

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Engineering, Design, and Bid Phase services– Project No. 23413)

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 Consor Engineers, LLC (“Engineer”), a Florida limited liability company. County and Engineer may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Engineer is 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 1st Street under Mobility Bond Project No. 23413; 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 \$624,376.30. 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 \$624,376.30. 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 \$624,376.30 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 \$624,376.30.

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 FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

**ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT,**

ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer shall be deemed an independent Contractor, and any of its agents, employees, officers,

or volunteers performing work required hereunder shall be deemed solely as employees of Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c)

is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
  - (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
  - (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
  - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
  - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
  - (5) Engineer otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
  - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
  - (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
  - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other

inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer shall not assign this Agreement to another party without the prior written consent of County, 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, 4<sup>th</sup> Floor  
Richmond, Texas 77469

**And**

Fort Bend County, Texas  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

**If to Engineer:** Consor Engineers, LLC  
1080 Eldridge Pkwy, Suite 800  
Houston, Texas 77077

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

**CONSOR ENGINEERS, LLC**

Signed by:  
  
B2FBD6C47A5241E...  
\_\_\_\_\_  
Authorized Agent – Signature

zina schwartz  
\_\_\_\_\_  
Authorized Agent- Printed Name

Executive Vice President  
\_\_\_\_\_  
Title

3/24/2025 | 3:42:46 PM CDT  
\_\_\_\_\_  
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)



1080 Eldridge Parkway, Suite 800  
Houston, Texas 77077  
Telephone (281) 493-4140  
E-Mail: [spadhirae@consoreng.com](mailto:spadhirae@consoreng.com)

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February 04, 2025

Stacy Slawinski, PE  
Fort Bend County Engineering Department  
301 Jackson St., 4<sup>th</sup> Floor  
Richmond, TX 77469  
(Attn: Marcus Baskin; Ike Akinwande)

Re: 1st Street (Project # 23413)  
Professional Civil Engineering Services Proposal (Rev. 2)

Dear Mr. Slawinski:

CONSOR Engineers is pleased with the opportunity to work and partner with the Fort Bend County and Pape-Dawson Engineers on this project. Consor submits this proposal to Fort Bend County for Professional Engineering Services, which are necessary for infrastructure improvements for and related to 1st Street.

#### PROJECT DESCRIPTION

Fort Bend County developed and passed a mobility bond program in 2023. Fort Bend County desires to prepare the PS&E (Plans, Specifications and Estimate) for 1st Street utilizing the 2023 bond funding. The limits of the project extend from FM 2919 to South of Crawford Street. The improvements are projected to include a new 24-foot-wide asphalt pavement roadway with roadside ditches from FM 2919 to Lawson Street and a new 24-foot-wide concrete pavement from Lawson Street to South of Crawford Street. The roadway is located within the City of Kendleton. Consor Engineers will design in accordance with the county Design Guidelines and shall prepare all work in accordance with the latest edition of manuals, guidelines, standard drawings and standard specifications. The project scope will entail surveying and plan document preparation to facilitate the bidding and construction of the project.

#### SCOPE OF SERVICES

The overall scope of services will conform to Fort Bend County procedures and requirements to provide a PS&E package suitable for construction bidding. Consor will provide Fort Bend County with the following surveying and engineering services for the project:

Preliminary Design, Final Design and Bid Phase Services will be performed in accordance with Attachment "A" 2023 Mobility Bond Program Summary of Design Process.

Summary of Project Costs - See Exhibit "B"

Existing ROW Mapping, Topo & Control Services Provided by Woolpert - See Exhibit "C"

Level B SUE Services provided by KCI Technologies, Inc. - See Exhibit "D"

Geotechnical Engineering Services Provided by UES - See Exhibit "E"

INFORMATION AND SERVICES PROVIDED BY FORT BEND COUNTY

Fort Bend County will provide Consor with the following information and assistance.

1. Survey control monument data, if available.
2. Existing drainage studies or data, if available
3. Traffic projections/study, if available
4. Record drawings
5. Other data applicable to the project
6. Timely review and decisions to maintain project schedule
7. Wetland delineation, ENV needs

Conсор could provide these services to Fort Bend County, if desired. These services would be developed under a separate proposal.

SCHEDULE

Project development and design will begin upon notice to proceed from Fort Bend County anticipated to be February 2025.

COMPENSATION

Payment and compensation for the above Scope of Services is to be on a lump sum basis. Consor will prepare monthly invoices for services rendered. A budget in the amount of \$624,376.30 is established for this agreement and will not be exceeded without prior authorization by Fort Bend County. "Exhibit "B" provides a summary of the fee estimate and a detailed fee estimate calculation for all items of Consor's work.

All work will be closely coordinated with Fort Bend County. We appreciate the opportunity to submit this proposal. If you are in agreement with the services and related fee contained in this proposal and wish to proceed, please sign in the space provided and return an executed copy to my attention that will serve as the Notice to Proceed.

If you have any questions or require additional information, please don't hesitate to call me. We look forward to working with you on this project.

Regards,



Saritha Padhirae, P.E.  
Project Manager

Enclosures:

Attachment A – Design Process & Schedule

Exhibit B – Summary of Project Costs

Exhibit C – Woolpert Scope & Fee

Exhibit D – KCI Technologies, Inc. Scope & Fee

Exhibit E –UES Scope & Fee

# ATTACHMENT A

## 2023 Mobility Bond Program

### Summary of Design Process

The design process will be a collaborative effort between the Design Consultant (under contract with the County, with subconsultants under contract with the Design Consultant), the Project Manager (under contract with the County) and County staff.

The design process for this project has been divided into the following phases:

**PHASE I - Preliminary Engineering Services**

**PHASE II - Design Services**

**PHASE III - Bid Phase Services**

The preliminary engineering services, design services, and bid phase services deliverables will be in accordance with all adopted Fort Bend County guidelines and specifications and will be included in the following tasks:

**PHASE I - Preliminary Engineering Services**

The primary goals are to (1) establish a typical section and cross sections for new roadway and in non- standard areas, (2) determine drainage system needs (drainage report and/or preliminary roadway drainage design), (3) positively determine right-of-way acquisition needs, (4) determine potential conflicts with existing facilities, (5) identify critical path items, (6) identify problem areas and potential resolution(s), (7) determine permit and regulatory requirements, and (8) prepare a reasonable construction cost estimate. A "30 percent" plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements (including new roadway alignment) in plan only with minor annotation, as well as preliminary traffic control plan. These plans, along with a typical section sheet, are the only drawings that are necessary at this point.

Survey

Topographic survey will be completed during preliminary design by Woolpert. It is anticipated that new right-of-way acquisition will be required for new construction or road expansions, and part of preliminary design includes determining where to expand. To cover all options, topographic survey should be taken within existing right-of-way and then at least 20 feet beyond the right-of-way on each side. Temporary benchmarks and baseline control should be set, both with 1,000-foot maximum spacing between points. Abstracting should be performed to gain a preliminary determination of property ownership and existing right-of-way widths. During topographic survey, found property

corners should be documented so that the approximate location of the right-of-way can be determined.

Once right-of-way needs have been determined and approved by the County, a Category 2 survey must be performed to produce (1) an overall project map showing existing and proposed right-of-way, (2) a parcel map and metes-and-bounds description for each parcel to be acquired in the project, and (3) a KMZ file (used by Google Earth) showing existing right-of-way with ownership information, proposed takings with parcel numbers, and a preliminary roadway layout. Right-of-way documents will be submitted separately from other design documents, and will be paid for on a per-parcel basis.

#### Utilities

Subsurface Utility Investigation (SUE) will be performed by KCI. Initially perform QL-D research and gather utility information from owners to determine the existence and location of underground utilities. Provide QL-B designation of all underground utilities within the project limits. Provide plan sheets of the QL-B & QL-D information as necessary to evaluate and determine conflicts and their resolution. If needed to determine accurate location and depth, perform QL-A potholes at specific locations.

#### Geotechnical

Except for new alignment roadways, geotechnical investigations and reporting should be completed during preliminary design, in accordance with the County criteria. UES will drill eight (8) borings during the field investigation to support the project design. Prepare engineering report signed by a professional engineer to present the results of the field and laboratory data together with analyses and recommendations. The report will address:

- Subsurface and groundwater conditions encountered at the boring locations.
- Foundation design recommendations including foundation type, identification of bearing strata, allowable bearing pressure, and estimated settlement.
- Recommendations for floor slab support, including evaluation of swell characteristics of subgrade soils.
- Recommendations for horizontal and lateral earth pressures related to buried and retaining structures.
- Paving recommendations.
- Detention pond recommendations.
- Earthwork recommendations, including material and compaction requirements.
- Construction considerations related to soil and groundwater conditions at the borings.

Preliminary wetlands investigations and project notification to the Texas Historical Commission will be performed by the County on a program-wide basis, so these efforts

are not included on a project level. The Design Consultant will be notified if further efforts are needed for a particular project.

A Preliminary Engineering Report (PER) will be prepared for preliminary design, and the purpose of the report is to document the eight goals stated above. The PER will be a memo documenting the existing and proposed conditions, recommendations, executive summary, applicable plans, a drainage report, and a construction cost estimate. A geotechnical report (prepared by UES), if prepared during the Preliminary Design phase, may be submitted subsequent to the PER. Any further requirements can be discussed in a scoping meeting. Upon preliminary review and approval of the PER, the Design Consultant and Project Manager will conduct a review meeting to include key County staff. It is intended that all approvals or change requirements are given at this meeting.

The preliminary design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis by task. Major tasks of preliminary design (design, survey, geotechnical, etc.) should be itemized in invoices.

#### Public Meeting Assistance

If needed, the Design Consultant will assist the County staff with preparation of public meeting exhibits and attend one public meeting for the project.

#### Drainage/Hydraulic Impact Report

Prepare a standalone drainage report in accordance with the current Fort Bend County Guidelines, and to assure that this project will have no adverse impact to surrounding water surface elevations for up to and including the 100- year storm event.

- A. Data collection
  - a. Obtain, review and evaluate available hydrologic and hydraulic (H&H) data for the study area including the latest version of reference standards and criteria and other information.
- B. Coordination with Fort Bend County Drainage District (FBCDD)
  - a. Coordinate with FBCDD about the proposed project. Obtain pertinent information as it relates to project including latest H&H/HEC-RAS models, current or future plans for receiving channel improvements, high water marks/history of flooding, etc.
- C. Drainage area map boundaries
  - a. Identify existing outfalls associated within the study areas and determine the existing and proposed drainage area boundaries for the project based on available drainage study, contour data and site visits. The drainage area map will be developed at a level for a trunk system analysis. Drainage area peak

flows will be calculated for 2-yr, 10-yr and 100-yr events using Atlas 14 rainfall data.

D. Existing drainage system analysis

- a. Prepare preliminary XPSWMM model of the existing 1st Street drainage systems. Using the preliminary XPSWMM model, Consor will calculate the existing conditions' 2-yr, 10-yr and 100-yr hydraulic grade lines (HGLs) within the project area. Consor will identify existing drainage system problems based on the existing system XPSWMM analysis, record drawings and site visits. Any flows draining to project limits will be included in H&H modeling. Overland flow analysis will be performed for extreme event (100-yr event).

E. Proposed storm system analysis

- a. Prepare a preliminary storm sewer design based on a 2-yr, 10-yr and 100-yr storm analysis for the project area using XPSWMM. The preliminary storm sewer design will be based on the preliminary roadway profile. Consor will check 2-yr, 10-yr and 100-year HGL elevations using best data available, such as survey, existing LIDAR contour data or existing construction drawings. Overland flow analysis will be performed for extreme event (100-yr event). No development of HEC-RAS model for Zone A Brooks Branch

F. Preliminary detention analysis

- a. Perform preliminary detention analysis following Fort Bend County Drainage District (FBCDD) criteria. Calculate the required detention volume. XPSWMM will be used to perform the preliminary detention analysis. Prepare an outflow comparison table for existing and proposed conditions flows to project outfall.

G. Prepare preliminary drainage layouts

- a. Prepare preliminary layouts for the proposed storm sewer systems and preliminary detention basin layouts for inclusion in the drainage report.

H. Prepare drainage impact analysis report

- a. Prepare a drainage impact analysis report documenting the results from the preliminary H&H analyses. Report exhibits will include vicinity map, existing and proposed drainage area maps, and XPSWMM model outputs for 2-yr, 10-yr and 100-yr events. Study and analysis will be in accordance with FBCDD and Fort Bend County criteria.

## **PHASE II - Design Services**

The goal is to prepare construction drawings and specifications accurately and efficiently. Interim submittals will normally be made at 70 percent and 95 percent completion, and should include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

The 70 percent submittal should include the following:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name, registration number, floodplain zone and map number)
- Index Sheet
- General Notes
- Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- Survey control map (by Woolpert)
- Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
- Drainage Laterals and Details
- Detention Pond Layout & Cross Sections (if needed)
- Plan and profile sheets (11"x 17" plan sheets at 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
- Driveway and roadway miscellaneous details
- Traffic control plans (phasing and traffic control; detours; use of construction zone standards is encouraged). It is assumed there will be two (2) traffic control phases for this project. TCP layouts will be prepared on double-banked 11"x17" plan sheets at 1" = 100' scale.
- Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details). SWPPP layouts will be prepared on double-banked 11"x17" plan sheets at 1" = 40' scale and details will be included in the construction drawings.
- Water and Sanitary Sewer Line Layouts (if authorized, see Optional Additional Services)
- Signing and Pavement Marking
- Cross Sections at 100-foot intervals
- Specification table of contents
- Bid form with estimated unit and total costs (spreadsheet based)
- KMZ file of the proposed plan
- Responses to 30 percent comments
- 70 percent Review Checklist

A digital copy of the 70 percent submittal drawings, specifications and estimate will be required for the County review.

The 95 percent submittal should be considered complete with 95% interim seal, and shall include all of the 70 percent requirements plus the following:

- General notes sheet
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
- Verify earthwork quantities with cross sections
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- KMZ file of the proposed plan
- Responses to 70 percent comments
- 95 percent Review Checklist

Submittal requirements are the same as for the 70 percent submittal.

The 100 percent design submittal shall consist of:

- Responses to 95 percent comments
- KMZ file of the proposed plan
- 100 percent Review Checklist
- Determination of maximum number of construction days for inclusion in bidding documents
- One sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate sent to the Project Manager. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

#### Utility Relocation Coordination

Any subsurface utility relocation should be at the expense of the utility company if located within County ROW. Utility company signatures will not be required on completed drawings.

The Design Consultant will:

- Coordinate with utility companies based on the SUE information and utility conflict table prepared by KCI Technologies to facilitate utility adjustments required by the proposed improvements

The Project Manager will:

- Coordinate with utility companies during the Construction phase as required

### **PHASE III - Bid Phase Services**

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the Design Consultant in PDF format. The Design Consultant will prepare a single project manual file in PDF format, consisting of:

- Administrative documents
- The bid form (prepared by the Design Consultant)
- A sealed specification table of contents
- Applicable specifications and documents

The Design Consultant will prepare a single file in PDF format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

The Design Consultant will submit digital copies of the project manual file and drawings file to the County Purchasing Agent for advertising, and to the Project Manager. Printed documents are not required.

The Design Consultant will attend a pre-bid meeting at the County Purchasing Office. It is not necessary to prepare for the meeting, other than to be able to briefly describe the project.

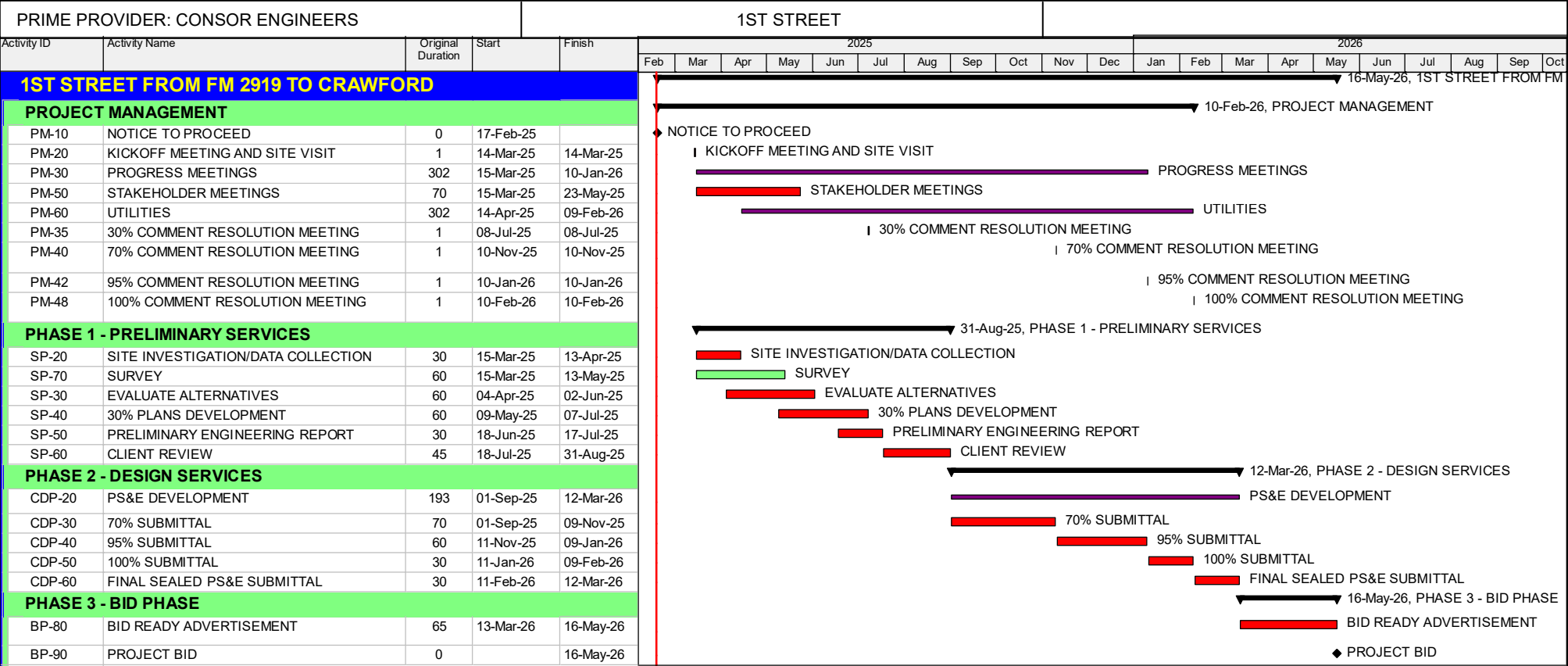
The Purchasing Agent will forward bidder questions to the Design Consultant. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the Design Consultant if necessary. The Purchasing Agent will distribute the addendum.

After the bid, the Project Manager will prepare a bid tabulation and provide a copy to the Design Consultant for filing.

All bid phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its Project Manager and the Design Consultant. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the Design Consultant.

### **OPTIONAL ADDITIONAL SERVICES**

- A. Coordinate with Humphrey Way Mobility Project designers for drainage/detention pond design.
- B. Public Utilities Design Phase I - The preliminary design phase focuses on developing conceptual designs for water and wastewater infrastructure improvements. The scope includes:
  - 1. Data Collection: Gather existing documentation, and perform a site visit to evaluate conditions and constraints.
  - 2. Regulatory Coordination: Identify applicable design criteria and permitting requirements in consultation with regulatory agencies.
  - 3. Preliminary Design Development: Prepare conceptual layouts for proposed water and wastewater infrastructure, considering alignment, materials, and constructability.
  - 4. Environmental and Site Considerations: Assess potential environmental impacts and site-specific challenges, including easements and utility conflicts.
  - 5. Documentation and Deliverables: Develop a preliminary conceptual drawing and cost estimates and incorporate stakeholder feedback into the final submission.
- C. Public Utilities Design Phase II – Develop water and wastewater plans, details, specifications and estimates for inclusion in the contract plans.



# EXHIBIT B

EXHIBIT B

<b>Project Name: 1st Street (from FM 2919 to Crawford Street)</b> <b>Consultant: CONSOR Engineers, LLC</b> <b>Project Number: 23413</b> <b>Date: 2/4/2025</b>					
<b>EXHIBIT - B</b>					
<b>TASKS DESCRIPTION</b>	<b>Consor Engineers LLC</b>	<b>Woolpert (Survey &amp; ROW)</b>	<b>KCI (SUE)</b>	<b>UES (Geotech)</b>	<b>TOTAL</b>
<b>BASIC FEE - PHASE I, II, III</b>					
EXISTING ROW MAPPING		\$24,144.44			\$24,144.44
TOPO AND CONTROL		\$33,049.90			\$33,049.90
SUE			\$24,878.00		\$24,878.00
GEOTECH				\$9,880.00	\$9,880.00
PHASE I PER	\$ 139,448.00				\$139,448.00
PHASE II DESIGN	\$ 236,292.00				\$236,292.00
PHASE III BID PHASE	\$ 5,148.00				\$5,148.00
ODE (OTHER DIRECT EXPENSES)	\$ 335.00				\$335.00
<b>SUBTOTAL BASIC SERVICES</b>	<b>\$381,223.00</b>	<b>\$57,194.34</b>	<b>\$24,878.00</b>	<b>\$9,880.00</b>	<b>\$473,175.34</b>
<b>OPTIONAL ADDITIONAL SERVICES</b>					
SUE (OPTIONAL LEVEL A)			\$14,500.00		\$14,500.00
BASELINE & ROW STAKING		\$5,570.28			\$ 5,570.28
ADDITIONAL SERVICES (PARCEL PLATS)		\$20,024.68			\$ 20,024.68
GEOTECH SITE CLEARING, ADDL MOBILIZATION				\$4,800.00	\$ 4,800.00
CONSOR	\$ 106,306.00				\$ 106,306.00
<b>SUBTOTAL OPTIONAL ADDL</b>	<b>\$ 106,306.00</b>	<b>\$ 25,594.96</b>	<b>\$ 14,500.00</b>	<b>\$ 4,800.00</b>	<b>\$ 151,200.96</b>
<b>PROJECT TOTAL</b>	<b>\$487,529.00</b>	<b>\$82,789.30</b>	<b>\$39,378.00</b>	<b>\$14,680.00</b>	<b>\$ 624,376.30</b>

**EXHIBIT B**

<b>Project Name:</b>	<b>1st Street (from FM 2919 to Crawford Street)</b>
<b>Consultant:</b>	<b>CONSOR Engineers, LLC</b>
<b>Project Number:</b>	<b>23413</b>
<b>Date:</b>	<b>2025-02-04</b>

**SCOPE OF SERVICES**

**PHASE I - PRELIMINARY ENGINEERING SERVICES**

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineer In Training	Senior Cadd Operator	Cadd Operator	Admin/Clerical	TOTAL LABOR HRS.
<b>PROJECT MANAGEMENT</b>								
A. Project Management and Administration	8		16					24
B. Project Coordination (Fort Bend County, City of Kendleton)	8	2	8					18
C. Project Coordination with Subconsultants								0
1. Coordination with Woolpert for Surveying	2	2	4	4		8		20
2. Coordination with UES for Geotechnical	2	2	4	4				12
3. Coordination with KCI Technologies, Inc. for SUE	2	2	4	4				12
D. Project Meetings & Prepare Minutes								0
1. Kick-off Meeting	4		4					8
2. Schematic Review	2		4					6
3. TCP Review	2		4					6
3. Monthly Progress meeting (4 months)	4		4					8
E. Invoicing & Progress Reports (4 months)	4		4				8	16
<b>SUBTOTAL PROJECT MANAGEMENT</b>	<b>38</b>	<b>8</b>	<b>56</b>	<b>12</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>130</b>
<b>INVESTIGATE EXISTING CONDITIONS</b>								
A. Collect Existing Project Data (Studies, Design, Reports, As-Built Drawings, GIS Maps, and Exhibits)	2	2	8	8				20
B. General Site Evaluation for Roadways, Ditches, and Detention Pond								
1. Field Reconnaissance / Site Photographs	4		8	16				28
2. Encroachments Table (include all speciality items)	1		4	8				13
<b>SUBTOTAL INVESTIGATE EXISTING CONDITIONS</b>	<b>7</b>	<b>2</b>	<b>20</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>61</b>
<b>PRELIMINARY ENGINEERING REPORT</b>								
A. Identification of Recommended Alternatives & ROW Establishment								0
1. Prepare Existing and Proposed Typical Sections	2		4	12	16	8		42
2. Prepare & Evaluate Alternatives of Horizontal and Vertical Alignment with Existing & Proposed ROW	4		16	32	16	16		84
B. Prepare Preliminary Engineering Plans, Exhibits, and Report								0
1. Prepare Roadway Exhibit For Recommended Alignments	4		8	16	8	8		44
2. Prepare Preliminary Traffic Control Concepts	2		8	12		8		30
3. Prepare PER Memo (Exist. & Prop. Conditions, Recommendations & Executive Summary)	2	4	4	8			4	22
C. Prepare Preliminary Cost Estimate	1	4	6	8				19
D. Public Meeting Assistance (prepare Exhibits & attend one public meeting)	4		4	12	12			32
E. Drainage Study								
1. Drainage Area Maps	1		4	12	8			25
2. Existing Drainage System Analysis	2	12	32	48	4			98
3. Proposed Drainage System Analysis	2	12	32	48	4			98
4. Preliminary Detention Analysis	1		24	48	8			81
5. Preliminary Drainage Layouts	1		4	12	8	12		37
6. Drainage Impact Analysis Report	2	2	4	8	4		4	24
<b>SUBTOTAL PRELIMINARY ENGINEERING REPORT</b>	<b>28</b>	<b>34</b>	<b>150</b>	<b>276</b>	<b>88</b>	<b>52</b>	<b>8</b>	<b>636</b>

**EXHIBIT B**

<b>Project Name:</b>	<b>1st Street (from FM 2919 to Crawford Street)</b>							
<b>Consultant:</b>	<b>CONSOR Engineers, LLC</b>							
<b>Project Number:</b>	<b>23413</b>							
<b>Date:</b>	<b>2025-02-04</b>							
<b>HOURS SUB-TOTALS</b>	73	44	226	320	88	60	16	827
<b>CONTRACT RATE PER HOUR</b>	\$ 300.00	\$ 270.00	\$ 210.00	\$ 129.00	\$ 110.00	\$ 100.00	\$ 78.00	
<b>TOTAL LABOR COSTS</b>	\$ 21,900.00	\$ 11,880.00	\$ 47,460.00	\$ 41,280.00	\$ 9,680.00	\$ 6,000.00	\$ 1,248.00	<b>\$ 139,448.00</b>
<b>% DISTRIBUTION OF STAFFING</b>	15.70%	8.52%	34.03%	29.60%	6.94%	4.30%	0.89%	<b>100%</b>

<b>PHASE I - PRELIMINARY ENGINEERING SERVICES</b>	<b>\$ 139,448.00</b>
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<b>PHASE II - DESIGN SERVICES</b>								
<b>TASK DESCRIPTION</b>	<b>Project Manager</b>	<b>Senior Engineer</b>	<b>Project Engineer</b>	<b>Engineer In Training</b>	<b>Senior Cadd Operator</b>	<b>Cadd Operator</b>	<b>Admin/Clerical</b>	<b>TOTAL LABOR HRS. &amp; COSTS</b>
<b>PROJECT COORDINATION/ MANAGEMENT</b>								
A. Project Management and Administration	6	4	4					14
B. Project Coordination With Sub-Consultants	6	4	4	16				30
C. TxDOT Permit Coordination @ FM 2912	4		16	16				36
D. Utility Relocation Coordination	8		16	24				48
E. Monthly Progress Meetings (6 months)	6		6	12				24
F. Invoicing (6 months)	6		6				6	18
<b>SUBTOTAL PROJECT MANAGEMENT</b>	<b>36</b>	<b>8</b>	<b>52</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>170</b>
<b>DESIGN PHASE</b>								
A. Cover Sheet	1		1	4		8		14
B. Index Sheet	1		1	8		12		22
C. General Notes	1		4	8		8		21
D. Typical Sections	1	4	8	16	8	8		45
E. Project Layout Sheets	1		4	8	8	8		29
F. Drainage								0
Drainage Area Maps	1	4	4	16	8			33
Design Calculations & Drainage Output Sheets	1	4	10	30	8	8		61
Drainage Laterals	1		4	16	8	8		37
Drainage Details	1		4	8	8	8		29
Detention Pond Layout & Cross Sections	1	16	24	24	16	16		97
G. Roadway P&P Sheets (includes Storm Sewer & Sidewalk)	10	16	40	80	60	60		266
H. Table of Proposed Driveways		2		6		8		16
I. Miscellaneous Roadway Details	1		2	8	12	8		31
J. TCP								0
Advance Warning Signs	1		6	8	10			25
Traffic Control Typical Sections	1		2	16	16			35
Traffic Control Plans (2 Phases)	1	4	16	24	24	32		101
Detour Sheet	1	4		16	6	8		35
K. SWPPP Design and Sheets	1		8	16	16	16		57
L. Signing and Pavement Markings	1	2	8	24	16	16		67
M. Cross Sections & Earthwork	1	12	32	48	8	40		141
N. Standard Details			4	8	8	4		24
O. QA / QC Reviews	8	24	24					56
<b>SUBTOTAL DESIGN PHASE</b>	<b>36</b>	<b>92</b>	<b>206</b>	<b>392</b>	<b>240</b>	<b>276</b>	<b>0</b>	<b>1242</b>

**EXHIBIT B**

<b>Project Name:</b>	<b>1st Street (from FM 2919 to Crawford Street)</b>							
<b>Consultant:</b>	<b>CONSOR Engineers, LLC</b>							
<b>Project Number:</b>	<b>23413</b>							
<b>Date:</b>	<b>2025-02-04</b>							
<b>ESTIMATE/PROJECT MANUAL</b>								
A. Engineer's Cost Estimate	2		12	48				62
B. Prepare Project Manual & Specs	4	4	16	32			8	64
<b>SUBTOTAL ESTIMATE/PROJECT MANUAL</b>	<b>6</b>	<b>4</b>	<b>28</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>126</b>
<b>HOURS SUB-TOTALS</b>	<b>78</b>	<b>104</b>	<b>286</b>	<b>540</b>	<b>240</b>	<b>276</b>	<b>14</b>	<b>1538</b>
<b>CONTRACT RATE PER HOUR</b>	<b>\$ 300.00</b>	<b>\$ 270.00</b>	<b>\$ 210.00</b>	<b>\$ 129.00</b>	<b>\$ 110.00</b>	<b>\$ 100.00</b>	<b>\$ 78.00</b>	
<b>TOTAL LABOR COSTS</b>	<b>\$ 23,400.00</b>	<b>\$ 28,080.00</b>	<b>\$ 60,060.00</b>	<b>\$ 69,660.00</b>	<b>\$ 26,400.00</b>	<b>\$ 27,600.00</b>	<b>\$ 1,092.00</b>	<b>\$ 236,292.00</b>
<b>% DISTRIBUTION OF STAFFING</b>	<b>9.90%</b>	<b>11.88%</b>	<b>25.42%</b>	<b>29.48%</b>	<b>11.17%</b>	<b>11.68%</b>	<b>0.46%</b>	<b>100%</b>

<b>PHASE II - FINAL DESIGN SERVICES</b>	<b>\$ 236,292.00</b>
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<b>PHASE III - BID PHASE SERVICES</b>								
<b>TASK DESCRIPTION</b>	<b>Project Manager</b>	<b>Senior Engineer</b>	<b>Project Engineer</b>	<b>Engineer In Training</b>	<b>Senior Cadd Operator</b>	<b>Cadd Operator</b>	<b>Admin/Clerical</b>	<b>TOTAL LABOR HRS. &amp; COSTS</b>
<b>BID PHASE</b>								
A. Prepare Addendum(s)	1		2	4				7
B. Evaluate Bids, Prepare Bid Tabulations & Recommend Award of Contract	2		6	8				16
C. Attend Pre-Bid Meeting	2		2					4
<b>HOURS SUB-TOTALS</b>	<b>5</b>	<b>0</b>	<b>10</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>
<b>CONTRACT RATE PER HOUR</b>	<b>\$ 300.00</b>	<b>\$ 270.00</b>	<b>\$ 210.00</b>	<b>\$ 129.00</b>	<b>\$ 110.00</b>	<b>\$ 100.00</b>	<b>\$ 78.00</b>	
<b>TOTAL LABOR COSTS</b>	<b>\$ 1,500.00</b>	<b>\$ -</b>	<b>\$ 2,100.00</b>	<b>\$ 1,548.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,148.00</b>
<b>% DISTRIBUTION OF STAFFING</b>	<b>29.14%</b>	<b>0.00%</b>	<b>40.79%</b>	<b>30.07%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100%</b>

<b>PHASE III - BID PHASE SERVICES</b>	<b>\$ 5,148.00</b>
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<b>OTHER DIRECT EXPENSES</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>COST</b>
Mileage	500	miles	\$ 0.670	\$ 335.00

<b>ODE SUBTOTAL</b>	<b>\$ 335.00</b>
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**EXHIBIT B**

<b>Project Name:</b>	<b>1st Street (from FM 2919 to Crawford Street)</b>
<b>Consultant:</b>	<b>CONSOR Engineers, LLC</b>
<b>Project Number:</b>	<b>23413</b>
<b>Date:</b>	<b>2025-02-04</b>

<b>OPTIONAL ADDITIONAL SERVICES</b>								
<b>TASK DESCRIPTION</b>	<b>Project Manager</b>	<b>Senior Engineer</b>	<b>Project Engineer</b>	<b>Engineer In Training</b>	<b>Senior Cadd Operator</b>	<b>Cadd Operator</b>	<b>Admin/Clerical</b>	<b>TOTAL LABOR HRS. &amp; COSTS</b>
A. Design coordination with Humphrey Way Mobility Project for Drainage	2	4	8	24				38
B. Prepare Preliminary Public Utility Exhibits								0
1. Hydraulic Analysis for new Water Line	1		8	16				25
2. Hydraulic Analysis for new Sewer Line	1		8	16				25
3. Prepare Preliminary Water Line Exhibits	1	4		10	8	12		35
4. Prepare Preliminary Sewer Line Exhibits	1	4		10	8	12		35
C. Proposed Public Utilities (Design Phase)								0
Design 2000 Linear Feet Waterline	2	16	32	54	40	60		204
Design of 2000 Linear Sanitary Sewer	2	16	32	54	40	60		204
Water & Sewer Special Details	1		24	48	36			109
Water & Sewer Standard Details	1		8	10	8			27
Water & Sewer Specifications	1	4	8	12				25
<b>HOURS SUB-TOTALS</b>	<b>13</b>	<b>48</b>	<b>128</b>	<b>254</b>	<b>140</b>	<b>144</b>	<b>0</b>	<b>727</b>
<b>CONTRACT RATE PER HOUR</b>	<b>\$ 300.00</b>	<b>\$ 270.00</b>	<b>\$ 210.00</b>	<b>\$ 129.00</b>	<b>\$ 110.00</b>	<b>\$ 100.00</b>	<b>\$ 78.00</b>	
<b>TOTAL LABOR COSTS</b>	<b>\$ 3,900.00</b>	<b>\$ 12,960.00</b>	<b>\$ 26,880.00</b>	<b>\$ 32,766.00</b>	<b>\$ 15,400.00</b>	<b>\$ 14,400.00</b>	<b>\$ -</b>	<b>\$ 106,306.00</b>
<b>% DISTRIBUTION OF STAFFING</b>	<b>3.67%</b>	<b>12.19%</b>	<b>25.29%</b>	<b>30.82%</b>	<b>14.49%</b>	<b>13.55%</b>	<b>0.00%</b>	<b>100%</b>

<b>OPTIONAL ADDITIONAL SERVICES</b>	<b>\$ 106,306.00</b>
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<b>PROJECT SUMMARY (CONSOR)</b>	
<b>PHASE I - PRELIMINARY ENGINEERING SERVICES</b>	<b>\$ 139,448.00</b>
<b>PHASE II - FINAL DESIGN SERVICES</b>	<b>\$ 236,292.00</b>
<b>PHASE III - BID PHASE SERVICES</b>	<b>\$ 5,148.00</b>
<b>ODE SUBTOTAL</b>	<b>\$ 335.00</b>
<b>OPTIONAL ADDITIONAL SERVICES</b>	<b>\$ 106,306.00</b>
<b>PROJECT TOTAL</b>	<b>\$ 487,529.00</b>

# EXHIBIT C



Steve Lewis, P.E.  
Senior Project Manager  
CONSOR  
o: 1.281.698.8136  
m: 1.713.854.8077

November 26, 2024

via email: slewis@consoreng.com

Re: **1<sup>ST</sup> STREET IN TOWN OF KENDLETON, FORT BEND COUNTY, TEXAS**

Dear Mr. Lewis:

Please accept this as Woolpert's fee proposal to perform an Existing Right-of-Way and Property Base Map, Topographic and Control Survey, Construction Staking Services, Parcel Exhibits, of the area shaded in red in Appendix B.

#### **SCOPE OF WORK**

Specific survey limits for 1<sup>st</sup> Street in the Town of Kendleton, Fort Bend County, Texas, project area are as follows:

Beginning at Crawford Street to FM 2919, approximately 2,350 feet. The Intersections shall be tied 300 feet, in each direction, for a total approximate length of 3,850 linear feet.

##### **1. Existing Right of Way Mapping**

- a. Project abstracting: without the benefit of a title company, obtain deeds of records and plats relating to 1<sup>st</sup> Street, adjoining tracts, and intersecting roadways.
- b. Establish the existing right-of-way of 1<sup>st</sup> Street and intersecting roadways.
- c. Prepare existing right-of-way map of the project, meeting TSPS Category 2 Route survey in PDF format.
- d. Prepare Survey Control Sheets to be delivered in PDF format
- e. Prepare .kml and .shp files as needed for GIS submission of the existing right-of-way.

ESTIMATED LUMP SUM FEE: \$24,144.44

##### **2. Topographic Surveying for 1<sup>st</sup> Street**

- a. Establish horizontal and vertical control (baseline and Temporary Benchmark) at intervals not to exceed 1,000 feet. Woolpert shall coordinate with adjoining project surveyors and design consultants to confirm a single datum is utilized for control.
- b. Woolpert shall prepare right of entry agreements to allow for field work outside of the right-of-way, short of litigation. Letters will be sent via regular mail or certified mail to landowners as listed by the Fort Bend County Central Appraisal District.

- c. Cross sections shall be taken at 100-foot intervals and extend 20 feet beyond the proposed right-of-way line where accessible. The topographic survey is to include edge of pavements, driveways, signs, mailboxes, traffic signals, sidewalks, pavement markings, etc. Structures in clear view and within 100 feet of the existing right-of-way should be surveyed. Crossing drainage channels will be profiled and cross sectioned up and down stream. Existing underground utilities will be collected as marked by other as well as visible surface features. Overhead utilities will be indicated. Gravity sanitary and storm sewers will be located as to top of manholes and inlets, flow line elevations, type, size, and direction of pipes. Water lines will be located by tops of valves, fire hydrants (flush valves) and visible surface features.
- d. Woolpert shall locate all on-site utility markings and other information provided by the Subsurface Utility Engineering (SUE) provider. These utility and pipeline marks on the ground will be collected by standard survey methods and incorporated into the topographic survey base map.
- e. Woolpert shall prepare a TSPS Category 6, Condition 2 Topographic Survey delivered in PDF format.
- f. A 2D and 3D survey base map including a digital terrain model or surface will be created and delivered utilizing Microstation Open Roads Designer, release 10.12 or other agreed to version.

ESTIMATED LUMP SUM FEE: \$33,049.90

3. Construction Services

- a. Check and/or re-set project control referenced to the project baseline and stake the proposed right-of-way limits immediately prior to construction.

ESTIMATE HOURLY (NOT TO EXCEED) FEE: \$5,570.28

4. Additional Services – Parcel Exhibits

- a. Prepare seven (47) TSPS Category 1B, Condition 3, Standard Land Surveys - Prepare survey drawing and metes and bounds description in accordance with Fort Bend County Guidelines for property acquisition and add parcels to the existing right-of-way maps.

ESTIMATED FEE: \$20,024.68

**FEE SUMMARY**

1. Existing Right of Way Mapping	ESTIMATED LUMP SUM FEE: \$24,144.44
2. Topographic Surveying for 1 <sup>st</sup> Street	ESTIMATED LUMP SUM FEE: \$33,049.90
3. Construction Services	ESTIMATE HOURLY (NOT TO EXCEED) FEE: \$5,570.28
4. Additional Services (7 Parcel exhibits)	ESTIMATED LUMP SUM FEE: \$20,024.68
<b>TOTAL FEES: \$82,789.30</b>	

**Assumptions:**

- Surveyors will be permitted to work from 7am to 6pm, 5 days a week, with vehicular access to the entire project.
- Night work is not included and if required, it will be done at an additional fee.
- Individual trees will **not** be located.
- No more than one round of client comments on parcel exhibits is expected.
- Services that are not mentioned as part of the scope of services are not included.
- The schedule is based on working 5 days a week. If weather prevents the fieldwork from being completed, additional time may be necessary. If weather delays occur, they will be communicated on a weekly basis.
- No permitting or traffic control is included or expected as part of this project.

**Deliverables:**

- Autocad Civil 3D 2020 or newer dwg will be provided containing 3D linework, 2D planimetrics, and surface TIN
- ASCII file of all survey points
- Legend, linetypes, and scale will be displayed.
- 8-1/2" x 11" Parcel Exhibits (signed & sealed)

**Schedule:**

Field work will begin three (3) weeks after notice to proceed is received. Draft deliverables will be completed ten (10) weeks from notice to proceed. Client comments will be addressed one (1) week from receipt.

Should you have any questions, please feel free to contact me at 737-308-8181. We look forward to working with you and your staff.

Sincerely,  
**WOOLPERT, INC.**



Thomas Cargill, RPLS  
Survey Team Leader

Fee Schedule  
Method of Payment: Lump Sum

Prime: COMSOR

Project: FBC #23413 1st Street (from FM 2919 to Crawford Street) Approx. 3,850 LF

Subprovider: Woolpert (Surveying Tasks)

Method of Payment: Lump Sum

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	SURVEY TECH	1-PERSON SURVEY CREW	2-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL TASK COSTS
									0	
Project Abstracting and boundary/ROW determination (est 11 tracts)	1	4	20					1	26	\$ 4,160.00
Prepare Control Index Sheet	1	4	20		8			1	34	\$ 4,950.40
Prepare Horizontal and Vertical Control Sheets	1	4	20		16			1	42	\$ 5,820.80
Prepare Existing ROW map Cat 1 B Cond II in PDF format	1	8	20		24			1	54	\$ 7,523.20
									0	
									0	
									0	
HOURS SUB-TOTALS	4	20	80	0	48	0	0	4	156	\$22,374.40
CONTRACT RATE PER HOUR	\$224.00	\$208.00	\$147.20	\$121.60	\$108.00	\$204.00	\$147.20	\$80.00		
TOTAL LABOR COSTS	\$896.00	\$4,160.00	\$11,776.00	\$0.00	\$5,232.00	\$0.00	\$0.00	\$320.00		
PERCENT DISTRIBUTION OF STAFFING	3%	13%	51%	0%	31%	0%	0%	3%		
<b>SUBTOTAL</b>									\$22,374.40	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES						COST
		MAXIMUM								
Mileage	Mile	\$8.67	612							\$ 410.04
GPS RTK Base	Hour	\$30.00	32							\$ 960.00
Truck	Day	\$100.00	4							\$ 400.00
<b>SUBTOTAL DIRECT EXPENSES</b>										\$ 1,770.04

SUMMARY	
TOTAL LABOR COSTS	\$22,374.40
NON-SALARY (OTHER DIRECT EXPENSES)	\$1,770.04
<b>TOTAL</b>	<b>\$24,144.44</b>

Fee Schedule  
Method of Payment: Lump Sum

Prime: CONSOR

Project: FBC #23417 1st Street (from FM 2919 to Crawford Street) Approx. 3,850 LF

Subprovider: Woolpert (Surveying Tasks)

Method of Payment: Lump Sum

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	SURVEY TECH	1-PERSON SURVEY CREW	2-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/ CLERICAL	TOTAL LABOF HRS.	TOTAL TASK COSTS
Establish Project Control (\$/B 1R W/ Cap at 1000' intervals)	1	4	8		40				53	\$ 6,585.60
Obtain Right of Entry (estimated 11 parcels)	1	2	8						11	\$ 1,817.60
Topographic Survey (up to 20' past existing ROW), tie bridge and creek	1	4	20		60				85	\$ 10,528.00
Perform B11 One Call and Tie Marked and above ground utilities	1	2	8		20				31	\$ 3,993.60
Prepare 2D and 3D deliverables and Set 6 Cond II topo map	1	4	20						25	\$ 4,000.00
									0	
									0	
									0	
									0	
HOURS SUB-TOTALS	5	16	64	0	120	0	0	0	285	\$26,924.80
CONTRACT RATE PER HOUR	\$224.00	\$208.00	\$147.20	\$121.60	\$108.80	\$204.80	\$147.20	\$80.00		
TOTAL LABOR COSTS	\$1,120.00	\$3,328.00	\$9,420.80	\$0.00	\$13,056.00	\$0.00	\$0.00	\$0.00		
% DISTRIBUTION OF STAFFING	2%	8%	21%	0%	50%	0%	0%	0%		
SUBTOTAL									\$36,924.80	

OTHER DIRECT EXPENSES	UNIT	MAXIMUM	QUANTITY	NOTES						COST
Mileage	Mile	\$ 0.670	1530							\$ 1,025.10
GPS RTK Base	Hour	\$ 30,000	120							\$ 3,600.00
Truck	Day	\$ 100,000	15							\$ 1,500.00
SUBTOTAL DIRECT EXPENSES										\$ 6,125.10

SUMMARY	
TOTAL LABOR COSTS	\$26,924.80
NON-SALARY (OTHER DIRECT EXPENSES)	\$6,125.10
<b>TOTAL</b>	<b>\$33,049.90</b>

Fee Schedule  
Method of Payment: Lump Sum

Filing: CONSON

Project: FBC #23413 1st Street (from FM 2919 to Crawford Street) Appron. 3,850 LF

Subproject: Woodport (Surveying Tasks)

Method of Payment: Lump Sum

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	SURVEY TEAM	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL TASK COSTS
									0	
Verify project control and establish	1	2	4		10				17	\$ 2,316.80
Stake proposed ROW	1	2	4		10				17	\$ 2,316.80
									0	
									0	
HOURS SUB-TOTALS	2	4	8	0	20	0	0	0	34	\$4,633.60
CONTRACT RATE PER HOUR	\$224.00	\$208.00	\$147.20	\$121.60	\$108.80	\$204.80	\$147.20	\$80.00		
TOTAL LABOR COSTS	\$448.00	\$832.00	\$1,177.60	\$0.00	\$2,176.00	\$0.00	\$0.00	\$0.00		
% DISTRIBUTION OF STAFFING	6%	18%	24%	0%	59%	0%	0%	0%		
SUBTOTAL									\$4,633.60	

OTHER DIRECT EXPENSES	UNIT	MAXIMUM	QUANTITY	NOTES						COST
Mileage	Mile	\$ 0.670	204							\$ 136.68
GPS RTK Base	Hour	\$ 30,000	20							\$ 600.00
Truck	Day	\$ 100,000	2							\$ 200.00
SUBTOTAL DIRECT EXPENSES										\$ 936.68

SUMMARY	
TOTAL LABOR COSTS	\$4,633.60
NON-SALARY (OTHER DIRECT EXPENSES)	\$936.68
<b>TOTAL</b>	<b>\$5,570.28</b>

Fee Schedule  
Method of Payment: Per Parcel

Prime: CDNSOR

Project: FBC #23413 1st Street (from FM 2919 to Crawford Street) Approx. 3,850 LF

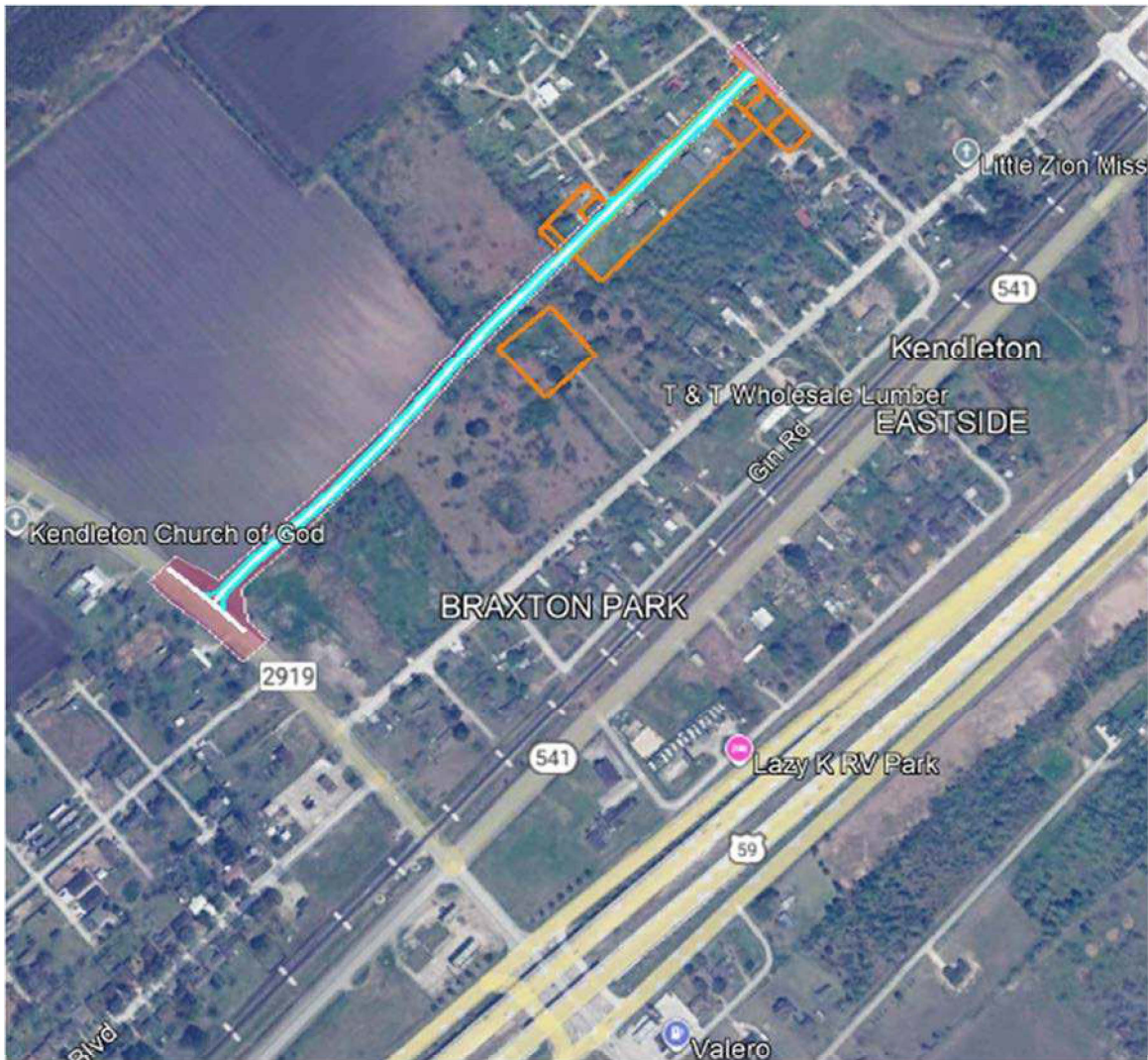
Subprovider: Woolpert (Surveying Tasks)

Method of Payment: Per parcel

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	SURVEY TECH	1-PERSON SURVEY CREW	2-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS	TOTAL TASK COSTS
									0	
Prepare Parcel Plans and Notes and bounds, set corners (7 parcels)	3.5	28	70		20				121.5	\$ 19,088.00
									0	
									0	
HOURS SUB-TOTALS	3.5	28	70	0	20	0	0	0	121.5	\$19,088.00
CONTRACT RATE PER HOUR	\$224.00	\$208.00	\$147.20	\$121.60	\$108.80	\$104.80	\$147.20	\$80.00		
TOTAL LABOR COSTS	\$784.00	\$5,824.00	\$10,304.00	\$0.00	\$2,176.00	\$0.00	\$0.00	\$0.00		
% DISTRIBUTION OF STAFFING	3%	28%	58%	0%	18%	0%	0%	0%		
SUBTOTAL									\$19,088.00	

OTHER DIRECT EXPENSES	UNIT	MAXIMUM	QUANTITY	NOTES						LABOR
Mileage	Mile	\$ 0.670	204							\$ 136.68
GPS RTK Base	Hour	\$ 30.000	20							\$ 600.00
Truck	Day	\$ 100.000	2							\$ 200.00
SUBTOTAL DIRECT EXPENSES										\$ 936.68

SUMMARY	
TOTAL LABOR COSTS	\$19,088.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$936.68
<b>TOTAL</b>	<b>\$20,024.68</b>



# EXHIBIT D



ISO 9001:2008 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

801 Travis Street, Suite 2000 • Houston, TX 77002 • Office 713-237-9800 • Fax 713-237-9801

EXHIBIT A SCOPE OF SERVICES  
TO BE PROVIDED BY THE ENGINEER

SUE Proposal Request  
Fort Bend County 1<sup>st</sup> Street (Project No. 23413)  
Precinct4

The work to be performed by the Engineer shall consist of Level B & D SUE with an optional for Level A SUE for the 1<sup>st</sup> Street within Fort Bend County Precinct 4. This street improvement consists of a new 24-foot wide asphalt pavement roadway with roadside ditches from FM 2919 to Lawson Street and new 24-foot wide concrete pavement from Lawson Street to South of Crawford Street.

The scope of work to be performed will include the following tasks.

**BASIC SERVICES**

I. **SUE Quality Level D Subsurface Utility Engineering**

Research to determine the existence and location of underground utilities (pipelines, duct banks, etc.). This includes:

- A. Gather utility information from a variety of sources which may include, but are not limited to:
  - 1. Utility Coordinating Committees
  - 2. One Call Center
  - 3. Landowners
  - 4. Internet or computer database search
  - 5. Visual site inspection
  - 6. Municipality GIS database
  - 7. Utility owners
- B. Collect applicable utility owner records which may include, but are not limited to:
  - 1. Previous construction plans in the area
  - 2. Conduit maps
  - 3. Direct-buried cable records
  - 4. Distribution maps
  - 5. Transmission maps
  - 6. "As-built" and record drawings
  - 7. Field notes
  - 8. Regional, Municipal, utility owner, or other geographic information systems databases

*Employee-Owned Since 1988*

- 9. Circuit diagrams
  - 10. Oral histories
- C. Thoroughly review records for:
  - 1. Indications of additional available records
  - 2. Duplicate information and credibility of such duplicate information
  - 3. Need for clarifications by utility owners
- D. Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required.
- E. Submit milestone-level drawings to applicable utility companies for their review

II. **SUE Quality Level B Subsurface Utility Engineering**

Provide Level B Subsurface Utility Engineering designation of all underground utilities within the project limits. Provide Plan sheets of the Level B & D information as necessary to evaluate and determine conflicts and resolution of conflicts against the detailed design of 1st Street. The cost is based on approximately 4000 feet utility location within the 1000' length of the East portion of the project. Project costs also include Traffic control & safety, mobilization, and demobilization.

**OPTIONAL SERVICES**

III. **SUE Quality Level A Subsurface Utility Engineering**

Perform a Level A Subsurface Utility Engineering surveying at specific locations of the underground utility lines identified during the topographic survey specified by the Project Engineer and Fort Bend County as being necessary to determine the accurate location and depth required for final design of 1st Street. The cost will be based on 4 potholes at this time to include testing to a maximum depth of 13-feet, traffic safety, mobilization, and demobilization.

Fee Schedule  
Method of Payment: Lump Sum

Prime: CONSOR

Project: FBC #23413 1st Street (from FM 2919 to Crawford Street) Approx 2,375'

Subprovider: KCI Technologies, Inc. (SUE)

Method of Payment: Lump Sum

TASK DESCRIPTION	SUE PROJECT MANAGER	SUE Senior Engineer	SUE Engineering in Training	SUE Engineering Technician	Senior CADD Technician	Admin/Clerical	2-Person Designation Crew	TOTAL LABOR HR
<b>BASIC SERVICES</b>								
<b>SUE Quality Level D Subsurface Utility Engineering</b>								
Gather Utility Information	1	2	4	4	1	2		14
Research Utility Records	1	2	8	4		2		17
Creation of Quality Levels D SUE CADD Utility Base Map					4			
QA/QC of Levels D SUE	1	2	1					4
Utility Conflict Matrix	1	2	8	4	1	1		17
Encroachment Table	1	2	6	2				11
HOURS SUB-TOTALS	5	10	27	14	6	5	0	67
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$310	\$255	\$135	\$130	\$137	\$92	\$235	
SUBTOTAL LABOR COSTS	\$1,550	\$2,550	\$3,645	\$1,820	\$822	\$460	\$0	\$10,847
% DISTRIBUTION OF STAFFING	14.29%	23.51%	33.60%	16.78%	7.58%	4.24%	0.00%	
<b>SUE Quality Level B Subsurface Utility Engineering</b>								
Quality Level B SUE Field Designation & Marking of Sub-Surface Utility Features	1	1	2	4			20	28
Creation of Quality Levels B SUE CADD Utility Base Map	1	1	4		16	1		23
QA/QC of Survey & Field notes for Level B SUE CADD Utility Base Map	1	1	1	2	2	1		8
Utility Conflict Matrix	1	2	4	2	2	1		12
Encroachment Table / Owner Contact List	1	1	2	2				6
HOURS SUB-TOTALS	5	6	13	10	20	3	20	77
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$285	\$245	\$135	\$130	\$137	\$92	\$235	
SUBTOTAL LABOR COSTS	\$1,425	\$1,470	\$1,755	\$1,300	\$2,740	\$276	\$4,700	\$13,666
% DISTRIBUTION OF STAFFING	10.43%	10.76%	12.84%	9.51%	20.05%	2.02%	34.39%	100.00%
TOTAL BASIC SERVICES LABOR COSTS								\$24,513

Fee Schedule  
Method of Payment: Lump Sum

Prime: CONSOR

Project: FBC #23413 1st Street (from FM 2919 to Crawford Street) Approx 2,375'

Subprovider: KCI Technologies, Inc. (SUE)

OPTIONAL SERVICES								
SUE Quality Level A Subsurface Utility Engineering								
		Rate	Unit	Estimated				
Non-Destructive Test Holes (per vertical depth)								
Mobilization For Level A service		\$2,250.00	LS	1				\$2,250
0.00-4.99 FT.		\$1,525.00	each					\$0
5.00-7.99 FT.		\$1,900.00	each	2				\$3,800
8.00-12.99 FT.		\$2,350.00	each	2				\$4,700
13.00-19.99 FT.		\$2,750.00	each					\$0
Pavement Coring & Replacement Materials (Up to 12" thickness)		\$250.00	each	4				\$1,000
Lane Closure, Traffic Control & Traffic Attenuator Truck		\$2,750.00	day	1				\$2,750
TOTAL OPTIONAL SERVICES LABOR COSTS								\$14,500

ATTACHMENT E- FEE SCHEDULE					
OTHER DIRECT EXPENSES					
RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS					
SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST	QUANTIT Y	COST
Mileage	mile	\$0.650		500	\$325
Photocopies Color (11" X 17")	each	\$2.00		20	\$40
Photocopies Color (8 1/2" X 11")	each	\$1.00		20	\$0
				Total Cost	\$365

SUMMARY COST	
TOTAL BASIC SERVICES (Specified Rate)	\$24,513
TOTAL OPTIONAL SERVICES (Per Pothole)	\$14,500
NON-SALARY (Other Direct Expenses)	\$365
TOTALS	\$39,378

# EXHIBIT E



December 12, 2024

Ms. Saritha Padhirae, P.E.  
Conzor  
15340 Park Row Boulevard  
Houston, Texas 77084

Re: UES Proposal No. P24-2007 Revision 4  
Geotechnical Investigation  
FBC Project 23413  
Kendleton, Texas

Dear Ms. Padhirae:

UES Professional Solutions 44, LLC (hereinafter "UES"), is pleased to offer this proposal for a geotechnical investigation for the referenced project. We prepared this proposal based on information provided.

Project Location: The site is located along the future 1st Street, between FM 2919 and Crawford Street, in Kendleton, Texas.

Project Description: The project consists of the construction and widening of an approximately 2,350 linear feet public roadway, along with the development of a 1-acre detention pond with a maximum depth of 5 feet.

Assumptions: Our proposal assumes and is based upon the following:

- The site is readily accessible.
- Portion of the site **does** require clearing for boring access.
- Detention pond location will be provided by client prior drilling.
- The project will follow Fort Bend County design guidelines and specifications.
- **UES will contact 811 call to locate public underground utilities prior to drilling work.**
- **If requested, a 3<sup>rd</sup> Party Private Utility Locator may be called in by UES to clear the boring locations prior to drilling work at an additional fee.**
- The boring locations can be accessed by a truck-mounted drilling rig.
- Some boring locations are covered by concrete.

## FIELD INVESTIGATION

The proposed field investigation includes:

No. of Borings	Boring Depth (ft)	Location
6	10	In area of proposed paving (approximately 1 boring every 500 LF).
2	15	In area of proposed detention pond.

Eight (8) borings totaling 90 feet of drilling are included in this scope of work. **Continuous sampling will be performed at the detention pond borings, and 24-hour readings will be recorded.**

Field personnel will drill the borings using the equipment stated in our assumptions. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively. Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems, however, UES is not responsible for re-grading or repairing rutted areas if they develop.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. UES will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and plugged with soil cuttings.

## LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

## ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format. Report will address:

- Subsurface and groundwater conditions encountered at the boring locations.
- Foundation design recommendations including foundation type, identification of bearing strata, allowable bearing pressure, and estimated settlement.
- Recommendations for floor slab support, including evaluation of swell characteristics of subgrade soils.
- Recommendations for horizontal and lateral earth pressures related to buried and retaining structures.
- Paving recommendations.
- Detention pond recommendations.
- Earthwork recommendations, including material and compaction requirements.
- Construction considerations related to soil and groundwater conditions at the borings.

## **COST OF SERVICES**

Based on the scope of services described above, we propose the following lump sum fees:

- **GEOTECHNICAL INVESTIGATION = \$9,880.00**
- **OPTIONAL SERVICE: Additional mobilization for detention pond borings scheduled at a different time = \$1,200.00**
- **OPTIONAL SERVICE: SITE CLEARING FEE = \$2,600.00 (See note below)**

A detailed cost estimate is attached. This fee will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you with our report.

**Site Clearing Note.** We understand site clearing will be required for boring access. If requested, we will subcontract site clearing necessary to access the proposed boring locations for a daily fee of \$2,600.00 for the first day and \$2,000.00 for each day thereafter. We estimate that one to two days of clearing will be required. This fee will be charged in addition to the fee quoted above for the geotechnical investigation. We have assumed site conditions are relatively dry and the required clearing can be performed with the use of a bulldozer only. Rate excludes haul off debris generated as a result of clearing.

## **PROJECT SCHEDULE**

You will receive the geotechnical draft report within 4-weeks (weather permitting) of receipt of notice-to-proceed. If you require a delivery time frame other than that presented above, please advise us at the time of completing the agreement so that we may make the appropriate adjustments in our schedule to accommodate your needs.

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site. Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, UES will contact the client to discuss accessibility options and associated fees.

GEOTECHNICAL INVESTIGATION AND ENGINEERING COST ESTIMATE				
Prepared by UES Professional Solutions 44, LLC				
UES Proposal No.:	P24-2007 Rev 4			
Proposal Date:	December 12, 2024			
Project:	FBC Project 23413			
Location:	Kendleton, Texas			
PLANNING (One Call, Drilling Package/Scheduling, Permits, Internal Project Kick-off Meeting)				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	\$300.00	Hour		\$ -
Area Manager/Principal Engineer	\$210.00	Hour		\$ -
Engineering/CMT Manager	\$190.00	Hour		\$ -
Senior Project Engineer	\$180.00	Hour		\$ -
Project Engineer	\$140.00	Hour		\$ -
Staff/Field Engineer	\$110.00	Hour	3	\$ 330.00
			Planning Subtotal:	\$ 330.00
FIELD (Borings, Corings, Piezometers)				
Item	Unit Rate	Unit	Quantity	Cost
Vehicle (Pickup Truck)	\$75.00	Trip	2	\$ 150.00
Field Soil Technician	\$70.00	Hour	16	\$ 1,120.00
Concrete Coring Setup	\$250.00	LS	1	\$ 250.00
Concrete Coring	\$70.00	Hour	2	\$ 140.00
Standard Drilling Rig Mobilization	\$1,000.00	LS	1	\$ 1,000.00
Standard Drilling (0-50 ft) - Soil	\$17.00	Foot	60	\$ 1,020.00
Continuous Sampling Drilling	\$23.00	Foot	30	\$ 690.00
			Field Subtotal:	\$ 4,370.00
LABORATORY (Classification, Strength, Consolidation/Swell Potential)				
Item	Unit Rate	Unit	Quantity	Cost
Senior Project Engineer (Lab Assignments)	\$180.00	Hour		\$ -
Project Engineer (Lab Assignments)	\$140.00	Hour	1	\$ 140.00
Moisture Content / Classification	\$6.00	Each	40	\$ 240.00
Atterberg Limits	\$35.00	Each	18	\$ 630.00
- No. 200 Sieve	\$35.00	Each	18	\$ 630.00
Unconfined Compression	\$35.00	Each	2	\$ 70.00
UU Triaxial	\$45.00	Each	2	\$ 90.00
CBR	\$300.00	Each	1	\$ 300.00
			Laboratory Subtotal:	\$ 2,100.00
BORING LOG PREPARATION				
Item	Unit Rate	Unit	Quantity	Cost
Area Manager/Principal Manager	\$210.00	Hour		\$ -
Engineering/CMT Manager	\$190.00	Hour		\$ -
Senior Project Engineer	\$180.00	Hour		\$ -
Project Engineer	\$140.00	Hour	4	\$ 560.00
Staff Engineer	\$110.00	Hour		\$ -
Administrative	\$60.00	Hour		\$ -
			Boring Log Preparation Subtotal:	\$ 560.00
ANALYSIS AND REPORT				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	\$300.00	Hour		\$ -
Area Manager/Principal Engineer	\$210.00	Hour	4	\$ 840.00
Engineering/CMT Manager	\$190.00	Hour		\$ -
Senior Project Engineer	\$180.00	Hour		\$ -
Project Engineer	\$140.00	Hour	12	\$ 1,680.00
Staff Engineer	\$100.00	Hour		\$ -
Administrative	\$60.00	Hour		\$ -
			Analysis and Report Subtotal:	\$ 2,520.00
			PROJECT TOTAL:	\$ 9,880.00
Estimate Notes: Field work includes 2 boring at 15-feet and 6 borings at 10-feet, totaling 90-feet. Estimate is valid for 90 days from proposal date.				