

(Fulshear Bend Drive, Precinct 1 – Project No. 23118)

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 One Million One Hundred Thirteen Four Hundred Four and 00/100 Dollars (\$1,113,404.00). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
  - (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.
  - (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
  - (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$1,113,404.00. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total

maximum sum of \$1,113,404.00 specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$1,113,404.00.

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

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

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

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

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

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

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

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

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, ENGINEER SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

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

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

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN 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:** **IDS Engineering Group, Inc.**  
13430 Northwest Freeway, Suite 700  
Houston, Texas 77040

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

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

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

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

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

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

**FORT BEND COUNTY, TEXAS**

**IDS ENGINEERING GROUP, INC.**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

*Carol D. Harrison*

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Carol D. Harrison, P.E., PMP, ENV SP

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Title

\_\_\_\_\_  
4/22/2025

\_\_\_\_\_  
Date

**APPROVED:**

*J. Stacy Slawinski*  
\_\_\_\_\_  
J. Stacy Slawinski, County Engineer

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A

(Engineer's Proposal Follows Behind)



February 25, 2025

Fort Bend County Engineering  
c/o Mr. Lee Shelton, PE  
KCI Technologies  
15021 Katy Freeway, Suite 120  
Houston, Texas 77094

Reference: Proposal to Perform Professional Engineering and Surveying Services for  
Fort Bend County 2023 Mobility Bond Program  
Fulshear Bend Drive, Project No.23118  
IDS Project Number 0570-011-00

Dear Mr. Shelton:

IDS Engineering Group respectfully submits this proposal for the above-referenced project to include professional engineering, surveying, geotechnical, and drainage services.

The project scope includes design for approximately 1,850 linear feet of roadway widening along Fulshear Bend Drive from approximately 100 feet east of FM 359 to the east right-of-way at the point of connection to the Cross Creek West Subdivision. Also included are improvements to approximately 2,250 linear feet of Jordan / Woods Road north of Fulshear Bend Road. The project will include upgrading the existing 2-lane asphalt roadway to a full boulevard section with storm sewer to match the roadway in Cross Creek West Subdivision and Hunt Road Segment 1 at FM 359. The proposed roadway will have a 100-foot right-of-way. The intersection of Fulshear Bend Drive and Woods Road will be signalized.

The proposed roadway will be a concrete curb and gutter 4-lane divided section with raised median. See Attachment A for proposed project limits.

The project will be prepared in accordance with the following documents provided by the Program Manager:

- Ft. Bend County Engineering Department – Engineering Design Manual March 2022
- Ft. Bend County Construction Details – March 2023

This proposal is based on the project layout and limits provided by Fort Bend County referenced in Attachment A and assumes that IDS will provide design for a detention pond adjacent to the roadway. Any changes to the layout after authorization may result in additional services. This proposal also assumes that any decisions regarding design concepts will be made during the PER phase. Any changes to design concepts after the PER phase will result in additional services. The Scope of Services is briefly summarized below.



## **Basic Services**

### ***Preliminary Engineering***

1. Geotechnical Engineering Services
  - a. Geotechnical Engineering Services will be provided by Earth Engineering, Inc. in accordance with Fort Bend County criteria.
  - b. Drill and sample a total of 8 geotechnical borings to a depth of 15 feet along the proposed alignment.
  - c. Drill and sample a total of 3 geotechnical borings to a depth of 25 feet at the location of the detention pond.
  - d. Provide engineering analysis and recommendations in a geotechnical report.
2. Surveying
  - a. Basic Surveying Services
    - i. Survey Services will be provided by Kaluza, Inc. in accordance with Fort Bend County criteria.
    - ii. Topographic survey within existing and proposed right-of-way at least 20 feet beyond the right-of-way on each side of the roadway. Structures in clear view and within 50 feet of the existing right-of-way should also be surveyed.
    - iii. Temporary benchmarks and baseline control should be set, both with 1,000-ft maximum spacing between points.
    - iv. Provide PDFs of survey control map and control sketches.
    - v. Found property corners should be documented.
3. Preliminary Engineering Design
  - a. Provide a preliminary engineering report as defined in the Ft. Bend County Engineering Design Manual. The report consists of the following: 30% Plan Sheets, Drainage analysis, ROW acquisitions required/Topographic Survey, Utility conflict assessment, Critical path items, Problem areas and potential resolutions, Permit and regulatory requirements, Construction Cost Estimate, and Geotechnical Report. Detention options will be presented as part of the report.
  - b. Coordinate with engineer responsible for proposed roadway and improvements on Hunt Road and FM 359 intersection improvements to confirm tie-in point and roadway geometry.
  - c. Coordinate with engineer responsible for proposed roadway and improvements on Fulshear Bend Drive east of the intersection with Woods Road in the Cross Creek West subdivision to confirm tie-in point and roadway geometry.
  - d. Attend PER meeting with Fort Bend County Engineering. All approvals or change requirements will be given at this meeting.
4. Drainage Impact Study
  - a. Prepare a Drainage Impact Study which includes analysis of existing drainage areas and outfall locations, proposed drainage areas and impact on peak flows, identification of a storm water detention facility adjacent to the proposed roadway, and preliminary layout of recommended detention facility. It is anticipated that the outfall for the detention facilities will discharge to a tributary of Brookshire Creek southwesterly of FM359 for the alignment along Fulshear Bend Drive. The roadway outfall structure would have to cross FM359 and coordination with TxDOT

- agency would be required. For the segment along Woods/Jordan Road IDS will evaluate the potential to discharge into an existing stormwater detention facility within Cross Creek West.
- b. If the segment along Woods/Jordan Road is unable to discharge into Cross Creek West and the small basin programmed along Fulshear Bend Drive has insufficient volume to also serve Woods/Jordan Road, an additional service is identified to vet an additional stormwater detention site.
  - c. The drainage impact analysis will be submitted as part of the Preliminary Engineering Design.
  - d. IDS will coordinate with Fort Bend County Drainage District for review and approval of the study. Based upon the potential outfall for the detention basin to cross FM 359, we are planning to submit for TxDOT review and approval as well.

### ***Additional Drainage Analysis Services***

1. Based upon no stormwater detention volume being accessible within Cross Creek West, determine the size and configuration of an independent detention basin and site to be constructed along the Woods/Jordan segment alignment. This includes routing of flows through this independent basin. The basin configuration may be linear storage incorporated into a roadside ditch along the ROW.

### ***Final Plans (PS&E)***

1. Design Services
  - a. Prepare construction drawings in accordance with Fort Bend County Engineering Design Manual. Drawings will include 70%, 95%, and Final as outlined in the Ft. Bend County Engineering Design Manual.
  - b. The proposal assumes that detention will be provided in a detention pond adjacent to the roadway.
  - c. Provide the following documents for the project manual: Bid Form, Specification Table of Contents, Special Specifications, Summary of Work, Geotechnical Report and SWPPP (1 page narrative).
2. Utility Coordination
  - a. IDS will research existing public and private utilities and send records requests to private utility companies; prepare conflict table during Preliminary Design and update during Final Design; and submit milestone drawings to utility companies for their review.
  - b. Obtain signatures from CenterPoint and ATT.
  - c. Coordinate with utility companies for relocation of utilities in conflict with the approved design.
3. Project Management
  - a. Coordination with subconsultants and Program Manager, prepare and update project schedules, and internal meetings.
  - b. Attend Bi-Weekly 30-minute meetings with the Program manager via Teams for the duration of the design stage.
  - c. Prepare and submit monthly status reports.

### ***Bid Phase Services***

1. Respond to questions from prospective bidders and issue addenda as necessary.
2. Attend pre-bid meeting.
3. Attend pre-construction meeting.

### **Additional Surveying Services**

1. ROW Parcel Plans: Once ROW needs are determined and approved by the County, a Category 1A survey must be performed to produce the following. ROW documents will be paid for on a per-parcel basis.
  - a. Overall project map showing existing and proposed right-of-way.
  - b. Parcel map and metes-and-bounds description for each parcel to be acquired on the project.
  - c. KMZ file showing existing right-of-way with ownership information, proposed takings with parcel numbers and a preliminary roadway layout.
2. Abstracting of all parcels to determine property ownership and existing right-of-way widths.
3. Detention Pond Survey
4. Flag ROW after Acquisition: Provide interim staking of right-of-way for clearing, parcel acquisition and utility relocation prior to construction of roadway improvements.
5. Construction Staking
6. Temporary Construction Easements
7. Re-establish control staking
8. Subsurface Utility Engineering (SUE) Quality Level A. IDS is assuming 3 test holes/pot holes to confirm the location and depths of existing utilities along the project limits. A subconsultant has not yet been identified for these services so we included an allowance of \$15,000.

### **Project Milestones**

Project Milestone as detailed in "Ft. Bend County Engineering Design Manual" will include Preliminary Design, 70%, 95%, and 100% Submittals. A draft project schedule is included in Attachment C "Project Schedule."

All submittals will be made to the Program Manager, KCI Technologies. KCI will route plans to Fort Bend County Engineering for their review and approval. Additionally, KCI will route plans to TxDOT for review and approval of the work within FM 359 right-of-way.

### **Compensation:**

IDS proposes to provide the services described above for the fees indicated below. A manhour estimate is included as Attachment D.

## Basic Services

### ***Preliminary Engineering Phase:***

Geotechnical Engineering Services	\$	34,478.00
Basic Surveying Services	\$	36,975.00
Preliminary Design	\$	121,186.00
Traffic Signal Warrant Study	\$	14,675.00
Drainage Impact Study	\$	45,600.00
<b>Subtotal PER</b>	<b>\$</b>	<b>252,914.00</b>

### ***Final Plans Phase***

Preparation of PS&E	\$	716,478.00
Traffic Signal Design	\$	36,635.00

**Subtotal Basic Services** **\$ 1,006,027.00**

**Bid Phase Services (T&M)** **\$ 20,846.00**

**Additional Drainage Analysis Services** **\$ 8,471.00**

### **Additional Surveying Services**

ROW Parcel Plans (Assume 13 Parcels at \$1700 per Parcel)	\$	22,100.00
Abstracting (Assumes 13 Parcels at \$800 per Parcel)	\$	10,400.00
Detention Pond Survey (Assumes 2 Acres at \$6,200 per Acre)	\$	12,400.00
Construction Staking	\$	14,960.00
Temporary Construction Easement (Assumes one at \$1,500 per Easement)	\$	1,500.00
Re-Establish Control Staking	\$	1,700.00
Subsurface Utility Engineering (SUE) QL A (Assume 3 test holes)	\$	15,000.00

**Total Additional Services** **\$ 78,060.00**

**Total Cost Proposal** **\$ 1,113,404.00**

## Exclusions

1. Any submittals other than those stated in Attachment B. Should additional submittals be requested, it will be billed as an additional service. An estimate of additional services will be provided upon request.
2. Design of intersection of Fulshear Bend Drive and FM 359, including Traffic Signal.
3. Coordination and Approvals from TxDOT with exception of the DIA.

4. Environmental services, including but not limited to, preliminary wetlands investigations and Phase 1 Environmental Site Assessment.
5. Traffic Impact Study or collection of Traffic Count Data.
6. Construction Phase Services.
7. Materials Testing during Construction.
8. Review of the Contractor's means and methods of construction or safety procedures, which shall remain the sole responsibility of the Contractor.
9. Construction inspection services.
10. Construction management services, including processing of pay applications, change orders, etc.
11. Monthly status meetings and site visits during construction.

Basic Services will be performed for the lump sum fee amount shown above, billed monthly based on the percentage of work completed and milestone schedule. This proposal is subject to change if there are changes to the site plan or scope or after a period of four months from the above date unless authorized. Reimbursable expenses for reproduction and deliveries are included in our basic services fee. Our fee does not include reimbursable expenses such as agency review fees, application fees, and permit fees which will be billed at cost.

Attached to this proposal are the following items:

- Attachment A – Propose Project Limits
- Attachment B - Conceptual Cost Estimate
- Attachment C – Proposed Project Schedule
- Attachment D – Manhour Estimate

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Carol D. Harrison, P.E., PMP, ENV SP  
Director of Public Works



Travis S. Sellers, P.E., ENV SP  
Senior Vice President

#### Attachments

\\\\idseg.com\\fs\\Projects\\0500\\057001100 FBC Fulshear Bend Drive\\PM\\010 Proposal\\2025-02-25\\2025-02-25-Proposal-IDS-23118.docx

# Attachment A

## Proposed Project Limits

### Project 23118



2233'

R850'

# Attachment B

## Conceptual Cost Estimate

### Project 23118



<div>PROJECT NO: 23118</div> <div>ROAD NAME: Fulshear Bend Dr</div> <div>ENTER LIMITS: FROM : Woods Rd TO : FM 359</div> <div>ENTER LENGTH: FEET = 3,750 STA = 15 MILES = 0.28</div> <div>SELECT ROADWAY TYPE: CONCRETE 4-LANE DIVIDED C&amp;G (2-24' F-F) NONE NONE</div>		<div>County</div> <div>2,602,000</div> <div>IDS</div> <div>11,403,125</div>									
<div>DESCRIPTION: Reconstruct 2 lane asphalt to full boulevard section, 100' ROW</div>		<div>PREPARED BY: Leo Alhaj</div> <div>REVISION DATE: 6/18/2024</div>									
CONSTRUCTION	DESCRIPTION	FACTORS	UNIT	QTY	COST	AMOUNT	COMMENTS/ ASSUMPTIONS	QTY	UNIT COST	AMOUNT	COMMENTS
A	SITE PREPARATION	Typical	STA	39.0	\$ 3,500.00	\$ 136,500		39	\$ 5,000	\$ 195,000.00	
B	EARTHWORK CONCRETE 4-LANE DIVIDED C&G (2-24' F-F)		STA	39.0	\$ 17,760.00	\$ 692,640		39	\$ 20,000	\$ 780,000.00	
	NONE		STA	0.0	\$ -	\$ -					
	NONE		STA	0.0	\$ -	\$ -					
	TOTAL EARTHWORK					\$ 692,640					
C	PAVING CONCRETE 4-LANE DIVIDED C&G (2-24' F-F)		STA	39.0	\$ 65,854.44	\$ 2,568,324		39	\$ 125,000	\$ 4,875,000.00	
	HMAC 12" WIDE LANE		STA	0.0	\$ -	\$ -					
	NONE		STA	0.0	\$ -	\$ -					
	Total paving					\$ 2,568,324					
D	STORM SEWER	Yes	STA	39.0	\$ 32,600.00	\$ 1,271,400		39	\$ 35,000	\$ 1,365,000.00	
E	DETENTION	OPTIONAL ADDITIONAL STORM SEWER EXISTING PAVEMENT WIDTH Pond	STA FT AC FT	0.0 24.0 0.94	\$ 0.00 50,000.00	\$ - 46,832		0.94	\$ 55,000	\$ 51,700.00	Assume Excavation and Appurtenances - Bid Tab sourced
F	TCP	Typical	STA	39.0	\$ 1,900.00	\$ 74,100		39	\$ 2,600	\$ 101,400.00	
G	SIGNING & PAVEMENT MARKING		STA	39.0	\$ 1,000.00	\$ 39,000		39	\$ 2,500	\$ 97,500.00	
H	TRAFFIC SIGNAL		EA	0.0000	\$ 300,000.00	\$ 300,000	Traffic signal to be updated by 23111	1	\$ 325,000	\$ 325,000.00	
I	SWPPP	Typical	STA	39.0	\$ 894.84	\$ 24,791		39	\$ 1,200	\$ 46,800.00	
K	SIDEWALK (5')		STA	39.0	\$ 8,400.00	\$ 327,600		39	\$ 8,400	\$ 327,600.00	
L	BRIDGE	None	SF		\$ -	\$ -					
M	OPEN DITCH & CROSS CULVERTS		STA	39.0	\$ -	\$ -					
N	RETAINING WALLS	None	SF		\$ -	\$ -					
O	TRAFFIC ROUNDABOUT	None	EA		\$ -	\$ -					
P	DRIVEWAYS		EA	4	\$ 5,000.00	\$ 20,000		10	\$ 8,000	\$ 80,000.00	
	OTHER		EA		\$ -	\$ -					
	OTHER		EA		\$ -	\$ -					
	OTHER		EA		\$ -	\$ -					
PUBLIC UTILITIES											
	RELOCATE WATER DISTRIBUTION		STA	39.0	\$ 1,500.00	\$ 58,500		39	\$ 22,500	\$ 877,500.00	Assume 12" WL \$200-\$250 per LF - Bid Tab sourced
	RELOCATE WATER TRANSMISSION		STA		\$ 3,500.00	\$ -	appears to have fire hydrant / water line located in existing ditch				
	RELOCATE SANITARY SEWER		STA		\$ 6,500.00	\$ -					
	RELOCATE FORCE MAIN		STA		\$ 6,500.00	\$ -					
CONTINGENCY (% x CONST ITEMS)			BUDGET		25%	\$ 520,400		25%		\$ 2,280,625.00	
	SUBTOTAL CONSTRUCTION COST					\$ 9,341,051				\$ 11,403,125	Estimated CCE



















































PROJECT NO: 23118		Fulehear Bend Dr		COST SUMMARY	
ROAD NAME: ENTER LIMES:		FROM : Woods Rd		County	
ENTER LENGTH:		TO : FM 359		ID5	
		FEET = 3,750			
		STA = 15			
		MILES = 0.28			
SELECT ROADWAY TYPE:		CONCRETE 4-LANE DIVIDED C&G (2-24' F-F)			
		NONE			
DESCRIPTION:		Reconstruct 2 lane asphalt to full boulevard section. 100' ROW			

# Attachment C

## Proposed Project Schedule

### Project 23118

Fort Bend County 2023 Mobility Bond Program  
Fulshear Bend Drive, Project No. 23118  
IDS Project Number 0570-011-00

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25
1		Notice to Proceed	1 day	Tue 4/1/25	Tue 4/1/25							
2		<b>Preliminary Design</b>	<b>90 days</b>	<b>Wed 4/2/25</b>	<b>Tue 8/5/25</b>							
3		Topographic Survey	30 days	Wed 4/9/25	Tue 5/20/25	1FS+5 days						
4		Geotechnical Field Work & Report	20 days	Wed 4/9/25	Tue 5/6/25	1FS+5 days						
5		Drainage analysis	30 days	Wed 4/9/25	Tue 5/20/25	1FS+5 days						
6		Utility Coordination	30 days	Wed 4/2/25	Tue 5/13/25	1						
7		Critical Path, Regulatory Requirements	30 days	Wed 4/2/25	Tue 5/13/25	6FF						
8		Alignment Meeting w/ Ft Bend County Engineering	1 day	Tue 5/13/25	Tue 5/13/25	7FF						
9		30% Plans	30 days	Wed 5/14/25	Tue 6/24/25	8						
10		Construction Cost Estimate	2 days	Wed 6/25/25	Thu 6/26/25	9						
11		Draft PER	30 days	Wed 5/14/25	Tue 6/24/25	7						
12		PER Meeting with FBC	0 days	Tue 6/24/25	Tue 6/24/25	11						
13		Finalize PER	10 days	Wed 6/25/25	Tue 7/8/25	12						
14		PER Review	20 days	Wed 7/9/25	Tue 8/5/25	13						
15		<b>70% Submittal</b>	<b>90 days</b>	<b>Wed 8/6/25</b>	<b>Tue 12/9/25</b>							
16		Address 30% Comments	5 days	Wed 8/6/25	Tue 8/12/25	14						
17		Parcel Mapping	22 days	Wed 8/6/25	Thu 9/4/25	14						
18		Prepare 70% Plans	60 days	Wed 8/13/25	Tue 11/4/25	16						
19		Construction Cost Estimate & Spec TOC	5 days	Wed 11/5/25	Tue 11/11/25	18						
20		<b>70% Submittal</b>	0 days	Tue 11/11/25	Tue 11/11/25	19						
21		70% Submittal Review	20 days	Wed 11/12/25	Tue 12/9/25	20						
22		<b>95% Submittal</b>	<b>62 days</b>	<b>Wed 12/10/25</b>	<b>Thu 3/5/26</b>							
23		Address 70% Comments	5 days	Wed 12/10/25	Tue 12/16/25	21						
24		Prepare 95% Plans	40 days	Wed 12/10/25	Tue 2/3/26	21						
25		Construction Cost Estimate & Spec TOC	2 days	Wed 2/4/26	Thu 2/5/26	24						
26		<b>95% Submittal</b>	<b>0 days</b>	<b>Thu 2/5/26</b>	<b>Thu 2/5/26</b>	<b>25</b>						
27		95% Submittal Review	20 days	Fri 2/6/26	Thu 3/5/26	26						
28		<b>Final Submittal</b>	<b>32 days</b>	<b>Fri 3/6/26</b>	<b>Mon 4/20/26</b>							
29		Address 95% Comments	5 days	Fri 3/6/26	Thu 3/12/26	27						

# Attachment D

## Man Hour Estimate

### Project 23118

PRODUCTION MANHOOR ESTIMATE - PLAN PRODUCTION

Fulshear Bend Drive & Woods Road

0570-011-00

DATE : December 9, 2024

TOTAL: \$ 1,113,404.00

Convert two 2-lane roadways with roadside ditches, Fulshear Bend & Woods Road, into a 4-lane divide concrete curb & gutter roadway with storm sewer.  
  
Design detention basin.  
  
Re-design intersection at Fulshear and Woods Road.  
  
Assume intersection at FM 359 to be completed by other engineering firm which will require coordinate but not production of intersection plans.

	\$1,113,404.00	PRIN	SR PM	PROJ ENG	ENG/ EIT	SR PROD	PROD	ADMIN	TOTAL HOURS	COST/ SHT	COST
#	ITEM # DESCRIPTION	\$320.00	\$252.00	\$170.00	\$155.00	\$175.00	\$130.00	\$125.00			
Preliminary Design											
1	Project Management, Internal Meetings	5	12	5		5			27		\$ 6,349.00
1	Site Visit		5	5					10		\$ 2,110.00
1	Coordination w/Subconsultants	5	20	5		5			35		\$ 8,365.00
12	1 12 Plan Sheets (Cover, Typ Sections x2, Limited P&P x9)		12	36		120	36		204	\$ 2,902.00	\$ 34,824.00
1	Coordinate with design engineers for Hunt Road and Fulshear Bend Drive east of Woods Road to confirm tie-in point and roadway geometry.	10	10	10		10			40		\$ 9,170.00
1	Drainage Analysis / Preliminary conduit sizing	2	5	20		10			37		\$ 7,050.00
1	ROW Delineation/ROW Taking Identification	2	5	10		20	5		42		\$ 7,750.00
1	Utility Conflict Assessment		2	15		5	10	10	42		\$ 6,479.00
1	Construction Cost Estimate	1	2	15		5			23		\$ 4,249.00
1	Preliminary Engineering Report	2	20	80		20		20	142		\$ 25,280.00
1	PER Meeting and Prep	2	10	20		10		10	52		\$ 9,560.00
	<b>Sub-Total Preliminary Design</b>	<b>29</b>	<b>103</b>	<b>221</b>		<b>210</b>	<b>51</b>	<b>40</b>	<b>654</b>		<b>\$ 121,186.00</b>
FINAL DESIGN											
Plan Production Phase											
1	1 Cover Sheet		1	2		2	10		15	\$ 2,242.00	\$ 2,242.00
1	2 Index of Sheets		1	2		2	10		15	\$ 2,242.00	\$ 2,242.00
1	3 Construction Notes		1	2		2	10		15	\$ 2,242.00	\$ 2,242.00
1	4 FBC Public Works General Notes		1	2		2	10		15	\$ 2,242.00	\$ 2,242.00
1	5 Traffic Signal Notes		1	2		2	10		15	\$ 2,242.00	\$ 2,242.00
2	6 - 7 Typical Sections (Existing Fulshear Bend, Existing Woods Rd)		2	4		4	20		30	\$ 2,242.00	\$ 4,484.00
2	8 - 9 Typical Sections (Proposed Fulshear Bend, Proposed Woods Rd)		2	4		4	20		30	\$ 2,242.00	\$ 4,484.00
1	10 Project Layout		1	2		2	10		15	\$ 2,242.00	\$ 2,242.00
10	11 - 20 Survey Control (Cover, Overall, Hor & Vert Layout, Control Pts, ROW Recording Info, ROW Detail x5)			10		50			60	\$ 1,045.00	\$ 10,450.00
2	21 - 22 Drainage Area Maps (2 Maps)		2	20		40	10		72	\$ 6,102.00	\$ 12,204.00
2	23 - 26 Drainage Area Calculations (FBC Cales x2, COH Cales x2)		4	80		8	20		112	\$ 4,652.00	\$ 18,608.00
8	27 - 34 Ponding Calculations (4 x two roads)		8	160		16	40		224	\$ 4,652.00	\$ 37,216.00
5	35 - 39 Demolition Sheets		5	25		100	25		155	\$ 5,252.00	\$ 26,260.00
9	40 - 48 Existing Utility Plans		9	45		180	45		279	\$ 5,252.00	\$ 47,268.00
5	49 - 53 Project Geometry Sheet		5	25		25	50		105	\$ 3,277.00	\$ 16,385.00
9	54 - 62 Plan & Profiles		9	72		180	90		351	\$ 6,412.00	\$ 57,708.00
3	63 - 65 Intersection Layout (Fulshear Bend & Woods, Woods & Tamaron Park Drive, Woods & Water Pland Driveways (2)		3	24		60	30		117	\$ 6,412.00	\$ 19,236.00
3	66 - 68 Storm Laterals		3	30		75	30		138	\$ 7,627.00	\$ 22,881.00
1	69 Driveway Table		10			5	10		25	\$ 4,695.00	\$ 4,695.00
1	70 Detention Basin Sheets		1	10		25	10		46	\$ 7,627.00	\$ 7,627.00
1	71 Detention Basin Typical Cross Section		1	5		20	5		31	\$ 5,252.00	\$ 5,252.00
1	72 Detention Basin Point Table		1	5		20	5		31	\$ 5,252.00	\$ 5,252.00
2	73 - 74 Misc Details - Project Specific (Weirs, Outfalls)		2	20		50	20		92	\$ 7,627.00	\$ 15,254.00
5	75 - 79 Pavement Markings and Signage Sheet (Plan View Double-Stacked)		5	25		100	25		155	\$ 5,252.00	\$ 26,260.00
5	80 - 84 Traffic Signal Sheets (By Other)			5			25		30	\$ 820.00	\$ 4,100.00
3	85 - 87 Concrete Pavement Details (x3)			3			15		18	\$ 820.00	\$ 2,460.00
1	88 Expansion Joints and Sawcuts Details			1			5		6	\$ 820.00	\$ 820.00
1	89 Single Guardrail Terminal Detail			1			5		6	\$ 820.00	\$ 820.00
1	90 Metal Beam Guard Fence			1			5		6	\$ 820.00	\$ 820.00
1	91 Driveway Details			1			5		6	\$ 820.00	\$ 820.00
1	92 Sidewalk Details			1			5		6	\$ 820.00	\$ 820.00
4	93 - 96 PED-18 Ramp Details (x4)			4			20		24	\$ 820.00	\$ 3,280.00
1	97 Storm Sewer Construction Details			1			5		6	\$ 820.00	\$ 820.00
1	98 Precast Concrete Storm Sewer Manhole Details						5		6	\$ 820.00	\$ 820.00
1	99 Cast-in-Place Concrete Storm Sewer Manhole Details			1			5		6	\$ 820.00	\$ 820.00
1	100 Type C, C1, C2, and C2A Inlet Details			1			5		6	\$ 820.00	\$ 820.00
1	101 Type C Modified Inlet Details			1			5		6	\$ 820.00	\$ 820.00
1	102 Junction Box Manhole Details			1			5		6	\$ 820.00	\$ 820.00
1	103 Type A Inlet Details			1			5		6	\$ 820.00	\$ 820.00
1	104 Modified Type A Inlet Details			1			5		6	\$ 820.00	\$ 820.00
1	105 Type E Inlet Details			1			5		6	\$ 820.00	\$ 820.00
1	106 Typical Ground Sign Installation Details			1			5		6	\$ 820.00	\$ 820.00
2	107 - 108 Project Sign Details (x2)			2			10		12	\$ 820.00	\$ 1,640.00
1	109 Street Sign Name Details			1			5		6	\$ 820.00	\$ 820.00
1	110 Type III Barricade Details			1			5		6	\$ 820.00	\$ 820.00
3	111 - 113 Pavement Marking Details (x3)			3			15		18	\$ 820.00	\$ 2,460.00
1	114 SWPPP Details			1			5		6	\$ 820.00	\$ 820.00
1	115 Outfall and Riprap Details			1			5		6	\$ 820.00	\$ 820.00
16	116 - 131 TxDOT Details - Median Nose Detail (x16)			16			80		96	\$ 820.00	\$ 13,120.00
1	132 Water Line Details			1			5		6	\$ 820.00	\$ 820.00
1	133 Traffic Control Plan Overall Layout		1	20		5	5		31	\$ 5,177.00	\$ 5,177.00
4	134 - 137 TCP - Phase 1 (4 Steps)		4	20		100	20		144	\$ 6,127.00	\$ 24,508.00
4	138 - 141 TCP - Phase 2 (4 Steps)		4	20		100	20		144	\$ 6,127.00	\$ 24,508.00
10	142 - 151 X-Sections		10	50		250	50		360	\$ 6,127.00	\$ 61,270.00
3	- KMZ (70%, 95%, Final)			3		6			9	\$ 520.00	\$ 1,560.00
	<b>Sub-Total Plan Production</b>		<b>97</b>	<b>742</b>		<b>1435</b>	<b>875</b>		<b>3149</b>		<b>\$ 515,459.00</b>
										\$	3,413.64
Utility Coordination											
4	Private Utility Submittals - 30%, 70%, 95%, Final			20				20	40		\$ 5,900.00
1	Private Utility Signatures			10		2		5	17		\$ 2,675.00
2	Utility Coordination with TxDOT (200% 95% Final)		6	20			15	15	66		\$ 10,427.00

# Attachment E

## Subconsultant Proposals

### Project 23118



December 10, 2024

Mr. Travis S. Sellers, P.E., ENV SP  
IDS Engineering Group  
13430 Northwest Freeway, Suite 700  
Houston, Texas 77040

Reference: Proposal for Professional Engineering Services to Prepare a Hydraulic Memorandum for Fort Bend County 2023 Mobility Bond Program  
Fulshear Bend Drive, Project No.23118  
IDS Project Number 0570-011-00

Dear Mr. Sellers:

IDS Engineering Group (IDS) respectfully submits this proposal for the above referenced project to include the professional engineering services to perform the preparation of a Hydraulic Memorandum evaluating the impacts of the roadway improvements on Fulshear Bend Drive and Jordon/Woods Road north of Fulshear Bend. The project will upgrade the existing 2-lane asphalt roadway to a full boulevard with storm sewer with various cross section configurations. Limits are from FM359 to Woods Road within a 100-foot right-of-way, then also north approximately 2,233 along Woods/Jordan Road.

This memorandum will be prepared to delineate drainage areas, confirm outfalls, provide detention recommendations and ensure there is no increase in peak flows for the various storm frequencies at the outfall(s). It is anticipated that the outfall for the detention facilities will discharge to a tributary of Brookshire Creek southwesterly of FM359 for the alignment along Fulshear Bend Drive. The roadway outfall structure would have to cross FM359 and coordination with TxDOT agency would be required. For the segment along Woods/Jordan Road IDS will evaluate the potential to discharge into an existing stormwater detention facility within Cross Creek West. If the segment along Woods/Jordan Road is unable to discharge into Cross Creek West and the small basin programmed along Fulshear Bend Drive has insufficient volume to also serve Woods/Jordan Road, an additional service is identified to vet an additional stormwater detention site.

This analysis will be performed in accordance with the Guidelines and Specification list provided by Ft. Bend County engineering Department. The analysis will be based upon the Atlas 14 rainfall data.

The specific elements of this scope of work for preparation of the Hydraulic Memorandum is listed below:

**Scope of Services:**

1. Obtain data pertinent to the project such as LiDAR topographic data, on ground survey data, adjacent project drainage studies or reports, and record drawings. Coordinate with Hunt Road Segment 1, Cross Creek West Subdivision and others to determine roadway improvements intersecting with Fulshear Bend Drive, and adjacent to the study segment of Jordan/Woods Road.



2. Evaluate current and proposed land use adjacent to the roadway. Develop existing and proposed condition drainage area maps. Identify the Fulshear Bend Dr and Woods/Jordan Road existing drainage systems and outfalls.
3. Determine discharge flows based upon Atlas 14 rainfall for existing and proposed conditions. Analyze impact on peak flows and determine the recommended detention facility size/location/configuration. As related to Woods/Jordan Road, determine the storage volume need to offset the increase in peak flows based upon difference of the existing and proposed discharge hydrographs.
4. Developed the modified stage-storage and stage-outflow relationship for the proposed detention facility. Perform detention basin routing through a proposed condition HEC-HMS model based on the previously determined Atlas 14 100-year peak runoff and proposed condition hydrograph for the improved Fulshear Bend Drive detention facility. Determine the proposed outfall structures. As related to Woods/Jordan Road determine conveyance features to provide storm sewer outfall and sheet flow into an existing Cross Creek West stormwater detention facility.
5. Provide a drainage memorandum detailing this analysis with associated calculations, exhibits, and electronic models consistent with regulatory requirements. Submit to Fort Bend County Drainage District and TxDOT as appropriate for review and approval.
6. Coordination meetings as needed with representatives of Fort Bend County, TxDOT, Hunt Road Segment 1 and others.
7. **Add Service Item:** Based upon no stormwater detention volume being accessible within Cross Creek West, determine the size and configuration of an independent detention basin and site to be constructed along the Woods/Jordan segment alignment. This includes routing of flows through this independent basin. The basin configuration may be linear storage incorporated into a roadside ditch along the ROW.

**Compensation**

We propose to provide the above-described services for the lump sum fee itemized below to be invoices monthly based on percent of services complete. Payment of our invoices will be made by the Owner within thirty (30) days of the invoice date.

<b>Hydraulic Memorandum</b>	<b>\$ 45,600</b>
<b>Add Service (Additional Detention Storage Basin for Woods/Jordan Road Seg</b>	<b>\$ <u>8,471</u></b>
<b>TOTAL w/ ADD SERVICE</b>	<b>\$ 54,071</b>

We appreciate the opportunity to present this proposal, if additional information to support this proposal, please contact me at 713.462.3178.

Respectfully submitted,

*Timothy E. Buscha*

Timothy E. Buscha, P.E.,CFM  
President

S:\Dept\HH\1. Proposals\2024\23118 Fulshear Bend Drive\23118 Fulshear Bend Drive DIAver2.docx

**Accepted By:**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_



**December 3, 2024**

Travis S. Sellers, P.E., ENV SP  
Senior Vice President  
IDS Engineering Group  
13430 Northwest Freeway, Suite 700, Houston, Texas 77040  
Main: 713.462.3178 | Direct: 832.590.7196 | Cell: 281.686.6918  
TSellers@idseg.com

**Re: *Fulshear Bend Drive & Woods Road, Fort Bend County  
Traffic Study, Signal Design & Contract Phase Services***

Dear Travis:

EPIC Transportation Group, LP (EPIC) appreciates the opportunity to submit this proposal to IDS Engineering Group (IDS) to 1) conduct traffic engineering study, 2) design traffic signal plans, and 3) provide limited contract phase services at the above referenced intersection for Fort Bend County.

## **BACKGROUND**

The project scope includes design for approximately 1,850 linear feet of roadway widening along Fulshear Bend Drive from approximately 100 feet east of FM 359 to the east right-of-way at the point of connection to the Cross Creek West Subdivision. Also included are improvements to approximately 2,250 linear feet of Jordan / Woods Road north of Fulshear Bend Drive. The project will include upgrading the existing 2-lane asphalt roadway to a full boulevard section with storm sewer to match the roadway in Cross Creek West Subdivision and Hunt Road Segment 1 at FM 359. The proposed roadway will have a 100-foot right-of-way. The intersection of Fulshear Bend Drive and Woods Road will be signalized, if warranted.

## **SCOPE OF SERVICES**

Following is our understanding of the traffic-related services:

## **TRAFFIC STUDY**

- Conduct site visit and collect existing conditions data.
- Conduct 24-hour, three vehicle classification, intersection traffic movement counts and pedestrian counts during a weekday when schools are open.
- Conduct spot speed survey on both streets to determine 85th percentile speeds.
- Collect and analyze crash data for the recent 3-year period from TxDOT CRIS.
- Collect historical traffic data and estimate annual average traffic growth rate.
- Project current year (2025) traffic data to opening year (to be determined – TBD).
- Perform traffic signal warrant study for both current (2025) and opening year (TBD) roadway and traffic conditions.
- Submit a draft and a final traffic study report.

## **SIGNAL DESIGN**

- Design traffic signal layouts for the re-configured intersection after the roadway and intersection improvements.

The engineering design shall be performed in accordance with generally accepted procedures, approved variances, Fort Bend County design guidelines, standards and specifications.

Work specific to the location is described below:

The intersection shall receive a new conventional signal system with ground-mounted controller, cabinet and BBUs.

The new signal system shall be fully actuated with County-mandated detectors for vehicles and push buttons for pedestrians.

The new signal shall have mast arm configuration and horizontal LED vehicle signal heads. Left turn signals will have protected/permissive phasing with flashing yellow indications or protected phasing based on the flashing arrow analysis memorandum. The intersection will receive pole-mounted LED luminaires for safety lighting. Pedestrian related LED countdown signals, push buttons, signing and crosswalks will be applied all around the intersection.

The intersection shall receive new wheelchair ramps (perpendicular or diagonal) at applicable intersection corners with curb, and pedestrian access pads where there is no curb. These ramps and pads shall be in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) as adopted by the Fort Bend County and designed by IDS.

Overhead power lines, if any at the intersection, may have to be relocated or raised to allow for signal construction. Request to the power company to raise the power lines shall be made through IDS/Fort Bend County, if required.

Coordination with CenterPoint Energy will be done by EPIC and Power Service Outlet and Data Statement will be obtained and submitted.

Coordination with Home Owners Association, if any, will be done by IDS for any irrigation, plants, controller location and utility easements.

## **Deliverable**

Signal plan layouts shall be prepared in English units at 1"=40' scale on 11"x17" layouts. Interim reviews shall be at the 60%, 90% and 100% submittals. For which, one set of PDF copy shall be submitted.

The final submittal will be the sealed and signed 11"x17" PDF layouts. All design drawings shall be prepared using Microstation V8i graphics software and shall be consistent with the level structure required by Fort Bend County.

Cost estimate and specifications list will be provided.

Plan layouts shall be prepared per Fort Bend County Signal Design Guidelines and shall be designed as part of the bid package put together by IDS. Following are the anticipated sheets:

- Construction Notes and Traffic Signal Notes
- Traffic Signal Summary
- Existing Conditions Layout
- Proposed Signal Layouts (including Notes)
- Standard Detail Drawings (as required)

## **Signal Design Exclusions**

The following services are not part of the signal design scope:

- Survey – IDS will provide survey.
- Signing and pavement markings design.
- Pedestrian wheel chair ramp design.
- Geotechnical engineering - Soil and foundation investigations, soil tests, coring and analysis of test results for design and construction are not required.
- Temporary signalization (during construction) is not required since the location does not have an existing signal.
- Traffic Signal Interconnect.
- Traffic Signal Timing
- Expert testimony.

## **CONTRACT PHASE SERVICES (CPS)**

CPS shall include, but not be limited to, the following:

- Address bidder's questions.
- Prepare necessary addendums.

## **SCHEDULE – ALL TASKS**

EPIC shall follow the schedule developed by IDS. EPIC is assuming there is adequate time for review and coordination in the proposed schedule.

### **ADDITIONAL SERVICES – ALL TASKS**

Any work beyond the Scope is considered additional is subject to negotiation. No work shall be done under Additional Services without prior consent from IDS/Fort Bend County.

### **COMPENSATION – ALL TASKS**

Please see Exhibit A – Fee Schedule for further details on man-hours and cost breakdown. The amount shown is **Lump Sum** fee and includes all necessary direct expenses estimated to complete the effort as described above. The fee includes all labor and non-labor reimbursable expenses required for this project.

We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please let me know.

Sincerely,  
EPIC Transportation Group, LP



Harish Narayanappa, P.E., PTOE  
President

Attachments:  
Exhibit A – Fee Schedule

**EXHIBIT A**  
**MAN-HOUR ESTIMATE AND COST BREAKDOWN**  
**Traffic Study, Signal Design & Construction Support Services - FULSHEAR BEND DRIVE AT WOODS ROAD**

Classification	No. of Sheets	Project Manager	Senior Project Engineer	Graduate Engineer	CADD Technician	Project Admin./Clerical	Total Man-Hours	Cost
<b>Direct Labor Rate</b>		\$280.00	\$240.00	\$160.00	\$140.00	\$105.00		
<b>TRAFFIC STUDY</b>								
Project Management and Invoicing		4				2	6	\$1,330.00
Field Visit, Site Inventory & Coordination			4	4			8	\$1,600.00
Traffic, Speed and Crash Data Collection & Reduction		2	4	6			12	\$2,480.00
Estimate Traffic Growth Rate and Opening Day Traffic (TBD)			2	4			6	\$1,120.00
Signal Warrant Study (for 2025 and TBD)			3	12			15	\$2,640.00
Traffic Analysis (all peak periods)		1	2	10		1	14	\$2,465.00
Report Submittals (1 Draft & 1 Final)		2	5	8		1	16	\$3,040.00
<b>Total Man-Hours / Number of Sheets</b>		<b>9</b>	<b>20</b>	<b>44</b>		<b>4</b>	<b>77</b>	<b>\$14,675.00</b>
<b>SIGNAL DESIGN</b>								
Project Management and Invoicing		4				2	6	\$1,330.00
Field Visit, Site Inventory & Coordination			4	4			8	\$1,600.00
Flashing Yellow Arrow Analysis Memorandum		1	2	6		1	10	\$1,825.00
Utility Confirmation/Coordination/Service Outlet			2	4			6	\$1,120.00
Traffic Signal Summary	1		2	8			10	\$1,760.00
Traffic Signal Notes	1		4	4			8	\$1,600.00
Existing Condition Layout	1		2	8	8		18	\$2,880.00
Proposed Signal Layouts	4	4	16	24	48		92	\$15,520.00
Proposed Signal Elevations Layout	1		4	8	12		24	\$3,920.00
Standard Detail Drawings	12		2		2		4	\$760.00
Construction Cost Estimate and Specifications List		4	4				8	\$2,080.00
Submittals (60%/90%/100%)			2	4	8		14	\$2,240.00
<b>Total Man-Hours / Number of Sheets</b>	<b>20</b>	<b>13</b>	<b>44</b>	<b>70</b>	<b>78</b>	<b>3</b>	<b>208</b>	<b>\$36,635.00</b>
<b>CONTRACT PHASE SERVICES</b>								
Project Administration		1				1	2	\$385.00
Address Bidder's Questions, and Prepare Addendums		4	8	8		2	22	\$4,530.00
<b>Total Man-Hours / Number of Sheets</b>		<b>5</b>	<b>8</b>	<b>8</b>		<b>3</b>	<b>24</b>	<b>\$4,915.00</b>
<b>GRAND TOTAL</b>								<b>\$56,225.00</b>





## **EARTH ENGINEERING, INC.**

*Geotechnical, Materials Testing & Environmental Consultants*  
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • [www.eartheng.com](http://www.eartheng.com)

June 13, 2024

Mr. Travis S. Sellers, P.E., ENV SP  
Senior Vice President  
IDS Engineering Group  
13430 Northwest Freeway, Suite 700  
Houston, Texas 77040

Proposal No.: P-EE2421006-G

Sent Via E-Mail: [TSellers@idseg.com](mailto:TSellers@idseg.com)

Main: 713.462.3178  
Direct: 832.590.7196  
Cell: 281.686.6918

### **GEOTECHNICAL EXPLORATION FOR A CONCRETE PAVEMENT AND DETENTION POND AT FULSHEAR BEND DRIVE IN FORT BEND COUNTY, TX**

Dear Mr. Sellers,

**Earth Engineering, Inc.** is pleased to present this proposal to perform geotechnical Investigation for the above project in Fort Bend County, Texas.

Furnished information indicated that the exiting two lane asphalt road will be converted to a Four-Lane Concrete Road. The total length of the project is about 1,850 feet.

The project also includes improvements to approximately 2,250 linear feet of Jordan / Woods Road north of Fulshear Bend Road.

In addition, an approximately one (1) acre detention pond will be constructed at the road vicinity.

Fort Bend County Engineering Design Manual (March 2022) will be adopted for this project.

- Drilling and sampling eight (8) boring at a depth of 15-feet every 500 feet along the roads alignment.

- Drilling and sampling three (3) boring at a depth of 25-feet at the detention pond area.

## **SCOPE OF WORK**

The scope of our services was specified based on Fort Bend County and Harris County standards and specifications:

1. Drilling and sampling four (4) borings to a depth of 15-feet at proposed road alignment.
2. Drilling and sampling three (3) boring to a depth of 25-feet at the detention pond area.
3. Obtaining continuous soil samples to a depth of 15 feet, then at five (5) foot intervals thereafter to the borings' termination depths.
4. **Earth Engineering** will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).
5. Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, Unconsolidated-Undrained Triaxial test, California Bearing Ratio (CBR), and OMD Standard Compaction as deemed appropriate.
6. Performing Unconfined (UC) or Unconsolidated Undrained (UU) tests on clay samples.
7. Utilizing the results of observations both in the field and in limited laboratory tests, **Earth Engineering** will author a report that will include the following subjects:
  - soil stratigraphy: soil encountered up to 25 feet.
  - groundwater conditions and groundwater control during construction.
  - develop design recommendations for the underground utilities. The recommendations will include buried structures such as manhole etc.
  - Perform slope stability analysis to evaluate the stability of the existing slope. The slope stability analysis will be performed utilizing Geo-Studio computer program. The analysis will include long-term and rapid draw down conditions.
  - Provide slope stabilization methods such clay liner and vegetations if required.
  - classify the soil types in accordance to FBC requirements based on the



characteristics of the soils along the alignment.

- recommend the utilities bedding in accordance with FBC standards and specifications.
  - present subgrade stabilization option such as lime/fly-ash for cohesion-less soils and lime for cohesive soils.
  - recommend construction considerations, as deemed necessary.
  - recommend back-fill material specifications.
- Incorporating all of the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.



## SCHEDULING

We anticipate that the total project duration will be six (6) to eight (8) weeks.

## ESTIMATED FEES

- (4) borings @15' each along the road alignment.
- (3) borings @25' each at the detention pond area.

The total cost for the geotechnical study is estimated to be **\$34,478.00**

SERVICE DESCRIPTION	UNIT FEE	AMOUNT	UNIT	ESTIMATED COST
<b>Field Exploration</b>				
Mobilization/Demobilization	\$746	1	Mob	\$746.00
Drilling and sampling (0-50) feet - 8 borings to 15 feet each. 3 borings to 25 feet each	\$24	195	feet	\$4,680.00
Boring grout	\$13	195	feet	\$2,535.00
Field Engineer supervision and layout	\$122.00	10	hours	\$1,220.00
Vehicle Charge	\$65.00	2	Trips	\$130.00
		<b>Subtotal:</b>		<b>\$9,311.00</b>
<b>Laboratory Testing</b>				
Atterberg Limits (LL, Pi's)	\$76.00	32	tests	\$2,432.00
Moisture Contents	\$12.00	32	tests	\$384.00
Percent Finer than No. 200 Sieve	\$59.00	8	tests	\$472.00
California Bearing Ratio (CBR)	\$259.00	4	tests	\$1,036.00
Unconsolidated Undraind Strength Test	\$77.00	10	tests	\$770.00
Consolidated Undrained Strength Test	\$2,000.00	1	tests	\$2,000.00
PH of Soil	\$21.00	6	tests	\$126.00
Crumb test	\$20.00	10	tests	\$200.00
		<b>Subtotal:</b>		<b>\$7,420.00</b>
<b>Engineering and Report Writing</b>				
Principal Engineer, P.E.	\$266.00	12	hours	\$3,192.00
Senior Geotechnical Engineer	\$218.00	60	hours	\$13,080.00
Support Personnel	\$59.00	25	hours	\$1,475.00
		<b>Subtotal</b>		<b>\$17,747.00</b>
<b>TOTAL</b>				<b>\$34,478.00</b>



## INSURANCE

Earth Engineering inc. maintains the following insurance:

- Professional Liability (errors and omissions): one **million**.
- General Liability: **two million**.
- Workman's Compensation: **one million**.
- Commercial Auto Insurance: **one million**.
- Umbrella Insurance: **five million**

## CLIENT RESPONSIBILITIES

Earth Engineering, Inc. requests that you provide the following information prior to the site visit and our site activities:

- Formal written authorization.
- Name and telephone number of a responsible client contact, if other than yourself.
- Any geotechnical, environmental, geologic, and hydrological report previously prepared for the study area, to which you have access, as well as information regarding any similar report currently being undertaken.
- Any restrictions or limitations to, or requirements for site access to be adhered to by Earth Engineering personnel.

Should you have any questions concerning this proposal or other services we may provide, please feel free to contact us at (713) 681-5311 or by e-mail at [moes@eartheng.com](mailto:moes@eartheng.com). We will be pleased to discuss them with you.

Yours very truly,  
**EARTH ENGINEERING, INC.**

*Moe A. Shihadeh*

Moe A. Shihadeh, P.E., D.GE  
Founding Principal - Diplomate Geotechnical Engineering



**KALUZA**  
INC  
**Consulting Engineers & Surveyors**  
Engineering Firm No. F-1339  
Texas Licensed Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
(281) 341-0808 ■ FAX (281) 341-6333

December 9, 2024

Mr. Travis S. Sellers, P.E., ENV SP  
IDS Engineering Group  
13430 Northwest Freeway, Suite 700  
Houston, Texas 77040

**RE: Surveying Proposal for Topographic Survey along Fulshear Bend Road, City of Fulshear Extra-Territorial Jurisdiction, Fort Bend County, Texas**

Dear Mr. Sellers:

We propose to render professional surveying services in connection with the above-referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements regarding land use, including any special services needed, and to make available pertinent existing data.

Kaluza, Inc., hereinafter called "SURVEYOR," proposes to render professional surveying services to IDS Engineering Group, hereinafter called "CLIENT," to complete the below scope of work on the Project. The Project limits for which these professional services are to be provided is along Fulshear Bend Road, from approximately 100 feet west of the intersection of Farm Market Road 359 along Hunt Road to approximately 2,000 feet east along Fulshear Bend Road to Jordan Road. Also included in the project area is approximately 2,250 linear feet of Jordan / Woods Road north of Fulshear Bend Road. Project area includes 500 feet north and south along Farm Market Road 359 from Fulshear Bend Road intersection. Jordan Road project area will include 200 feet north and south from Fulshear Bend Road intersection.

**I. Scope of Work (Basic Surveying Services)**

**A. Topographic Surveying Services**

Research subdivision plats, rights-of-way, easements and other available survey elements, which may affect the physical boundaries of the project; All the easements with volume and page numbers shall be identified and labeled on the survey submittal; Research Fort Bend County Official Records for current deeds and plats for property affected by the Project; Research County records and public utilities record for existing documents of utilities; Office calculations necessary to check location of the right-of-way line in relation to features found during the course of the topographic survey; Establish horizontal and vertical survey control points at spacing of approximately 1,000 feet along the pavement reconstruction alignment; Reference all survey work to state plane coordinate system and to current Fort Bend County elevation control; Prepare survey control data strip map of existing and proposed

right-of-way alignment for horizontal and vertical control points; Provide 24" x 36" .pdfs of survey control map and control sketches; Identify roadways, driveways, alleys and sidewalks with pavement type; Show centerlines and angles of intersection of the side street(s) with main roadway centerline, as necessary; Show all mailboxes, road signs and signal posts; Locate and describe any trees, bushes or other landscaping plants; Provide tree caliper and type of tree for all trees over 2 inches in diameter; Show all visible utilities found during the course of obtaining field work; Show on plan view drawings, all underground features and utilities within the Project limits from as-built drawings; Show building structures within 50' of road right-of-way; Locate vegetation lines and special landscaping; Survey boring logs and obtain surface elevation; Topographic work will extend 30' beyond the right-of-way; and Deliver files in Civil 3D 2018; Provide a plan view strip map of topographic survey with appropriate labels.

**Fee Amount = \$ 36,975.00**

**B. Parcel Acquisition: (13 Tracts of Land Assumed)**

Meet with IDS Engineering Group and County Staff to determine final location of right-of-way acquisition; Prepare individual metes and bounds descriptions of additional right-of-way acquisition; Prepare individual Category 1A Survey Map of right-of-way on 8-1/2" x 11" legible print showing visual representation, as well as, any other pertinent information that needs to be shown; Set property acquisition monumentation for each individual parcel; and Surveying services for retracement and monumentation of the existing rights-of-way and easement. (13 Parcels @ \$1,700.00 each). Parcel mapping information shall be provided within one month of the agreement with County on ROW acquisition areas.

**Fee Amount = \$ 22,100.00**

**C. Abstracting and Title Research: (13 Tracts of Land Assumed)**

Provide professional abstracting and title research for legal documents; Title search will show names of all property owners, lienholders and reference legal documents associated with land; and 13 abstract certificates at \$800.00 per certificate.

**Fee Amount = \$ 10,400.00**

**D. Offsite Detention Pond**

Provide professional surveying service on approximately 2 acres of land to include topographic services outside the immediate R.O.W., include parcel acquisition and abstracting.

**Fee Amount =  
\$6,200.00/Ac x 2 Acres = \$ 12,400.00**

**Additional Services**

If authorized by the CLIENT, SURVEYOR will furnish the following Additional Services that are not considered part of the Basic Surveying Services Scope of Work. Additional Services beyond anticipated Basic Services shall be paid for on an hourly basis at the rate shown in the Schedule of Hourly Rates by Personnel Classification (Exhibit "A").

## **II. Additional Surveying Services Anticipated for this Project:**

### **A. Prepare Temporary Construction Easement**

Fee Amount = \$ 1,500.00 per Easement

### **B. Re-establish control staking –**

Fee Amount = \$ 1,700.00

### **C. Construction Staking –**

Construction Surveying Services will be performed once during a single mobilization prior to commencement of construction. These services will not be performed on an ongoing basis during the construction process without additional compensation. Construction Surveying Services interim ROW staking every 100 feet, at angle points and at the beginning and end of curves., clearing staking and utility relocation staking. The proposal does not include construction layout.

Fee Amount = \$ 14,960.00

It is understood that this proposal and fees do not include the following:

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, studies, or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes and/or condemnation proceedings.
4. Assistance to CLIENT as an expert witness in any litigation with third parties, arising from the development or construction of the project, including preparation of engineering data and reports.
5. Services after issuance of Certificate of Completion, and any other special or miscellaneous assignments specifically authorized by the CLIENT.
6. Topographic survey for detention pond or offsite drainage facilities outside the immediate right of way area.

## **Schedule**

Professional Services for the project can commence within ten (10) days of the receipt of a copy of this proposal signed by the CLIENT. It is anticipated that completion of the Project can be completed within ninety (90) days from the proposal signed date.

## **Summary of Compensation**

Surveying services to be provided under this contract shall be compensated as outlined below:

### **I. Basic Surveying Services:**

A. Topographic Surveying Services =	\$ 36,975.00
B. Parcel Acquisition: (13 Tracts of Land Assumed) =	\$ 22,100.00
C. Abstracting & Title Research: (13 Tracts of Land Assumed) =	\$ 10,400.00
D. Offsite Detention Pond (Approximately 2 acres) =	<u>\$ 12,400.00</u>

**Total Surveying Fees for  
Basic Surveying Services =**

**\$ 81,875.00**



SURVEYOR will invoice CLIENT monthly for services rendered during the preceding month. Invoices will be based on the ENGINEER'S estimate of percentage completion to date of invoice.

CLIENT agrees to remit SURVEYOR'S invoices in full within thirty (30) days of receipt of billing.

Total fees are based on the time for completion of all work described above for the specified amounts, provided that the Owner does not change or increase the scope of work. Additional services beyond those items described will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A."

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of surveys, or professional advice, except that they are prepared, issued, and performed in accordance with accepted professional engineering and surveying practices. Additionally, it is the desire of our firm to comply with other applicable Federal, State, County, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to collaborating with you on this project.

Cordially,

**KALUZA, INC.**

*Llarance L. Turner*

Llarance L. Turner, R.P.L.S.  
President

Attachment

\_\_\_\_\_  
Accepted - Title

\_\_\_\_\_  
Date

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION**  
**Effective January 2024**

**KALUZA, INC.**  
**CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

**ENGINEERING, SURVEYING, AND DRAFTING**

Principal.....	\$ 235.00/Hour
Sr. Project Manager.....	\$ 205.00/Hour
Project Manager.....	\$ 185.00/Hour
Survey Manager.....	\$ 175.00/Hour
Project Engineer.....	\$ 150.00/Hour
Project Surveyor.....	\$ 130.00/Hour
Sr. Designer.....	\$ 120.00/Hour
Designer.....	\$ 110.00/Hour
CAD Technician.....	\$ 95.00/Hour
Contract Coordinator.....	\$ 80.00/Hour
Administrative Assistant.....	\$ 70.00/Hour
Field Party (2 Men).....	\$ 165.00/Hour
Field Party (3 Men).....	\$ 180.00/Hour
Field Party (4 Men).....	\$ 190.00/Hour
Construction Observation.....	\$ 950.00/Day

**ADDITIONAL EXPENSES**

1.     Reproduction Work - At prevailing commercial rate.
2.     Field Note Descriptions - \$95.00/Set.
3.     ATV Rental - \$145.00/Day.
4.     Other Consultants - At cost plus 10% for handling.
5.     All Other Expenses - At cost plus 10% for handling.
6.     Global Positioning System (GPS) Surveying an additional charge of \$45.00 per hour will be charged for equipment.

**Charges are due and payable within thirty (30) days after receipt of invoice.**  
**Interest will be charged at the rate of 1.5% per month for late payments.**



*Consulting Engineers & Surveyors*

**Engineering Firm No. F-1339   Surveying Firm No. 10010000**

**3014 Avenue I, Rosenberg, Texas 77471**

**Phone: (281) 341-0808**

**Fax: (281) 341-6333**

*Rates Subject to Change*