

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Trammel Fresno Road Signal Project No. 20232x)

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 Progressive Consulting Engineers, PLLC (“Engineer”), a Texas limited liability company. County and Engineer may be referred to individually as a “Party” or collectively as the “Parties.”

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

WHEREAS, County desires for Engineer to provide such traffic study analysis and roadway design improvement services along Trammel Fresno Road near State Highway 6 under Mobility Bond Project No. 20232x; 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 One Hundred Ninety Three Thousand Eight Hundred Ninety Eight and 41/100 Dollars (\$193,898.41). 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 \$193,898.41. 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 \$193,898.41 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 \$193,898.41.

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

21. **Assignment.** Engineer shall not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

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

If to Engineer: Progressive Consulting Engineers, PLLC
16360 Park Texn Place, Suite 106
Houston, Texas 77084

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. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
42. **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.

{Execution Page Follows}

{Remainder of Page Intentionally Left Blank}

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

**PROGRESSIVE CONSULTING ENGINEERS,
PLLC**

KP George, County Judge



Authorized Agent – Signature

Date

Mohamamd Irfan, PE, PTOE
Authorized Agent- Printed Name

ATTEST:

President
Title

Laura Richard, County Clerk

May 19, 2025
Date

APPROVED:



J. Stacy Sawinski, 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 10, 2025

Mr. J. Stacy Slawinski, P.E.
Fort Bend County Engineer
301 Jackson St., Suite 401
Richmond, TX 77469

Re: Fee Proposal for 1) Traffic Study with a Signal Warrant Analysis, 2) Traffic Signal Design Services, 3) Left & Right Turn Lane Design Improvements, 4) Widening on Kitty-Hollow Park Dr to Align with the Trammel Fresno Road Connector at State Highway 6.
FORT BEND COUNTY, TEXAS

Dear Mr. Slawinski:

Progressive Consulting Engineers, PLLC doing business as Progressive Traffic & Transportation (PTT), appreciate the opportunity to submit this lump sum fee proposal to provide the engineering services associated with the referenced project. The proposed project schedule, the scope of services, and the basis of compensation and deliverables are outlined below:

Project Schedule & Scope of Services:

Please refer to **Attachment A** for the Project Schedule and the Scope of Services.

Compensation:

Refer to **Attachment B** for compensation based on the Scope of Services outlined in **Attachment A**. The lump sum fee for these services based on the fixed-price fee is set at **\$193,898.41**. Following is the breakdown of the Tasks:

TASK-1: PROJECT MANAGEMENT, MEETINGS, PROGRESS REPORT, INVOCING & MISCELLANEOUS TASKS	
	TASK-1 Subtotal = \$17,892.00
TASK-2: TRAFFIC STUDY & TRAFFIC SIGNAL WARRANT ANALYSIS (100%)	
	TASK-2 Subtotal = \$18,993.41
TASK-3: FINAL RECOMMENDATION FOR IMPROVEMENTS (Exhibit (11" x 17") with Final Recommendations)	
	TASK-3 Subtotal = \$2,976.00
TASK-4: FINAL ROADWAY DESIGN IMPROVEMENTS	
TASK-4a: REALIGNING AND/OR WIDENING OF KITTY-HOLLOW PARK DR W/TRAMMEL-FRESNO RD (P&P)	
	TASK-4a Subtotal = \$29,361.00
TASK-4b: LEFT TURN LANE DESIGN (Plan & Profile)	
	TASK-4b Subtotal = \$15,828.00
TASK-4c: RIGHT TURN LANE DESIGN (Plan & Profile)	
	TASK-4c Subtotal = \$10,626.00
TASK-4d: TRAFFIC SIGNAL DESIGN	
	TASK-4d: Subtotal = \$37,737.00

Mr. J. Stacy Slawinski, P.E.
County Engineer
February 10, 2025
Sheet 2 of 3

TASK-4e: STANDARDS & TXDOT, FBC & MISSOURI CITY REVIEW

TASK-4e Subtotal = \$11,100.00

TASK-5: SURVEY BY DOUCET & ASSOCIATES, INC. (100%)

TASK-5 Subtotal = \$18,785.00

TASK-6: GEOTECHNICAL STUDY BY NINYO & MOORE (100%)

TASK-6 Subtotal = \$17,100.00

TASK-7: CONSTRUCTION

TASK-7 Subtotal = \$13,500.00

Total Lump Sum Fixed Price Fee for all Combined Tasks 1 THROUGH 7 = \$193,898.41

Refer to **Attachment-B** for Man-hour Breakdown.

NOTE:

This fee includes all direct and indirect cost associated with the performance of the work. The invoice will be submitted monthly based on progress or upon completion of each submittal.

Deliverable:

- As per **Attachment A** and/or as follows:
 - a. A pdf file of the Traffic Study
 - b. 11" x 17" size pdf set at each stage of PS&E submittal.
- 1. DOUCET & ASSOCIATES, INC will be Providing the topographic survey base file for:
 - Lane Improvements in CADD (Geopak tin file in MicroStation, dgn file format, typical).
- 2. NINYO & MOORE will be Providing Geotechnical Study, "N" Reading & Pavement Recommendations.

Mr. J. Stacy Slawinski, P.E.
County Engineer
February 10, 2025
Sheet 3 of 3

Progressive Traffic & Transportation can assure its commitment to you for a product that will exceed your expectations.

Please call me if you should have any questions. Thank you for your time and consideration.

Sincerely,

Progressive Consulting Engineers, PLLC

M. Irfan

Mohammad Irfan, P.E., PTOE
President & Principal Engineer
16360 Park Ten Pl, Suite# 106
Houston, Texas 77084

Tel: (281) 630-5485.
Fax: (281) 394-5636

Enclosures:

Attachment A
Attachment B
Fee Proposal by Doucet & Associates, Inc.
Fee Proposal by Ninyo & Moore



12000 Aerospace Avenue, Suite 450
Houston, TX 77034
Office: 346.250.4425
Fax: 512.583.2601

Doucetengineers.com
TBPLS Firm No. 10194551

April 15, 2025

Mohammad Irfan, PE, PTOE
President & Principal Engineer
Progressive Consulting Engineers, PLLC
Progressive Traffic & Transportation, dba
16360 Park Ten Place., Suite 106, Houston, TX 77084
Phone: 281-206-7494 (W) (281) 206-7495 (D)-Ext 104
281-630-5485 (Cell)

Re: SH 6 @ Kitty Hollow Intersection Survey

Dear Mr. Irfan,

Doucet & Associates, Inc. ("Doucet") is pleased to submit this proposal for Geospatial services for the above referenced project. Please review this proposal and, if acceptable to you, sign it and return it to the undersigned.

PROJECT

It is our understanding that Progressive Consulting Engineers, PLLC (client) is requesting a topographic survey located at SH 6 and Kitty Hollow in Fort Bend County, Texas.

SCOPE OF SERVICES

Doucet proposes to provide Progressive Consulting Engineers, PLLC (Client) the following Land Surveying or Geospatial Services:

A. Topographic Survey (Task 705)

- Limits of topographic survey are shown with RED lines in Exhibit "A" (below).
- The survey will be performed in accordance with TSPS Manual of Practice Category 6 - Condition 2 Topographic Survey. Survey will be based on NAD83(2011) and NAVD88 Geoid 18.
- Coordinates will be established using GPS RTK with corrections (Leica Smartnet).
- Visible improvements within the project limits will be located including
 - roads, safety end treatment (SET), culverts fences, pavement edges, curbs, raised median, pavers, driveways, bollards, park signs, power poles, flag poles, signs, lane line striping, and gates.
- Elevations and grade breaks will be recorded at a minimum of 25' grid.
- Underground public and private utilities will be located including drain and sewer top of casting and inverts and safety end treatments.
- Two temporary benchmarks will be set.
- Elevations will be collected using GPS RTK (Leica Smartnet).
- Existing right of way (ROW) lines for Kitty Hollow Park Dr, Trammel Fresno Rd Connector, and Highway 6 for the project limits will be shown.
- Digital terrain model provided will be in Geopak V8i tin format.

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



DOUCET

Deliverable:

- A PDF of the survey stamped and signed by a registered land surveyor will be provided.
- An electronic copy of the topographic survey will be provided with MicroStation .dgn file format.
- The electronic copy of the topographic survey submittal will include 1-foot contours and digital terrain model in Geopak V8i format.
- Signed and sealed survey control maps with horizontal and vertical control will be provided in pdf format.

B. Re-establish Project Control (Task 710)

- Re-visit project site to recover and/or re-establish any missing or disturbed project control prior to construction.
- Deliverables to include updated control index sheet and control values.

ASSUMPTIONS

- This proposal only includes those items specifically identified in the scope of services above. Any work requested by the Project Team not specifically identified herein shall be considered outside of scope, and shall require approval of a written work scope change order, prior to proceeding with any work.
- Additional services required by the Client that are not outlined above, will be billed to Client based on written amendments to this contract.
- This proposal does not include any fees related to City or other agency reviews, as such all governmental and review fees will be paid by the Client.
- This proposal does not include environmental site assessments, geo-technical site investigations, traffic analysis or engineering, structural engineering, landscape architecture, Flood Studies or mapping or coordination with respective consultants.
- If work is suspended for any reason for more than two months, the fee for remaining work may be re-negotiated.
- Unusual boundary circumstances including necessary research beyond that furnished by a title company, if a title commitment is received, and extensive analysis required due to discrepancies in property descriptions between subject and adjoining property deeds and where inadequate/ insufficient monumentation exists on the ground to meet mandated standards for boundary resolution, or where tracts for which gaps or gore determinations are required, or applicability of archaic, vague or poorly documented descriptions can cause delay and added effort to resolve and requires approval of a supplemental services agreement to address.
- Invoicing for surveying services will align with the deliverable schedule and will be based on lump sum/ percent complete terms.



COMPENSATION

Client will pay Doucet for the Services in accordance with fees listed below. **If this agreement is not executed by Client within 30 days of the date of this proposal, Doucet reserves the right to renegotiate the estimated fees.** The estimated cost of the Services and basis of payment is as follows:

I. Geospatial


Description	Fee Basis	Total Fee
A. Topographic Survey (Task 705)	Lump Sum	\$ 15,971.00
B. Re-establish Project Control (Task 710)	Lump Sum	\$ 2,814.00
Project Totals:		\$ 18,785.00

APPROVAL

If you have any questions regarding this proposal, please feel free to contact me.

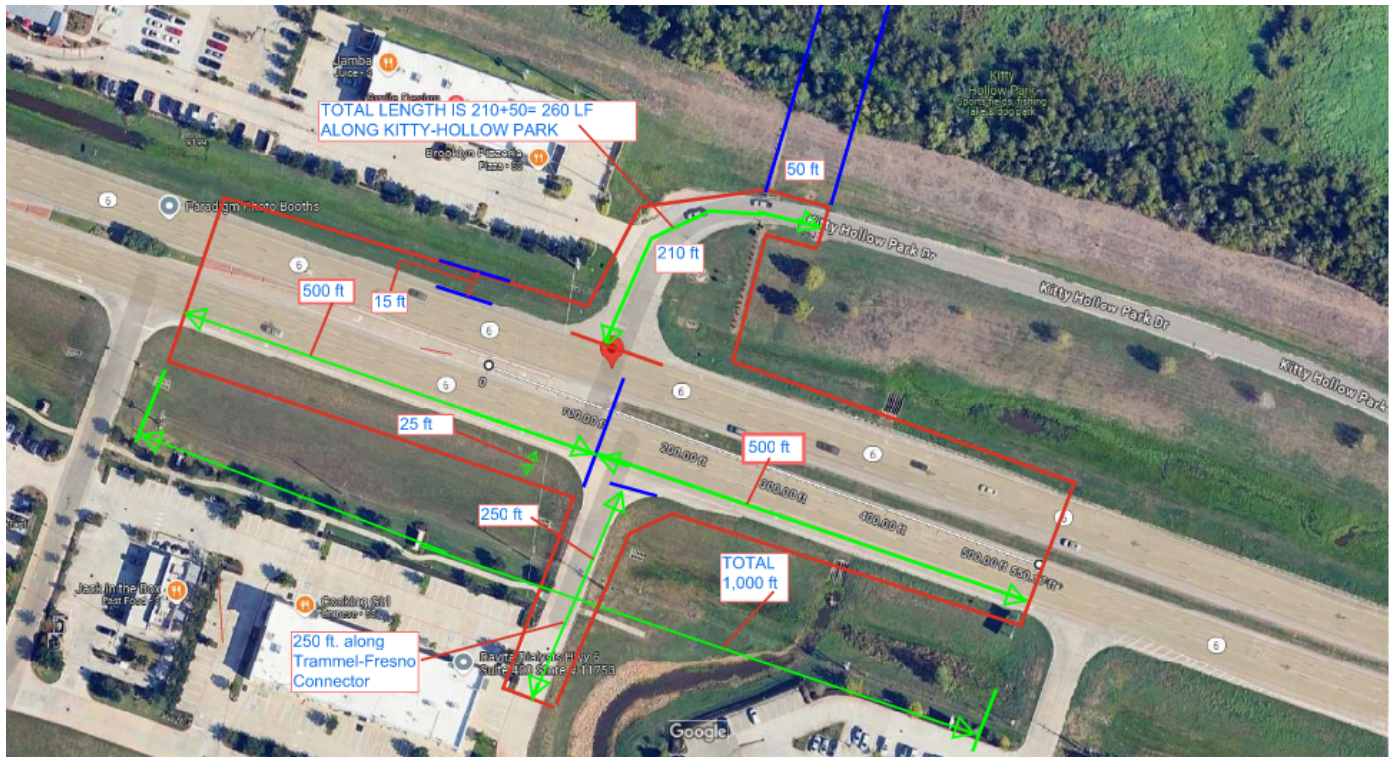
We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of your team.

Sincerely,


Dillon Fugate, R.P.L.S.
Division Manager, Geospatial

TBPE Firm #3937
TBPELS Firm #10194551

Exhibit "A"



August 29, 2024
Proposal No. 16-01701

Mr. Mohammad Irfan, PE, PTOE
Progressive Consulting Engineers, PLLC
16360 Park Ten Place, Suite 106
Houston, Texas 77084

Subject: Proposal to Perform Geotechnical Evaluation
Traffic Signal Installation and State Highway 6 Left Turn Lane
Intersection of State Highway 6 and Kitty Hollow Park Drive
Missouri City, Texas

Dear Mr. Irfan:

We are pleased to present this revised proposal to perform a geotechnical evaluation for the subject project. This proposal was prepared based on the information that we received from Progressive Consulting Engineers, PLLC and outlines our scope of services, anticipated schedule, and lump sum fee for this phase of work.

SITE AND PROJECT DESCRIPTION

We understand the project consists of the design and construction of a traffic signal and a left turn lane approximately 250-300 feet long on westbound State Highway (SH) 6 approach at Kitty Hollow Park Drive. The traffic signal will be installed at the intersection of SH 6 and Kitty Hollow Park Drive. We understand that Kitty Hollow Park Drive will be aligned with the South leg and the roadways will be paved with concrete along SH 6 and with concrete/asphalt along Kitty Hollow Park Drive.

SCOPE OF SERVICES

- Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- Perform a reconnaissance of the project site and mark out proposed boring locations. We will contact Texas811 prior to exploration.
- Core the pavement in three locations to evaluate the pavement thickness. One core will be in the westbound inside lane of SH 6. Two cores will be performed on Kitty Hollow, one in the concrete and one in the asphalt.
- Drill, log, and sample three exploratory borings to depths ranging from approximately 15 to 30 feet below the ground surface (bgs). Two borings will be drilled for the planned traffic signals

and will be drilled to depths of 30 feet bgs. One boring will be drilled for the planned turn lane, and will be drilled to depths of about 15 feet bgs.

- Collect geotechnical soil samples continuously. Samples will be taken using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis. We will also perform Texas Cone Penetration (TCP) tests at 5-foot intervals in general accordance with TxDOT guidelines.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, and strength testing.
- Prepare a geotechnical report presenting the results of our evaluation. The report will be sealed by a Professional Engineer licensed in the State of Texas, and will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Maps and boring plans;
 - Boring logs and laboratory test results;
 - Subsurface soil and groundwater conditions, including existing pavement section;
 - Earthwork considerations;
 - Excavation characteristics of onsite soils;
 - Potential for re-use of onsite soils;
 - Utility trench excavation, pipe bedding, and backfill recommendations;
 - OSHA soil classifications and trench safety;
 - Provide Texas Cone Penetrometer N-value for use by others for design of the traffic signal foundation per TXDOT guidelines;
 - Subgrade preparation; and
 - Concrete and asphalt pavement recommendations.

ASSUMPTIONS

- The locations are accessible to drilling equipment and site access will be granted.
- Per TxDOT guidelines, traffic control will be needed, as our borings will be performed less than 15 feet from the edge of the existing roadway.
- The boreholes can be backfilled with soil cuttings from the drilling activities.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.

- Except as needed for TxDOT approval, Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

SCHEDULE

We are prepared to initiate this project immediately upon receiving your authorization to proceed. Assuming that there are no delays due to inclement weather or site access restrictions, we anticipate that our fieldwork will be performed within about two weeks after receipt of the notice to proceed. We anticipate issuing a report within about three weeks after fieldwork is completed.

FEE


We propose to provide our services for the fees presented below in Table 1.

Table 1 – Fee Estimate	
Item	Fee
Base Scope of Services	\$12,100 – Lump Sum
Traffic Control (Anticipated 2 days)	\$2,500 per day (Estimate \$5,000)
Total Fee:	\$17,100

Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

To authorize our services, please provide an Agreement for Professional Services. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Ron Gutierrez
Graduate Engineer

RAG/JTS/lis



Jay Sunderwala, PE
Managing Principal Engineer

September 30, 2024



Mohammad Irfan, PE, PTOE
President & Principal Engineer
Progressive Consulting Engineers, PLLC
Progressive Traffic & Transportation, dba
16360 Park Ten Place., Suite 106, Houston, TX 77084
Phone: 281-206-7494 (W) (281) 206-7495 (D)-Ext 104
281-630-5485 (Cell)
mirfan@pcehouston.com

WORK AUTHORIZATION AGREEMENT

GRAM Traffic Counting Inc. will conduct the following data collection in Missouri City, Texas for the project information provided, *if applicable*:

Special Collection Instructions: _____
(i.e. Date, Weather Conditions, Weekday/Weekend, Etc.)

12-Hour Turning Movement Counts (6:30AM-6:30PM) (Vehicles, Heavy Vehicles, Pedestrians)

1. SH 6 & Kitty-Hollow Park Rd

24-Hour Volume & Speed Counts

1. SH 6 WB, East of Kitty Hollow Park Rd
2. SH 6 EB, West of Kitty Hollow Park Rd

24-Hour Volume Counts

3. Trammel Fresno Rd, West of Anita Hotel Driveway

Service	Counters	Units	Rate	Totals
12-Hour Turning Movement Count(s)	1	x 1 period(s)	\$800.00 /per period=	Sub Total \$800.00
24-Hour Volume & Speed Count(s)	2	x 1 day(s)	\$250.00 /per day=	Sub Total \$500.00
24-Hour Volume Count(s)	1	x 1 day(s)	\$200.00 /per day=	Sub Total \$200.00
Travel Time (After 1st Hour)	2	x 2.5 hour(s)	\$35.00 /per hour=	Sub Total \$175.00
Project Manager	1	x 1 hour(s)	\$50.00 /per hour=	Sub Total \$50.00
Number of Miles	161.80	miles	\$0.670 /per mile=	Sub Total \$108.41
				Total \$1,833.41

Corporate Office
3751 FM 1105, Bldg. A
Georgetown, TX 78626
Stacie Bittner, President

Houston
13940 Bammel North Houston Rd, Ste. 216
Houston, TX 77066
Randall Smith, Branch Manager

San Antonio
6323 Sovereign Drive, Ste. 178
San Antonio, TX 78229
Anthony Holguin, Branch Manager

Project Total = \$1,833.41



NOTICE: Unless otherwise noted by a provided contract with specific fees and rates with set terms and conditions for the work to be completed by GRAM, the client agrees to pay the rates and fees as quoted and agreed to in this Work Authorization Agreement. Price is good for 90 days from the date of this work authorization or for the duration of the respective contract as it pertains. *The information gathered and provided under this work authorization is proprietary to the client authorizing the requested work and may not be sold to others by GRAM or its affiliates.*

Special Invoicing Instructions (Check All Applicable):

_____ Project Number
_____ Project Name
_____ Project Manager
_____ TxDOT/City/County Contract Number: _____
_____ Special Documentation/Back Up Required with Invoice: _____
_____ Special Attention to: _____
_____ Other: _____

Corporate Office

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San Antonio, TX 78229
Anthony Holguin, Branch Manager

Attachment- A

Project Schedule & Scope of Services

<u>Project Number:</u>	20232x	<u>Proposed Project Schedule</u>	
<u>Project Name:</u>	Intersection Improvements at State Highway 6 at Kitty-Hollow Park Drive/Trammel–Fresno Road Connector	Court/ Notice to Proceed:	3/10/2025
<u>Project Limits:</u>	-500 ft along SH 6 on each east and west of Kitty Hollow Park Drive -Along Kitty Hollow Park from Park Entrance to SH 6 -Along Trammel Fresno Connector Road from 6 to 50 south of SH 6.	30% Submittal (Traffic Study & one Exhibit w/Proposed Improvements:	3/31/2025
<u>Length:</u>	-Approximately 230 ft along Kitty Hollow Park Drive, -Approximately 50-75 ft. along Trammel Fresno Connector Road -Approximately 1,000 ft along SH 6	70% Submittal:	5/19/2025
<u>Construction Cost:</u>	\$1,200,000.00 Approximately	95% Submittal:	6/27/2025
<u>Construction Time:</u>	6 months (to be verified by engineer)	Final Submittal:	7/28/2025

Project Scope

Project Location:

Intersection Improvements at State Highway 6 at Kitty-Hollow Park Drive/Trammel–Fresno Road Connector

Project Description:

The project includes a traffic study with a traffic signal warrant and turn lane analyses, design and construction of a traffic signal and turn lanes at the intersection of State Highway 6 at Kitty-Hollow Park Drive/Trammel-Fresno Road Connector, the turn lane evaluation for the westbound State Highway 6 approach with the turn lane design, realigning the Kitty-Hollow Park Drive to Trammel-Fresno Road connector with a raised median on Kitty-Hollow Park Drive.

The following tasks are included with the scope of services:

Scope of Services:

- I. **Recommendations for Improvements** – 30% Submittal (with the final Traffic Study & one Exhibit 11" x

17" w/Proposed Improvements).

Traffic Study – The design Consultant will perform a traffic study consisted of the traffic signal warrant analysis and the turn lane analysis for the intersection of Kitty-Hollow Park Drive/ Trammel Fresno Road Connector at State Highway 6.

- a. **Site Visit** - Design Consultant shall visit the site, observe and photograph existing conditions noting the road condition, new construction around the road, visible existing utilities, and anything that could impact the design or construction process. Design Consultant will advise Program Manager of any issues they observe during their site visit.

b. Topographic Survey (SCOPE OF SERVICES)

Doucet proposes to provide Progressive Consulting Engineers, PLLC (Client) the following Land Surveying or Geospatial Services:

- Limits of topographic survey are shown with RED lines in Exhibit "A" (below).
- The survey will be performed in accordance with TSPS Manual of Practice Category 6 - Condition 2 Topographic Survey. The survey will be based on NAD83(2011) and NAVD88 Geoid 18.
- Coordinates will be established using GPS RTK with corrections (Leica Smartnet).
- Visible improvements within the project limits will be located including roads, safety end treatment (SET), culverts fences, pavement edges, curbs, raised median, pavers, driveways, bollards, park signs, power poles, flag poles, signs, lane line striping, and gates.
- Elevations and grade breaks will be recorded at a minimum of 25' grid.
- Underground public and private utilities will be located including drain and sewer top of casting and inverts and safety end treatments.
- Two temporary benchmarks will be set.
- Elevations will be collected using GPS RTK (Leica Smartnet).
- Existing right of way (ROW) lines for Kitty Hollow Park Dr, Trammel Fresno Rd Connector, and Highway 6 for the project limits will be shown.
- Digital terrain model provided will be in Geopak V8i tin format.
- The proposal also includes one meeting on site to re-establish control and survey staking when construction starts.

Survey Deliverable:

- A PDF of the survey stamped and signed by a registered land surveyor will be provided.
- An electronic copy of the topographic survey will be provided with MicroStation .dgn file format.
- The electronic copy of the topographic survey submittal will include 1-foot contours and digital terrain model in Geopak V8i format.
- Signed and sealed survey control maps with horizontal and vertical control will be provided in pdf format.

Re-establish Project Control (Task 710)

- Re-visit project site to recover and/or re-establish any missing or disturbed project control prior to construction.
- Deliverables to include updated control index sheet and control values.

c. Geotechnical Investigation – SCOPE OF SERVICES

The Design Consultant understands that the project consists of the design and construction of a traffic signal and a left turn lane approximately 250-300 feet long on westbound State Highway (SH) 6 approach at Kitty Hollow Park Drive. The traffic signal will be installed at the intersection of SH 6 and Kitty Hollow Park Drive. We understand that Kitty Hollow Park Drive will be aligned with the South leg and the roadways will be paved with concrete along SH 6 and with concrete/asphalt along Kitty Hollow Park Drive. The geotechnical study will follow the following scope of services:

- Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- Perform a reconnaissance of the project site and mark out proposed boring locations. We will contact Texas811 prior to exploration.
- Core the pavement in three locations to evaluate the pavement thickness. One core will be in the westbound inside lane of SH 6. Two cores will be performed on Kitty Hollow, one in concrete and one in asphalt.
- Drill, log, and sample three exploratory borings to depths ranging from approximately 15 to 30 feet below the ground surface (bgs). Two borings will be drilled for the planned traffic signals and will be drilled to depths of 30 feet bgs. One boring will be drilled for the planned turn lane and will be drilled to depths of about 15 feet bgs.
- Collect geotechnical soil samples continuously. Samples will be taken using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis. We will also perform Texas Cone Penetration (TCP) tests at 5-foot intervals in general accordance with TxDOT guidelines.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, and strength testing.
- Prepare a geotechnical report presenting the results of our evaluation. The report will be sealed by a Professional Engineer licensed in the State of Texas, and will include the following:
 - Description of work scope, laboratory, and field procedures.
 - Maps and boring plans.
 - Boring logs and laboratory test results.
 - Subsurface soil and groundwater conditions, including existing pavement section.

- Earthwork considerations.
- Excavation characteristics of onsite soils.
- Potential for re-use of onsite soil.
- Utility trench excavation, pipe bedding, and backfill recommendations.
- OSHA soil classifications and trench safety.
- Provide Texas Cone Penetrometer N-value for use by others for design of the traffic signal foundation per TXDOT guidelines;
- Subgrade preparation; and
- Concrete and asphalt pavement recommendations.

II. Phase 2 – Final Design

- a. The final design will include the realigning the Kitty-Hollow Park Drive to Trammel Fresno Road Connector, the proposed turn lanes, and the ornamental mast-arm system traffic signal design. The Design Consultant shall develop and submit construction plans and cost estimates at 70%, 95% (consider final but not sealed/signed), and 100% (Final complete) design stages for review by the Program Manager, Fort Bend County, Utility companies, municipalities, and any other entities necessary to gain approval to progress to construction. The 95% and Final submittals will include a complete bid form and Project Manual ready for bidding. The bid form must be in spreadsheet format and have all cells locked except the ones where unit cost will be input. The construction plans and other items shall be submitted in a clean PDF format for all submittals. If hard copies are required to gain plan approval, the Design Consultant shall provide them.
- b. **Design Criteria** – The Design Consultant will make every effort to design the project to conform to the requirements of the following design manuals. The Design Consultant will request approval from the Program Manager before proceeding with any designs that do not comply with Fort Bend County criteria. However, if the project is in a city jurisdiction, the engineer shall confirm with such entity on the criteria and standards to be used.
 - i. Fort Bend County Engineering Department - Engineering Design Manual (Latest Edition)
<https://www.fortbendcountytexas.gov/sites/default/files/2023-07/20220301-Engineering-Design-Manual.pdf>
 - ii. Fort Bend County Drainage Criteria Manual (Latest Revision)
<https://www.fortbendcountytexas.gov/government/departments/county-services/drainage->

- iii. Texas Department of Transportation (TxDOT) (use if FBC or HC do not have a criteria or standard on a specific item)- Various design guidelines are available from the Texas Department of Transportation. The Design Consultant shall use the latest revision available.
- iv. Texas Manual on Uniform Traffic Control Devices (TMUTCD), published by TxDOT.
- c. **Removal** - The Design Consultant should prepare plan view only plans to show the removal of the existing gravel road, drainage piping, drainage structures, driveways, trees, fences, signs, and other undesirable items will be removed to provide a clear right of way for road and drainage construction. Positive drainage and access to occupied adjacent properties will be maintained at all times.
- d. **Roadway Turn Lane Improvements** - The Design Consultant should progress the development of the approved traffic signal and turn lane (s) design to construction ready plans including plan and profile drawings with all existing and proposed features. Utilize Fort Bend County and TxDOT standard drawings and supplements with any necessary custom details or special details.
- e. **Traffic Control Plan** – The Traffic Control Plan (TCP) shall be designed to always provide access to existing driveways during construction. If an existing road cannot accommodate two-way traffic during construction, the Design Consultant should implement a detour and close one lane. In case of implementing a detour, the traffic flow should remain in the same direction for the duration of construction. Do not change the traffic flow direction at any point during construction. Placement of temporary pavement will not be permitted for this purpose.
- f. **General Notes and Specifications** – The engineer will prepare final roadway and traffic signal design general notes documents and specification list in Microsoft Word format.
- g. **Standard Drawings** – The engineer will select TxDOT and Missouri City standard drawings applicable to the project.
- h. **Quantity Takeoffs and Quantity Summaries** – Quantities will be determined and included on summary sheets. The quantities will be included in tables and organized according to the bid item codes that will be used for construction. Quantities will be organized by item per sheet and totaled for the item and the project.
- i. **Construction Cost Estimate** – If required, the construction cost estimate will be prepared based on plan quantities in standard TxDOT bid format at the 70%, 95%, and final 100% submittal stages of the project. More detailed and refined quantities will be updated for each successive submittal. All estimates shall be in Microsoft Excel format.

- j. **Site Visit** - Design Consultant shall visit the site prior to the 100% submittal, observe and photograph existing conditions noting the road condition, new construction around the road, changes to existing utilities, and anything that could impact the construction process. The Design Consultant will advise the Program Manager of any issues they observe during their site visit and update the plans accordingly.
- k. **Permitting/Coordination** – The Design Consultant will submit the traffic study and the PS&E plans to the FBC Engineering and TxDOT local area office for review and approval.
- l. **Bidding** – The Design Consultant will attend the Pre-Bid Conference and provide responses to any technical questions received from the potential bidders. The Program Manager will prepare a detailed bid tabulation to include all bid items, and all bidders organized from lowest to highest bidder. The Program Manager will check the references of the lowest or most advantageous bidder and make a recommendation for contract award. The Design Consultant will review the bid tabulation and bidder references and confirm providing comments or confirming they have no concerns.

III. Phase 3 – Construction Phase Services

Fort Bend County will contract with another firm for Construction Management of the Project. The Design Consultant's services during construction will include the following tasks. This part of the proposal shall be in times and materials with a cap not to exceed \$30K. At times of incoming this fee, the design engineer shall provide details of the changes, including hours per person and titles, and comments on each task performed.

- a. Attend the Pre-Construction Conference
- b. Review Contractor's submittals
- c. Provide responses to the Contractor's Requests for Information
- d. Prepare the Record Drawings

IV. Project Management

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

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

- b.** Design Consultant will designate 2 representatives to be the secure account holders to interact with Fort Bend County's project management software "MasterWorks" and receive training, if necessary.
- c.** The Design Consultant will develop the agenda and conduct monthly progress meetings with the Program Manager. The agenda is due to the Program Manager 2 days prior to the progress meeting for verification of the topics to be discussed. Progress meetings can be held via TEAMS or in-person at either the Program Manager's office or the Engineers office at the discretion of the Program Manager. The frequency of the meetings can be increased or decreased depending on the progress of the project.
- d.** The Design Consultant shall provide meeting minutes for all Meetings with Fort Bend County, the Program Manager, public or private utilities, or landowners.
- e.** The Design Consultant will provide a simple written monthly progress report to coincide with the last day of the Design Consultant's billing period for each month. Progress reports will include action items for the following month and shall be included with the Engineer's invoices.
- f.** The design Consultant shall coordinate and attend project related meetings as needed.
- g.** Design Consultant shall conduct regular meetings with their subcontracted firms and document all communications. The Engineer shall ensure that all work products from their subcontracted firms are received and secured in a timely fashion. The Engineer shall provide work products as requested by Fort Bend County or the Program Manager per the schedule and upon request.
- h.** Design Consultant is responsible for timely invoicing of their work and subcontractor's work. Design Consultant shall submit their invoice to the Program Manager via email for confirmation that the invoice is acceptable in format and progress. Once confirmed by the Program Manager, Design Consultant is responsible for uploading their invoices to Masterworks and notifying the Program Manager. Design Consultant is responsible for paying their subcontractors, if any, within 30 days of receipt of payment from Fort Bend County.
- i.** Design Consultant shall develop and maintain a detailed project schedule. The updated project schedule will be reviewed at the monthly Progress Meetings. Allow 2 weeks for the Program Manager review of the 70% submittal and Final submittals and 3 weeks to review the 95% submittal.
- j.** The Design Consultant shall obtain all plan approvals and permits necessary for the project to proceed with construction.

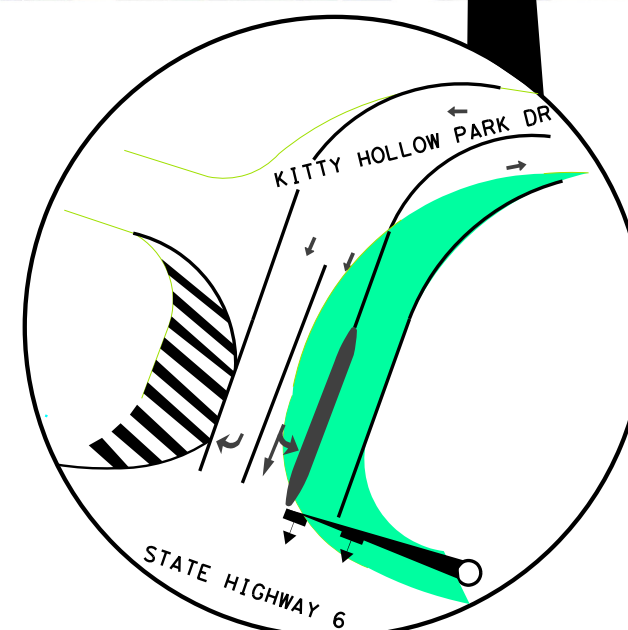
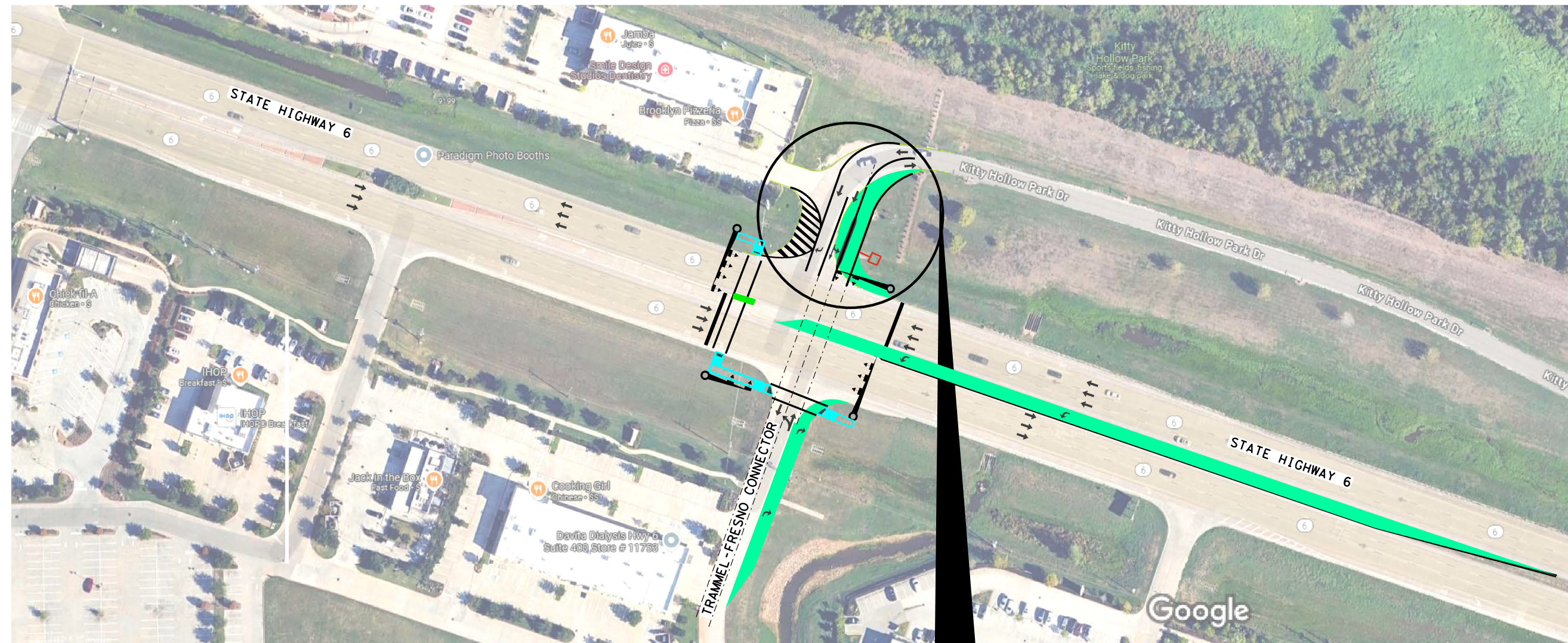
LEGEND:



PROPOSED ROADWAY IMPROVEMENTS



PROPOSED ORNAMENTAL TRAFFIC SIGNAL POLE



N. T. S.

Progressive
Traffic & Transportation
Engineers, Planners & Managers

STATE HIGHWAY 6 AT
KITTY HOLLOW PARK DRIVE

**PROPOSED ROADWAY &
TRAFFIC SIGNAL
IMPROVEMENTS**



Attachment-B

Man-Hour Breakdown

Kitty-Hollow Park Dr/State Highway 6 Intersection (Traffic Signal Installation, Left & Right Turn Lane Improvements on SH 6 and Kitty-Hollow Park Drive Widening to align with the Trammel-Fresno Connector)										
Consultant Name: Progressive Traffic & Transportation, dba (PTT)				No. of	Project	Senior	Project	Senior	Construction	Admin
Date: December 5, 2024				Sheet	Manager	Engineer	Engineer	Technician/CADD	Inspector	Assistant
Billing Rate					\$255.00	\$255.00	\$195.00	\$147.00	\$165.00	\$75.00
Task No.	Description	Billing Rate Per Hour	Raw Salary Factor		\$85.00	\$85.00	\$65.00	\$49.00	\$55.00	\$25.00
					3	3	3	3	3	3
LEVEL OF EFFORT										
TASK-1	PROJECT MANAGEMENT, MEETINGS, PROGRESS REPORT, INVOCING & MISCELLANEOUS TASKS									
Task-1a	Project Management, Meetings, Invoicing, Progress Report & Construction Bid Package Preparation									
Task-1b	TxDOT Submittal, Meeting & Coordination, & Plans Approval, plus Coordination with the Manufacturer of the Ornamental Poles for Updated Signed Standards									
Task-1c	Field Visit / Investigation									
Task-1d	Coordination with GRAM (Traffic Counts), Doucet (Survey), Ninyo & Moore (Geotech) and Field Meetings with Center Point (for SOL									
Task-1 Sub Total Hours									92	TASK-1 Subtotal
										\$17,892.00
TASK-2	TRAFFIC STUDY & TRAFFIC SIGNAL WARRANT ANALYSIS (100%)									
Task-2a	Investigation and/or efforts to obtain the TIAs/Traffic Studies done by the Existing Retailers for the FBC, and evaluate the old and new data for the future condition.									
Task-2b	Traffic Signal Warrant Study, Left & Right Turn Lane Analysis, Intersection Capacity Analysis (Kitty-Hollow Park dr/Trammel-Fresno Connector & State Highway 6)									
Task-2c	Traffic Data Collection by others, 12-hours turning movement counts on SH 6 at Kitty-Hollow Park Dr Intersection, Bi-directional Speed Counts on SH 6, Bi-directional ADTs on the Existing Trammel-Fresno Road									
Task-2 Sub Total Hours									88	TASK-2 Subtotal
										\$18,993.41
TASK-3	FINAL RECOMMENDATION FOR IMPROVEMENTS									
Task-3a	Exhibit (11" x 17") with Final Recommendations									
Task-3 Sub Total Hours									16	TASK-3 Subtotal
										\$2,976.00
TASK-4	FINAL DESIGN (Combined PS&E Realigning Kitty-Hollow Park Dr with Trammel Fresno Rd (P&P), Left Turn Lane Design (P&P), & Right Turn Lane Design (P&P), & Traffic Signal Design									
TASK-4a	REALIGNING AND/OR WIDENING OF KITTY-HOLLOW PARK DRIVE WITH TRAMMEL-FRESNO ROAD (Plan & Profile)									
Task-4a1	Title Sheet (1 sheet)									
Task-4a2	General Construction Notes (Traffic Signal & Roadway, Combined)									
Task-4a3	Summary of Quantities and Cost Estimate (Combined)									
Task-4a4	Removal Plan (1 sheet)									
Task-4a5	Roadway Improvement, Widening to Realign Kitty Hollow Park w/Trammel Fresno Connector, Design of a Raised Median Improvements on Kitty-Hollow Park (1 to 2 P&P Sheets)									
Task-4a6	Traffic Contgrol Plan (TCP-Phase-1, 1 to 2 sheets)									
Task-4a Sub Total Hours									175	TASK-4a Subtotal
										\$29,361.00
TASK-4b	LEFT TURN LANE DESIGN (Plan & Profile)									
Task-4b1	Removal Plan (1 sheet)									
Task-4b2	Left Turn Lane Rdwy Improvement Plan for WB SH 6 Approach at Trammel Fresno Road Connector/Kitty Hollow Park Drive (1 to 2 P&P Sheet)									
Task-4b3	Traffic Control Plan (TCP Phase-2 for constructing the LTL with TCP Notes, 1-2 sheets)									
Task-4b Sub Total Hours									92	TASK-4b Subtotal
										\$15,828.00
TASK-4c	RIGHT TURN LANE DESIGN (Plan & Profile)									
Task-4c1	Removal Plan (1 sheet)									
Task-4c2	Right Turn Lane Improvement Plan for NB Trammel-Fresno Connector Approach at SH 6 (P&P Sheet)									
Task-4c3	Traffic Control Plan (Phase-3 for constructing the RTL with TCP Notes)									
Task-4c Sub Total Hours									62	TASK-4c Subtotal
										\$10,626.00
TASK-4d	TRAFFIC SIGNAL DESIGN									
Task-4d1	Existing Condition Plan Sheet									
Task-4d2	Proposed Traffic Signal Layout									
Task-4d3	Traffic Signal Details for Electrical & Pole Schedule, Loop Detector Chart, Sign Schedule									
Task-4d4	Intersection Wheelchair Ramp Design O(ADA/TDLR Compliance)									
Task-4d5	Signing & Pavement Markings (Complete Project Signing & Pavement Markings)									
Task-4d Sub Total Hours									227	TASK-4d Subtotal
										\$37,737.00
TASK-4e	Standrads & TxDOT, FBC & Missouri City Review									
Task-4e1	Standards (Combined TxDOT, Missouri City, Ornamental Poles Signed & Sealed Standards, Coordination with the Manufacturer of the Ornamental Signal Poles)									
Task-4e2	QA/QC, Submittal Package Preparation & Addressing the Review Comments at 70%, 95% & 100%									
Task-4e Sub Total Hours									64	TASK-4e Subtotal
										\$11,100.00
TASK-5	SURVEY BY DOUCET & ASSOCIATES, INC. (100%)									
Task-5a1	Survey									
TASK-5 Subtotal										\$18,785.00
TASK-6	GEOTECHNICAL STUDY BY NINYO & MOORE (100%)									
Task-6a1	Geotechnical Study									
TASK-6 Subtotal										\$17,100.00
TASK-7	CONSTRUCTION									
Task-7a1	Construction Services (Time & Materials)									
TASK-7 Subtotal										\$13,500.00
										\$13,500.00
Total Hours					46	48	271	445	0	6
Total ManHours (Tasks 1, 2, 3, & 4)					46	48	271	445	0	6
Percentage of Total					6%	6%	33%	55%	0%	1%
Total Fee, Combined Tasks 1 Through 7									GRAND TOTAL	
									\$193,898.41	