

(Kansas Street, Seg. 1 - Project No. 23203)

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 Seven Hundred Eighty-Four Thousand Thirty-Five and 00/100 Dollars (\$784,035.00). 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 \$784,035.00. 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 \$784,035.00 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 \$784,035.00.

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

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

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

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS 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.

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

**FORT BEND COUNTY, TEXAS**


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

\_\_\_\_\_  
Date

**ATTEST:**

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

**ISANI CONSULTANTS, LP**


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

Murthy Made  
\_\_\_\_\_  
Authorized Agent- Printed Name

Project Manager  
\_\_\_\_\_  
Title

06/06/2025  
\_\_\_\_\_  
Date

**APPROVED:**

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

**AUDITOR'S CERTIFICATE**

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

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

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# EXHIBIT A

(Engineer's Proposal Follows Behind)



civil \ design \ engineers

April 21, 2025

**Mr. Gabriel Odreman, P.E., PMP**

Sr. Project Manager

Tetra Tech

575 N. Dairy Ashford Road

Houston, TX 77433

**Subject:** Fort Bend County Mobility Bond Program  
FBC Project Number: 23203  
**Proposal for Professional Engineering Services: Kansas Street Segment 1–  
From Trammel Fresno Road to West Sycamore Road, Precinct 2**

Dear Mr. Odreman:

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

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

The total proposed fee for professional engineering and additional services including Topographic Survey, Geotechnical Investigations, and temporary Detention pond design will be **\$784,035.00**.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Murthy'.

Murthy Made, P.E., PMP, ENV SP

Project Manager

**Isani Consultants, LP**

April 21, 2025

**“EXHIBIT A” – Scope of Services**

**Kansas Street – Segment 1**

**From Trammel Fresno Road to West Sycamore Road**

**FBC Project #23203, Precinct 2**

Fort Bend County has requested a proposal for **Preliminary Engineering, Final Design Phase Services, Bid Phase, and Construction Phase Services** to improve the existing 2-lane asphalt undivided roadway (with roadside ditches) to two 12-foot-wide lanes on 27-feet of concrete pavement with 6-inch concrete curb & gutter with sidewalks on both sides and an underground storm sewer drainage system. The area is generally rural residential and features 4 sandpit lakes along the east side of the road. Mustang Bayou is also to the east.

**PROJECT LIMITS AND DETAILS:**

1. The Kansas Street - Segment 1 project will begin at the intersection of Kansas Street & Trammel Fresno Road and end at the intersection of Kansas Street & West Sycamore Road. The Existing ROW for the project limits varies from 55 feet to 70 feet.
2. The road will be widened to accommodate two 12-foot-wide lanes on 27 feet of concrete pavement with 6-inch concrete curbs with sidewalks on both sides, with left-turn lanes as needed. The existing ditches east and west of the existing roadway will be replaced with a storm sewer system.

**PROJECT SCOPE**

**GENERAL:**

1. Coordination with Geotechnical and Survey consultants for the project will be performed during the Preliminary Engineering and Design Phase.
2. Coordination with the Kansas Street Segment 2 (FBC Project # 23203a and West Sycamore Road (FBC Project # 17123x) design engineer will be done for pavement tie-in and drainage/detention requirements.
3. Coordination with Fresh Water Supply District No.1 (FWSD#1), MUD engineers as needed.
4. Coordination with the City of Houston and TCEQ as needed.
5. TxDOT Coordination and permitting for the project at the intersection of Kansas Street and Trammel Fresno Road will be performed during the Preliminary Engineering and Design Phase.

## **I. Phase 1 - PRELIMINARY ENGINEERING**

The Preliminary Engineering Phase of the contract will explore possibilities, identify conflicts and alternate solutions with corresponding cost to select the most cost effective, durable roadway to progress through design to construction. A Preliminary Engineering Report (PER) shall serve as a summary document that incorporates the recommendations from the supporting investigative reports, results from working meetings with Fort Bend County, necessary approvals, and final recommendations from the Consultant's efforts. The document will serve as the framework for the design phase, having addressed the major issues that affect the roadway design and supporting infrastructure.

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

The determination of proposed Right-of-Way (ROW) acquisition will be based on the ultimate roadway geometric design and public and private utility requirements that are further described in the Fort Bend County Engineering Department – Engineering Design Manual. Alternative analysis will be performed to analyze ROW constraint and construction costs related to each alternative. A minimum of 2 alternatives with typical sections including a roadside ditch drainage option and an underground storm sewer option will be presented to Fort Bend County during the preliminary stages of the PER. Based on the cost efficiency analysis, the recommendation will be made to FBC for the best alternative.

A site visit will be conducted in the initial phase of design to observe and photograph existing conditions including road condition, new construction adjacent to the project limits, visible existing utilities, and anything impacting the design or construction process. The Program Manager will be advised of any issues observed during the site visit.

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

Utility owners within the project limits will be contacted and coordinated for obtaining the facility maps and record drawings available and a contact list for the utility companies and a Utility Conflict Table will be prepared. Roadway Schematics and Aerial Exhibits will be prepared for review. Proposed improvements will include Roadway Geometry, Pavement Structure, Storm Sewer System, and Detention. A Preliminary Construction Cost Estimate will be prepared and included in the Preliminary Engineering Report.

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

**Exhibits/Attachments shall include:**

- **Roadway Design**
  - Provide a Plan View Layout for at least 2 alternatives with proposed roadway improvements. Include the location of the proposed trunk storm sewer and detention facilities as necessary. The schematic layout shall be at a scale of 1" = 40' on 11"x17" sheets. Include a Cover Sheet with a Vicinity Map with the project limits. The schematic will show the pavement marking concept so that traffic movements can be considered and reviewed during the study phase. Provide the proposed typical sections on the schematic. Typical Sections shall be drawn at 1"=20' horizontal and 1"=2' vertical scale on 11"x17" sheets. The location of soil borings will be identified. Alignment coordination will be performed with Kansas Street Segment 2 Designers.
- **Cost Estimates**
  - Provide a preliminary construction cost estimate for each alternative provided in the Preliminary Engineering Report.
- **Utility Tables**
  - The consultant shall coordinate with utility owners that have existing facilities in or adjacent to project limits. The coordination shall include:
    - Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-

ground markers, Railroad Commission website research, and map requests from prominent companies (i.e., CenterPoint Energy, AT&T, etc.). 811 call shall be made to research underground utilities as necessary.

- **Level B SUE:**

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

- Provide Level C and D utility location services including but not limited to performing research to identify existing utilities through site visits, internet search tools, and available records. Send records requests to possible public and private utility companies and obtain I.D. numbers (CenterPoint and AT&T).

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

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

- **Sight Distance**

- The consultant shall investigate sight distance restrictions and general operating conditions of all existing and proposed intersections along Kansas Street (Seg. 1) within the project limits.
- Sight distance restrictions will be investigated, and Approach and Departure Sight Triangles will be developed for the intersections to determine the safe passing distance and stopping sight distance for the traffic.



**SURVEYING (by Kaluza, Inc.):**

**1. Topographic Survey:**

Topographic Survey of Kansas Street (Seg. 1) from Trammel Fresno Road to West Sycamore Road. Cross-section at 100 feet intervals extending 20 feet past the proposed right of way. Survey also includes opening manholes to get flow lines and pipe sizes, flowlines of all exposed storm water culverts, all water line valves and fire hydrants, all pipeline signs and appurtenances, structures, trees and landscaped areas, edge of pavement, ditch and pond high banks, toe and edge of water(if any). Provide Level B SUE and notify 811. Survey intersecting side streets 100 feet past the existing or proposed right of way. Locate soil boring by others. Provide data in Microstation, DTM, TIN file, and point file. Prepare survey control sheet with recovery sheet for control points. Location of pipeline and local utilities uncovered by others. Tie to NGS monument for horizontal and vertical control. Surveyors have the responsibility of obtaining right-of-entry (ROE) for private properties.

**2. Mapping**

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

1. Right of way and property lines of adjacent properties.
  2. Street addresses for adjacent properties.
  3. Owner's name and parcel size.
  4. Existing pavement edges and lane assignments.
  5. Existing private and public utilities (if any).
  6. Existing drainage facilities and direction of flow (as available).
  7. Existing traffic signals (if any).
  8. Existing driveways.
  9. Existing structures such as fences, buildings, and towers.
- The map will be delivered as a 11"x17" PDF and \*.kmz file.

**3. Right of Way Survey**

Prepare the Right of Way map to determine the existing ownership and existing right of way. Abstracting; without the benefit of a title company, obtain deeds of record and plats relating to Kansas Street (Seg. 1), adjoining tracts, and intersecting roadways. Prepare a KMZ file with ownership information, proposed takings, and a preliminary roadway layout. Prepare Survey Control Sheets to be delivered in PDF format.

### **GEOTECHNICAL SCOPE OF SERVICES (by Ninyo & Moore):**

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

#### **1. Field Exploration**

- Drilling and sampling **9 borings** along the road alignment to a depth of 15-feet each.
- Obtaining continuous soil samples to a depth of 15 feet, and then at five (5) foot intervals thereafter to the borings' termination depths, if needed.
- Ninyo & Moore 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).
- Installation of a piezometer for groundwater monitoring during the construction phase.

#### **2. Laboratory Testing**

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

#### **3. Engineering Analyses and Reporting**

Utilizing the results of observations both in the field and in limited laboratory tests, Ninyo & Moore will author a report that will include the following subjects:

- Soil stratigraphy: soil encountered up to 15 feet.
- Groundwater conditions and groundwater control during construction
- The boring log information will include all laboratory test results and field observations.
- Develop design recommendations for the underground utilities. The recommendations will include buried structures such as manholes etc.
- Classify the soil types in accordance with OSHA requirements based on the characteristics of the soils along the alignment.

- Recommend the utility bedding in accordance with Fort Bend County, City of Houston specifications and Harris County.
- Perform laboratory Proctor Compaction tests on the subgrade soil from the pavement areas in accordance with ASTM D-698 to obtain 95% soil density.
- Perform California Bearing Ratio test “CBR”.
- Present Resilient Modulus “Mr” to be used for flexible pavement.
- Present Modulus of Subgrade Reaction “Ks” to be for Rigid pavement design.
- Provide rigid pavement recommendations.
- Provide flexible pavement recommendations for temporary and permanent pavement.
- Present subgrade stabilization options such as lime/fly-ash for cohesion-less soils and lime for cohesive soils.
- Detention pond and the drainage channel recommendations (optional additional service) including:
  - Stability of the basin side slopes for short- and long-term conditions
  - Evaluation of bottom instability due to excess hydrostatic pressure.
  - Groundwater table and its variability.
  - Identification of dispersive soils.
  - Potential erosion problems.
  - Constructability issues.
  - Evaluation of seepage (natural clay liner and/or sealing agents, if needed).
- Recommend construction considerations, as deemed necessary.
- Recommend back-fill material specifications.
- Discuss the effects of poor drainage and the presence of trees on the performance of the utilities and pavement.

#### **DRAINAGE (HYDROLOGY & HYDRAULIC ANALYSIS):**

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

The scope of services includes the following tasks:

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

- Determine existing and proposed condition discharge rates from the proposed roadway alignment and limits. Confirm the limits of the analysis with the preliminary layout for the proposed roadway. Discharge rates for proposed conditions will reflect the change in Tc due to additional impervious cover, if any and the change of the drainage system from open ditch to storm sewers.

Additionally, all new areas of Proposed Right-of-Way (ROW) will be accounted for in the drainage calculations.

- Develop hydrographs for existing and proposed conditions for design storms and determine required detention volume requirements to offset the increase in peak runoff rates for storms up to the 100-year event. Storms to be evaluated for the analysis will include the 2-, 10- and 100-year events using Atlas 14 rainfall data.
- Perform drainage area delineations for the proposed conditions and develop onsite and offsite flow calculations for proposed conditions. Perform extreme event sheet flow analysis.
- Identify all mitigation requirements, including measures needed to eliminate impacts on flow rates and floodplain storage. Such measures may include a proposed detention pond, floodplain excavation, etc. A meeting with the Program Manager to discuss storm water detention pond location alternatives will be held before pond locations are selected to present in the PER.
- Provide options for detention pond(s) size and location, if needed.
- Coordinate drainage requirements with adjacent segments of Kansas Street and West Sycamore Road for conveyance to temporary detention pond and detention volume for all three (3) projects.

## **2. Preparation of Drainage Report:**

- Prepare a written report detailing the assumptions made in the drainage study and hydraulic analysis, the obtained results, and proposed mitigation recommendations. The report will summarize background information, methodology, and results regarding the existing conditions and proposed improvements. Figures, tables, appendices, etc. will be provided to convey relevant information. The Drainage Analysis Report will be submitted to FBC Drainage District for approval before final design is started.

## **II. Phase 2 - FINAL DESIGN**

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

Traffic control plan will be prepared and discussed with the program manager and FBC which will have the following: phasing overview drawing (roll plots), typical cross-section(s) for each major phase, and traffic control detail plans showing the temporary transitions at the ends of the project. Also, provide traffic control detail plans for intersections and, if off-site detours are anticipated, a detour concept sketch.

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

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

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

- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings. Notes provided in the plans for utility owners for crossing, working around or relocations.
- Construction plans and schedules for Utility relocations shall be delivered with 95% and Final Construction plans with an updated Utility Conflict Table.
- Utility agreement, if needed will be notified to Program Manager expeditiously.
- Submit milestone-level (70%, 95% and Final) drawings to applicable utility companies for their review.

**Roadway and Drainage Design:**

1. The Design Phase services will be performed in accordance with the Engineering Design Manual, Fort Bend County Engineering Department, Latest Edition.
2. The Roadway design and construction of Kansas Street (Seg. 1) shall comply with the requirement of Fort Bend County regulations and follow the Engineering Design Manual, Latest Edition.
3. The design and construction of Kansas Street (Seg. 1) drainage systems shall comply with the requirement of Fort Bend County regulations and Fort Bend County Drainage District (FBCDD) DRAINAGE CRITERIA MANUAL and TxDOT (if required).

4. The pavement elevation shall be set in accordance with the Fort Bend County Engineering Design Manual.
5. The pavement section shall be evaluated by the Geotechnical Investigations and Report. The pavement section is to follow the Engineering Design Manual recommendations for pavement thickness. Geotechnical to recommend, if the thickness and spacing requirements for concrete or asphalt section are not adequate for any section of roadway.
6. Provide coordination with Fort Bend County for any adjacent developments within the project area limits.
7. Plan and Profile sheets will be created for a scale of 1" = 40' for horizontal and 1"=4' for vertical with all the references attached and shown as per the Fort Bend County design requirements for all submittals and the Final Submittal will be a standard 11"x17". All the CAD work will follow Fort Bend County design standards.
8. Driveway width and location should match existing when feasible. Also, driveways should meet Fort Bend County Regulations of Subdivisions, Section 7 requirements. The centerline station and percent grade shall be indicated on the drawings for all driveways.
9. All the intersections shall include pedestrian ramps in accordance with the current ADA requirements. Proposed sidewalks to be included on both sides of the road.
10. TDLR registration, plan review and construction inspection are included.

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

1. The preliminary construction traffic control plan will be discussed with the Program Manager and FBC prior to 70% submittal to get concurrence on the concept before detailed Traffic Control Plans are developed. Provide the following preliminary documents for communicating the significant construction traffic control concepts and to enable review and discussion at the meeting: phasing overview drawing (roll plots), a typical cross-section(s) for each major phase, and preliminary traffic control detail plans showing the temporary transitions at the ends of the project.
2. Provide preliminary traffic control detail plans for intersections and, if off-site detours are anticipated, a detour concept sketch.

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

**Utilities:**

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

**Storm Water Pollution Prevention Plans (SWPPP):**

The Design Consultant will include a Storm Water Pollution Prevention Plan (SWPPP) in the construction plans at the 70% and subsequent submittals. The Design Consultant will prepare a SWPPP Report the necessary forms and permit templates, and related information as soon as possible after the PER presentation meeting.

**Permitting/Coordination:**

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

**III. Phase 3 – Bid and Construction Phase Services (T & M)**

**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 provide comments or confirm they have no concerns.

**Construction Phase Services:**

Following services to be included during the construction phase of the project:

- 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

Construction Phase Services shall be time and materials fee with a cap not to exceed \$30,000. When invoicing this fee, details for the changes, including hours per person and titles, and comments of each task performed shall be provided to the Program Manager.

**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 contract with FBC is in place) will be held at the office of the Program Manager and shall include at least one representative from each subcontracted firm. The Design Consultant shall prepare the Meeting Minutes and distribute within a week after the meeting.
- B. Design Consultant will designate 2 representatives to be the secure account holders to interact with Fort Bend County's project management software "MasterWorks" and receive training, if necessary.
- C. Design Consultant will develop the agenda and conduct 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 land owners.
- E. The Design Consultant will provide a simple written monthly progress reports to coincide with the last day of the Design Consultant's billing period for each



month. Progress reports will include action items for the following month and shall be included with the Engineer's invoices.

- F. The Design Consultant will create and maintain a utility coordination log that will be updated by the last day of the Engineer's billing period for each month.
- G. Design Consultant shall coordinate and attend project related meetings as needed.
- H. Design Consultant shall conduct regular meetings with their subcontracted firms and document all communications. Engineer shall insure that all work products from their subcontracted firms are received and secured in a timely fashion. Engineer shall provide work products as requested by Fort Bend County or the Program Manager per the schedule and upon request.
- I. Design Consultant is responsible for timely invoicing of their work and subcontractor's work. Design Consultant shall submit their invoice to the Program Manager via email for confirmation that the invoice is acceptable in format and progress. Once confirmed by the Program Manager, Design Consultant is responsible for uploading their invoices to MasterWorks and notifying the Program Manager. The Design Consultant is responsible for paying their subcontractors, if any, within 30 days of receipt of payment from Fort Bend County.
- J. Design Consultant shall develop and maintain a detailed project schedule. The updated project schedule will be reviewed at the monthly Progress Meetings. Allow 2 weeks for Program Manager review of the 30%(PER), 70% and Final submittals and 3 weeks to review the 95% submittal.
- K. The Design Consultant shall obtain all plan approvals and permits necessary for the project to proceed to construction.
- L. All plans with proposed pedestrian facilities shall be registered with TDLR, reviewed by TDLR approved review firm, and inspected after construction. The TDLR registration number shall be included on the Cover Sheet of the 70% and subsequent submittals.

#### **V. Optional Services**

- 1. Prepare parcel plats and metes and bounds for acquisitions. Place iron rods to establish property corners for parcels to be acquired. Reset any iron rods on property corners to replace missing or damaged iron rods.
- 2. Prepare parcel plats and metes and bounds for Unrestricted Visibility Easement (UVE)

3. Subsurface Utility Investigation - The surveyor shall provide a fee for Level A SUE per location per hole. This will be used if needed at any point of the project.
4. Re-staking the ROW - The surveyor shall provide a fee to re-stake the entire ROW limit of the project. Additionally, provide a fee to stake the boundaries of the ROW parcel takings per parcel.
5. Water Line Design:
  - a. If it is determined in PER that the existing water lines within the project limits require relocation, we will include the plan and profile sheets for the water and sanitary lines to be relocated. Any additional water and sanitary lines which are not existing will be an additional service. Plans for water and sanitary system changes will be presented and approved by Fresh Water Supply District (FWSD#1), City of Houston (COH), and Texas Commission on Environmental Quality (TCEQ).
6. Temporary Detention Pond:
  - a. Temporary detention pond Topographic survey: Perform topographic survey on approximately 5 acres of land to be determined at a later date; location of improvements within 50' of proposed detention pond and perform same services as described topographic survey basic services.
  - b. Temporary detention pond geotechnical investigation: The geotechnical scope of services is based on the Fort Bend County Engineering Design Manual and HCFCD specifications for the detention pond.
  - c. Temporary detention pond Design:
    - I. Provide preliminary layout of the detention basin design for the preliminary phase.
    - II. Prepare engineering drawings in accordance with the latest FBCED design manual and standards for the 70%, 95%, and Final Submittal design phases.
    - III. Each submittal shall include the following drawings:
      - Existing Conditions
      - Proposed Layout
      - Geometric Layout and Point Table
      - Typical Sections
      - Inflow Plan and Profile
      - Outflow Plan and Profile
      - Overflow Structure Plan and Profile
      - SWPPP
      - Demolition Plan
      - Standard Details
    - IV. Provide sheet by sheet quantity take off.
    - V. Provide Cost Estimate for Detention Basin pay items.

**"EXHIBIT B" - Compensation for Professional Services**  
**Project Name: Kansas Street - Segment 1**  
**Project Limits: From Trammel Fresno Road to West Sycamore Road**  
**FBC Project Number: 23203 | Isani Project Number: 25PVxx**



BASIC SERVICES		
Task No.	Description	Total
<b>1</b>	<b>Preliminary Design</b>	
A	Preliminary Engineering/Design (Task A)	\$ 151,350.00
B	Drainage Analysis for Roadway (H&H) (Task B)	\$ 76,800.00
C	Geotechnical Investigations (Task C) (By Ninyo & Moore)	\$ 30,600.00
D	Topographic Survey and Row Maps (Task D) (By Kaluza, Inc.)	\$ 43,600.00
E	Project Management (Task E)	\$ 10,340.00
F	Other Expenses (Task F)	\$ 2,000.00
	<b>Preliminary Design Subtotal</b>	<b>\$ 314,690.00</b>
<b>2</b>	<b>Final Design (Lump Sum)</b>	
A	Roadway Design (Task A)	\$ 173,480.00
B	Drainage Design (Task B)	\$ 38,875.00
C	Traffic Control Plans (Task C)	\$ 40,410.00
D	Signing & Striping Plans (Task D)	\$ 11,485.00
E	Storm Water Pollution Prevention Plans (Task E)	\$ 11,745.00
F	Project Management (Task F)	\$ 15,860.00
G	Other Expenses (Task G)	\$ 1,000.00
	<b>Final Design Subtotal</b>	<b>\$ 292,855.00</b>
<b>3</b>	<b>Bid &amp; Construction Phase Services (T &amp; M)</b>	<b>\$ 30,000.00</b>
<b>BASIC SERVICES TOTAL (1-3)</b>		<b>\$ 637,545.00</b>
OPTIONAL ADDITIONAL SERVICES		
Task No.	Description	Total
<b>4</b>	<b>Optional Final Design Services</b>	
A	Waterline Design (Task A)	\$ 14,315.00
B	Temporary Detention Pond Design (Task B)	\$ 60,975.00
C	Temporary Detention Pond Topographic Survey(Task C)	\$ 11,700.00
D	Temporary Detention Pond Geotechnical Investigation(Task D)	\$ 8,300.00
E	Level A SUE (Task E)	\$ 13,600.00
F	Proposed ROW Maps (Task F)	\$ 20,750.00
G	ROW and Property Corners Staking (Two Separate Times) (Task G)	\$ 10,000.00
H	Project Management (Task H)	\$ 6,850.00
	<b>Optional Additional Services Subtotal</b>	<b>\$ 146,490.00</b>
<b>OPTIONAL ADDITIONAL SERVICES TOTAL (4)</b>		<b>\$ 146,490.00</b>
<b>TOTAL SERVICES (BASIC &amp; OPTIONAL )</b>		<b>\$ 784,035.00</b>

**KANSAS STREET SEGMENT 1**  
**FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD**  
**ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025**  
**PRELIMINARY DESIGN LEVEL OF EFFORT**



**EXHIBIT B**

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour			\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
NO.	LEVEL OF EFFORT: TASK LIST	LEVEL OF EFFORT (ESTIMATED HOURS)										
PRELIMINARY DESIGN (TASKS A TO F)												
A	Preliminary Engineering/Design (Task A)		2	110	57	296	366	158	4	993		\$ 151,350.00
B	Drainage Analysis for Roadway (H&H) (Task B)			64	50	156	202	12		484		\$ 76,800.00
C	Geotechnical Investigations (Task C) (By Ninyo & Moore)											\$ 30,600.00
D	Topographic Survey and Row Maps (Task D) (By Kaluza, Inc.)											\$ 43,600.00
E	Project Management (Task E)		4	24		24			4	56		\$ 10,340.00
F	Other Expenses (Task F)											\$ 2,000.00
TOTAL ESTIMATE FOR PRELIMINARY DESIGN												\$ 314,690.00
PRELIMINARY DESIGN												
Preliminary Engineering/Design (Task A)												
1	Key Maps, Vicinity Maps and Other Maps					4	4	10		18		\$ 2,400.00
2	Requesting Facility Maps and Record Drawings from the concerned companies/organizations			4		8	12			24		\$ 3,780.00
3	Site/Field Visit			2		6	4			12		\$ 1,930.00
4	Co-ordination with Centerpoint Energy (Electric and Gas)			2		6	4			12		\$ 1,930.00
5	Co-ordination with AT&T			2		6	4			12		\$ 1,930.00
6	Coordination with Other Utility Companies & TxDOT			6		12	16			34		\$ 5,390.00
7	Coordination with Adjacent Project Engineers			6		12	12			30		\$ 4,830.00
8	Coordination with Surveying Consultants			6		12	10			28		\$ 4,550.00
9	Coordination with Geotechnical Consultants			4		12	6			22		\$ 3,580.00
10	Evaluate Existing Conditions											
10.1	Geometrics			2	2	4	8			16		\$ 2,530.00
10.2	Topographic Conditions			1		6	6			13		\$ 2,005.00
10.3	Traffic			1		2	2			5		\$ 805.00
11	Utilities Coordination and Contact List Table			2		8	16			26		\$ 3,930.00
12	Major Utility Conflicts Table			2		8	20			30		\$ 4,490.00
13	Proposed Improvements											
13.1	Geometrics (Design Criteria and Typical Sections)			2	4	8	8			22		\$ 3,530.00
13.2	Paving			2	2	6	8			18		\$ 2,850.00
13.3	Drainage			2	2	8	12			24		\$ 3,730.00
13.4	Permitting Requirements			2		4	4			10		\$ 1,610.00
14	Review and Check Topographic Survey (with field visit)			4	2	12	12			30		\$ 4,780.00
15	Study Existing ROW and provide Recommendations for Proposed ROW for 2 alternatives			2		4	6			12		\$ 1,890.00
16	Identify Problem Areas and Potential Resolutions			4		8	16			28		\$ 4,340.00
17	Basemaps & Existing Plan and Profiles	11		6	6	28	40	48		128	12	\$ 18,150.00

**KANSAS STREET SEGMENT 1**  
**FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD**  
**ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025**  
**PRELIMINARY DESIGN LEVEL OF EFFORT**



**EXHIBIT B**

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour		\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
<b>NO.</b>	<b>LEVEL OF EFFORT: TASK LIST</b>	<b>LEVEL OF EFFORT (ESTIMATED HOURS)</b>									
18	Proposed Horizontal Design/Alignments		6	4	10	20	24		64		\$ 9,230.00
19	Proposed drainage features such as storm sewer, open ditches, and detention ponds)		4	2	8	12	12		38		\$ 5,580.00
20	Preparing Roadway Schematics (2 alternatives)	4	6	6	16	24	24		76	19	\$ 11,110.00
21	Sight Triangles Exhibits (Proposed Cross Streets)	6	2	3	12	16	12		45	8	\$ 6,550.00
22	Preliminary Engineering Report (PER)	2	12	12	32	40	20		118		\$ 18,340.00
23	Prepare PER Presentation Slides		8	4	16	8	8		44		\$ 7,000.00
23	Preliminary Opinion of Probable Construction Cost		4	8	12	16			40		\$ 6,420.00
24	Approval from FBCED, FBCDD and FWSD#1		4		6			4	14		\$ 2,160.00
	SHEETS/HOURS SUB-TOTALS	2	110	57	296	366	158	4	993		
	TOTAL LABOR COSTS	\$600.00	\$22,550.00	\$10,260.00	\$47,360.00	\$51,240.00	\$18,960.00	\$380.00			\$ 151,350.00
	% DISTRIBUTION OF STAFFING	0.20%	11.08%	5.74%	29.81%	36.86%	15.91%	0.40%	100.00%		
	<b>SUBTOTAL (TASK A)</b>										<b>\$ 151,350.00</b>
<b>Drainage Analysis for Roadway (H&amp;H) (Task B)</b>											
1	Review of data including survey, record drawings, site visits and other information		6	4	8				18		\$ 3,230.00
2	Delineate all sub-drainage areas contributing to project limits (Includes contributions from Kansas S2 and West Sycamore		4	4	12	16			36		\$ 5,700.00
3	Perform Hydrologic calculations for Existing Conditions based on Atlas 14 data		6	4	16	20			46		\$ 7,310.00
4	Develop Hydraulic model for Existing Conditions based on Atlas 14 data		6	4	16	20			46		\$ 7,310.00
5	Determine Change in 2-yr, 10-yr and 100-yr flows for change in Tc and New Imperviousness Outside Existing ROW, Validate Drainage Boundaries and hydrologic calculations		6	4	12	16			38		\$ 6,110.00
6	Determine Detention Volume based on ROW, hydrographs and physical constraints		4	4	6	8			22		\$ 3,620.00
7	Develop Preliminary Proposed Alternatives and Hydraulic models		8	4	24	40			76		\$ 11,800.00
8	Perform Mitigation Analysis and Finalize models		8	6	16	20			50		\$ 8,080.00
9	Prepare Exhibits and Appendices required for the Drainage Report			4	8	8	12		32		\$ 4,560.00
10	Prepare Drainage Impact and Mitigation Analysis Report for Fort Bend County Engineering Department/Drainage District Submittal		8	8	24	40			80		\$ 12,520.00
11	Prepare and Present Findings to Fort Bend County Engineering Department/Drainage District		4	4	8	8			24		\$ 3,940.00

KANSAS STREET SEGMENT 1  
FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD  
ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025  
PRELIMINARY DESIGN LEVEL OF EFFORT



**EXHIBIT B**

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour		\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
<b>NO.</b>	<b>LEVEL OF EFFORT: TASK LIST</b>	<b>LEVEL OF EFFORT (ESTIMATED HOURS)</b>									
12	Review and address comments from Fort Bend County Engineering Department and Fort Bend County Drainage District and submit final Drainage Report		4		6	6			16		\$ 2,620.00
	SHEETS/HOURS SUB-TOTALS		64	50	156	202	12		484		
	TOTAL LABOR COSTS		\$13,120.00	\$9,000.00	\$24,960.00	\$28,280.00	\$1,440.00				\$ 76,800.00
	% DISTRIBUTION OF STAFFING		13.22%	10.33%	32.23%	41.74%	2.48%		100.00%		
	<b>SUBTOTAL (TASK B)</b>										<b>\$ 76,800.00</b>
<b>Geotechnical Investigations (Task C) (by Ninyo &amp; Moore)</b>											
1	Field Exploration (9 boreholes)										\$ 8,000.00
2	Laboratory Testing										\$ 5,100.00
3	Engineering and Report Writing										\$ 12,500.00
4	Traffic Control (\$2,500 per day, 2 days)										\$ 5,000.00
	TOTAL LABOR COSTS										\$ 30,600.00
	<b>SUBTOTAL (TASK C)</b>										<b>\$ 30,600.00</b>
<b>Topographic Survey and Row Maps (Task D) (by Kaluza, Inc.)</b>											
1	Topographic Surveying & Existing ROW Mapping										\$ 43,600.00
	TOTAL LABOR COSTS										\$ 43,600.00
	<b>SUBTOTAL (TASK D)</b>										<b>\$ 43,600.00</b>
<b>Project Management (Task E)</b>											
1	Project Management and Meetings		4	24		24		4	56		\$ 10,340.00
	SHEETS/HOURS SUB-TOTALS		4	24		24		4	56		
	TOTAL LABOR COSTS		\$1,200.00	\$4,920.00		\$3,840.00		\$380.00			\$ 10,340.00
	% DISTRIBUTION OF STAFFING		7.14%	42.86%		42.86%		7.14%	100.00%		
	<b>SUBTOTAL (TASK E)</b>										<b>\$ 10,340.00</b>
<b>Other Expenses (Task F)</b>											
1	Printing/Plotting/Copying										\$ 1,000.00
2	Mileage/Postage/Courier										\$ 1,000.00
	<b>SUBTOTAL (TASK F)</b>										<b>\$ 2,000.00</b>
<b>TOTAL HOURS</b>			6	198	107	476	568	170	8	1533	
<b>TOTAL ESTIMATE FOR PRELIMINARY DESIGN</b>			\$1,800	\$40,590	\$19,260	\$76,160	\$79,520	\$20,400	\$760		<b>\$ 314,690.00</b>

**KANSAS STREET SEGMENT 1**  
**FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD**  
**ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025**  
**FINAL DESIGN LEVEL OF EFFORT**



**EXHIBIT B**

Employee Classification			No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour				\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
NO.	LEVEL OF EFFORT: TASK LIST		LEVEL OF EFFORT (ESTIMATED HOURS)										
FINAL DESIGN (TASKS A TO H)													
A	Roadway Design (Task A)			3	90	79	314	379	294	14	1173		\$ 173,480.00
B	Drainage Design (Task B)			2	11	11	68	102	74		268		\$ 38,875.00
C	Traffic Control Plans (Task C)				18	18	66	78	100		280		\$ 40,410.00
D	Signing & Striping Plans (Task D)				5	5	18	22	30		80		\$ 11,485.00
E	Storm Water Pollution Prevention Plans (Task E)				5	5	17	25	30		82		\$ 11,745.00
F	Project Management (Task F)			4	40		24	16		4	88		\$ 15,860.00
G	Other Expenses (Task G)												\$ 1,000.00
TOTAL ESTIMATE FOR FINAL DESIGN													\$ 292,855.00
FINAL DESIGN													
ROADWAY DESIGN (TASK A)													
1	Cover Sheet, General Notes, and Project Layouts		5		4	3	6	8	12		33	7	\$ 4,880.00
2	Horizontal and Vertical Design/Alignments				6	4	16	20	30		76		\$ 10,910.00
3	Existing and Proposed Typical Sections		4		2	4	8	20	20		54	14	\$ 7,610.00
4	Demolition Plans		6		2	4	12	18	24		60	10	\$ 8,450.00
5	Intersection Details/Layouts		4		2	4	12	16	20		54	14	\$ 7,690.00
6	Typical Street/Driveway Connection Details & Table		3				14	12	14		40	13	\$ 5,600.00
7	Roadway Plan and Profile Sheets (Includes Drainage Plan/Profile)		11		16	32	80	100	120		348	32	\$ 50,240.00
8	Corridor Modeling & Cross Sections at 100-foot Intervals		16		4	12	40	34	38		128	8	\$ 18,700.00
9	Field Visit				4		4	4			12		\$ 2,020.00
10	Project Manual				4	4	8			2	18		\$ 3,010.00
11	Co-ordination with Centerpoint Energy (Electric & Gas)				2		4	4		2	12		\$ 1,800.00
12	Co-ordination with AT&T, and other private Utilities				2		6	4		4	16		\$ 2,310.00
13	Coordination with Designers of Adjacent Projects			1	6		12	12			31		\$ 5,130.00
14	Coordination with FWSD#1			1	6		12	8			31		\$ 5,130.00
15	Preparing Exhibits for TxDOT Coordination & Permit			1	4		12	16	12	2	47		\$ 6,910.00
16	TDLR Review and Inspection				2		6	1					\$ 1,510.00
17	Earthwork Calculations		2		2	4	10	14			30	15	\$ 4,690.00
18	Specifications and OPCC (70%, 95% & Final Submittal)				8	8	32	60			108		\$ 16,600.00
19	Standard Details/Drawings		10		2		4	4	4		14	1	\$ 2,090.00
20	Deliverables for Design Phase Development Milestones (70%, 95%, and 100%)				12		16	24		4	56		\$ 8,760.00
	SHEETS/HOURS SUB-TOTALS		61	3	90	79	314	379	294	14	1173		

**KANSAS STREET SEGMENT 1**  
**FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD**  
**ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025**  
**FINAL DESIGN LEVEL OF EFFORT**



**EXHIBIT B**

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour		\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
<b>NO. LEVEL OF EFFORT: TASK LIST</b>											
<b>LEVEL OF EFFORT (ESTIMATED HOURS)</b>											
TOTAL LABOR COSTS		\$900.00	\$18,450.00	\$14,220.00	\$50,240.00	\$53,060.00	\$35,280.00	\$1,330.00			\$ 174,040.00
% DISTRIBUTION OF STAFFING		0.26%	7.67%	6.73%	26.77%	32.31%	25.06%	1.19%	100.00%		
<b>SUBTOTAL (TASK A)</b>											<b>\$ 174,040.00</b>
<b>DRAINAGE DESIGN (TASK B)</b>											
1 Drainage Area Maps	6		2	2	16	28	32		80	13	\$ 11,090.00
2 Hydraulic Data Sheets	3		2	2	12	14	16		46	15	\$ 6,570.00
3 Horizontal and Vertical Design/Alignments (Storm)		2	4	4	24	40			74		\$ 11,580.00
4 Drainage System Laterals	4		2	2	12	16	20		52	13	\$ 7,330.00
5 Standard Details/Drawings	6		1	1	4	4	6		16	3	\$ 2,305.00
SHEETS SUB-TOTALS	19	2	11	11	68	102	74		268		
TOTAL LABOR COSTS		\$600.00	\$2,255.00	\$1,980.00	\$10,880.00	\$14,280.00	\$8,880.00				\$ 38,875.00
% DISTRIBUTION OF STAFFING		0.75%	4.10%	4.10%	25.37%	38.06%	27.61%		100.00%		
<b>SUBTOTAL (TASK B)</b>											<b>\$ 38,875.00</b>
<b>TRAFFIC CONTROL PLANS (TASK C)</b>											
1 Project Approach Signing	1		1	1	4	6	6		18	18	\$ 2,585.00
2 Phasing Overview	1		1	1	4	6	8		20	20	\$ 2,825.00
3 Phasing Description and Typical Sections	4		2	2	4	12	8		28	7	\$ 4,050.00
4 TCP for Temporary Pavement Construction	2		1	1	4	6	10		22	11	\$ 3,065.00
5 TCP Phase I	5		4	4	16	16	24		64	13	\$ 9,220.00
6 TCP Phase II	5		4	4	16	16	24		64	13	\$ 9,220.00
7 TCP Tie- Ins	3		2	2	8	6	8		26	9	\$ 3,850.00
8 Detour Plans	2		2	2	8	8	8		28	14	\$ 4,130.00
9 Standard Details/Drawings	6		1	1	2	2	4		10	2	\$ 1,465.00
SHEETS/HOURS SUB-TOTALS	29		18	18	66	78	100		280		
TOTAL LABOR COSTS			\$3,690.00	\$3,240.00	\$10,560.00	\$10,920.00	\$12,000.00				\$ 40,410.00
% DISTRIBUTION OF STAFFING			6.43%	6.43%	23.57%	27.86%	35.71%		100.00%		
<b>SUBTOTAL (TASK C)</b>											<b>\$ 40,410.00</b>
<b>SIGNING AND STRIPING PLANS (TASK D)</b>											
1 Signing and Striping Plans	5		4	4	16	20	28		72	14	\$ 10,260.00
2 Standard Details/Drawings	4		1	1	2	2	2		8	2	\$ 1,225.00
SHEETS/HOURS SUB-TOTALS	9		5	5	18	22	30		80		
TOTAL LABOR COSTS			\$1,025.00	\$900.00	\$2,880.00	\$3,080.00	\$3,600.00				\$ 11,485.00
% DISTRIBUTION OF STAFFING			6.25%	6.25%	22.50%	27.50%	37.50%		100.00%		



KANSAS STREET SEGMENT 1  
FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD  
ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025  
FINAL DESIGN LEVEL OF EFFORT



EXHIBIT B

Employee Classification			No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour				\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
NO.	LEVEL OF EFFORT: TASK LIST		LEVEL OF EFFORT (ESTIMATED HOURS)										
	SUBTOTAL (TASK D)												\$ 11,485.00
STORM WATER POLLUTION PREVENTION PLANS (TASK E)													
1	Storm Water Pollution Prevention Plans		6		4	4	16	24	28		76	13	\$ 10,820.00
2	Standard Details/Drawings		2		1	1	1	1	2		6	3	\$ 925.00
	SHEETS/HOURS SUB-TOTALS		8		5	5	17	25	30		82		
	TOTAL LABOR COSTS				\$1,025.00	\$900.00	\$2,720.00	\$3,500.00	\$3,600.00				\$ 11,745.00
	% DISTRIBUTION OF STAFFING				6.10%	6.10%	20.73%	30.49%	36.59%		100.00%		
	SUBTOTAL (TASK E)												\$ 11,745.00
PROJECT MANAGEMENT (TASK F)													
1	Project Management and Meetings			4	40		24	16		4	88		\$ 15,860.00
	HOURS SUB-TOTALS			4	40		24	16		4	88		
	TOTAL LABOR COSTS			\$1,200.00	\$8,200.00		\$3,840.00	\$2,240.00		\$380.00			\$ 15,860.00
	% DISTRIBUTION OF STAFFING			4.55%	45.45%		27.27%	18.18%		4.55%	100.00%		
	SUBTOTAL (TASK F)												\$ 15,860.00
OTHER EXPENSES (TASK G)													
1	Printing/Plotting/Copying												\$ 500.00
2	Mileage/Postage/Courier												\$ 500.00
	SUBTOTAL (TASK G)												\$ 1,000.00
TOTAL NO. OF SHEETS			126										
TOTAL HOURS				9	169	118	507	622	528	18	1971		
TOTAL ESTIMATE FOR FINAL DESIGN (TASKS A-G)				\$2,700	\$34,645	\$21,240	\$81,120	\$87,080	\$63,360	\$1,710			\$ 293,415.00
BID & CONSTRUCTION PHASE (T&M)													
1	Pre-Bid Conference												\$ 30,000.00
2	Answer bidder questions												
3	Issue Addenda												
4	Bid Review												
5	Attend Pre-Construction Meeting												
6	Review Contractor's Submittals												
7	Provide Responses to Contractor's RFI												
8	Prepare Record Drawings												
	HOURS SUB-TOTALS												
	TOTAL LABOR COSTS												\$ 30,000.00

KANSAS STREET SEGMENT 1  
FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD  
ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025  
FINAL DESIGN LEVEL OF EFFORT



EXHIBIT B

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour			\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
NO.	LEVEL OF EFFORT: TASK LIST	LEVEL OF EFFORT (ESTIMATED HOURS)										
	% DISTRIBUTION OF STAFFING											
TOTAL ESTIMATE FOR BID & CONSTRUCTION PHASE												\$ 30,000.00
TOTAL ESTIMATE FOR FINAL DESIGN, BID & CONSTRUCTION PHASE												\$ 323,415.00

**KANSAS STREET SEGMENT 1**  
**FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD**  
**ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025**  
**OPTIONAL ADDITIONAL SERVICES**



**EXHIBIT B**

Employee Classification			No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour				\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
NO.	LEVEL OF EFFORT: TASK LIST		LEVEL OF EFFORT (ESTIMATED HOURS)										
OPTIONAL ADDITIONAL SERVICES (TASKS A TO F)													
A	Waterline Design (Task A)				7	6	22	30	34		99		\$ 14,315.00
B	Temporary Detention Pond Design (Task B)			2	33	19	122	132	100	2	410		\$ 60,975.00
C	Temporary Detention Pond Topographic Survey (Task C)												\$ 11,700.00
D	Temporary Detention Pond Geotechnical Investigation (Task D)												\$ 8,300.00
E	Level A SUE (Task E)												\$ 13,600.00
F	Proposed ROW Maps (Task F)												\$ 20,750.00
G	ROW and Property Corners Staking (Two Separate Times) (Task G)												\$ 10,000.00
H	Project Management (Task H)												\$ 6,850.00
TOTAL ESTIMATE FOR FINAL DESIGN													\$ 146,490.00
OPTIONAL ADDITIONAL SERVICES													
WATERLINE DESIGN (TASK A)													
1	Existing Waterline Relocation (Included with Roadway Plan and Profile Sheets)		11		4	4	12	20	32		72	7	\$ 10,100.00
2	Specifications and Construction Cost Estimate				2	2	8	8			20		\$ 3,170.00
3	Standard Details/Drawings		2		1		2	2	2		7	4	\$ 1,045.00
	SHEETS/HOURS SUB-TOTALS		13		7	6	22	30	34		99		
	TOTAL LABOR COSTS				\$1,435.00	\$1,080.00	\$3,520.00	\$4,200.00	\$4,080.00				\$ 14,315.00
	% DISTRIBUTION OF STAFFING				7.07%	6.06%	22.22%	30.30%	34.34%		100.00%		
	SUBTOTAL (TASK A)												\$ 14,315.00
TEMPORARY DETENTION POND DESIGN (TASK B)													
1	Site Visit and Data Collection				4		6	6			16		\$ 2,620.00
2	Existing Conditions				1		4	4			9		\$ 1,405.00
3	Coordination with Surveying Consultants				6		16	12			35		\$ 5,470.00
4	Coordination with Geotechnical Consultants				2		4	6			13		\$ 1,890.00
5	Proposed Layout and Grading			2	2	4	12	16	20		56		\$ 8,290.00
6	Geometric Layout and Point Table				2	2	12	12	16		44		\$ 6,290.00
7	Typical Sections				1	2	12	12	16		43		\$ 6,085.00
8	Inflow Plan and Profile				1	2	12	12	16		43		\$ 6,085.00
9	Outfall Plan and Profile				2	2	12	12	16		44		\$ 6,290.00
10	SWPPP				1	2	6	8	12		29		\$ 4,085.00

KANSAS STREET SEGMENT 1  
FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD  
ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025  
OPTIONAL ADDITIONAL SERVICES



EXHIBIT B

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour		\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
<b>NO.</b>	<b>LEVEL OF EFFORT: TASK LIST</b>	<b>LEVEL OF EFFORT (ESTIMATED HOURS)</b>									
11	Standard Details		1		2	4	4		11		\$ 1,565.00
12	QA/QC		2	4	4				10		\$ 1,770.00
13	Sheet by Sheet Quantity Take of and Cost Estimate		2	1	8	12			23		\$ 3,550.00
14	Deliverables for Design Phase Development Milestones (70%, 95%, and 100%)		6		12	16		2	36		\$ 5,580.00
	SHEETS SUB-TOTALS	2	33	19	122	132	100	2	412		
	TOTAL LABOR COSTS	\$600.00	\$6,765.00	\$3,420.00	\$19,520.00	\$18,480.00	\$12,000.00	\$190.00			\$ 60,975.00
	% DISTRIBUTION OF STAFFING	0.49%	8.01%	4.61%	29.61%	32.04%	24.27%	0.49%	100.00%		
	<b>SUBTOTAL (TASK B)</b>										<b>\$ 60,975.00</b>
<b>TEMPORARY DETENTION POND SURVEY (TASK C)</b>											
1	Temporary Detention Pond Topographic Survey (5-acres)										\$ 11,700.00
	SHEETS SUB-TOTALS										
	TOTAL LABOR COSTS										\$ 11,700.00
	% DISTRIBUTION OF STAFFING										
	<b>SUBTOTAL (TASK C)</b>										<b>\$ 11,700.00</b>
<b>TEMPORARY DETENTION POND GEOTECHNICAL (TASK D)</b>											
1	Temporary Detention Pond Geotechnical Investigation										\$ 8,300.00
	SHEETS SUB-TOTALS										
	TOTAL LABOR COSTS										\$ 8,300.00
	% DISTRIBUTION OF STAFFING										
	<b>SUBTOTAL (TASK D)</b>										<b>\$ 8,300.00</b>
<b>LEVEL A SUE (TASK E)</b>											
1	Level A SUE (4 Testholes @ \$3400/Testhole)										\$ 13,600.00
	SHEETS SUB-TOTALS										
	TOTAL LABOR COSTS										\$ 13,600.00
	% DISTRIBUTION OF STAFFING										
	<b>SUBTOTAL (TASK E)</b>										<b>\$ 13,600.00</b>
<b>PROPOSED ROW MAPS (TASK F)</b>											
1	Proposed ROW Map, Metes & Bound (10 Parcels @ \$1500/parcel)										\$ 15,000.00
2	Abstracting and Title Research (10 Parcels @ \$575/Parcel)										\$ 5,750.00

KANSAS STREET SEGMENT 1  
FROM TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD  
ISANI CONSULTANTS, L.P. PROPOSAL - APRIL 21, 2025  
OPTIONAL ADDITIONAL SERVICES



EXHIBIT B

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Labor Hrs/Sheet	Total
Contract Rate Per Hour		\$300.00	\$205.00	\$180.00	\$160.00	\$140.00	\$120.00	\$95.00			
NO.	LEVEL OF EFFORT: TASK LIST	LEVEL OF EFFORT (ESTIMATED HOURS)									
	SHEETS SUB-TOTALS										
	TOTAL LABOR COSTS										\$ 20,750.00
	% DISTRIBUTION OF STAFFING										
	<b>SUBTOTAL (TASK F)</b>										<b>\$ 20,750.00</b>
ROW AND PROPERTY CORNERS STAKING (TASK G)											
1	ROW and Property Corners Staking (Two Separate Times)										\$ 10,000.00
	SHEETS SUB-TOTALS										
	TOTAL LABOR COSTS										\$ 10,000.00
	% DISTRIBUTION OF STAFFING										
	<b>SUBTOTAL (TASK G)</b>										<b>\$ 10,000.00</b>
PROJECT MANAGEMENT (TASK H)											
1	Project Management and Meetings		2	12		12	12		2	40	\$ 6,850.00
	HOURS SUB-TOTALS		2	12		12	12		2	40	
	TOTAL LABOR COSTS		\$600.00	\$2,460.00		\$1,920.00	\$1,680.00		\$190.00		\$ 6,850.00
	% DISTRIBUTION OF STAFFING		5.00%	30.00%		30.00%	30.00%		5.00%	100.00%	
	<b>SUBTOTAL (TASK H)</b>										<b>\$ 6,850.00</b>
TOTAL NO. OF SHEETS											
TOTAL HOURS			2	40	25	144	162	134	2	509	
TOTAL ESTIMATE FOR OPTIONAL SERVICES (TASKS A-H)			\$600	\$8,200	\$4,500	\$23,040	\$22,680	\$16,080	\$190		\$ 116,490.00
TOTAL ESTIMATE FOR OPTIONAL ADDITIONAL SERVICES											\$ 116,490.00

Page 1 of 1

					Dec-25					Jan-26				Feb-26				Mar-26					Apr-26				May-26				Jun-26					Jul-26				Aug-26						
ID	Tasks Description				Dur.	Plan Start	Plan Finish	3	10	17	24	31	7	14	21	28	4	11	18	25	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26
KANSAS STREET SEG 1 (TRAMMEL FRESNO RD to WEST SYCAMORE RD)																																														
PROJECT PLANNING AND MANAGEMENT - FINAL DESIGN				144.d	16-Dec-25	7-Jul-26																																								
1	Notice to Proceed				.d	16-Dec-25	16-Dec-25																																							
2	Project Coordination and Meetings				2.d	16-Dec-25	18-Dec-25																																							
3	Proposed ROW Maps				15.d	18-Dec-25	12-Jan-26																																							
4	Roadway and Drainage Design				25.d	18-Dec-25	26-Jan-26																																							
5	Hydraulic Analysis				20.d	18-Dec-25	19-Jan-26																																							
6	Title Sheet, Index and Other Sheets				3.d	18-Dec-25	23-Dec-25																																							
7	Typical Sections (Existing and Proposed)				10.d	18-Dec-25	5-Jan-26																																							
8	Roadway and Drainage Plan and Profile Sheets				35.d	5-Jan-26	23-Feb-26																																							
9	Traffic Control Plans				20.d	19-Jan-26	16-Feb-26																																							
10	Signing and Pavement Marking Plans				5.d	16-Feb-26	23-Feb-26																																							
11	Intersection/Driveway Connection Details				5.d	16-Feb-26	23-Feb-26																																							
12	Drainage Area Maps				5.d	19-Jan-26	26-Jan-26																																							
13	Hydraulic Data Sheets				5.d	26-Jan-26	2-Feb-26																																							
14	Roadway Cross Sections				10.d	3-Feb-26	17-Feb-26																																							
15	Storm Water Pollution Prevention Plans (SWPPP, Includes Report)				10.d	20-Jan-26	3-Feb-26																																							
16	Roadway Details/Standard Drawings				10.d	26-Jan-26	9-Feb-26																																							
17	Coordination with Consultants for adjacent projects				10.d	18-Dec-25	5-Jan-26																																							
18	ROW & Utility Tables				10.d	12-Jan-26	26-Jan-26																																							
19	Preliminary Construction Cost Estimate				5.d	16-Feb-26	23-Feb-26																																							
20	Isani Internal QA/QC and Incorporate Comments				10.d	24-Feb-26	10-Mar-26																																							
21	70% Submittal to Fort Bend County				.d	11-Mar-26	11-Mar-26																																							
22	Fort Bend County Review				20.d	11-Mar-26	8-Apr-26																																							
23	Review/Discuss comments and Provide Responses				10.d	9-Apr-26	23-Apr-26																																							
24	Update Drawings for 95% Submittal				20.d	9-Apr-26	7-May-26																																							
25	Construction Cost Estimate				5.d	5-May-26	12-May-26																																							
26	Isani Internal QA/QC and Incorporate Comments				7.d	7-May-26	18-May-26																																							
27	95% Submittal to Fort Bend County				.d	19-May-26	19-May-26																																							
28	Fort Bend County Review				18.d	20-May-26	15-Jun-26																																							
29	Incorporate Fort Bend County Comments/Provide Comment Responses				15.d	16-Jun-26	7-Jul-26																																							
30	Finalize Drawings & Cost Estimate				13.d	16-Jun-26	3-Jul-26																																							
31	Isani Internal QA/QC and Incorporate Comments				5.d	29-Jun-26	6-Jul-26																																							
32	100% (Final) Submittal to Fort Bend County				.d	7-Jul-26	7-Jul-26																																							
33	Bid Phase Services				.d	TBD	TBD																																							
34	Construction Phase Services				.d	TBD	TBD																																							
35	Final Design Time Duration				144.d	16-Dec-25	7-Jul-26																																							
							3	10	17	24	31	7	14	21	28	4	11	18	25	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	
							Dec-25					Jan-26				Feb-26				Mar-26					Apr-26				May-26				Jun-26					Jul-26				Aug-26				

**Task Progress Bar:**

**Project Management Bar:** 

**Milestones:** 

**Exhibit “D” - Project Team Sub-Consultants for Additional Services**

**Project Name:** Kansas Street – Segment 1  
**Project Limits:** From Trammel Fresno Road to West Sycamore Road  
**FBC Precinct:** 2

**Surveying:** Kaluza, Inc.  
**Geotechnical:** Ninyo & Moore



### BILLABLE HOURLY RATES (2024)

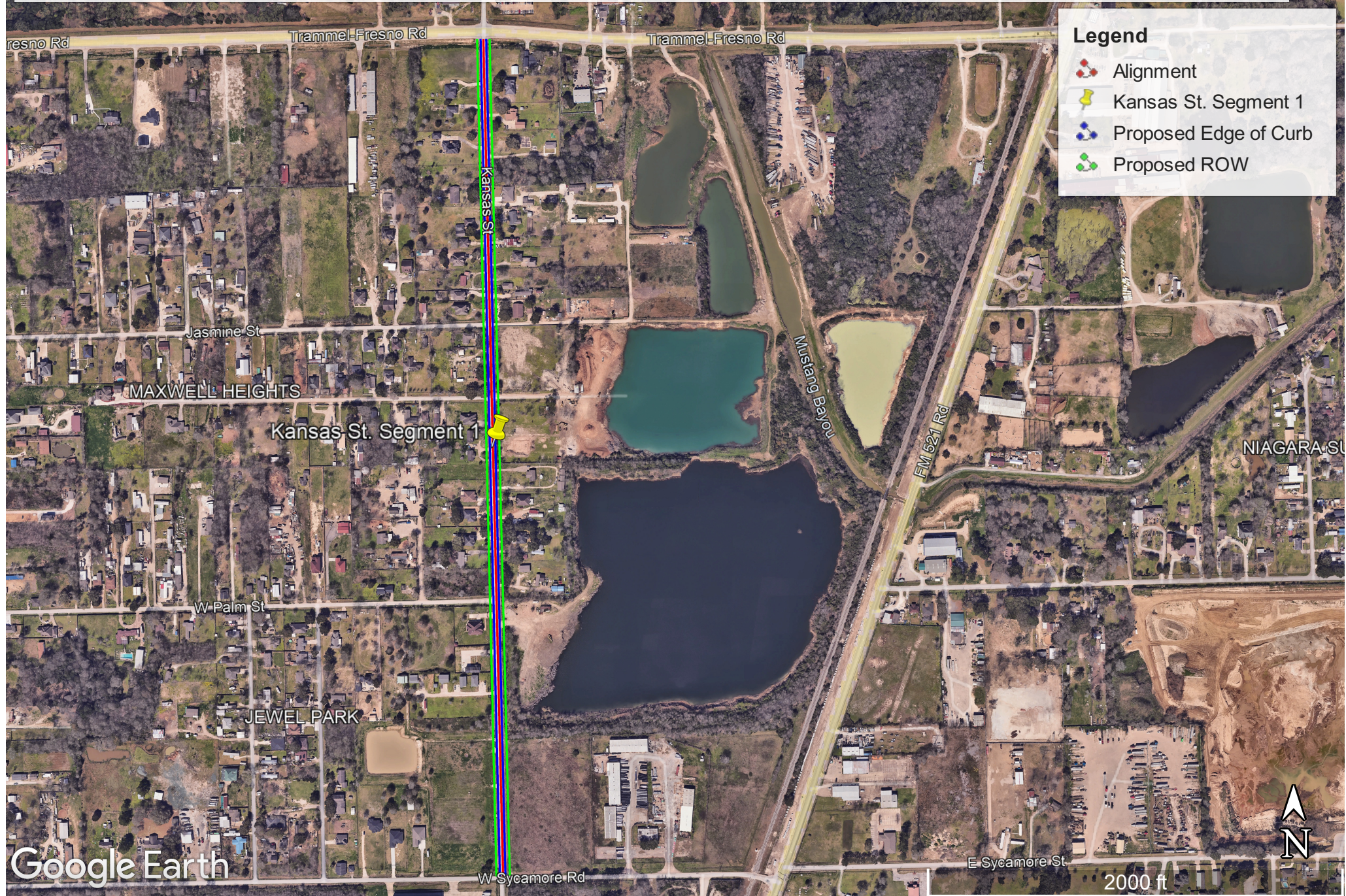
Title	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$255.00
Project Manager	\$205.00
Senior Project Engineer	\$190.00
Project Engineer	\$160.00
QA/QC Engineer	\$180.00
Senior Civil Engineer	\$190.00
Civil Engineer	\$150.00
Engineer-In-Training (EIT)	\$140.00
Junior Engineer	\$125.00
Senior Designer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



# Kansas St. Segment 1

## EXHIBIT - F

The project involves the complete reconstruction of the road with storm sewer system and sidewalks on both sides, having no ditches or shoulders. 40 driveways would need to be redone





# **APPENDIX A**

## **Sub- Consultant Proposal**

**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

February 27, 2025

Isani Consultants  
10448 Westoffice Dr.  
Houston, TX 77042  
Murthy Made, PE, PMP, ENV SP  
Murthy@isaniconsultants.com

**RE: Proposal for Project Topographic Survey Work  
23203-1 Kansas Street (Segment 1)  
Fort Bend County, Texas**

Dear Sirs:

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 of land use, including any special services needed, and also to make available pertinent existing data.

Kaluza, Inc., hereinafter called "SURVEYOR", proposes to render professional surveying services to Isani Consultants, 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 Kansas Street, from West Sycamore Road approximately 4,000 feet north along existing Kansas Street to Trammel-Fresno Road and outfall to adjacent sand pit.

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

**A. Topographic Surveying Services**

Research subdivision plats, right-of-ways, 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 for existing and proposed right-of-way alignment and for horizontal and vertical control points; Provide 24" x 36" .pdfs of survey control map and control sketches; Identify

the material and define all edges of and grade breaks for 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, type of tree, and drip line location 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; Show all drainage features and provide flowlines of all manholes, inlets, culverts, roadside ditches; 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. Obtain topographic survey information along intersecting streets approximately 100' in each direction.

Fee Amount = \$ 43,600.00

**B. Parcel Acquisition (per Parcel)**

Meet with Client 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.

Fee Amount (10 units)= \$ 15,000.00

**C. Abstracting and Title Research: (per unit cost)**

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.

Fee Amount (10 units) = \$ 5,750.00

**Additional Services**

If authorized by 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

D. Temporary Detention Pond Topographic Survey – Perform topographic survey on approximately 5 acres of land to be determined at a later date; location of improvements within 50’ of proposed detention pond and perform same services as described Topographic Survey basic services.

Fee Amount = \$ 11,700.00

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.

### **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 Topographic Surveying Services portion of the Project can be completed within forty days (40) 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 =	\$ 43,600.00
B. Parcel Acquisition: (10 unit) =	\$ 15,000.00
C. Abstracting & Title Research: (10 unit) =	\$ <u>5,750.00</u>

**Total Surveying Fees for  
Basic Surveying Services = \$ 64,350.00**

SURVEYOR will invoice CLIENT on a monthly basis 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 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 generally 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 "F" 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 working with you on this project.

Cordially,

**KALUZA, INC.**

*Llarance L. Turner*

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

Attachment

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Accepted - Title

---

Date

February 18, 2025  
Project No. 701741001

Mr. Murthy Made, PE, PMP, ENV SP  
Isani Consultants  
10448 Westoffice Drive  
Houston, Texas 77042

Subject: Proposal to Perform Geotechnical Evaluation  
Kansas Street – Segment 1  
Trammel Fresno Road to West Sycamore Road  
Fresno, Texas

Dear Mr. Made:

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 Tetra Tech, Fort Bend County Engineering, and your office and it outlines our scope of services, anticipated schedule, and lump sum fee for this phase of work.

## **SITE AND PROJECT DESCRIPTION**

This project, consists of improvements to Kansas Street, located in the Fresno area of Fort Bend County Precinct 2. Segment 1 extends from Trammel Fresno Road to West Sycamore Road, for a total length of approximately 4,000 feet. Kansas Street is currently a two-lane asphalt road with a roadside ditch drainage system. The road is planned to be reconstructed as a 27-foot-wide, concrete roadway with two 12-foot-wide lanes.

Current plans include 6-inch concrete curbs with sidewalks on both sides and an underground storm sewer drainage. We understand the storm sewers will have invert depths of about 10 feet or less. We further understand a roadside ditch drainage system is also being considered in lieu of the underground storm sewers.

The drainage system is planned to outfall into a temporary detention pond. The location of the temporary pond was not known at the time this proposal was prepared. However, we understand the pond will be approximately 5 acres in area and about 10 feet or less in depth. A geotechnical evaluation for the proposed pond is presented as an optional scope item below.



## SCOPE OF SERVICES

Our evaluation will be performed in general accordance with the Fort Bend County Engineering (FBCE) Design Manual (2024). Our scope of services includes the following:

- 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 alignment and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- Drill, log, and sample nine exploratory borings along the roadway alignment to depths of about 15 feet below the ground surface (bgs). A plan of these proposed borings is attached.
- Convert two of the boreholes to piezometers on conclusion of drilling for long-term water level measurements. Water level readings will be performed at 24 hours and 30 days. Boreholes not converted to piezometers will be backfilled with bentonite after 24 hours and pavements will be patched with like materials.
- Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, strength testing, California Bearing Ratio, and evaluation of chloride and sulfate content.
- Prepare a geotechnical letter report regarding trench safety.
- Prepare a geotechnical report presenting the results of our evaluation. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Texas, and will also 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;
  - Locations of known surface expressions of non-seismic growth faults in the vicinity of the site based on a review of readily available published geologic data in our library;
  - Earthwork considerations;
  - Excavation characteristics of onsite soils;
  - Potential for re-use of on-site soils and pavement millings;
  - OSHA soil classification and trench safety considerations;
  - Utility trench excavation, pipe bedding, and backfill recommendations;
  - Recommended drainage ditch side slopes;
  - Subgrade preparation measures;

- Concrete pavement recommendations; and
- Flexible pavement recommendations for temporary and permanent pavements; and

## **OPTIONAL SCOPE OF SERVICES – TEMPORARY DETENTION POND**

Our scope of services for the temporary detention pond includes the following:

- Drill, log, and sample three borings to depths about 20 feet bgs in the area of the temporary detention pond. The locations of these borings will be determined once the location and configuration of the proposed pond is known.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, dispersivity (i.e. crumb tests), and strength testing.
- Prepare a geotechnical letter report presenting the results of our evaluation sealed by a Professional Engineer licensed in the State of Texas. It will also 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; piezometer will be installed if pond site is not near the 2 piezometers installed for the road.
  - Earthwork considerations;
  - Excavation characteristics of onsite soils and considerations for stockpiling the excavated material for later replacement in the pond after it is no longer needed for a pond.
  - Potential for re-use of on-site soils; and
  - Detention pond recommendations, including allowable side slopes and clay liner (if needed).

## **ASSUMPTIONS**

- The roadway borings will be drilled in public right-of-way accessible to truck-mounted drilling equipment. Right-of-entry to the detention pond borings will be obtained for us by the prime consultant.
- Traffic control will be needed for our exploratory borings. A line item for traffic control is provided in our fee.
- The boreholes not converted to piezometers will be backfilled with bentonite and the pavement patched with like materials.
- The piezometers will be abandoned by others during construction.

- 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 plans.
- Ninyo & Moore will obtain any permits needed to perform work in Fort Bend County. We will not need to obtain any permits for environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of 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 initiating the fieldwork within about two weeks after authorization, and anticipate issuing a report within about four weeks after fieldwork is completed.

## FEE

We propose to provide our services for the lump sum fee presented in the table below.

Table 1 – Fee Estimate	
Item	Fee
Base Scope	\$25,600
Optional Scope: Temporary Detention Pond	\$8,300
Traffic Control (\$2,500 per day, estimated 2 days)	\$5,000

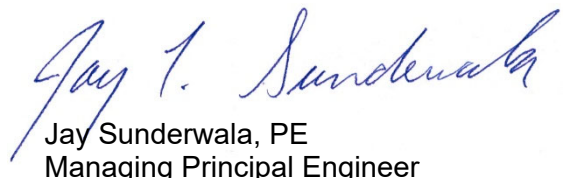
Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

To authorize our services, please sign and return the attached Work Authorization and Agreement. We look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Richard Whitt, PE  
Senior Engineer

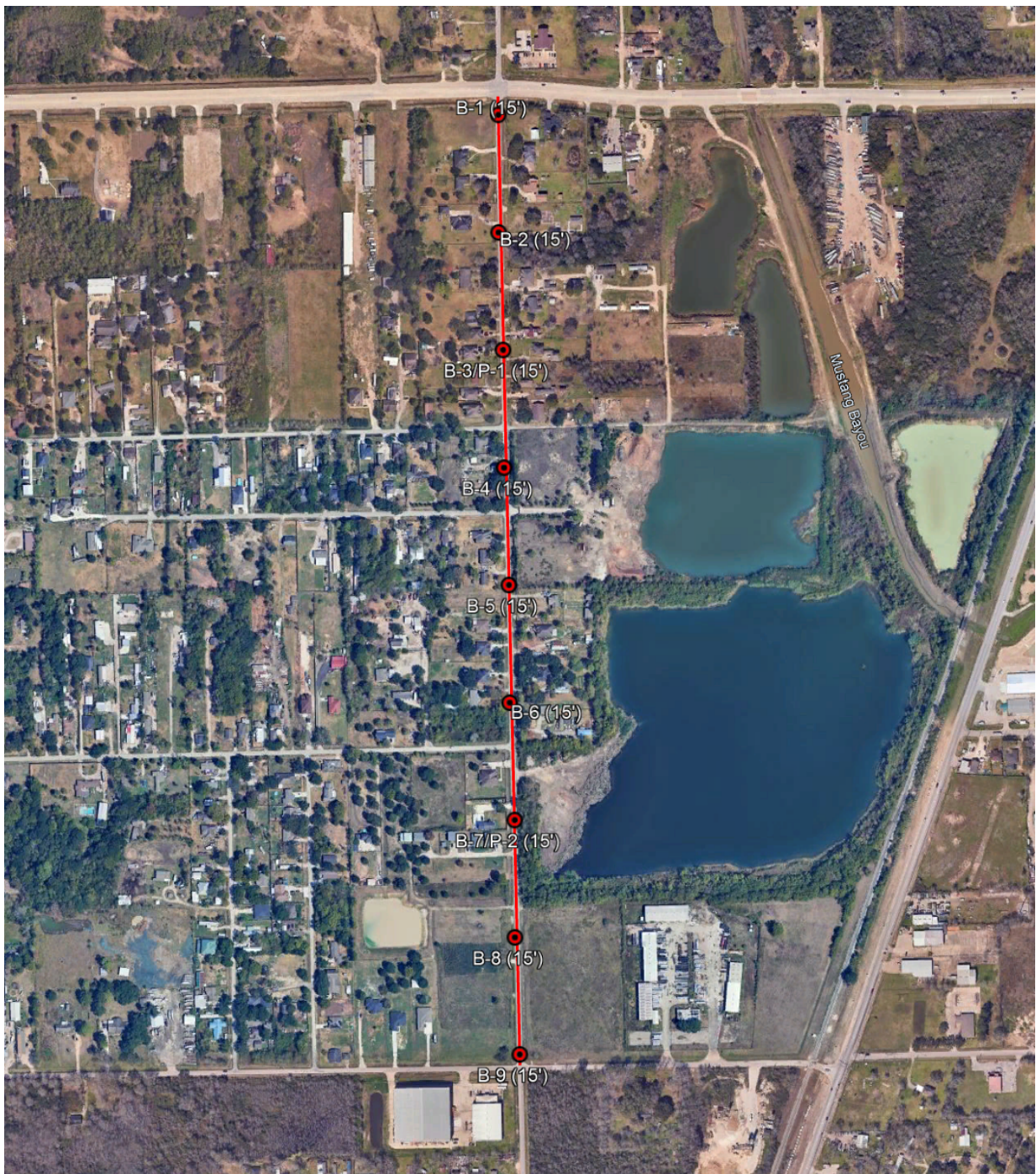


Jay Sunderwala, PE  
Managing Principal Engineer

RJW/JTS/lis

Attachment: Figure 1 – Proposed Boring Locations  
Work Authorization and Agreement





#### LEGEND

- **B-12** BORING LOCATION
- PROJECT ALIGNMENT



**FIGURE 1**

### PROPOSED BORING LOCATIONS

KANSAS STREET – SEGMENT 1  
 TRAMMEL FRESNO ROAD TO WEST SYCAMORE ROAD  
 FRESNO, TEXAS  
 701741001 | 2/25