	day/person			Current Rate	$ 59.00	$0.00
Lodging/Hotel (Taxes and fees not included)	day/person			Current Rate	$ 96.00	$0.00
Lodging/Hotel - Taxes and fees	day/person			$30.00	$ 30.00	$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	13		$150.00	$ 50.00	$650.00
Deed Copies	sheet	100		$2.00	$ 2.00	$200.00
Photocopies B/W (8 1/2" X 11")	each			$0.15		$0.00
Photocopies B/W (11" X 17")	each			$0.25		$0.00
					Total Direct Costs	**$3,165.52**

TOTAL	$217,376.94


Red Cedar Trail
Keystone Square Ln
Dogwood Knoll Trail
Band Rd
Band Rd
Band Rd
Iotte Ln
Ustinik Rd
Apache St
Custer Cir
Geronimo Ln
Kiowa Dr
Arapahoe Dr
Navajo Ct
Comanch
36
J Meyer Rd
N
Google Earth
Image © 2024 A rbus

ASSOCIATED TESTING LABORATORIES

10450 Corporate Drive, Sugar Land, Texas 77478 Tel: (713) 748-3717

December 9, 2024
Proposal No: GP24-0917

Mr. MURTHY MADE, PE, PMP, ENV SP
Project Manage
ISANI Consultants, LP
10448 Westoffice Dr
Houston, TX 77042

Reference: Proposal for Geotechnical Investigation
Pavement and Drainage Improvements
Band Road from Ustinik Road to SH-36
Project No. 23404
Fort Bend County, Texas

Mr. Made,

Associated Testing Laboratories, Inc. (ATL) is pleased to submit a proposal for the above-referenced project. The geotechnical field investigation, testing, and soil data report should comply with the requirements of Fort Bend County Engineering Guidelines.

INTRODUCTION

We understand that Isani Consultants was awarded the Band Road Project No. 23404, a contract with Fort Bend County to provide design engineering services for the proposed pavement and drainage improvements for Fort Bend County 2023 Mobility Project No. 23404.

SCOPE OF WORK:

Based on the available information from Isani Consultants, the project alignment along Band Road comprises a total length of approximately 6500 linear feet (LF) with utilities not to exceed 8 feet depth. ATL proposes thirteen (13) soil borings at 15 feet depth and one (1) soil boring at 25 feet depth to be drilled along Band Road between Ustinik Road to SH-36.

The objective of this geotechnical investigation is to perform soil borings along the project area, gather and analyze the field and laboratory geotechnical information and data, and prepare a written report presenting the subsurface conditions found along the project alignments with geotechnical recommendations for the design and construction of the proposed pavement and drainage improvements.

GEOTECHNICAL INVESTIGATION

Field Exploration

All the proposed borings are located along existing street pavement areas. Mechanical truck coring machines will perform coring in boring locations before soil drilling and sampling are performed. The borings will be drilled using a truck-mounted rig.

The project alignment is located on a 2-lane-traffic road. Thus, traffic control measures including signs, cones, and flagmen will be required during pavement coring and actual soil drilling and sampling.

Based on the available project information, ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site location plan is presented in **Figure 1** as shown in Table A below:

Boring No. (Piezometer)	No of Borings	Street / Location	Depth, ft	Total, ft
B-1 thru B-13	13	Band Rd	15	195
B-14	1	The intersection at Band Rd and SH-36	25	25
		TOTAL, LINEAR FEET		220 LF

Soil samples will be obtained continuously to the termination depths of 15 ft and 25 ft. Standard Penetration Tests (SPT) will be performed in sands if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.

Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry until groundwater is encountered, or caving of soils occurs. Drilling will be suspended for 15 minutes to facilitate water level observation in the boring. After recording the water level, drilling will be resumed. The boreholes will be backfilled with soil cuttings and the pavement surface core will be patched back with lean concrete.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered to classify the soil's physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.

All tests will be performed in accordance with the American Society of Testing Materials (ASTM) Procedures. Estimated test types and quantities are presented on the attached sheet.

Engineering Analyses and Reporting

The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the Fort Bend County Engineering Criteria Guidelines. The following geotechnical information and recommendations will be provided:

- Boring logs and boring log profiles showing the generalized soil stratigraphy and groundwater levels.
- Site preparation and grading.
- Discussion of subsurface soils and stratigraphy and groundwater information.
- Select fill requirements & fill placements.
- Suitability for reuse of on-site soil.
- Dewatering consideration and recommendations.
- Pavement recommendations.

COST ESTIMATE

Based on the scope of geotechnical work outlined above, we estimate the following costs:

Geotechnical Investigation for Proposed	Estimated Fee
Band Rd Project No. 23404	**$60,812.00**

The cost estimates using the project quantities and requirements are presented in the enclosed **Itemized Geotechnical Fee Estimate** spreadsheet. This estimate assumes that: (i) underground utilities at proposed boring locations will be cleared by Texas 811 Call Service and/or private property maintenance personnel; (ii) the boring sites will be accessible to our truck-mounted drill rig equipment; (iii) permission/permit to access the site if needed, will be arranged by others at no cost to ATL.

TIME SCHEDULES

We estimate that the fieldwork can be started immediately after authorization is received. The field staking and utility clearance will take approximately two weeks. The field investigation will require 2 to 3 weeks (assuming no complications in site access or site clearing, and weather permitting), and the regular laboratory testing will take approximately 3 to 5 weeks. The draft geotechnical report will be submitted approximately 3 to 4 weeks after lab testing is complete.

We appreciate the opportunity to submit this proposal and look forward to serving you on this project.

Thank you,
ASSOCIATED TESTING LABORATORIES, INC.

Anita Singh, P.E.
Principal

Enclosure:
Itemized Fee – LOE Estimate

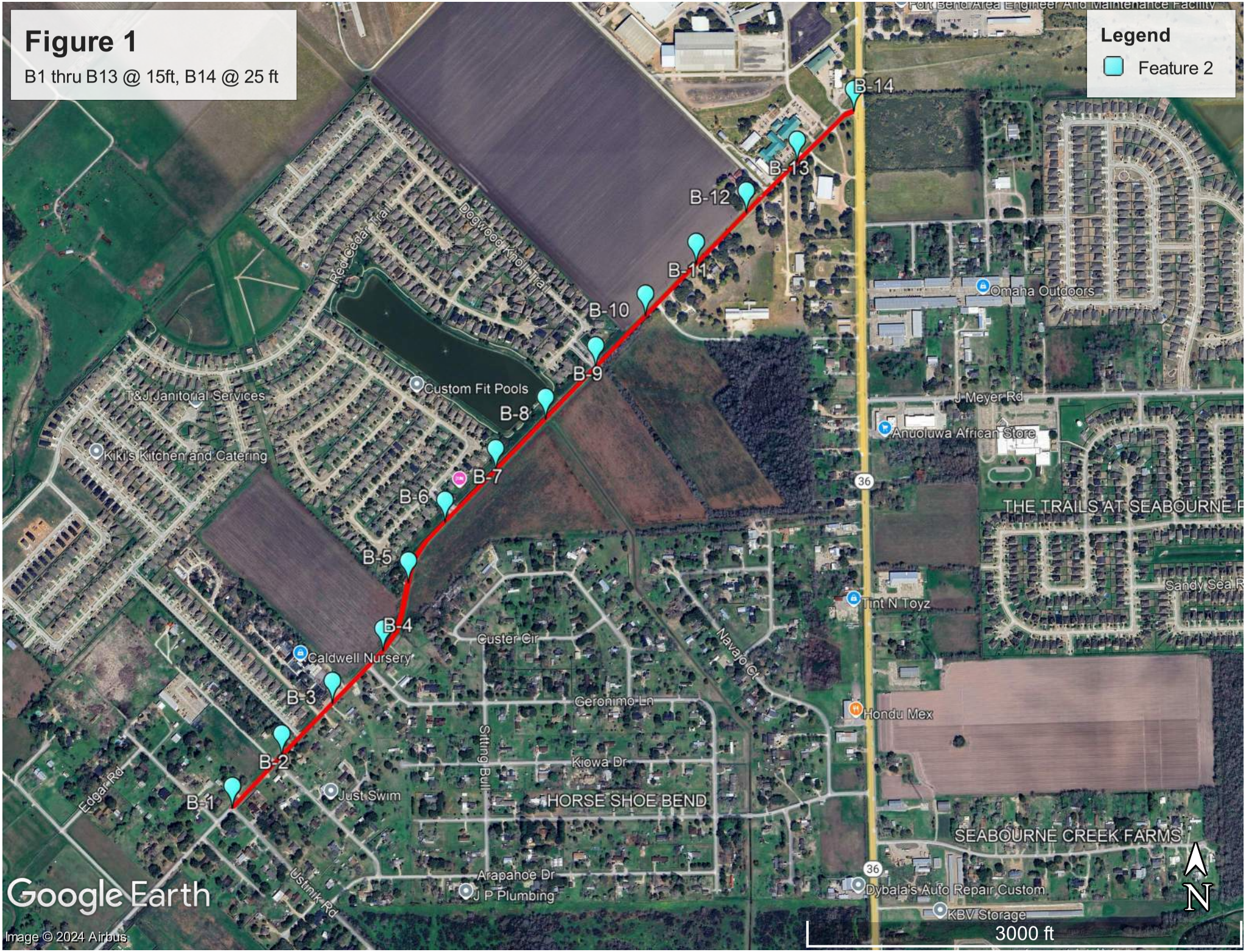


Figure 1
B1 thru B13 @ 15ft, B14 @ 25 ft
Legend
Feature 2
B-1
B-2
B-3
B-4
B-5
B-6
B-7
B-8
B-9
B-10
B-11
B-12
B-13
B-14
Red Cedar Trl
Dogwood Knoll Trl
Custom Fit Pools
T&J Janitorial Services
Kiki's Kitchen and Catering
Caldwell Nursery
Custer Cir
Geronimo Ln
Kiowa Dr
Sitting Bull
Navajo Ct
Edgar Rd
Just Swim
HORSE SHOE BEND
Arapahoe Dr
J P Plumbing
Ustinik Rd
Omaha Outdoors
J Meyer Rd
Anuoluwa African Store
36
THE TRAILS AT SEABOURNE
Tint N Toyz
Hondu Mex
SEABOURNE CREEK FARMS
Dybala's Auto Repair Custom
KBV Storage
Google Earth
Image © 2024 Airbus
3000 ft
N

Geotechnical Investigation Proposal
Band Road from Ustinik Rd to SH 36

Fort Bend County, Texas
ATL Proposal No. GP2024-0917
December 9, 2024

ESTABLISHED 1959

ITEMIZED GEOECHNICAL FEE ESTIMATE

Band Road from Ustinik Rd to SH 36

Borings: 13@15' 1@25' [220]

A. FIELD EXPLORATION	**Current Qty.**	**Unit**	**Unit Rate**	**Amount**
Mobilization/Demobilization (Truck Rig)	1	LS	$746.00	$746.00
Technician for Staking, Utilities Clearance, Coordination	16	hrs.	$96.00	$1,536.00
Soil Drilling and Sampling (continuous; <up to 20')	220	ft.	$27.00	$5,940.00
Logging (NICET II)	40	hr.	$96.00	$3,840.00
Grouting Holes	220	ft.	$13.00	$2,860.00
Coring (6-inches)	14	ea.	$192.00	$2,688.00
Coring (6-inches to 12-inches thickness)	84	ft.	$18.00	$1,512.00
Vehicle Charge	80	hrs.	$13.00	$1,040.00
Site Cleanup	14	ea.	$200.00	$2,800.00
	SUBTOTAL			**$22,962.00**
B. GEOTECHNICAL LABORATORY TESTING		**Unit**	**Unit Rate**	**Amount**
Moisture Content (ASTM D-2216)	110	ea.	$12.00	$1,320.00
Atterberg Limits (ASTM D-4318)	40	ea.	$76.00	$3,040.00
Passing No. 200 Sieve (ASTM D-1140)	40	ea.	$59.00	$2,360.00
Unconfined Compression (ASTM D-2166)	20	ea.	$54.00	$1,080.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	20	ea.	$77.00	$1,540.00
	SUBTOTAL			**$9,340.00**
D. TRAFFIC CONTROL				
Flagmen	64	hrs.	$40.00	$2,560.00
Peace Officer	32	hrs.	$75.00	$2,400.00
One Lane Closure	4	ea.	$2,000.00	$8,000.00
	SUBTOTAL			**$12,960.00**
D. ANALYSES & REPORT PREPARATION		**Unit**	**Unit Rate**	**Amount**
Senior Engineer (P.E.)	20	hrs.	$218.00	$4,360.00
Project Manager (P.E.)	30	hrs.	$176.00	$5,280.00
Graduate Engineer	30	hrs.	$122.00	$3,660.00
Draftsman/word Processor	30	hrs.	$75.00	$2,250.00
	SUBTOTAL			**$15,550.00**
TOTAL ESTIMATED FEE OF PROPOSED SCOPE				**$60,812.00**

ASSOCIATED TESTING LABORATORIES
10450 Corporate Drive, Sugar Land, Texas 77478 Tel: (713) 748-3717

December 6, 2024
Proposal No: GP24-0917

Mr. Murthy Made
Project Manager
Isani Consultants
10448 Westoffice Dr
Houston, Texas 77042

Reference: Proposal for Geotechnical Investigation
Detention Pond
Band Road from Ustinik Road to SH-36
Fort Bend County, Texas

Mr. Made,

Associated Testing Laboratories, Inc. (ATL) is pleased to submit a proposal for the above-referenced project. The geotechnical field investigation, testing, and soil data report should comply with the requirements of Fort Bend County Engineering Guidelines.

INTRODUCTION

We understand that **Isani Consultants** is currently under contract with Fort Bend County to provide design engineering services for the proposed detention pond for Fort Bend County 2023 Mobility Project No. 23404.

SCOPE OF WORK:

Based on the available project information, the location of the one (1) detention pond is to be determined at a later date. According to information provided by Isani Consultants, the one (1) detention pond has a total area of 5 acres at a maximum depth of 10 feet below the existing grade. ATL proposes six (6) soil borings at 20 feet deep to be drilled at the proposed detention pond. One (1) piezometer will be installed to monitor 24-hour, 15-day, and 30-day water level readings.

The objective of this geotechnical investigation is to perform soil borings along the detention pond project area, gather and analyze the field and laboratory geotechnical information and data, and prepare a written report presenting the subsurface conditions found with geotechnical recommendations for the design and construction of the proposed detention pond.

GEOTECHNICAL INVESTIGATION

Field Exploration

All the proposed boring locations are not known at the time of this proposal. The use of a dozer-clearing machine may be needed on detention pond areas before actual soil drilling and sampling. Borings will be drilled using an ATV (all-terrain mounted) drill rig.

Based on the available project information, ATL proposes the following borings to investigate the subsurface soils and groundwater conditions. The site location plan is presented as shown in Table A below:

Boring No.	No of Borings	Location	Depth, ft	Total, ft
DB-1 thru DB-6	6	Detention Pond	20	120
PZ-1			*20	*20

**Piezometer PZ-1 at Pond A will be installed to a depth of 20 ft. after sampling and drilling.*

Soil samples will be obtained continuously to the termination depth of 20 ft. Standard Penetration Tests (SPT) will be performed in sands if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.

Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry until groundwater is encountered, or caving of soils occurs. Drilling will be suspended for 15 minutes to facilitate water level observation in the boring. After recording the water level, drilling will be resumed. The boreholes will be backfilled with soil cuttings after drilling.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered to classify the soil's physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, dry density, crumb test double hydrometer test, specific gravity test, and consolidated undrained triaxial test.

All tests will be performed in accordance with the American Society of Testing Materials (ASTM) Procedures. Estimated test types and quantities are presented on the attached sheet.

Engineering Analyses and Reporting

The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the Fort Bend County Engineering Criteria Guidelines. The following geotechnical information and recommendations will be provided:

- Boring logs and boring log profiles showing the generalized soil stratigraphy and groundwater levels.
- Discussion of subsurface soils and stratigraphy and groundwater information.
- Dewatering consideration and recommendations.
- Piezometer installation and groundwater measurements.
- Slope stability analyses for short-term, rapid drawdown, and long-term conditions.
- Soil dispersion tests (Crumb and Double Hydrometer - D_{95} & D_{50} values) for the Detention Ponds).

COST ESTIMATE

Based on the scope of geotechnical work outlined above, we estimate the following costs:

Geotechnical Investigation for Proposed	Estimated Fee
Band Road Project No. 23404 - Detention Pond	**$32,468.00**
Site Clearing, if needed	**$3,500 a day**

The cost estimates using the project quantities and requirements are presented in the enclosed **Itemized Geotechnical Fee Estimate** spreadsheet. This estimate assumes that: (i) underground utilities at proposed boring locations will be cleared by Texas 811 Call Service and, or private property maintenance personnel; (ii) the sites will be accessible to our ATV (all-terrain vehicle) mounted drill rig equipment; (iii) permission/permit to access the site if needed, will be arranged by others at no cost to ATL.

TIME SCHEDULES

We estimate that the fieldwork can be started immediately after authorization is received. The field staking and utility clearance will take about two weeks. The field investigation will take about 3 to 5 weeks (assuming no complications in site access, site clearing, and weather permitting), and the regular laboratory testing will take about 6 to 8 weeks. The draft geotechnical report will be submitted approximately 8 to 10 weeks after receiving the official notice to proceed.

We appreciate the opportunity to submit this proposal and look forward to serving you on this project.

Thank you,
ASSOCIATED TESTING LABORATORIES, INC.

Anita Singh, P.E.
Principal

Geotechnical Investigation Proposal
Band Road - Detention Pond

Fort Bend County, Texas
ATL Proposal No. GP2024-0917_Detention Pond
December 6, 2024

ESTABLISHED 1959

ITEMIZED GEOECHNICAL FEE ESTIMATE

Band Road - Detention Pond

Borings: 6@20' [120 LF] & Piezometers: 1@20', [20 LF]

A. FIELD EXPLORATION	Current Qty.	Unit	Unit Rate	Amount
Mobilization/Demobilization (Truck Rig)	1	LS	$746.00	$746.00
Mobilization/Demobilization - ATV Rig Surcharge	1	LS	$266.00	$266.00
Technician for Staking, Utilities Clearance, Coordination	16	hrs.	$96.00	$1,536.00
Soil Drilling and Sampling (continuous; <up to 20')	120	ft.	$27.00	$3,240.00
Soil Drilling and Sampling (20'-50' continuous)	0	ft.	$32.00	$0.00
ATV Surcharge	120	ft.	$11.00	$1,320.00
Soil Drilling and Sampling (0'-50' intermittent)	0	ft.	$24.00	$0.00
Logging (NICET II)	8	hr.	$96.00	$768.00
Grouting Holes	0	ft.	$13.00	$0.00
Piezometer Installation	20	ft.	$26.00	$520.00
Piezometer Abandonment	20	ft.	$21.00	$420.00
24-Hr, 7-Day & 1 month PZ Water Level Readings	8	hrs.	$96.00	$768.00
Vehicle Charge	16	hrs.	$13.00	$208.00
	SUBTOTAL			**$9,792.00**
B. GEOTECHNICAL LABORATORY TESTING		**Unit**	**Unit Rate**	**Amount**
Moisture Content (ASTM D-2216)	60	ea.	$12.00	$720.00
Atterberg Limits (ASTM D-4318)	20	ea.	$76.00	$1,520.00
Passing No. 200 Sieve (ASTM D-1140)	20	ea.	$59.00	$1,180.00
Unconfined Compression (ASTM D-2166)	10	ea.	$54.00	$540.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	10	ea.	$77.00	$770.00
Consolidated-Undrained Triaxial Test (ASTM D-4767) *3-stage w/3 samples/set	2	ea.	$1,800.00	$3,600.00
Double Hydrometer Tests (ASTM D-4221), with D_{90} and D50	4	ea.	$266.00	$1,064.00
Crumb Tests (ASTM D-6572)	20	ea.	$46.00	$920.00
Specific Gravity (ASTM D854)	2	ea.	$71.00	$142.00
	SUBTOTAL			**$10,456.00**
C. ANALYSES & REPORT PREPARATION		**Unit**	**Unit Rate**	**Amount**
Senior Engineer (P.E.)	15	hrs.	$218.00	$3,270.00
Project Manager (P.E.)	25	hrs.	$176.00	$4,400.00
Graduate Engineer	25	hrs.	$122.00	$3,050.00
Draftsman/word Processor	20	hrs.	$75.00	$1,500.00
	SUBTOTAL			**$12,220.00**
TOTAL ESTIMATED FEE OF PROPOSED SCOPE				**$32,468.00**

RG Miller | DCCM

February 13, 2025

Murthy Made, PE, PMP, ENV SP
Project Manager
Isani Consultants
10448 Westoffice Dr.
Houston, Texas 77042

Ref: Band Road from Ustink Road to SH-36
Project No.: 23404
Traffic Control and Traffic Signal Services

Dear Mr. Made:

R. G. Miller Engineering (RGM) is respectfully submitting this proposal for Detention Basin Design, Drainage Analysis, and Traffic Signal Services for the project identified above. The table below summarizes the proposed fees.

DETENTION BASIN DESIGN		
Preliminary Detention Basin Design	$	32,640.00
70% Submittal	$	46,240.00
95% Submittal	$	22,070.00
Final Submittal	$	17,420.00
Detention Basin Design Total Fee	**$**	**118,370.00**
DRAINAGE ANALYSIS		
Drainage Analysis Services	**$**	**124,940.00**
Miscellaneous Expenses	**$**	**500.00**
Detention Basin Design Total Fee	**$**	**125,440.00**
TRAFFIC SIGNAL DESIGN		
Traffic Counts (Direct Expense)	**$**	**800.00**
Traffic Signal Warrant Analysis	**$**	**10,140.00**
Traffic Signal Design	**$**	**30,744.00**
Total Traffic Signal Services Fee	**$**	**41,684.00**
Total Services Fee	**$**	**285,494.00**

Detention Basin Design Scope of Services:

RGM understands that the existing two-lane roadway will be expanded to a boulevard section with 4 lanes and a median. RGM's fee assumes a total storage of up to 50 ac-ft to mitigate impacts due to increase impervious cover. The scope of services to be provided by RGM includes the following for the Detention Basin Design Services:

- Detention Basin Design
  - Provide preliminary layout of the detention basin design for the preliminary phase.
  - Attend meetings at the request of Isani Consultants.
  - Prepare engineering drawings in accordance with the latest FBCED design manual and standards for the 70%, 95%, and Final Submittal design phases.
  - Client shall provide the geotechnical investigations for the proposed detention basin(s).
  - Each submittal shall include the following drawings:
    - Existing Conditions

        - Proposed Layout
        - Geometric Layout and Point Table
        - Typical Sections
        - Inflow Plan and Profile
        - Outflow Plan and Profile
        - Overflow Structure Plan and Profile
        - SWPPP
        - Demolition Plan
        - Standard Details
    - Provide sheet by sheet quantity take off.
    - Provide Cost Estimate for Detention Basin pay items.
    - Address comments from Isani Consultants and Fort Bend County.

Drainage Analysis Services Scope of Services:

The existing two-lane road will be expanded in the proposed condition to a boulevard section with 4 lanes and a median. One or more detention ponds will be required to provide detention storage for the increased roadway impervious cover.

RGM's roadway impact drainage study report will include the following:

- Production of a localized and exploratory preliminary HEC-RAS 2D rain on mesh (ROM) to characterize offsite drainage areas, flow patterns and inform drainage area delineation.
- Development of an existing conditions H&H model utilizing HEC-HMS and HEC-RAS 1D. Atlas 14 rainfall data will be used to calculate existing runoff for the 100-year, 25-year and 10-year rainfall events.
- Development of a proposed conditions H&H model utilizing HEC-HMS and HEC-RAS 1D. Atlas 14 rainfall data will be used to calculate proposed runoff for the 100-year, 25-year and 10-year rainfall events. The model will quantify impacts to receiving streams.
- Coordination with RGM Public Works to develop site detention options with H&H team.
- Specification of detention volume requirement to mitigate impacts from the roadway expansion.
- Development of schematic level detention pond site layout (if applicable), flow lines and ROW requirements, up to three (3) options.
- Development of drainage report and corresponding attachments.
- Coordination of review process by Fort Bend County.
- Project Management and internal project controls, resource allocation, schedule and scope monitoring.

Traffic Signal Design Services Scope of Services:

The scope of services to be provided by Binkley and Barfield (BBI) includes the following for the Traffic Warrant Study:

- Data Collection
    - 13-hour (6 am – 7 pm) turning movement counts at SH 36 and Band Road.
    - Signal timings at SH 36 and Band Road.
    - Development plans along Band Road and SH 36 within the project vicinity.
- Traffic Signal Warrant Analysis:
    - Utilize the traffic data collected.
    - Determine trips generated by any proposed developments along Band Road and SH 36 and assess trip distribution on the roadway network.
    - Perform a TSWA per MUTCD criteria based on existing and proposed conditions.
    - Using Synchro, evaluate the intersection capacity analysis for SH 36 and Band Road
    - Prepare a traffic warrant study, including exhibits.
    - Submit the draft report to Fort Bend County and TxDOT.

- Address comments from Fort Bend County and TxDOT.
- Finalize and submit the signed and sealed report to Fort Bend County.

If a traffic signal is warranted per an approved traffic warrant study, the scope of services to be provided for the following for the traffic signal design

- Traffic Signal Design:
  - Use the provided topographic survey and ROW (to be collected by others) along all approaches of the project intersection.
  - Collect all data to determine existing conditions.
  - Develop a base map of existing conditions.
  - Incorporate roadway plans detailing Band Road improvements.
  - Prepare proposed traffic signal sheets.
  - Evaluate and tabulate electrical diagrams.
  - Prepare traffic signal elevation diagrams.
  - Prepare proposed signing and pavement marking sheet.
  - Compile all related standard details and specifications.
  - Calculate quantities and prepare an engineer's cost estimate.
  - Produce bid-ready construction plan sheets.
  - Submit an interim set of construction plans to Fort Bend County and TxDOT.
  - Address comments from Fort Bend County and TxDOT.
  - Prepare final construction package for Fort Bend County and TxDOT approval.

Please find the following attached:

Attachment A – Detailed Level of Effort

If you have any questions or require further information regarding the above, please do not hesitate to contact me.

Sincerely,

R. G. Miller Engineers, Inc.

Mark Rotz, P.E.
Project Manager, Public Works Department

MR/KI
P 03332/A
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Fort Bend County

Band Road
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TASK DESCRIPTION - DETENTION BASIN DESIGN EFFORT	DEPT MGR	SENIOR PROJ MGR.	PROJ MGR	ASST. PROJ MGR	ENGINEER IN TRAINING III	ENGINEER IN TRAINING II	CADD DESIGNER	CADD TECHNICIAN	ADMIN ASSISTANT	TOTAL MH'S PER WORK TASK	TOTAL COSTS PER WORK TASK
	TOTAL MANHOURS PER WORK TASK BY STAFF CLASSIFICATION										
Hourly Billing Rate	$370.00	$360.00	$250.00	$200.00	$175.00	$160.00	$180.00	$150.00	$115.00		
Base Rate	$123.33	$120.00	$83.33	$66.67	$58.33	$53.33	$60.00	$50.00	$38.33		
A1. Preliminary Detention Basin Design											
1 Project Management											
a. Project Meetings (Assume 3 meetings)	0	0	3	6	0	0	0	0	0	9	$ 1,950.00
b. Coordinate with Prime	0	0	4	8	0	0	0	0	0	12	$ 2,600.00
c. Invoicing	0	0	3	6	0	0	0	0	6	15	$ 2,640.00
2 Detention Basin Design											
a. Site Visit and Date Collection	0	0	2	3	6	0	6	0	0	17	$ 3,230.00
b. Existing Conditions	0	0	1	1	2	0	4	0	0	8	$ 1,520.00
c. Proposed Layout	0	1	2	4	6	0	9	0	0	22	$ 4,330.00
d. Typical Sections	0	0	1	3	4	0	6	0	0	14	$ 2,630.00
e. Inflow Plan and Profile	0	1	1	2	4	0	6	0	0	14	$ 2,790.00
f. Outfall Plan and Profile	0	1	1	2	4	0	6	0	0	14	$ 2,790.00
g. Overflow Structure Plan and Profile	0	1	1	2	4	0	6	0	0	14	$ 2,790.00
h. Standard Details	0	0	1	1	0	0	4	0	0	6	$ 1,170.00
i. QAQC	0	0	4	4	4	0	0	0	0	12	$ 2,500.00
j. Sheet by Sheet Quantity Take Off and Cost Estimate	0	0	1	2	6	0	0	0	0	9	$ 1,700.00
Subtotal Preliminiary Detention Basin Design Submittal Hours	**0**	**4**	**25**	**44**	**40**	**0**	**47**	**0**	**6**	**166**	
Subtotal Preliminary Detention Basin Design Submittal Fee	**$ -**	**$ 1,440.00**	**$ 6,250.00**	**$ 8,800.00**	**$ 7,000.00**	**$ -**	**$ 8,460.00**	**$ -**	**$ 690.00**		**$ 32,640.00**
A2. 70% Submittal											
1 Project Management											
a. Project Meetings (Assume 2 meetings)	0	0	2	4	0	0	0	0	0	6	$ 1,300.00
b. Coordinate with Prime	0	0	2	4	0	0	0	0	0	6	$ 1,300.00
c. Invoicing	0	0	2	4	0	0	0	0	4	10	$ 1,760.00
2 Detention Basin Design											
a. Existing Conditions	0	0	1	2	3	0	6	0	0	12	$ 2,255.00
b. Proposed Layout and Grading	0	1	2	6	9	0	15	0	0	33	$ 6,335.00
c. Geometric Layout and Point Table	0	0	1	2	4	0	9	0	0	16	$ 2,970.00
d. Typical Sections	0	0	1	2	4	0	9	0	0	16	$ 2,970.00
e. Inflow Plan and Profile	0	1	1	3	6	0	12	0	0	23	$ 4,420.00
f. Outfall Plan and Profile	0	1	1	3	6	0	12	0	0	23	$ 4,420.00
g. Overflow Structure Plan and Profile	0	1	1	3	6	0	12	0	0	23	$ 4,420.00
h. SWPPP	0	0	1	2	4	0	6	0	0	13	$ 2,430.00
i. Demolition Plan	0	0	1	2	4	0	6	0	0	13	$ 2,430.00
j. Standard Details	0	0	1	1	3	0	6	0	0	11	$ 2,055.00
k. QAQC	0	0	9	9	0	0	0	0	0	18	$ 4,050.00
l. Sheet by Sheet Quantity Take Off and Cost Estimate	0	0	3	4	9	0	0	0	0	16	$ 3,125.00
Subtotal 70% Design Submittal Hours	**0**	**4**	**29**	**51**	**58**	**0**	**93**	**0**	**4**	**239**	
Subtotal 70% Design Submittal Fee	**$ -**	**$ 1,440.00**	**$ 7,250.00**	**$ 10,200.00**	**$ 10,150.00**	**$ -**	**$ 16,740.00**	**$ -**	**$ 460.00**		**$ 46,240.00**
A3. 95% Submittal											
1 Project Management											
a. Project Meeting (Assume 1 meeting)	0	0	1	2	0	0	0	0	0	3	$ 650.00
b. Coordinate with Prime	0	0	2	4	0	0	0	0	0	6	$ 1,300.00
c. Constructability Meeting	0	0	3	3	0	0	0	0	0	6	$ 1,350.00
d. Invoicing	0	0	2	4	0	0	0	0	4	10	$ 1,760.00
2 Detention Basin Design											
a. Address Comments on Detention Basin Design	0	1	3	9	24	0	40	0	0	77	$ 14,310.00
b. QAQC	0	0	6	6	0	0	0	0	0	12	$ 2,700.00
Subtotal 95% Design Submittal Hours	**0**	**1**	**17**	**28**	**24**	**0**	**40**	**0**	**4**	**114**	
Subtotal 95% Design Submittal Fee	**$ -**	**$ 360.00**	**$ 4,250.00**	**$ 5,600.00**	**$ 4,200.00**	**$ -**	**$ 7,200.00**	**$ -**	**$ 460.00**		**$ 22,070.00**

TASK DESCRIPTION - DETENTION BASIN DESIGN EFFORT	DEPT MGR	SENIOR PROJ MGR.	PROJ MGR	ASST. PROJ MGR	ENGINEER IN TRAINING III	ENGINEER IN TRAINING II	CADD DESIGNER	CADD TECHNICIAN	ADMIN ASSISTANT	TOTAL MH'S PER WORK TASK	TOTAL COSTS PER WORK TASK
	TOTAL MANHOURS PER WORK TASK BY STAFF CLASSIFICATION										
Hourly Billing Rate	$370.00	$360.00	$250.00	$200.00	$175.00	$160.00	$180.00	$150.00	$115.00		
A4. Final Submittal											
1 Project Management											
a. Project Meeting (Assume 1 meeting)	0	0	1	2	0	0	0	0	0	3	$ 650.00
b. Coordinate with Prime	0	0	2	3	0	0	0	0	0	5	$ 1,100.00
c. Invoicing	0	0	2	4	0	0	0	0	4	10	$ 1,760.00
2 Detention Basin Design											
a. Address Comments on Detention Basin Design	0	1	2	9	18	0	30	0	0	60	$ 11,210.00
b. QAQC	0	0	6	6	0	0	0	0	0	12	$ 2,700.00
Subtotal Final Design Submittal Hours	**0**	**1**	**13**	**24**	**18**	**0**	**30**	**0**	**4**	**90**	
Subtotal Final Design Submittal Fee	**$ -**	**$ 360.00**	**$ 3,250.00**	**$ 4,800.00**	**$ 3,150.00**	**$ -**	**$ 5,400.00**	**$ -**	**$ 460.00**		**$ 17,420.00**
TOTAL DESIGN HOURS	**0**	**10**	**84**	**147**	**140**	**0**	**210**	**0**	**18**	**609**	
TOTAL DESIGN FEE	**$ -**	**$ 3,600.00**	**$ 21,000.00**	**$ 29,400.00**	**$ 24,500.00**	**$ -**	**$ 37,800.00**	**$ -**	**$ 2,070.00**		**$ 118,370.00**

Fort Bend County

Band Road
REV. 00

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TASK DESCRIPTION - DRAINAGE ANALYSIS SERVICES	DEPT MGR	PROJ MGR	SENIOR HYDROLOGIST	PROJECT ENGINEER	ENGINEER IN TRAINING II	GIS ANALYST	ADMIN ASSISTANT	TOTAL MH'S PER WORK TASK	TOTAL COSTS PER WORK TASK
Hourly Billing Rate	$370.00	$250.00	$285.00	$230.00	$160.00	$175.00	$115.00		
Base Rate	$123.33	$83.33	$95.00	$76.67	$53.33	$58.33	$38.33		
A1. Drainage Analysis Services									
1 Project Management									
a. Data Collection	2	4	0	10	8	8	0	32	$ 6,720.00
b. Define Existing Conditions	4	8	0	16	12	0	0	40	$ 9,080.00
c. Develop Existing Hydrologic Model	2	8	0	16	20	0	0	46	$ 9,620.00
d. Define Proposed Conditions	2	8	0	16	10	0	0		
e. Develop Proposed Hydrological Model	2	8	0	16	16	0	0	42	$ 8,980.00
f. Estimate Detention Requirement	4	8	0	8	16	0	0	36	$ 7,880.00
g. Develop Drainage Plan	4	20	0	20	16	0	0	60	$ 13,640.00
h. Finalise Impact Mitigation Design	4	20	0	20	32	0	0	76	$ 16,200.00
i. Prepare Drinage Memorandum	4	8	0	8	16	8	4	48	$ 9,740.00
j. QA/QC	8	8	0	8	8	0	0	32	$ 8,080.00
k. Comment Response	8	8	0	8	16	0	0	40	$ 9,360.00
l. Project Management	16	20	0	16	16	0	4	72	$ 17,620.00
Subtotal Drainage Analysis Services Hours	**60**	**128**	**0**	**162**	**186**	**16**	**8**	**560**	
Subtotal Drainage Analysis Services Fee	**$ 22,200.00**	**$ 32,000.00**	**$ -**	**$ 37,260.00**	**$ 29,760.00**	**$ 2,800.00**	**$ 920.00**		**$ 124,940.00**
A2. Miscellaneous Expenses									
1 Miscellaneous Expenses									$ 500.00
TOTAL DRAINAGE ANALYSIS SERVICES HOURS	**60**	**128**	**0**	**162**	**186**	**16**	**8**	**560**	
TOTAL DRAINAGE ANALYSIS SERVICES FEE	**$ 22,200.00**	**$ 32,000.00**	**$ -**	**$ 37,260.00**	**$ 29,760.00**	**$ 2,800.00**	**$ 920.00**		**$ 125,440.00**

RG Miller | DCCM

Level-of-Effort Work Hour Breakdown

Band Road at SH 36 Traffic Engineering Services

TASK DESCRIPTION			No. of sheets	Senior Project Manager	Project Manager	Project Engineer	EIT	Senior CAD Operator	CAD Operator	Senior Admin	Total
Traffic Signal Warrant Analysis											
	1	Data collection & field reconnaissance			1	1	1				3
	2	Trip generation and distribution			1	1	2				4
	3	Traffic signal warrant analysis			1	2	6				9
	4	Evaluate intersection capacity and LOS				1	3				4
	5	Prepare traffic warrant study, report and exhibits			1	2	4	2	4		13
	6	Submit draft report		1	2	3	4			1	11
	7	Address comments from FBC			1	2	2	2	2		9
	8	Submit final report		1	1	2	2			1	7
		SUBTOTAL		2	8	14	24	4	6	2	60
Traffic Signal Design											
	1	Incorporate topo survey			1	1	2	2	2		8
	2	Collect existing data			1	2	4				7
	3	Develop existing conditions base map	1			1	2	2	4		9
	4	Incorporate proposed roadway plans		1	1	4	4	2	4		16
	5	Prepare traffic signal layout base map	1			2	8	4	8		22
	6	Evaluate and tabulate electrical diagrams	2		1	2	8	2	4		17
	7	Prepare traffic signal elevation diagrams	1			1	4	4	8		17
	8	Prepare proposed signing and pavement marking layout	1			1	2	2	4		9
	9	Compile all standards and details	12		1	2	4		4		11
	10	Calculate quantities and prepare cost estimate	1	1	2	2	6		2		13
	11	Produce construction plan sheet set				4	8	4	6		22
	12	Submit interim set of construction plans		1	2	4	4			2	13
	13	Address comments from FBC			1	2	4	2	4		13
	14	Prepare final construction package		1	2	2	4		2	2	13
		SUBTOTAL		4	12	30	64	24	52	4	190
Other Direct Expenses											
			Quantity	Cost/Unit	Total						
		Traffic Counts (16-hour turning movement counts)	1	800.00	$800.00						
		Total Labor Hours		**6**	**20**	**44**	**88**	**28**	**58**	**6**	**250**
		Burdened Rate		**$314.00**	**$243.00**	**$174.00**	**$138.00**	**$170.00**	**$154.00**	**$108.00**	
		Total of Task		**$1,884.00**	**$4,860.00**	**$7,656.00**	**$12,144.00**	**$4,760.00**	**$8,932.00**	**$648.00**	**$40,884.00**
		Total Other Direct Expenses	**$800.00**								**$800.00**

Total Fees for Band Road Traffic Engineering Services $41,684.00

September 27, 2024
AVO 58841.001

Attn: Mr. Murthy Made, PE, PMP, ENV SP
ISANI

RE: **Proposal for SUE Level 'A' Services for Band Rd**

Dear Mr. Made,

Halff is pleased to submit this proposal for the professional SUE services shown above. Please see the Scope of Work below.

SUE Level 'A' Utility Test Holes

Halff will provide SUE Level A services for twenty (20) test holes at the location determined by the client. Halff will perform these services in accordance with ASCE 38-22. See attached SUE Scope of Work.

- The **FEE** for **the SUE Level 'A' Utility Test Hole services** shall be on a Time and Materials basis with a fee not to exceed **$66,580.00.**

We trust this proposal is satisfactory and appreciate the opportunity to be of service to you. If this proposal meets with your approval, please sign and date in the spaces provided below and return one copy as your order to proceed and approval of the budget.

Yours very truly,
HALFF

Carolyn S Brown

Carolyn Brown, PE
SUE/UC Team Leader

SCOPE OF SERVICES (EXHIBIT A)

Client: ISANI City/County: Rosenberg / Fort Bend County

Project: BAND RD

Halff will perform Subsurface Utility Engineering (SUE) in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities." This standard defines the following Quality Levels:

Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

Quality Level-D: Information derived from existing records or oral recollections.

Quality Level-A Utility Location (Vacuum Excavation):

Up to Twenty (20) test holes will be performed on various utilities at locations specified by the Client (See Attachment A). Halff will cut up to a 12-in. square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

If test holes are requested on non-conductive/non-tonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with the Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. One (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the Client for direction on digging additional test holes if required and shall be compensated for each test hole dug.

Quality Level-B Utility Designation:
Halff will only designate utilities for the purpose of setting up Quality Level-A Test Hole locations utilizing geophysical prospecting equipment and marking with paint and/or pin flags. Designation of adjacent utilities not scheduled for a test hole is not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/non-toneable utilities, Halff cannot guarantee all utilities scheduled for a test hole will be found and marked.

Quality Level-C Utility Survey:
Quality Level-A Test Hole locations (iron rod with cap or "x-cut") will be surveyed and tied utilizing project survey control provided by the Client.

Quality Level-D Utility Records Research:
Available utility records will be provided to Halff by the Client. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined using utility records and oral recollections. In these areas, the information will be considered Quality Level-D.

SUE Deliverables / CADD:
Deliverables for the Quality Level-A Test Hole excavations will be a 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics as well as MicroStation and/or AutoCAD files, PDFs, KMZ, and photos

Right-of-Entry:
Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road Right-of-Way. If Right-of-Entry is required, it will be performed and provided to Halff by the Client. Halff will coordinate with property owner(s) once right of entry has been obtained.

Permitting:
Street Cut permits will be coordinated with the City, County, and/or TxDOT as required. Railroad permitting will be performed by the Client before Halff begins field work.

Work Zone Traffic Control:
Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD. As exact test hole locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required by the Client, will be provided by a certified traffic control provider.

This Scope of Services does not include an engineered traffic control plan and if required for permit approval, Halff will notify the Client and submit a supplemental agreement for authorization prior to proceeding with additional work.

Schedule:

Halff will complete the Quality Level-A Test Hole services within forty-five (45) calendar days upon days receipt of written notice to proceed, a copy of the test hole layout from the Client and approved permits from City, County, and/or TxDOT.

Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.

Work performed in the Right-of-Way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

Attachment A

WORK PLAN (EXHIBIT B)

I. COORDINATION/PERMITTING

Description	Quantity	Authorized Rate	Unit	Estimated Cost
Project Manager	3	$252.00	hour	$756.00
SUE Manager	18	$163.00	hour	$2,934.00
SUE Field Manager	24	$131.00	hour	$3,144.00
SUE/Survey Coordinator	12	$135.00	hour	$1,620.00
Sr Contract Specialist	1	$126.00	hour	$126.00
			Subtotal:	$8,580.00

II. UTILITY LOCATING (QUALITY LEVEL-A)

Depth	Quantity	Authorized Rate	Unit	Estimated Cost
All Depths	20	$1,650.00	each	$33,000.00
			Subtotal:	$33,000.00

III. MISCELLANEOUS

Task	Quantity	Authorized Rate	Unit	Estimated Cost
Certified Traffic Control w/ Flaggers	10	$2,500.00	day	$25,000.00
			Subtotal:	$25,000.00
			TOTAL	**$66,580.00**

Note: This is an estimate based upon the anticipated hours and personnel categories to perform the number of Quality Level-A Test Holes requested. Halff will invoice for the number of test holes attempted (whether utility is located or not) and actual hours worked for coordination/permitting. Due to the unknown timing of project approval and personnel availability, Halff will invoice actual hours worked and personnel categories utilized for this project in accordance with the attached 2024 Halff SUE Rate Schedule. If it is determined that additional test holes are required or if quantities are exceeded, Halff will notify ISANI for authorization and submit a supplemental agreement to increase the fee prior to proceeding with any additional work.

Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located. This proposal is valid for 30 days.

SUE FEE SCHEDULE 2024

A. HOURLY RATES

1-Man Designating (Utility Locating) (QL-B)	$120.00/hr (labor and equipment)
2-Man Designating (Utility Locating) (QL-B)	$240.00/hr (labor and equipment)
2-Man Spar Designating (Utility Locating) (QL-B)	$300.00/hr (labor and equipment)
2-Man Potholing (Vacuum Excavation) (QL-A)	$340.00/hr (labor and equipment)
QC Manager	$315.00/hr
Sr. Project Manager	$289.00/hr
Project Manager	$252.00/hr
Sr. Civil Engineer	$205.00/hr
Civil Engineer	$168.00/hr
Jr. Civil Engineer	$147.00/hr
EIT	$126.00/hr
Sr. Utility Coordinator	$205.00/hr
Utility Coordinator	$168.00/hr
Sr. Utility Field Inspector	$137.00/hr
Utility Field Inspector	$105.00/hr
Sr. SUE Manager	$210.00/hr
SUE Manager	$163.00/hr
Sr. SUE Field Manager	$147.00/hr
SUE Field Manager	$131.00/hr
Sr. RPLS	$245.00/hr
RPLS	$185.00/hr
SUE/Survey Coordinator	$135.00/hr
Survey/Geospatial Manager	$185.00/hr
2-Man Surveying Crew	$200.00/hr (labor and equipment)
1-Man Surveying Crew	$130.00/hr (labor and equipment)
Sr. Survey Technician	$135.00/hr
Survey Technician	$105.00/hr
Sr. CADD Technician	$131.00/hr
CADD Technician	$110.00/hr
Sr. Contract Specialist	$126.00/hr
Contract Specialist	$100.00/hr
Clerical/Admin	$90.00/hr
Traffic Control/Concrete Coring	See B.4 below