

(Engineering, Surveying, Geotechnical, and Design services– Project No. 23105)

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 \$607,072.00. In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.
 - (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
 - (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$607,072.00. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total

maximum sum of \$607,072.00 specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$607,072.00.

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and

products/completed operations arising out of the business operations of the policyholder.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, 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: Odyssey Engineering Group, LLC
2500 Tanglewilde St, Suite 300
Houston, Texas 77063

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

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

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

list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

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

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

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

**ODYSSEY ENGINEERING GROUP,
LLC**



Authorized Agent – Signature

Justin R. Ring, P.E.
Authorized Agent- Printed Name

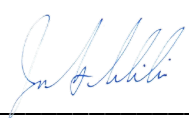
Principal

Title

03/21/2025

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)

EXHIBIT A – SCOPE OF SERVICES**Fort Bend County 2023 Mobility Bond****Precinct 1****Skinner Lane Segment 3 - 23105****ENGINEERING SCOPE****Existing Conditions**

Skinner Lane, west of State Highway 99 (SH 99) and north of Farm to Market Road 359 (FM 359), is a two-lane asphalt road with grass-lined roadside ditches, residential driveways, and is approximately twenty (20) feet wide. Four (4) segments of road replacement were included in the Fort Bend County 2023 Mobility Bond. Odyssey Engineering Group, LLC (Consultant) was awarded Segment 3 with limits of 2,465 feet north of McCrary Road extending south to Brandt Road (Project). On October 14, 2024, Odyssey was informed that Segment 2 was eliminated, and its limits were divided between Segments 1 and 3.

Proposed Conditions

The existing Skinner Lane will be replaced with thirty-six (36) feet of concrete pavement marked as two (2) twelve (12) foot lanes and two (2) six (6) foot shoulders within the proposed eighty (80) foot right of way (ROW). The curve radii will be flattened, and a five (5) foot concrete sidewalk will be added on one side if the cross-section allows, and this will be determined during the preliminary engineering phase. It is anticipated that the existing drainage pattern will be maintained, and that no additional detention will be required. A complete drainage analysis and utility coordination will be performed by Gauge Engineering and Odyssey will collect initial data for the drainage report and utility coordination.

Professional Services

The proposed scope is comprised of two (2) phases: preliminary engineering and engineering design. The scope includes engineering, surveying, geotechnical, and drainage design services to develop construction plans and an estimate of construction costs for the Project. See **Exhibit B** for a Project design schedule.

Consultant proposes to perform these services for a contract lump sum fee of \$559,551 for Basic Services and \$47,521 for Additional Services as detailed in **Exhibit C**. The anticipated Basic and Additional Services are as follows:

Basic Services**Preliminary Engineering Phase**

Preliminary Engineering consists of detailed topographic and boundary surveying of Skinner Lane, and geotechnical investigation. It will include data collection and presentation of the proposed improvements recommended for design in a preliminary engineering report.



During Preliminary Engineering, it will be determined if the requested sidewalk will fit within the proposed ROW. There are no proposed improvements to the bridge at McCrary Road nor to or within the ROW of Jones Creek, which is west of the project limits. Preliminary Engineering will be performed in accordance with the Fort Bend County Engineering Department Engineering Design Manual March 2022 Edition (Design Manual) and as directed by the Fort Bend County Project Manager, Lee Shelton, P.E. of KCI Technologies, Inc (Project Manager). No environmental studies are included in this Scope of Services.

The Preliminary Engineering phase will be summarized in a report detailing the roadway alignment, and cross-section. ROW acquisition needs will be provided in a map along with metes and bounds of property takings. Also included will be a project schedule identifying critical path items and a preliminary construction cost estimate for the final recommendation.

Specific items for each task are below:

- a. Survey - Perform field surveying and ROW mapping conforming to Fort Bend County Guidelines. The scope of services includes:
 - Establish control based on NAVD 88, 2001 Adjustment and NAD 83, State Plane Coordinate System, South Central Zone.
 - Prepare existing and proposed ROW maps.
 - Collect topographic data and features to the specifications of a Category 6, Condition II Survey including:
 - 20 feet outside of the existing ROW and up to 60 feet outside of the existing ROW for obstructions.
 - Pipe flowlines, size, and materials.
 - Trees/plants with a diameter of 4 inches or greater.
 - Subsurface Utility Engineering (SUE) Level C and Level D.
 - Right of entry parcels and metes and bounds for ROW takings.
 - Texas 811 utility locate requests and utility maps.
 - Unobstructed visibility easement (UVE) and metes and bounds
 - Interim ROW staking.
 - Geotechnical boring locations.
- b. Geotechnical - Perform a geotechnical evaluation in general accordance with the Fort Bend County Guidelines. The scope of services includes:
 - Reviewing readily available published literature, in-house literature, and geologic maps.
 - Performing a limited desktop fault study.
 - Performing reconnaissance of the project site prior to exploration.
 - Flagging of the three proposed boring locations.
 - Texas 811 utility locate requests.
 - Drill, log, and sample five exploratory borings along the alignment with a truck-mounted drilling rig to a depth of 10 feet.
 - Laboratory testing will generally consist of moisture content, percent of particles passing the No. 200 sieve, sieve analysis, Atterberg Limits, and unconfined compression and unconsolidated-undrained (UU) triaxial tests.
 - Preliminary fault study.



- Prepare a geotechnical report presenting the results of our evaluation. The report will be sealed by a Professional Engineer licensed in the State of Texas and will include the following:
 - Description of work scope, laboratory, and field procedures.
 - Preliminary fault study.
 - Boring logs, soil profile drawing, and laboratory test results.
 - Subsurface soil and groundwater conditions.
 - Recommendations for pavement thickness design of concrete pavement, embankment, and subgrade preparation.
 - Construction and groundwater control guidelines.
- c. Utilities – Determination of existing utilities and conflicts with proposed design to assist Project Manager with relocation. The scope of services includes:
 - Acquire utility records from private and public utility owners based on the results from Texas 811 One Call tickets and researched utility facilities present within the project limits. Request and collect record drawings and easement records.
 - Develop a Preliminary Utility Contact List with information such as (a) Owner's Name; (b) Contact Person; (c) Telephone Numbers; (d) Email addresses; and (e) all pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information which readily identifies the utilities companies' facilities.
 - Perform conflict investigation for identified utility facilities within the project limits. A preliminary utility conflict list will be developed and provided with a complete assessment and with recommended action. The preliminary utility conflict list will include: (a) Utility Owner; (b) Utility Size; (c) Overhead/underground utilities; (d) utility Location; and (e) Conflict description for each potential conflict.
- d. Project Management
 - Progress meetings will be held biweekly and other meetings necessary for completion of the work will be attended by the consultant.
 - Provide coordination between subconsultants as necessary for completion of the project.
 - Coordinate with adjacent Skinner Road projects consultants for alignments and drainage.
- e. Deliverables
 - Exhibits of horizontal alignment, existing utilities, and topographic features overlaid on an aerial image.
 - Typical cross section.
 - Survey Control Map.
 - Existing ROW Maps to be provided as part of topographic survey CAD file (Category 1B, Condition II).
 - Topographic Survey Map (Category 6, Condition II) including SUE Level C and D.
 - Right of Entry (ROE) limits, property details and contact information.
 - Schematic Layout of Roadway.



- Parcel Map and metes and bounds of property takings.
- Interim ROW staking.
- Geotechnical Report.
- Schedule with critical path items.
- Existing Utilities Layout with Utility Conflict Table.
- Construction cost estimate.
- Preliminary Engineering Report: Preliminary Design with 30% Plan Submittal.
- Preliminary Engineering Report meeting.

Design Phase

The design phase will include developing construction plans for the Project based on the findings from the preliminary engineering report. Three (3) submittals are expected for this phase: 70%, 95% and pre-100%. The submittals will follow the checklists contained within the Design Manual. Coordination will take place on the alignment with adjacent Skinner Lane segments.

- a. Engineering Design
 - Construction plans as per Chapter 12 in the Design Manual.
 - Cut and fill volume modeling.
 - Permitting requirements.
 - ROW acquisition needs.
 - Water and sanitary sewer line utility relocation, if required.
 - KMZ file.
 - Final design cost estimate.

Optional Additional Services

The optional Additional Services are anticipated and will be authorized by the Fort Bend County Project Manager.

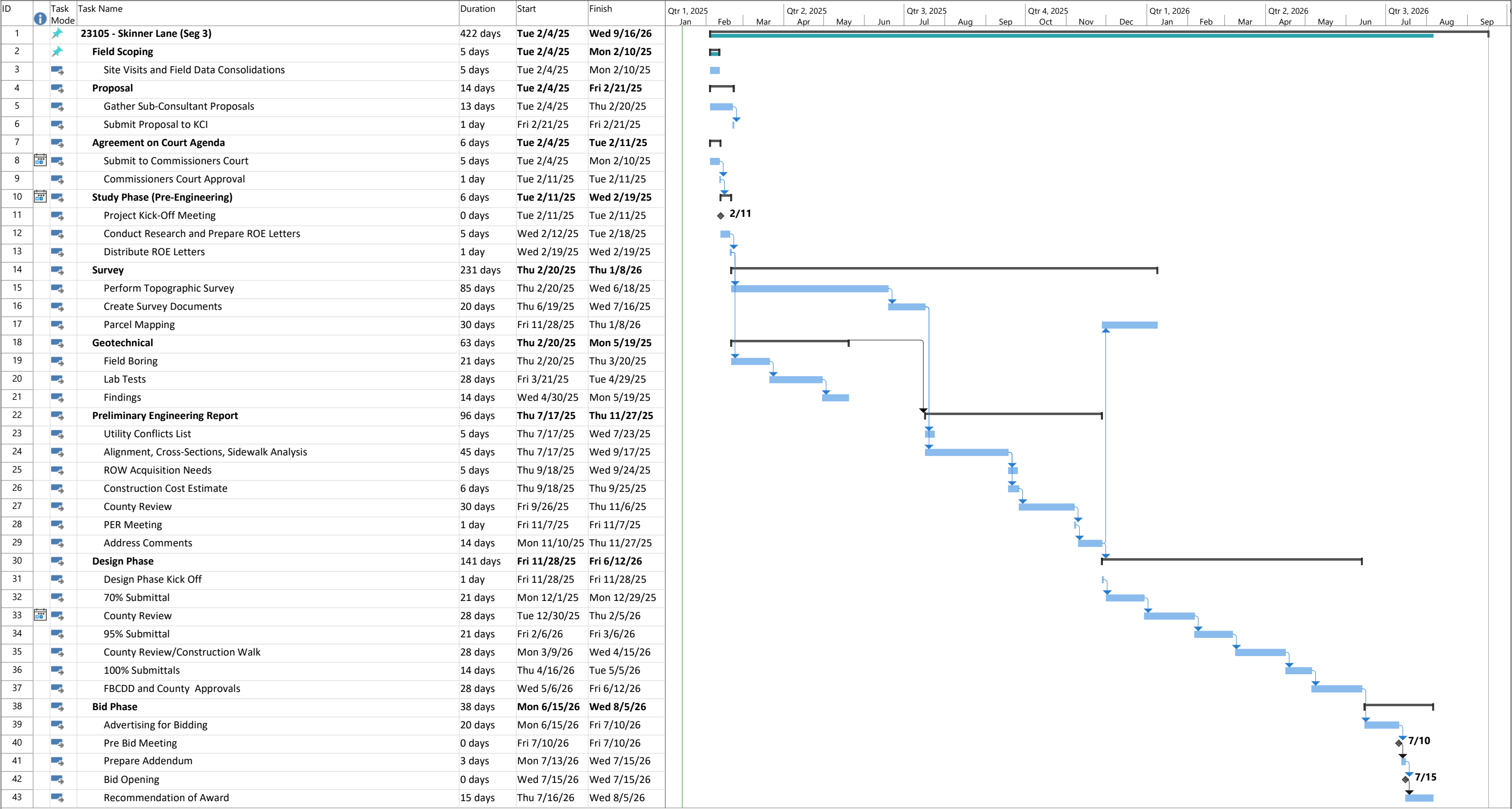
- a. Jones Creek slope stability analysis
 - Three (3) locations at Jones Creek
 - Three (3) borings 30-35 feet
 - Two (2) piezometers each to 30 feet
- b. Bidding
 - Final approved construction plans.
 - Bid Form preparation.
 - Sealed specifications.
 - Completion of County front end documents.



Exclusions

The following tasks are excluded and may be authorized by the Fort Bend County Project Manager.

- a. Wetlands investigation
- b. Environmental site assessment
- c. Traffic warrant studies
- d. Any work in the Jones Creek ROW
- e. Drainage analysis
- f. Utility coordination



Skinner Lane Segment 3
FBC: 23105
Tue 1/14/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1

EXHIBIT C - Compensation for Professional Services
Project Name: Skinner Lane Segment 3
Fort Bend County Precinct 1 - 23105
Consultant: Odyssey Engineering Group, LLC

1 Preliminary Engineering Phase

a	Preliminary Engineering Report (Odyssey Engineering Group, LLC)	\$	90,165	\$ 90,165
b	Survey (Rekha Engineering, Inc.)			
	Existing ROW and Boundary Maps	\$	44,775	
	Topographic Survey	\$	71,230	
	Parcel Map	\$	26,520	
	Metes and Bounds Parcels (22)	\$	86,845	
	ROW Staking	\$	15,940	
	UVE with metes and bounds (6)	\$	11,220	
	Sub-Consultant Coordination (Odyssey)	\$	25,653	
				\$ 282,183
c	Geotechnical (Aviles Engineering Corp.)			
	Field Investigation	\$	11,094	
	Lab Testing	\$	3,227	
	Engineering Report and Coordination	\$	7,700	
	Sub-Consultant Coordination (Odyssey)	\$	2,202	
				\$ 24,223
	Total Preliminary Engineering Phase			\$ 396,571

2 Design Phase

a	Construction Plans	\$	162,980	\$ 162,980
	Total Design Phase			\$ 162,980

Total Basic Services (1-2):	\$ 559,551
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3 Additional Services

a	Slope Stability (Aviles)	\$	34,205	
	Sub-Consultant Coordination (Odyssey)	\$	3,421	
				\$ 37,626
b	Bidding Services (Odyssey)			\$ 9,895

Total Additional Services (3)	\$ 47,521
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EXHIBIT C - LEVEL OF EFFORT													
Client:		Fort Bend County, Precinct 1											
Project:		23105 - Skinner Lane (Seg. 3)											
Description:		Improve existing 2-lane asphalt into 3-lane concrete pavement w/ open ditches in 80' ROW.											
Date		January 14, 2025											
		Principal	Senior Project Manager	Senior Design Manager	Project Manager	Design Engineer II	Design Engineer I	Senior CAD Designer	CAD Technician II	Senior Project Site Representative	Administrative Assistant/ Clerical	Totals	
Task No.	Task Description	\$ 300.00	\$ 275.00	\$ 240.00	\$ 225.00	\$ 175.00	\$ 135.00	\$ 125.00	\$ 100.00	\$ 125.00	\$ 105.00	Hours	Cost
PRELIMINARY ENGINEERING PHASE													
1	Coordinate sub-consultant data collection		9				27					36	\$ 6,120.00
2	Field Visit						5			12		17	\$ 2,175.00
3	Bi-weekly status meetings	12	18		18	24	48					120	\$ 23,280.00
4	Preliminary Engineer Report	3	30				60				6	99	\$ 17,880.00
5	Prepare and attend PER presentation meeting with Fort Bend County Pct 1 and Ft Bend County Engineering Department	3	9		9		6					27	\$ 6,210.00
6	Prop. Typical Sections, P&Ps, Preliminary Traffic Control, KMZ		12	36			96		96			240	\$ 34,500.00
Total Preliminary Design Phase Tasks		\$ 5,400.00	\$ 21,450.00	\$ 8,640.00	\$ 6,075.00	\$ 4,200.00	\$ 32,670.00	\$ -	\$ 9,600.00	\$ 1,500.00	\$ 630.00	539	\$ 90,165.00
DESIGN PHASE													
18	Cover Sheet					2	2		2			6	\$ 820.00
19	Index Of Sheets					2	2		2			6	\$ 820.00
20	General Notes					2	2		2			6	\$ 820.00
21	Typical Sections			3		3	6		23			35	\$ 4,355.00
22	Project Layout			30			45		23			98	\$ 15,575.00
23	Survey Control					9	5	9				23	\$ 3,375.00
24	Horizontal Alignment Data			3			12	6				21	\$ 3,090.00
25	Plan and Profile			30		30	60	15	90			225	\$ 31,425.00
26	Drainage Area Maps & Computations			23		23	75	8	8			137	\$ 21,470.00
27	Traffic Control Plan		24	30			60		68			182	\$ 28,700.00
28	Pavement Marking and Signing		12	24			30		18			84	\$ 14,910.00
29	SWPPP						6		6			12	\$ 1,410.00
30	Demolition						15	8	23			46	\$ 5,325.00
31	Cross Sections			12			60	36	24			132	\$ 17,880.00
29	Details					3	3	3	15			24	\$ 2,805.00
30	Address Interim Submittal Comments	3	6	12			12	6	24			63	\$ 10,200.00
Total Design Phase Tasks		\$ 900.00	\$ 11,550.00	\$ 40,080.00	\$ -	\$ 12,950.00	\$ 53,325.00	\$ 11,375.00	\$ 32,800.00	\$ -	\$ -	1100	\$ 162,980.00
ADDITIONAL SERVICES													
31	Contract Documents		10				20					30	\$ 5,450.00
32	Review and respond to bid questions		2				8					10	\$ 1,630.00
33	Addendums		2				4					8	\$ 1,300.00
34	Bid Tab and Recommendation		1								2	5	\$ 695.00
35	Attend Pre-Construction Meeting		2				2					4	\$ 820.00
Total Additional Services Tasks		\$ -	\$ 4,675.00	\$ -	\$ -	\$ -	\$ 4,590.00	\$ -	\$ -	\$ -	\$ 630.00	57	\$ 9,895.00



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

REKHA Engineering, Inc. will perform the referenced services for the referenced project for a lump sum fee of:

1) Boundary Category 1B survey proposed existing right of way With Survey Control Map Bench Marks	\$ 27,510.00
2) Topographic Survey Category 6 with Survey Control Map for Bench marks	47,495.00
3) Overall Parcel Map of complete roadway with existing right of way & proposed right of way Alignments	15,620.00
4) Individual Parcel exhibit maps with metes and bounds per county criteria 3,947.50 ea. Overall Parcels 12 parcels x 3,947.50 ea. parcel =	47,370.00
5) UVE easements with exhibit map and metes and bounds 6 est x \$ 1870/ea =	11,220.00
6) Stake in the field the Proposed right of way for Clearing Contractor	9,830.00

Total \$ 159,045.00

b) Skinner Road No 3 from 1250 North of McCrary Rd north 915LF to -+ Skinner Ridge Lane - - Fort Bend County, Tx (straight ROW)

REKHA Engineering, Inc. will perform the referenced services for the referenced project for a lump sum fee of:

1) Boundary Category 1B survey proposed existing right of way With Survey Control Map Bench Marks	\$ 17,265.00
2) Topographic Survey Category 6 with Survey Control Map for Bench marks	23,735.00
3) Overall Parcel Map of complete roadway with existing right of way & proposed right of way Alignments	10,900.00
4) Individual Parcel exhibit maps with metes and bounds per county criteria 3,947.50 ea. Overall Parcels 10 parcels x 3,947.50 ea. parcel =	39,475.00
5) UVE easements with exhibit map and metes and bounds 1,870.00 ea.	0
6) Stake in the field the Proposed right of way for Clearing Contractor	6,110.00

Total \$ 97,485.00

Total of a) and b) = 159,045 + 97,485.00 = \$ 256,530.00

Including reimbursable expenses and no state sales tax (na). Reimbursable Expenses (RE) consist of mileage, plots, reproduction, filing fees, etc. as shown on Exhibit "A". Note if the scope of services is adjusted or changed, and upon your **written** approval, we shall invoice extra services on an hourly basis as per Exhibit "A", attached hereto and made a part hereof. If this is acceptable to you, please sign below and return one fully executed original to us, at which time this will become a binding Agreement between us. Upon receipt thereof, we will immediately commence performance of our services. **Payment will be due upon receipt of this invoice per overall agreement.** In the event this account is placed for collection with any party or through judicial proceedings, you agreed to pay all costs incurred and/or are awarded by the court and in addition to any principal, prejudgment interest and all costs associated with the collection, including deliveries, etc... Furthermore, you agree that all past sums bear interest of at the 1.5% per month or 18% per annum on any and all outstanding balances. Venue for any dispute under this contract is Houston, Harris County, Texas. All sums are due and payable in Houston, Harris County, Texas. **Presently, RE has 2,000,000 professional liability**

TBPE FIRM NO. F-3712 TBPLS FIRM NO. 10133800
7676 HILLMONT DRIVE, SUITE 350 - HOUSTON, TEXAS 77040
PHONE: (713) 895-8080/8081 - FAX: (713) 895-7686
Website: www.rekhaengineering.com - E-mail: jake1@pdq.net



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

EXHIBIT "A"

2024 Hourly Rates (for RE, INC. = REKHA Engineering, Inc. REI-RE)

1-1-24

Principal	\$ 195.00 per hour
Project Manager	\$ 165.00 per hour
Surveyor (RPLS)	\$ 150.00 per hour
Technician	\$ 95.00 per hour
Sr. Technician – Designer	\$ 125.00 per hour
Secretary	\$ 55.00 per hour
Survey Crew (Crew with Data Coll + Robotic Total Station with GPS)	\$ 150.00 per hour
Survey Crew (2-Man Crew with Data Coll + Robotic Total Station with GPS)	\$ 195.00 per hour
Permitting expediter process and services	\$ 55.00 per hour

TBPE FIRM NO. F-3712 TBPLS FIRM NO. 10133800
7676 Hillmont Road, Suite 350 - HOUSTON, TEXAS 77040
PHONE: (713) 895-8080
Website: www.rekhaengineering.com - E-mail: jake.l@pdq.net



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

**2023 Fort Bend County Mobility Project - Roadway
Design Mobility Project - Fort Bend County Project
23105**

**a) Skinner Road No 3 from 1250 North of McCrary Rd
south to Pecan Bend Road - Fort Bend County, Tx**

EXHIBIT D

(A)

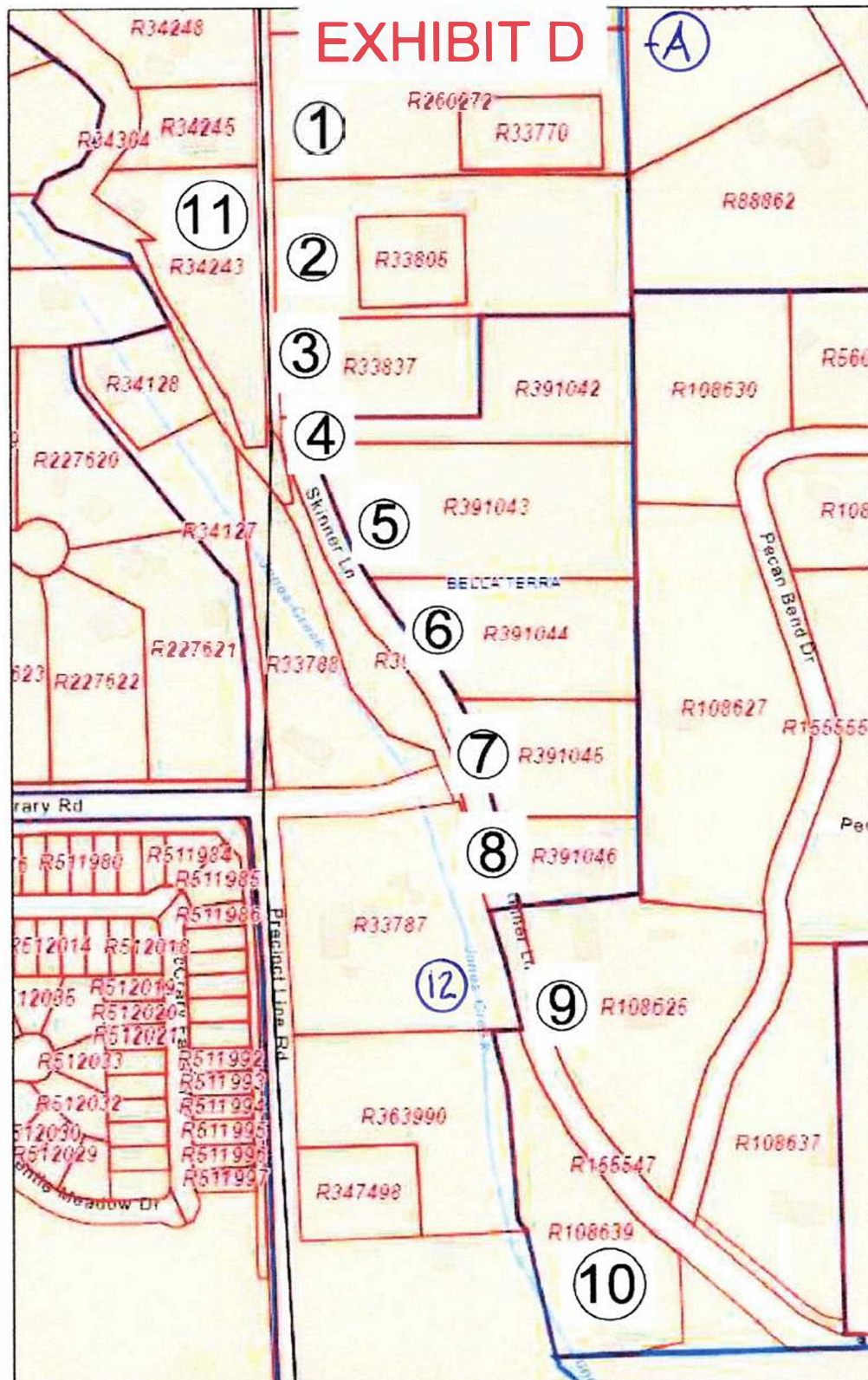
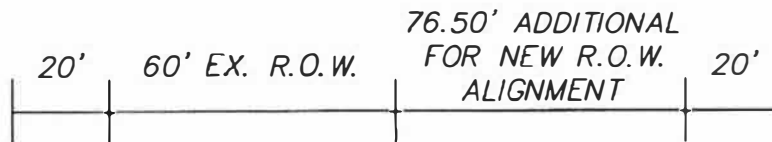


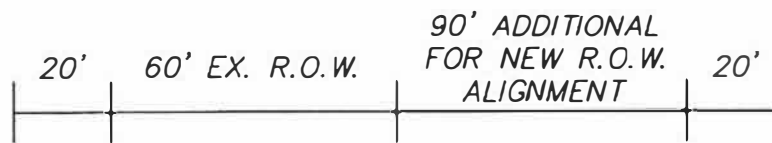
EXHIBIT B



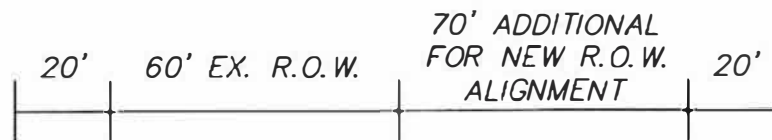
EXHIBIT C - (A)



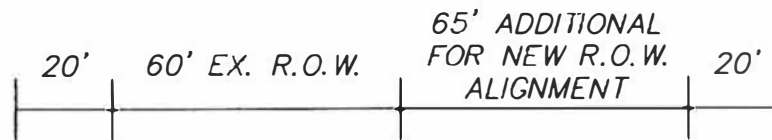
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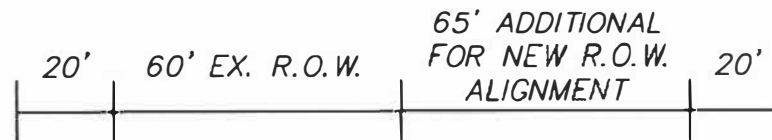
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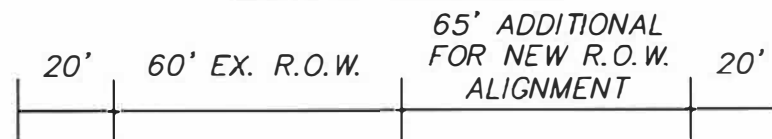
③- SECTION - ESTIMATE WIDTH OF SURVEY



④- SECTION - ESTIMATE WIDTH OF SURVEY



⑤- SECTION - ESTIMATE WIDTH OF SURVEY



⑥- SECTION - ESTIMATE WIDTH OF SURVEY



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects

a) Skinner Lane - Segment 3 (2700LF)

1. Boundary Determining Existing Right of Way Survey

9/6/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Investigate plats and deeds plus adjoiner deeds and plats	0	8	2	1	\$1,160.00
2. Utility Investigation: COH Plan, FEMA, GIS, CenterPoint, AT&T, W-S-STM, ROW	0	0	0	0	\$0.00
3. Field tie in benchmark and establish TBM	0	0	0	0	\$0.00
4. Field- Locate back corners adjoining tract and establish control	24	8	4	1	\$6,090.00
5. Right of Way street at 500LF/day	44	8	4	1	\$9,990.00
6. CAD Right of Way roadway map	0	32	8	4	\$4,640.00
7. Combine all office and fieldwork to create overall maps coordinations	0	16	8	1	\$2,670.00
8. Professional review and issue	0	8	8	8	\$2,960.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
Total Hours	68	80	34	16	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee	\$13,260	\$7,600	\$4,250	\$2,400	\$27,510.00



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects

a) Skinner Lane - Segment 3 (2700LF)

2. Topographic Roadway Survey

9/6/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Investigate plats and deeds	0	8	1	1	\$1,035.00
2. Utility Investigation: COH Plan, FEMA, GIS, CenterPoint, AT&T, W-S-STM, ROW	0	8	1	1	\$1,035.00
3. Field tie in benchmark and establish TBM(s) in field	16	4	0	1	\$3,650.00
4. Field- Locate front corners and establish control	24	8	1	1	\$5,715.00
5. Topographic street at 300LF/ day (area=2700x +- 190' width) plus adjacent bridge See Exhibit B	72	8	1	1	\$15,075.00
6. Right of entry coordination of parcels (back P.C)	8	8	1	1	\$2,595.00
7. CAD Topographic roadway design plus calculations of control	0	72	8	1	\$7,990.00
8. Coordinate utility investigation with field work plus utility conflict table	0	16	4	1	\$2,170.00
9. Combine all office and fieldwork to create overall maps coordinations	0	12	4	1	\$1,790.00
10. Professional review and issue	0	12	8	8	\$3,340.00
11. Control Map with benchmark plus TBMs	4	16	4	2	\$3,100.00
	0	0	0	0	\$0.00



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

	0	0	0	0	\$0.00
Total Hours	124	172	33	19	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee	\$24,180	\$16,340	\$4,125	\$2,850	\$47,495.00



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects

a) Skinner Lane - Segment 3 (2700LF)

3. Parcel Overall Map with Existing Alignment with Proposed Alignment

9/6/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Coordinate & Review of plats and deeds plus adjoiner deeds	0	8	2	2	\$1,310.00
2. Parcels overall right of way parcel map with existing right of way with prop....	0	32	2	8	\$4,490.00
3. Coordinate existing right of way with new alignment of right of way	0	32	2	8	\$4,490.00
4. Combine all office and fieldwork to create overall maps coordinations	0	8	2	1	\$1,160.00
5. Professional review and issue	0	16	2	16	\$4,170.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
Total Hours	0	96	10	35	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee	\$0	\$9,120	\$1,250	\$5,250	\$15,620.00



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects

a) Skinner Lane - Segment 3 (2700LF)

4. Individual meets and bound and Exhibit map of individual parcels

9/6/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Investigate plats and deeds	0	2	0	0.5	\$265.00
2. Existing right of way taken map with proposed right of way	0	12	2	2	\$1,690.00
3. Set property corners	5	1	0	1	\$1,220.00
4. Combine all office and fieldwork to create overall maps coordinations	0	2	1	1	\$465.00
5. Professional review and issue	0	1	0.5	1	\$307.50
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
Total Hours	5	18	3.5	5.5	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee per parcel	\$975	\$1,710	\$438	\$825	\$3,947.50

Number of Parcels:	12
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Total Fee	\$47,370
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REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects

a) Skinner Lane - Segment 3 (2700LF)

5. Stake property for clearing contractors

6/12/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Coordinate and calculate staking of property right of way	0	4	1	1	\$655.00
2. Stake in field new right of way alignment per civil plans	40	8	1	1	\$8,835.00
3. Collect stakes and confirm complete	0	2	0	1	\$340.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
Total Hours	40	14	2	3	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee	\$7,800	\$1,330	\$250	\$450	\$9,830.00



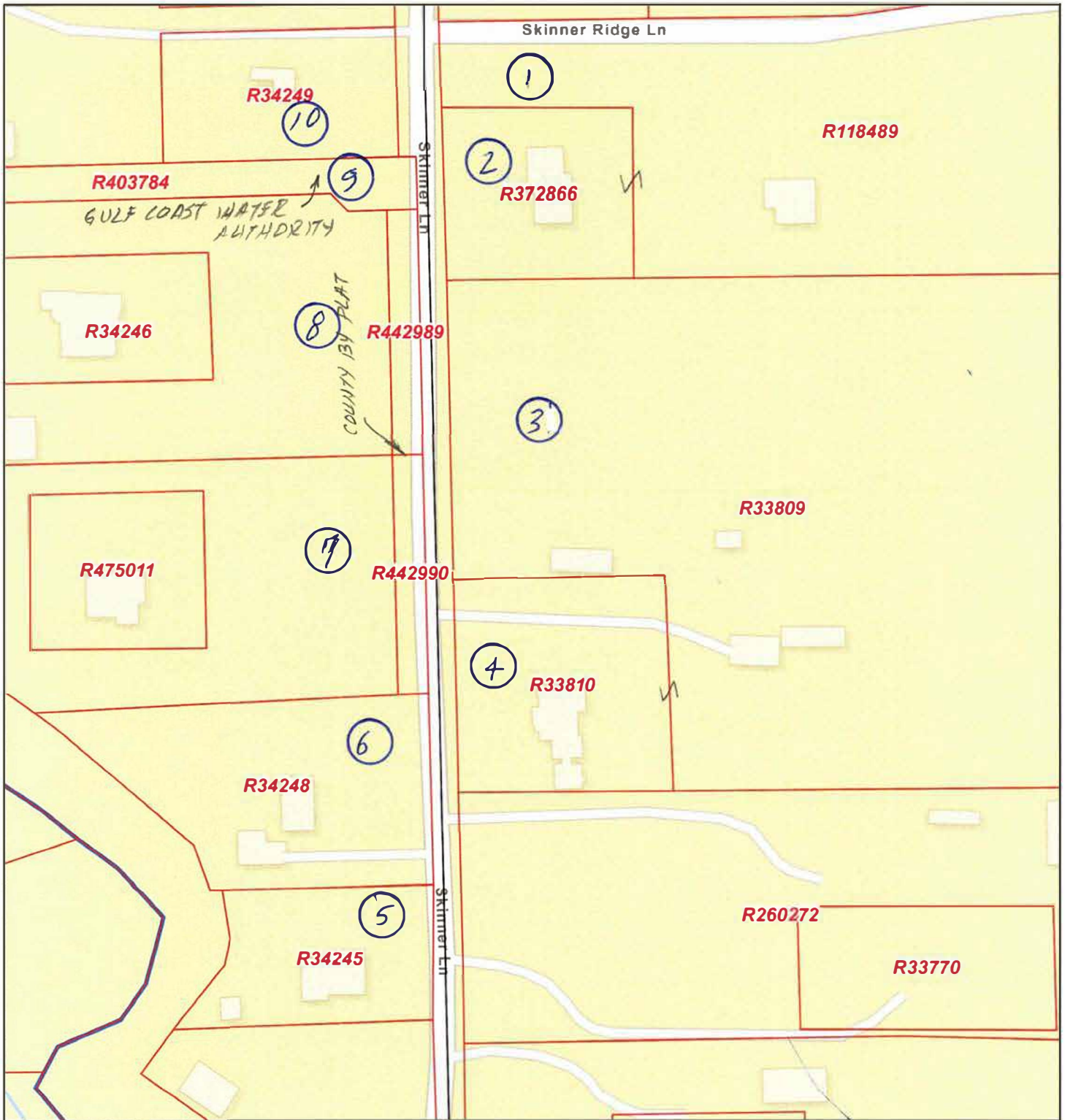
REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

**2023 Fort Bend County Mobility Project - Roadway
Design Mobility Project -
Fort Bend County Project 23105**

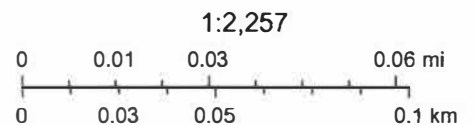
**b) Skinner Road No 3 from 1250 North of McCrary Rd
north 915LF to -+ Skinner Ridge Lane - - Fort Bend
County, Tx**

Fort Bend CAD Web Map



10/28/2024, 10:13:07 AM

- Parcels
- Abstracts
- Subdivisions
- Texas Counties



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Fort Bend County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects b)Skinner - Segment 3-1250 lf- N.McCrary to Skinner Ridge

1. Boundary Determining Existing Right of Way Survey

10/28/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Investigate plats and deeds plus adjoiner deeds and plats	0	8	1	1	\$1,035.00
2. Utility Investigation: COH Plan, FEMA, GIS, CenterPoint, AT&T, W-S-STM, ROW	0	0	0	0	\$0.00
3. Field tie in benchmark and establish TBM	0	0	0	0	\$0.00
4. Field- Locate back corners adjoining tract and establish control	16	8	1	1	\$4,155.00
5. Right of Way street at 300LF/day	24	3	1	1	\$5,240.00
6. CAD Right of Way roadway map	0	32	1	2	\$3,465.00
7. Combine all office and fieldwork to create overall maps coordinations	0	8	2	1	\$1,160.00
8. Professional review and issue	0	8	2	8	\$2,210.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
Total Hours	40	67	8	14	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee	\$7,800	\$6,365	\$1,000	\$2,100	\$17,265.00



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects b)Skinner - Segment 3-1250 lf- N.McCrary to Skinner Ridge

2. Topographic Roadway Survey

10/28/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Investigate plats and deeds	0	4	0	1	\$530.00
2. Utility Investigation: COH Plan, FEMA, GIS, CenterPoint, AT&T, W-S-STM, ROW	0	8	0	0	\$760.00
3. Field tie in benchmark and establish TBM(s) in field	8	1	0	1	\$1,805.00
4. Field- Locate front corners and establish control	0	0	0	0	\$0.00
5. Topographic street at 300LF/ day plus intersection	40	4	0	1	\$8,330.00
6. Right of entry coordination of parcels (back P.C)	2		0	1	\$540.00
7. CAD Topographic roadway design plus calculations of control	0	60	2	1	\$6,100.00
8. Coordinate utility investigation with field work plus utility conflict table	0	8	1	1	\$1,035.00
9. Combine all office and fieldwork to create overall maps coordinations	0	4	1	1	\$655.00
10. Professional review and issue	0	8	1	6	\$1,785.00
11. Control Map with benchmark plus TBMs	4	12	1	1	\$2,195.00
	0	0	0	0	\$0.00



REKHA ENGINEERING, INC.

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	0	0	0	0	\$0.00
Total Hours	54	109	6	14	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee	\$10,530	\$10,355	\$750	\$2,100	\$23,735.00



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects

b)Skinner - Segment 3-1250 lf- N.McCrary to Skinner Ridge

3. Parcel Overall Map with Existing Alignment with Proposed Alignment

10/28/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Coordinate & Review of plats and deeds plus adjoining deeds	0	6	1	2	\$995.00
2. Parcels overall right of way parcel map with existing right of way with prop....	0	20	1	8	\$3,225.00
3. Coordinate existing right of way with new alignment of right of way	0	16	1	4	\$2,245.00
4. Combine all office and fieldwork to create overall maps coordinations	0	8	0	1	\$910.00
5. Professional review and issue	0	20	1	10	\$3,525.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
Total Hours	0	70	4	25	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee	\$0	\$6,650	\$500	\$3,750	\$10,900.00



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects Skinner - Segment 3-1250 lf- N.McCrary to Skinner Ridge

4. Individual meets and bound and Exhibit map of individual parcels

10/28/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Investigate plats and deeds	0	2	0	0.5	\$265.00
2. Existing right of way taken map with proposed right of way	0	12	2	2	\$1,690.00
3. Set property corners	5	1	0	1	\$1,220.00
4. Combine all office and fieldwork to create overall maps coordinations	0	2	1	1	\$465.00
5. Professional review and issue	0	1	0.5	1	\$307.50
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
Total Hours	5	18	3.5	5.5	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee per parcel	\$975	\$1,710	\$438	\$825	\$3,947.50

Number of Parcels:	10
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Total Fee	\$39,475
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REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

PROJECT: Fort Bend County 2023 Mobility Projects **b)Skinner - Segment 3-1250 lf- N.McCrary to Skinner Ridge**

5. Stake property for clearing contractors

10/28/2024

Description	Survey Crew	Tech	Sr. Tech	RPLS	Total
1. Coordinate and calculate staking of property right of way	0	4	1	1	\$655.00
2. Stake in field new right of way alignment per civil plans	24	3	0	1	\$5,115.00
3. Collect stakes and confirm complete	0	2	0	1	\$340.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
	0	0	0	0	\$0.00
Total Hours	24	9	1	3	
Rate/Hr	\$195	\$95	\$125	\$150	
Total Fee	\$4,680	\$855	\$125	\$450	\$6,110.00

ITEMIZED FEE ESTIMATE - MAIN SCOPE: ROADWAY

7 Borings Total: 7@10'

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Mobilization/Demobilization	1	LS	@	\$746.00	\$746.00
Drilling Crew Daily Mobilization (every day past first)	0	hrs.	@	\$565.00	\$0.00
Field Coordination (Project Geologist)	8	hrs.	@	\$176.00	\$1,408.00
Utility Clearance (Project Geologist)	5	hrs.	@	\$176.00	\$880.00
Preliminary Fault Study (Project Geologist)	8	hrs.	@	\$176.00	\$1,408.00
Boring Layout & Site Reconnaissance (Project Geologist)	8	hrs.	@	\$176.00	\$1,408.00
Pavement Coring (6" dia, 6" thick core, min charge \$400)	0	ea.	@	\$192.00	\$0.00
Pavement Coring (6" dia, 6"-12")	0	inch	@	\$12.00	\$0.00
Field Logger (Senior Technician)	10	hrs.	@	\$96.00	\$960.00
Soil Drilling and Continuous Sampling (0 to 20 ft)	70	ft.	@	\$27.00	\$1,890.00
Soil Drilling and Intermittent Sampling (20 to 50 ft)	0	ft.	@	\$24.00	\$0.00
Soil Drilling and Intermittent Sampling (50 to 100 ft)	0	ft.	@	\$27.00	\$0.00
Grouting Holes (Cement-bentonite)	70	ft.	@	\$13.00	\$910.00
Traffic Control Subcontractor	1	days	@	\$1,250.00	\$1,250.00
Install Piezometers	0	ft.	@	\$26.00	\$0.00
Metal Piezometer Covers	0	ea.	@	\$60.00	\$0.00
Piezometer Monitoring (Technician)	0	hrs.	@	\$69.00	\$0.00
Piezometer Abandonment	0	ft.	@	\$21.00	\$0.00
On-site Standby Time, if incurred (2-man Crew)	0	hrs.	@	\$320.00	\$0.00
Vehicle Charge	2	trips	@	\$117.00	\$234.00
	SUBTOTAL				\$11,094.00
B. GEOTECHNICAL LABORATORY TESTING					
Atterberg Limits (ASTM D-4318)	14	ea.	@	\$76.00	\$1,064.00
Passing No. 200 Sieve (ASTM D-1140)	14	ea.	@	\$59.00	\$826.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	0	ea.	@	\$69.00	\$0.00
Moisture Content (ASTM D-2216)	35	ea.	@	\$12.00	\$420.00
Unconfined Compression (ASTM D-2166)	7	ea.	@	\$54.00	\$378.00
Unconsolidated-Undrained Test (ASTM D-2850)	7	ea.	@	\$77.00	\$539.00
	SUBTOTAL				\$3,227.00
C. PROJECT MANAGEMENT, MEETINGS, ENGINEERING, & REPORTS					
Principal Engineer, P.E.	0	hrs.	@	\$266.00	\$0.00
Senior Engineer, P.E.	4	hrs.	@	\$218.00	\$872.00
Project Engineer, P.E.	18	hrs.	@	\$176.00	\$3,168.00
Graduate Engineer, EIT	30	hrs.	@	\$122.00	\$3,660.00
Senior Technician (Drafting)	0	hrs.	@	\$96.00	\$0.00
Reproduction (electronic copies only)	0	copies	@	\$30.00	\$0.00
	SUBTOTAL				\$7,700.00
	TOTAL ESTIMATED FEE				\$22,021.00

ITEMIZED FEE ESTIMATE - OPTIONAL ADDITIONAL: SLOPE STABILITY

3 Additional Borings Total: 2@30', 1@35'. 2 Piezometers Total: 2@30'

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Mobilization/Demobilization	1	LS	@	\$746.00	\$746.00
Drilling Crew Daily Mobilization (every day past first)	1	hrs.	@	\$565.00	\$565.00
Field Coordination (Project Geologist)	8	hrs.	@	\$176.00	\$1,408.00
Utility Clearance (Project Geologist)	4	hrs.	@	\$176.00	\$704.00
Preliminary Fault Study (Project Geologist)	0	hrs.	@	\$176.00	\$0.00
Boring Layout & Site Reconnaissance (Project Geologist)	8	hrs.	@	\$176.00	\$1,408.00
Pavement Coring (6" dia, 6" thick core, min charge \$400)	0	ea.	@	\$192.00	\$0.00
Pavement Coring (6" dia, 6"-12")	0	inch	@	\$12.00	\$0.00
Field Logger (Senior Technician)	18	hrs.	@	\$96.00	\$1,728.00
Soil Drilling and Continuous Sampling (0 to 20 ft)	60	ft.	@	\$27.00	\$1,620.00
Soil Drilling and Intermittent Sampling (20 to 50 ft)	35	ft.	@	\$24.00	\$840.00
Soil Drilling and Intermittent Sampling (50 to 100 ft)	0	ft.	@	\$27.00	\$0.00
Grouting Holes (Cement-bentonite)	35	ft.	@	\$13.00	\$455.00
Traffic Control Subcontractor	2	days	@	\$1,250.00	\$2,500.00
Install Piezometers	60	ft.	@	\$26.00	\$1,560.00
Metal Piezometer Covers	2	ea.	@	\$60.00	\$120.00
Piezometer Monitoring (Technician)	8	hrs.	@	\$69.00	\$552.00
Piezometer Abandonment	60	ft.	@	\$21.00	\$1,260.00
On-site Standby Time, if incurred (2-man Crew)	0	hrs.	@	\$320.00	\$0.00
Vehicle Charge	4	trips	@	\$117.00	\$468.00
	SUBTOTAL				\$15,934.00
B. GEOTECHNICAL LABORATORY TESTING					
Atterberg Limits (ASTM D-4318)	9	ea.	@	\$76.00	\$684.00
Passing No. 200 Sieve (ASTM D-1140)	9	ea.	@	\$59.00	\$531.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	2	ea.	@	\$69.00	\$138.00
Moisture Content (ASTM D-2216)	37	ea.	@	\$12.00	\$444.00
Unconfined Compression (ASTM D-2166)	3	ea.	@	\$54.00	\$162.00
Unconsolidated-Undrained Test (ASTM D-2850)	6	ea.	@	\$77.00	\$462.00
Crumb Dispersion (ASTM D-6572)	6	ea.	@	\$46.00	\$276.00
Double Hydrometer Dispersion (ASTM D-4221)	2	ea.	@	\$266.00	\$532.00
Consolidated-Undrained Test (ASTM D-4767)	2	ea.	@	\$1,750.00	\$3,500.00
	SUBTOTAL				\$6,729.00
C. PROJECT MANAGEMENT, MEETINGS, ENGINEERING, & REPORTING					
Principal Engineer, P.E.	1	hrs.	@	\$266.00	\$266.00
Senior Engineer, P.E.	6	hrs.	@	\$218.00	\$1,308.00
Project Engineer, P.E.	40	hrs.	@	\$176.00	\$7,040.00
Graduate Engineer, EIT	24	hrs.	@	\$122.00	\$2,928.00
Senior Technician (Drafting)	0	hrs.	@	\$96.00	\$0.00
Reproduction (electronic copies only)	0	copies	@	\$30.00	\$0.00
	SUBTOTAL				\$11,542.00
	TOTAL ESTIMATED FEE				\$34,205.00



LEGEND:

B-# (X')
 PROPOSED ROADWAY BORING (DEPTH IN FEET) – MAIN SCOPE

PZ-# (X')
B-# (X')
 **PROPOSED PIEZOMETER (DEPTH IN FEET)
PROPOSED SLOPE STABILITY BORING
(DEPTH IN FEET) – OPTIONAL ADDITIONAL**

B-# (X')
 BORING BY AVILES FOR OTHER SEGMENT

Notes:
1. Boring locations may be adjusted as necessary in field for drill rig access.

Slope Stability Concern Areas 2 and 3
(Optional Additional Scope)

Slope Stability Concern Area 1
(Optional Additional Scope)

AVILES ENGINEERING CORPORATION		
PROPOSED BORING LOCATION PLAN		
FORT BEND COUNTY SKINNER ROAD IMPROVEMENTS SEGMENT 3 FORT BEND COUNTY, TEXAS		
AEC PROPOSAL NO.: G2024-06-08R2	DATE: 10-21-2024	SOURCE DRAWING PROVIDED BY: GOOGLE
APPROX. SCALE: 1" = 300'	DRAFTED BY: WLW	PLATE NO.: PLATE 1

Date: 1/30/2024 29°39'19.39" N 95°45'09.95" W