

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Hillcroft Road from Fondren Road to Fuqua Street- Project No. 23220x)

This Agreement for Professional Engineering Services ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Rashieyeid, LLC ("Engineer"), a Texas limited liability company. County and Engineer may be referred to individually as a "Party" or collectively as the "Parties."

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

WHEREAS, County desires for Engineer to provide such services for design and construction services for Hillcroft Road from Fondren Road to Fuqua Street under Mobility Bond Project No. 23220x; and

WHEREAS, Engineer represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Engineer is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Engineer shall render services to County as provided in Engineer's Proposal attached hereto as "Exhibit A" and incorporated herein by reference (the "Services").

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2028. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is \$328,480.00. 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 \$328,480.00. 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 \$328,480.00 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 \$328,480.00.

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, 4th Floor
Richmond, Texas 77469

And

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

If to Engineer: Rashieyid, LLC
12623 City Square Ln
Houston, Texas 77047

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

RASHIEYEID, LLC

Digitally signed by Kamal Rasheed
DN: cn=Kamal Rasheed,
ou=Rashieyeid,
email=kamal@rashieyeid.com,
c=US
Date: 2025.08.12 19:44:24 -05'00'
Authorized Agent – Signature

Kamal Rasheed

Authorized Agent- Printed Name

Principal Engineer

Title

8/12/2025

Date

APPROVED:

J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Engineer's Proposal Follows Behind)

PROPOSAL – East Hillcroft Avenue

To: Fort Bend County
Attn: Gabriel Odreman, PE PMP
Tetra Tech – Program Manager
Tetra Tech
From: Kamal Rasheed, PE
Principal Engineer - Rashieyeid
Date: April 28, 2025
Re: Proposal for Engineering Service
for
East Hillcroft Avenue from Fondren Road to Fuqua Street (Project Number 23220x)

Rashieyeid, LLC is pleased to provide this proposal for preliminary engineering, design phase, and construction phase engineering services for Hillcroft Road from Fondren Road to Fuqua Street. This has an approximate length of 1,600 feet and is for two 12-foot-wide lane made of asphalt or concrete pavement. Two drainage systems will be considered for design, a road-side ditch and storm sewer.

BASE PROJECT LIMITS

The base limits for the project are for Hillcroft Ave on the east side of Fort Bend Parkway from Fondren Road to Fuqua Street ending at the curb returns for Hillcroft Ave at the tie-in. Intersection designs are not included. Optional extra items include connection to Rieden Drive, replacement of fencing along the proposed Hillcroft Road, traffic calming measures at the main intersections, panel replacement on the Hillcroft road on the west side of the Fort Bend Parkway from Fondren Road to Fuqua Street.

PRELIMINARY ENGINEERING PHASE SERVICES

The Preliminary Engineering Phase of the contract is to explore possibilities, identify conflicts and alternate solutions with corresponding cost to select the most cost effective, durable roadway to progress through design and to construction. Rashieyeid intends to comply with the goals and requirements for this project as described in the most recent edition of the Fort Bend County Engineering Department - Engineering Design Manual with any interim revisions.

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

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.

- Right of way and property lines of adjacent properties.
- Street addresses for adjacent properties.
- The owner's name and parcel size.
- Existing pavement edges and lane assignments.
- Existing private and public utilities (if any).
- Existing drainage facilities and direction of flow (as available).
- Existing traffic signals (if any).
- Existing driveways.

The map will be delivered as a 11"x17" PDF and *.kmz file.

Topographic Survey – This scope is contained in the attached surveyor's proposal, which include level A SUE

Right of Way Determination – This scope is contained in the attached surveyor's proposal

Geotechnical Investigation - This scope is contained in the attached geotechnical engineer's proposal

Alternatives Analysis – Rashieyid shall develop two alternatives, one for asphalt pavement with roadside ditches, and one for concrete pavement with underground storm sewer. Detention alternatives will also be evaluated to include an option to: (1) expand the existing adjacent detention pond, (2) a separate pond on additional property, and (3) underground detention. Included in each aspect of the road design and with ROW constraints, and construction costs analysis for each alternative.

Rashieyid will consider incorporation of design features that improve the design life of the facilities to be constructed and improve mobility, social and environmental conditions. Rashieyid shall make a recommendation to FBC for alternative design based on a cost efficiency analysis. The design shall consider sidewalks on each side of the road to match Fort Bend County design criteria, unless told otherwise by the program manager or FBC. Crosswalks at the intersections will be included.

Drainage and Detention- A drainage impact analysis shall be prepared and proposed conditions evaluated during the PER phase with no impacts. Rashieyid shall provide recommendations for impervious cover mitigation alternatives at the PER submittal including feasible locations for storm water detention, as described above. Rashieyid shall meet with the Program Manager to discuss storm water detention location alternatives prior to selecting locations to present in the PER. The drainage analysis report will be submitted to FBC Drainage district for approval before final design is started. This report will also be submitted to the City of Houston for review.

Utility Coordination – Rashieyid will provide Level C and D utility location service, Defined as:

- Quality Level D. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.
- Quality Level C. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily in rural projects where utilities are not prevalent or are not too expensive to repair or relocate.

This includes but is not limited to performing research to identify existing utilities using the site visit, internet search tools, and available records. A list of all possible private and public utilities will be developed including current contact information and description of the utility. Rashieyid will contact all the utility owners and obtain their record drawings. Rashieyid will follow each utility owner's procedures for requesting maps and submitting plans at 30%, 70%, 95% and Final submittal. Rashieyid will add the existing utilities to the maps and drawings. Rashieyid will develop a Utilities Conflict List of all potential utility conflicts that shall include at a minimum the contact information for the utility, the conflict location, and all communications with the utility. An Excel spreadsheet with embedded links to PDF versions of the communication is acceptable. Rashieyid shall ask each utility if they will upgrade or change their utility in any way as a result of the road improvements or for any other reason during the expected duration of this project through construction. If during design, a Utility Agreement is needed, Rashieyid will notify the Program Manager. Rashieyid will be required to provide all project exhibits that are needed for the Utility Agreement. If Level A or B utilities confirmation is needed, Rashieyid will coordinate with the Program Manager to address in a separate proposal.

Preliminary Engineering Report – Rashieyid will prepare a comprehensive Preliminary Engineering Report with all gathered information and data, analysis of design alternatives, costs, and recommendations. The following items will be included in the report:

- Project location and scope of the project.
- Existing conditions – Maps, photos, descriptions, survey, and contact information.
- Existing Utilities, including contact information and Utilities Conflict List
- Proposed roadway design with alternatives and highlighting and deviation from applicable design standards. Include typical sections for all alternatives to be considered. Provide a description of each alternative and the design elements.
- Existing and proposed Drainage and Detention systems.
- Proposed Right-of-Way based on each alternative with estimated acquisition costs.
- Proposed Traffic Signal, if applicable.
- Geotechnical Investigation with alternatives, results, and recommendations.
- Permit and Regulatory Requirements.
- Cost Estimate per each alternative.
- Summary of comprehensive recommended design and costs.
- Appendices – Include items listed in the Fort Bend County Engineering Department – Engineering Design Manual, Section 1. 30% complete plan view drawings are included for the recommended alternative.
- Reports - Include the reports listed in the Fort Bend County Engineering Department – Engineering Design Manual, Section 1.

Presentation of Results –Rashieyid will prepare a 45-minute PowerPoint presentation summarizing the alternatives, costs, and recommendations for the project based on the Preliminary Engineering Report. This presentation will be provided in-person to the Fort Bend County Engineering Department, Program Manager, and Precinct 2 Office and will be followed with time for Q&A. The presentation slides will be sent to the Program Manager at least a week prior to the presentation meeting for review.

DESIGN ENGINEERING SERVICES

Rashieyeid shall develop and submit construction plans and cost estimates at 70%, 95% (considered final but not sealed/signed), and 100% (Final complete) design stages for review by the Program Manager, Fort Bend County, Utility companies, municipalities, and any other entities necessary to gain approval to progress to construction. The 95% and Final submittals will include a complete bid form and Project Manual ready for bidding. The bid form will be in spreadsheet format and have all cells locked except the ones where unit cost will be input. The construction plans and other items shall be submitted in a clean PDF format for all submittals. If hard copies are required to gain plan approval, Rashieyeid shall provide them.

Design Criteria – Rashieyeid will make every effort to design the project to conform to the requirements of the following design manuals. Rashieyeid will request approval from the Program Manager before proceeding with any designs that do not comply with Fort Bend County criteria. The project is in the City of Houston jurisdiction, so Rashieyeid shall confirm with the City of Houston the criteria and standards to be used.

- Fort Bend County Engineering Department - Engineering Design Manual (Latest Edition)
<https://www.fortbendcountytexas.gov/sites/default/files/2023-07/20220301-Engineering-Design- Manual.pdf>
- Fort Bend County Drainage Criteria Manual (Latest Revision)
<https://www.fortbendcountytexas.gov/government/departments/county-services/drainage- district/drainage-criteria-manual>
- Fort Bend County Interim Atlas 14 Drainage Criteria Manual and Minimum Slab Elevation Criteria (Latest Revision)
https://www.fortbendcountytexas.gov/sites/default/files/2021- 10/3357_dd4_drainage_manual_revisions.pdf
- Harris County Design Guidelines (use if FBC does not have a criteria or standard on an specific item) – Various design guidelines are available from Harris County. Rashieyeid shall use the latest revision available.
- Texas Department of Transportation (TxDOT) (use if FBC or HC do not have a criteria or standard on an specific item)- Various design guidelines are available from the Texas Department of Transportation. Rashieyeid shall use the latest revision available.
- Texas Manual on Uniform Traffic Control Devices (TMUTCD), published by TxDOT.
- Public Utility designs shall comply with the requirements of the municipality having jurisdiction, the Texas Commission on Environmental Quality, and the Texas Water Code.
- Private utility crossings shall comply with the requirements of the utility owner. This also applies to railroad and irrigation channel crossings.

Removal - Rashieyeid will prepare plan view only plans to show the removal of the existing gravel road, drainage piping, drainage structures, driveways, trees, fences, signs, and other undesirable items will be removed to provide a clear right of way for road and drainage construction, as needed. Positive drainage and access to occupied adjacent properties will be maintained at all times.

Roadway - Rashieyeid will progress the development of the approved design from the PER to construction ready plans including plan and profile drawings with all existing and proposed features. Rashieyeid will utilize Fort Bend County standard drawings and supplement with any necessary custom details or special details. All driveways will be reconstructed through the project limits per FBC standards.

Pedestrian Facilities – Rashieyeid will include the pedestrian facilities on the roadway plan and profile drawings, as directed from the PER phase. The project will include sidewalks as approved during the PER stage. Sidewalk design will follow the Fort Bend County Engineering Department – Engineering Design Manual requirements. Rashieyeid shall register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain a review of the construction plans by an approved firm followed by inspection of the pedestrian facilities after construction and receiving a passing inspection.

Drainage and Detention- The drainage and detention system that is selected during the PER Phase will be designed in compliance with the Fort Bend County Engineering Department – Engineering Design Manual and the Fort Bend County Drainage District Drainage Criteria Manual with the ATLAS 14 update. The roadway drainage system, whether open ditch or storm sewer can be profiled on the roadway plan and profile drawings. Utilize Fort Bend County standard detail drawings and supplements with Harris County or TxDOT standard as needed.

Traffic Control Plan – The Traffic Control Plan (TCP) shall be designed to always provide access to existing driveways during construction. If an existing road cannot accommodate two-way traffic during construction, Rashieyeid would implement a detour and close one lane. In the event of implementing a detour, the traffic flow should remain in the same direction for the duration of construction. Do not change the traffic flow direction at any point during construction. Placement of temporary pavement will not be permitted for this purpose.

Utilities – Rashieyeid will update the Utilities Conflict List and submit it with the 70%, 95% and Final submittals to all utility owners with facilities in the project area. Railroad and irrigation channels will be included, if applicable, on the utilities conflict list. Rashieyeid will update the utility locations and apply notes required by the utility owners for crossing, working around, or relocations to the construction plans. Rashieyeid 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 the design a Utility Agreement will be needed, Rashieyeid will notify the Program Manager expeditiously. Rashieyeid will provide any project exhibits that are needed for the Utility Agreements.

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

Site Visit - Rashieyeid shall visit the site prior to the 100% submittal, observe and photograph existing conditions noting the road condition, new construction around the road, changes to existing utilities, and anything that could impact the construction process. Rashieyeid will advise the Program Manager of any issues observed during such site visit and update the plans accordingly.

Right of Way – The proposed roadway is to be constructed within a standard 60-ft right of way where feasible. The right of way currently varies between 60-70 ft. If an additional right of way is recommended and approved for this project during the PER phase, final parcel surveys and metes and bounds shall be included with the 70% submittal or before (the sooner the better). Temporary Construction Easement surveys and descriptions will be identified for the reconstruction of private driveways extending beyond right of way limits and submitted with the 70% submittal.

Permitting/Coordination – Rashieyeid will identify all entities required to review and approve the construction plans and obtain their approval prior to the Final submittal. Rashieyeid 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.

BID AND CONSTRUCTION PHASE SERVICES

Bidding – Rashieyeid 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 the contract award based on Fort Bend County Procurement procedures. Rashieyeid will review the bid tabulation and bidder references and provide comments or confirm they have no concerns.

Fort Bend County will contract with another firm for Construction Management of the Project.

Rashieyeid's services during construction will include the following tasks.

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

This part of the proposal will be billed at times and materials with a cap not to exceed \$30K. At times of incoming fee, the design engineer shall provide details in the changes, including hours per person and titles, and comments of each task performed.

PROJECT MANAGEMENT ITEMS

Rashieyeid 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:

- An in-person kick-off meeting (after the contract with FBC is in place) will be held at the office of the design or the Program Manager and including one representative from each subcontracted firm. The engineer shall prepare the Meeting Minutes and distribute within a week after the meeting.
- Rashieyeid 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.
- Rashieyeid 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 MS 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.
- Rashieyeid shall provide meeting minutes for all Meetings with Fort Bend County, the Program Manager, public or private utilities, or landowners.
- Rashieyeid will provide a simple written monthly progress reports to coincide with the last day of the company'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.
- Rashieyeid 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.
- Rashieyeid shall coordinate and attend project related meetings as needed.
- Rashieyeid shall conduct regular meetings with their subcontracted firms and document all communications. Rashieyeid shall make sure that all work products from their subcontracted firms are received and secured in a timely fashion.

Rashieyid shall provide work products as requested by Fort Bend County or the Program Manager per the schedule and upon request.

- Rashieyid will invoice timely, including work performed by subcontractor. Rashieyid shall submit its invoices to the Program Manager via email for confirmation that the invoice is acceptable in format and progress. Once confirmed by the Program Manager, Rashieyid will upload its invoices to MasterWorks and notify the Program Manager. Rashieyid will be responsible for paying their subcontractors within 30 days of receipt of payment from Fort Bend County.
- Rashieyid 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.
- Rashieyid shall obtain all plan approvals and permits necessary for the project to proceed to construction.
- 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.

OPTIONAL ADDITIONAL EXTRAS

The following are optional additional items to be added to the scope of work of this project at the program manager's direction:

Connection to Rieden Drive: Rashieyid will add to the design a connection to Rieden Drive to the proposed east Hillcroft Avenue. The connection will also include removal and replacement of the pavement from the connection to the curb return at the intersection of Babybriar Drive, approximately 120 feet to the east. The survey for this area is addressed by the attached survey proposal. Rashieyid will coordinate with the HOA.

Replacement of fencing along the proposed Hillcroft Road: Rashieyid will add to the design the replacement of the existing fencing along east side of the proposed road. This will include the evaluation of alternatives for the type of fencing with a selection of the preferred type to be selected by the client. Rashieyid will provide the sketches/exhibits for temporary construction easements during design for use in obtaining the easement. Coordination and negotiation with the landowners for the easements is not included in the scope of work.

Traffic calming measures: Rashieyid will provide traffic options during preliminary design for traffic calming measures at the two intersections at the north and south of the project. Methods shall include usage of traffic striping and road geometry changes at the intersections. The selected alternative will be incorporated into the final design.

Panel replacement on the West Hillcroft road: The boundary is from along the on the west side of Fort Bend Parkway along Hillcroft Road from Fondren Road to Fuqua Street. Rashieyid will prepare a preliminary report which will outline the necessary repairs required for the roadway, ensuring informed and effective decision-making. The report will include:

- **Severity and Cost Transparency:** The report categorizes observed distress by severity (excellent, good, fair, poor, failed) and provides a detailed cost estimate for repairs associated with each category.
- **Prioritization Based on Budget:** The cost estimates will be broken down by severity.
- **Guiding Engineering Design Drawings:** Once the client makes informed decisions based on the report's findings and cost estimates, the information can be used to develop specific engineering design drawings for the chosen repair approach:
- **Material Selection:** The report will identify specific types of distress (cracks, potholes, rutting). This information can guide the selection of appropriate materials for repairs in the design drawings.

We will conduct a site visit to visually document the condition of individual roadway panels and assigning a corresponding rating. Each panel will be rated for: Spalled Cracks, Punchouts, Asphalt Patches, Concrete Patches, and Average (Transverse) Crack Spacing. An exhibit will be created of the existing road using existing record, GIS information, and aerial photography. We will prepare a detailed cost estimate for roadway repairs, separating costs by panel severity rating (excellent, good, fair, poor, failed) and itemizing projected construction costs, excluding quantified labor and equipment costs. Based on the client selection for rehabilitation, from the severity rating, the rehabilitation of the panels will be included the final design for the project. Geotechnical engineering for the panel replacement is addressed by the attached geotechnical proposal.

CLIENT REQUIREMENTS AND EXCLUSIONS

This proposal includes only items directly listed in the scope of work of this proposal. Items not listed in the scope of work must be addressed by separate proposals not included in this proposal's scope of work.

Legal contract front-end documents for construction bidding to be included in the project manual/specifications are not included in this proposal and must be supplied by the client.

The items indicated below are excluded services and shall either be provided by the owner or are not expected to be needed for the project. Therefore, these items are not included in the scope of services:

- Any item not specifically mentioned in this proposal.
- Intersection changes

- Any survey item not mentioned in the surveyor's proposal including obtaining rights of entry
- Any traffic engineering item not mentioned in the traffic engineer's proposal. However, traffic control and pavement markings is included.
- City of Houston Design Concept Report (DCR) process
- Community Outreach
- Streetscaping
- Property Acquisition Services
- Design for water or sanitary sewer lines
- Environmental Engineering Service including an ESA I and/or II
- Arborist services
- Construction Management and Inspection Services
- Landscape Architecture Services
- Street Lighting
- Wetland Mitigation.
- Incurred fees including municipal fees for the development which are budgeted for but will be billed separately.
- Offsite engineering and plans for areas not mentioned in this proposal.
- Scope for changes to the development or project type
- Building design or building demolition including any architectural related services
- Fees for other consultants not directly mentioned in this proposal.
- Landscape Architectural Design Services
- Arboriculture Services
- SWPPP monitoring
- Additional Phasing or bid alternatives.
- Architectural Renderings
- Preparation of energy calculations and / or life cycle cost analysis
- Alternative Bidding methods such as CMAR or CSP
- Services requested by client, but not listed in this agreement.



FEE SCHEDULE

A detailed level of effort used for the basis for this fee is attached to this proposal. The prices for the proposed services are as follows:

Project Management	\$13,575
Preliminary Engineering Phase	\$101,384
Design & Bid Phase	\$91,200
Construction Phase	\$30,000
Optional Additional:	
Topographic Survey (Additional) by others	\$17,710
Rieden Rd Connection and Improvement - preliminary phase	\$2,310
Rieden Rd Connection and Improvement - design phase	\$5,925
Rieden Rd Connection and Improvement - survey	\$2610
Replace Fencing along east side of Road - preliminary phase	\$3,210
Replace Fencing along east side of Road - design phase	\$4,470
Traffic Calming Measurements at Intersections - preliminary phase	\$5,925
Traffic Calming Measurements at Intersections - design phase	\$11,475
Panel Replacement on West Hillcroft - preliminary phase	\$15,615
Panel Replacement on West Hillcroft - geotechnical engineering	\$6,936
Panel Replacement on West Hillcroft - design phase	\$6,135
Allowance for COH Permit Filing Fees	\$10,000
Total	\$328,480

The project fee is a lump sum basis for the preliminary and design phase. The project fee is a time and material basis for the bidding and construction phase services. Additional subconsultant services are to be bill at cost. Municipal fee incurred will be billed at cost. Other fees and expenses will be billed at cost. Please contact me if you have any questions or concerns.

Sincerely,

Kamal Rasheed, PE CFM
Principal Engineer
Rashieyeid
kamal@rashieyeid.com
346 333-1110

Attachments:

Project Map
Detailed Level of Effort
Subconsultant proposals
Rate Schedule

E. Hillcroft Road

Propose East Hillcroft Road from Fondren Road to West Fuqua Street for a total approximate length of 1,600 feet and provide two 12-foot-wide lane asphalt or concrete pavement with drainage system to be decided during design between road-side ditch or storm sewer. A traffic signal is considered at W. Fuqua



[illegible]

Professional Services Unit Rates

2024

Hourly billing rates for various classifications Rashieyeid LLC personnel are indicated below and are subject to annual revision.

Staff Classification	Rate
Principal Engineer (PE)	\$375.00
Project Manager (PE)	\$300.00
Senior Project Engineer (PE)	\$270.00
Project Engineer (PE)	\$225.00
Graduate Engineer (EIT)	\$150.00
Engineering Intern	\$110.00
Senior CAD Designer	\$150.00
Senior Inspector	\$150.00
CAD Designer	\$120.00
Inspector	\$120.00
Administrative Professional	\$90.00



United Engineers, Inc.

CIVIL ENGINEERING ♦ LAND DEVELOPMENT ♦ CONSTRUCTION MANAGEMENT
SURVEYING ♦ UTILITY ENGINEERING
TBPE FIRM #F-000142; TBPLS FIRM #10117800

March 17, 2025

Kamal Rasheed, PE, CFM
3411 Richmond Avenue, Suite 630
Houston, Texas 77046

**Re: Survey Proposal for Hillcroft from Fondren Rd. to W. Fuqua St.
UEI Proposal P2025-03-17**

Mr. Rasheed:

United Engineers, Inc. (UEI) is in receipt of your request for a cost proposal to perform professional surveying services on the above captioned project. This project includes a Topographic Survey (Cat. 6, Cond. II), ROW/Topo Maps (Cat. 1B, Cond. II), Proposed ROW Acquisition (Cat. 1A, Cond. II) and Survey Control Maps per Fort Bend County Survey requirements. The project areas consist of the following items listed below:

SCOPE OF SURVEY SERVICES:

1. Establish Horizontal and Vertical Control Datum:

- a. Texas State Plane Coordinate System, South Central Zone (4204), NAD 83' (2011), ITRF (EPOCH 2010.0000), NAVD 88 (GD 12B).
- b. GPS observe control (RTK), UEI control, NGS control, FBC Control and HGCSO control if found within project area.
- c. GPS observe control (Static), UEI control, NGS control, FBC Control and HGCSO control if found within project area.
- d. UEI will run conventional levels through UEI control.
- e. UEI will provide Project NGS control, FBC control and HGCSO control with published versus as observed comparison if found within project area.

2. Category 6, Condition II (Topographic Survey) from Fondren Road to W. Fuqua Street, (Approx. 2,400 LF in existing right of way):

- a. Standard Topographic survey, see limits defined in Exhibit "A" and include 100' cross sections along route survey.
- b. Topographic Survey will extend up the side streets, 100 feet each direction along W. Fuqua Street, Fondren Road, Fort Bend Parkway Toll Road Frontage Road and Applridge Drive.
- c. Topographic Survey will extend 15' beyond the existing ROW where possible.
- d. Place 811 ONE CALL and all locates will be surveyed in.
- e. UEI will coordinate with Geotech firm to tie in up to 10 boreholes.

3. CAD Services (Utility Base Plan and Profile):

- a. UEI will perform private and public Utility Research.
- b. Create and provide a Utility Base Plan and Profile along with a DTM and dynamic storm sewer and sanitary sewer.

4. Existing Topo/ROW Survey Maps:

- a. Provide Category 1B, Condition II (Topo/ROW Maps) along project limits.

5. Survey Control Maps:

- a. Generate Survey Control Maps for the project area.

ADDITIONAL SCOPE OF SURVEY SERVICES:

1. Proposed ROW Parcel Acquisition:

- a. Recon and utilize existing Control, see Exhibit "A".
- b. Provide Category 1A, Condition II, ROW Parcel Acquisition.
- c. UEI will provide Limited Title Report for all abstracting requested and identify all current property owners at the time of survey.
- d. UEI will set all parcel corners prior to signing and sealing parcel acquisition plats.
- e. UEI will provide parcel plats and metes and bounds for all parcels.

2. Proposed Basin, Category 6, Condition II (Topographic Survey):

- a. UEI will set new control in Proposed Basin area.
- b. UEI will extend cross sections through property and provide topographic survey for up to 60k Sq. Ft. tract and provide spot elevations at all grade breaks, approximately 50' grid.
- c. UEI will coordinate with Geotech firm to tie up to 5 boreholes within proposed basin.

3. SUE Level 'A' Test Hole:

- a. Perform 811 ONE CALL.
- b. Coordinate with Utility.
- c. Designate Utility if possible.
- d. Provide 2 (two) Test Hole Data Sheets.
- e. Update CAD file to reflect the utility in plan.

4. Additional Topographic Survey (Reiden Drive 150 LF):

- a. Set additional control along Reiden Drive, GPS in control if line of site is not available.
- b. Submit revised 811 ONE CALL and research utility and acquire records.
- c. Extend Topographic survey 150 feet along Reiden Drive.
- d. Update Master Plan and Master Profile with additional survey.
- e. Extend ROW/Property lines along Reiden Drive.
- f. Update ROW/TOPO Maps.
- g. Update Survey Control Maps.
- h. Set centerline ROW Baseline.

SUBMISSION SCHEDULE AND DELIVERABLES:

UEI proposes to begin the work within five (5) working days after receiving your written notice to proceed and will attempt to complete all work described in the scope of services, within 20 working days, additional services will add more time if they are requested.

If Additional Survey Scope of Work is selected, The Parcel Plats and Metes and Bounds will take approximately 20 additional working days. The additional topographic survey will take approximately 3 additional working days. These timeframes are after the survey is completed in the scope of services and are contingent on weather conditions and holidays.

UEI's deliverables for the topographic survey will be an ascii file, base plan drawing in AutoCAD format depicting existing right of way, current conditions, and utilities in plan and profile view, Topographic/ROW maps as well as Survey Control Maps signed and sealed by the Registered Professional Land Surveyor.

COMPENSATION

Our fee for providing the professional surveying services as outlined in the SCOPE OF SERVICES fee will be **LUMP SUM**, see breakdown below:

SCOPE OF SURVEY SERVICES:

Item #1: Horizontal and Vertical Control Datum	\$ 4,330.00
Item #2: Topographic Survey	\$ 8,370.00
Item #3: CAD Services Utility Base Plan & Profile	\$ 3,050.00
Item #4: Existing Topo/ROW Survey Maps	\$ 5,410.00
Item #5: Survey Control Maps	<u>\$ 4,290.00</u>
Total	\$25,450.00

.....

ADDITIONAL SCOPE OF SURVEY SERVICES:

Item #1: ROW Acquisition (\$3,900 per parcel)	\$ 3,900.00
Item #2: Proposed Basin Topographic Survey	\$ 5,190.00
Item #3: SUE Level 'A' Pothole (2 Pothole Up to 8' deep)	\$ 8,620.00
Item #3: Additional Topographic Survey	\$ 2,610.00

Mr. Kamal Rasheed, PE, CFM
Survey Proposal for Hillcroft
UEI Proposal P2025-03-17

UEI appreciates this opportunity to submit this proposal and we look forward to working with you to make this a successful project. Should you have any questions, please call me or Kefelegne Tesfaye, P.E. at 713-271-2900.

Sincerely,

UNITED ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'C. Norris', is written above a horizontal line.

Christin M. Norris, P.E., R.P.L.S.

Director of OSP Telecommunications Design, Land Surveying and Utility Coordination

E. Hillcroft Road

Propose East Hillcroft Road from Fondren Road to West Fuqua Street for a total approximate length of 1,600 feet and provide two 12-foot-wide lane asphalt or concrete pavement with drainage system to be decided during design between road-side ditch or storm sewer. A traffic signal is considered at W. Fuqua



PROJECT NAME:
 CONTRACT NUMBER:
 CLIENT:
 SUB PROVIDER NAME:

HILLCROFT

TASK DESCRIPTION	Hours RPLS	Hours Senior Survey Tech	Hours 3-Person Survey Crew	Hours 2-Person Survey Crew	Hours Survey GPS Instrument	Hours Survey Crew Truck	TOTAL LABOR HRS	TOTAL LABOR COST
Set Horizontal and Vertical Control			8			8	16	
		2		8	8	8	26	
GPS Control and Define Datum							0	
	1	2					3	
Process GPS and produce Control Layout							0	
							0	
Topographic Survey			30			30	60	
							0	
Locate and tie Right of Way or Property Lines			8			8	16	
							0	
Process control and topographic survey	2	8					10	
							0	
Draft ROW/Topographic survey plat		16					16	
							0	
Survey Control Map	1	16	8			8	33	
							0	
Property Research		8					8	
							0	
Review Topographic Survey Plat	1						1	
							0	
One Call 811		2					2	
							0	
SUE Level B-D		12					12	
							0	
SUE Processing		2					2	
							0	
Review SUE deliverables	1						1	
		4					4	
Utility Coordination							0	
							0	
SUBCONTRACT SERVICES							0	
TRAVEL \$.49/MILE							0	
BUSHHOGGING							0	
HYDRO-AX							0	
REPRODUCTION							0	
RECORDS FEE							0	
PERMIT FEES							0	
HOURS/MILES SUB-TOTALS	6	72	54	8	8	62	210	
LABOR RATE PER HOUR	\$250.00	\$140.00	\$200.00	\$150.00	\$40.00	\$25.00		
ESTIMATED HOURS PER DAY	8	8	8	8	8	8		
ESTIMATED DAYS	0.75	9	6.75	1	1	7.75		
TOTAL COSTS	\$1,500.00	\$10,080.00	\$10,800.00	\$1,200.00	\$320.00	\$1,550.00		\$25,450.00

\$25,450.00

**February 10, 2025****Rashieyeid Engineering+**
3411 Richmond Avenue, Suite 630
Houston, Texas 77046**Attn: Mr. Kamal Rasheed, PE, CFM**
Principal Engineer**Re: Proposal**
Geotechnical Investigation
Proposed East Hillcroft Road
Fondren Road to West Fuqua Street
Precinct 2
Fort Bend County, Texas**HTS Proposal No.: 24-00309 Revision 2****Dear Mr. Rasheed:****1.0 INTRODUCTION**

In response to your request, HTS, Inc. Consultants (HTS) is pleased to submit this proposal to Rashieyeid Engineering+ to provide a geotechnical investigation pertaining to the proposed development of the East Hillcroft Road in Precinct 2, Fort Bend County, Texas. HTS thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team.

Project information was provided to HTS by Mr. Gabriel Odreman with Tetra Tech through an email dated October 23, 2024. Based on HTS's review of the information provided, a summary of our understanding of the proposed project is provided in Table below.

TABLE: PROJECT DESCRIPTION AND DOCUMENT BASIS

Site Location	This project, located south of City of Houston, Texas within Fort Bend County Precinct 2 and within City of Houston limits in Fort Bend County, Texas.
----------------------	--

Project Items	<p>HTS understands that the project includes the construction of a roadway (asphalt or rigid pavement) and construction of a detention pond.</p> <p>The proposed East Hillcroft Road will extend from Fondren Road to West Fuqua Street, covering an approximate total length of 1,600 feet and providing two 12-foot-wide lanes with either asphalt or concrete pavement.</p> <p>Rashieyid Engineering+ informed us that a detention pond will be constructed as part of the project; however, its final location, depth, and area have not yet been determined. Two potential locations for the pond are currently being considered: Location 1 (approximately 4.5 acres), which involves using and extending the existing pond just west of the proposed road; and Location 2 (approximately 1.5 acres), which would utilize the area at the northeast end of the road site. HTS has assumed a maximum depth of 14 feet and a maximum area of 4.5 acres for the proposed detention pond for this proposal preparation.</p>
Site History	<p>Based on historical Google Earth imagery, the site is located near a ditch and has bushes.</p>
Site Access	<p>Stiff ground conditions are anticipated and should be accessible by a track mounted drill rig when dry, but ground surface could become inaccessible after rainfall. We understand that site clearing for drill rig access is not needed.</p>

The purpose of this geotechnical investigation is to provide:

- recommendations for roadway construction.
- recommendations for roadway subgrade preparation.
- characterize the site subsoil at the location of proposed detention pond.
- subgrade preparation and construction requirements for the proposed detention pond.

The remaining portions of this proposal present the proposed work scope, estimated costs, and an estimated schedule to provide geotechnical engineering services.

2.0 SCOPE OF WORK

HTS proposes that the scope of work for the geotechnical investigation be as follows:

- Drill and sample a total of 4 geotechnical borings to a depth of 10 feet within the area of the proposed roadway of the proposed roadway and 5 borings (1 boring per acre) at a depth of 25 feet within the area of the proposed detention pond. The location of the proposed borings are provided in the attachment with this proposal. The depth and number of borings are selected based on Fort Bend County Geotechnical Investigation guidelines.

- Convert 1 detention pond boring into piezometer to record long term water level readings in accordance with Fort Bend County Engineering Department “Engineering Design Manual” dated March 2022. The location of the proposed piezometer will be determined after the location of the detention pond is selected.
- Obtain both disturbed and undisturbed samples continuously to a depth of 20 feet and 5 feet intervals thereafter.
- Obtain utilities clearance for all the boring locations by calling TX 811.
- Measure groundwater levels in the borings during drilling and within approximately 24 hours after the completion of drilling.
- Backfill the borings with soil cutting after drilling. Mark the borings with spray marking/ stakes that extend at least 3 feet above the ground surface, tie survey flagging near the top of the stakes, and label the stakes with the boring number. After the completion of our field activities, the client will be notified for surveying of the boring locations.
- Perform laboratory tests to classify and determine the engineering properties of the subsurface Soil classifications will be performed in strict accordance with ASTM D 2487. The laboratory program may include the tests described in the Table below.

TABLE: LABORATORY TESTING GENERAL PROCEDURES

Laboratory Test	Applicable ASTM/Standard Procedures
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Material Finer than No. 200 Sieve	ASTM D1140
Unconfined Compression Strength	ASTM D2166
Triaxial UU compression Test	ASTM D-2850
Triaxial CU compression Test	ASTM D-4767
Specific Gravity of Soils	ASTM D-854
Crumb Test	ASTM D 6572
Double Hydrometer Test	ASTM D 4221

- Characterize the site subsoil and groundwater conditions and provide the results on the “gINT” boring logs.
- Perform engineering analyses to develop geotechnical recommendations including final asphalt/ concrete pavement recommendations (which will include pavement layer thickness) including subgrade stabilization requirements.

- Perform slope stability analyses in order to determine the stability of the side slopes of the proposed detention pond in the short-term, rapid drawdown, and long-term conditions using subsoil parameters derived from field and laboratory tests.
- Provide recommended subgrade preparation and construction requirements for the detention pond.
- Provide erosion control recommendations for the outfall locations and the side slopes of the detention pond, as needed.
- Conduct a desktop geological fault study, which may include reviewing existing fault maps along the project alignment or at the specific project site that could impact the project design.
- Submit a pdf file of a report which presents the results of the geotechnical investigation.

Note: Hard copies of the report will be provided upon request at an additional cost of \$30.00 per report.

3.0 COST AND SCHEDULE

HTS' proposed cost to complete the scope of work as designed in Section 2.0 above is \$22,429.00. The estimated costs are provided in the attached Cost Estimate.

We estimate that about 5 weeks after receipt of the notice to proceed will be required to complete the geotechnical investigation if no delays are encountered with respect to weather conditions and/or site access. The table below summarizes the proposed project schedule.

TABLE: APPROXIMATE SCHEDULE FOR THIS PROJECT

Description of Work	Schedule
Beginning of field exploration	Anticipated to be within a week after the authorization to perform the work is received
Duration of field exploration	Anticipated to be completed within 3 working days.
Laboratory testing	Anticipated to be completed within 3 weeks after the completion of the field exploration
Final Report	Anticipated to be 1 week from the completion date of the laboratory testing
Project Duration	Anticipated to be 5 weeks from the notice to proceed to the submittal of the final geotechnical report.

4.0 CLOSING REMARKS

We appreciate the opportunity to present this proposal to you and would be pleased to discuss the contents of this proposal with you at your convenience. Your approval of this proposal may be indicated by aggregating a subconsultant agreement with HTS, Inc. Consultants.

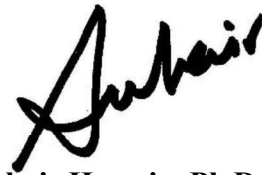
We look forward to being of service to you.

Respectfully submitted,

HTS, Inc. Consultants



Imran Hossain, P.E.
Geotechnical Services Manager



Jubair Hossain, Ph.D., P.E.
President

Attachment: Cost Estimate
Proposed Boring Locations

IH/JH:rg
H:\Proposals All\Proposals-24\RE-24-00309 Revision 2.docx



416 Pickering Street
Houston, Texas 77091

COST ESTIMATE

Proposal No.:

24-00339

Prepared By:

Date:

Checked By:

Date:

Page No.:

IH

02/10/25

JH

02/10/25

1

OF

1

GEOTECHNICAL INVESTIGATION

ITEM	EST. QUANTITY	UNIT PRICE	EST. COST
A) Drill/Sample 9 Borings (4@10' and 5@25')			
Mobe/demobe drill rig	Lump Sum	\$ 150.00	\$ 150.00
3" diameter (0' to 25')	165 feet	\$ 20.00	\$ 3,300.00
Locate/identify borings	8 hours	\$ 55.00	\$ 440.00
SUBTOTAL =			\$ 3,890.00
B) Piezometer Installation/Plugging and Monitoring			
Install 1 piezometers to 25'	25 feet	\$ 26.00	\$ 650.00
Field supervision of installation by field technician/logger	8 hours	\$ 96.00	\$ 768.00
Obtain piezometer water level readings by field technician/logger	8 hours	\$ 96.00	\$ 768.00
Plugging/abandoning of piezomter	25 feet	\$ 21.00	\$ 525.00
SUBTOTAL =			\$ 2,711.00
C) Laboratory Analyses			
Atterberg limits (ASTM D 4318)	25 tests	\$ 71.00	\$ 1,775.00
Unconfined compression test (ASTM D 2166)	16 tests	\$ 55.00	\$ 880.00
Moisture content (ASTM D 2216)	25 tests	\$ 11.00	\$ 275.00
Percent material passing No. 200 sieve (ASTM D 1140)	22 tests	\$ 55.00	\$ 1,210.00
Triaxial UU compression (ASTM D-2850)	4 tests	\$ 77.00	\$ 308.00
Triaxial CU compression (ASTM D-4767)	2 tests	\$ 1,600.00	\$ 3,200.00
Specific Gravity (ASTM D-854)	2 tests	\$ 77.00	\$ 154.00
Crumb tests (ASTM D-6572)	3 tests	\$ 46.00	\$ 138.00
Double Hydrometer Test (ASTM D-4221)	3 tests	\$ 266.00	\$ 798.00
SUBTOTAL =			\$ 8,738.00
D) Engineering Analysis and Report Preparation			
Senior engineer, P.E.	2 hours	\$ 205.00	\$ 410.00
Project engineer, P.E.	8 hours	\$ 165.00	\$ 1,320.00
Stafft engineer, E.I.T.	40 hours	\$ 120.00	\$ 4,800.00
Support personnel (CAD/clerical)	8 hours	\$ 70.00	\$ 560.00
SUBTOTAL =			\$ 7,090.00
TOTAL COST =			\$ 22,429.00





Proposed East Hillcroft Road
Fondren Road to West Fuqua Street
Precinct 2
Fort Bend County, Texas
HTS Proposal No.: 24-00309

Proposed Boring Locations



Excellence in Engineering, Consulting, Testing and Inspection

March 11, 2025

Rashieyeid Engineering+
3411 Richmond Avenue, Suite 630
Houston, Texas 77046

Attn: Mr. Kamal Rasheed, PE, CFM
Principal Engineer

Re: Proposal
Geotechnical Investigation
Pavement Evaluation
Hillcroft Road on the West Side of Fort Bend Parkway
From Fondren Road to Fuqua Street
Precinct 2
Fort Bend County, Texas

HTS Proposal No.:

Dear Mr. Rasheed:

1.0 INTRODUCTION

In response to your request, HTS, Inc. Consultants (HTS) is pleased to submit this proposal to Rashieyeid Engineering to provide a geotechnical investigation pertaining to the proposed concrete panel evaluation for Hillcroft Road on the west side of Fort Bend Parkway from Fondren Road to Fuqua Street for an approximate length of 1,500 feet in Precinct 2, Fort Bend County, Texas. HTS thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team.

Project information was provided to HTS by Mr. Kamal Rasheed, PE with Rashieyeid Engineering through an email dated March 6, 2025. Based on HTS's review of the information provided, a summary of our understanding of the proposed project is provided in Table below.

TABLE: PROJECT DESCRIPTION AND DOCUMENT BASIS

Site Location	This project is located within Fort Bend County, Texas.
Project Items	HTS understands that the project includes the evaluation of existing concrete road panel for a length of about 1,500 feet.
Site Access	Stiff ground conditions are anticipated and should be accessible by an track mounted drill rig.

The purpose of this geotechnical investigation is to provide:

- recommendations for roadway concrete panel repair or reconstruction.

The remaining portions of this proposal present the proposed work scope, estimated costs, and an estimated schedule to provide geotechnical engineering services.

2.0 SCOPE OF WORK

HTS proposes that the scope of work for the geotechnical investigation be as follows:

- Core the existing pavements at 6 different locations and measure thickness of the existing concrete and stabilized subgrade.
- Drill and sample a total of 6 geotechnical borings to a depth of 5 feet at the previously cored locations.
- Obtain utilities clearance for all the boring locations by calling TX 811.
- Obtain both undisturbed samples continuously to a depth of 5 feet.
- Measure groundwater levels in the borings during drilling and after the completion of drilling.
- Backfill the borings with cement grout after completion of drilling.
- Perform laboratory tests to classify and determine the engineering properties of the subsurface Soil classifications will be performed in strict accordance with ASTM D 2487. The laboratory program may include the tests described in the Table below.

TABLE: LABORATORY TESTING GENERAL PROCEDURES

Laboratory Test	Applicable ASTM/Standard Procedures
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Material Finer than No. 200 Sieve	ASTM D1140
Unconfined Compression Strength	ASTM D2166

- Characterize the site subsoil and groundwater conditions and provide the results on the “gINT” boring logs.
- Perform engineering analyses to develop geotechnical recommendations including pavement repair or reconstruction, as necessary.
- Submit a pdf file of a report which presents the results of the geotechnical investigation.

Note: Hard copies of the report will be provided upon request at an additional cost of \$30.00 per report.

3.0 COST AND SCHEDULE

HTS' proposed cost to complete the scope of work as designed in Section 2.0 above is \$6,936.00. The estimated costs are provided in the attached Cost Estimate.

We estimate that about 3 weeks after receipt of the notice to proceed will be required to complete the geotechnical investigation if no delays are encountered with respect to weather conditions and/or site access. The table below summarizes the proposed project schedule.

TABLE: APPROXIMATE SCHEDULE FOR THIS PROJECT

Description of Work	Schedule
Beginning of field exploration	Anticipated to be within a week after the authorization to perform the work is received
Duration of field exploration	Anticipated to be completed within 1 working day.
Laboratory testing	Anticipated to be completed within 1 week after the completion of the field exploration
Final Report	Anticipated to be 1 week from the completion date of the laboratory testing
Project Duration	Anticipated to be 3 weeks from the notice to proceed to the submittal of the final geotechnical report.

4.0 CLOSING REMARKS

We appreciate the opportunity to present this proposal to you and would be pleased to discuss the contents of this proposal with you at your convenience. Your approval of this proposal may be indicated by your signing/dating this proposal as provided below.

We request that a copy of the signed/dated proposal be provided to HTS. We look forward to being of service to you.

Respectfully submitted,

HTS, Inc. Consultants



Jubair Hossain, Ph.D., P.E
President

Attachment: Cost Estimate

AGREED TO THIS _____ DAY OF _____, 2025

PRINTED NAME: _____ TITLE: _____

SIGNATUERE: _____

FIRM: _____

JH:rg

H:\Proposals All\Proposals-25\RE-25-00154.docx



416 Pickering Street
Houston, Texas 77091

COST ESTIMATE

Proposal No.:

25-00154

Prepared By:

JH

Date:

03/11/25

Checked By:

RG

Date:

03/11/25

Page No.:

1 OF 1

GEOTECHNICAL INVESTIGATION

ITEM	EST. QUANTITY	UNIT PRICE	EST. COST
A) Drill/Sample 6 Borings (6@5')			
Mobe/demobe drill rig	Lump Sum	\$ 750.00	\$ 750.00
3" diameter (0' to 20')	30 feet	\$ 20.00	\$ 600.00
Pavement coring	6 each	\$ 180.00	\$ 1,080.00
Traffic control (including signage & cones) - by 2 non certified technicians	8 hours	\$ 60.00	\$ 480.00
Locate/identify borings/site visit	4 hours	\$ 60.00	\$ 240.00
SUBTOTAL =			\$ 3,150.00
C) Laboratory Analyses			
Atterberg limits (ASTM D 4318)	6 tests	\$ 71.00	\$ 426.00
Unconfined compression test (ASTM D 2166)	6 tests	\$ 55.00	\$ 330.00
Moisture content (ASTM D 2216)	6 tests	\$ 11.00	\$ 66.00
Percent material passing No. 200 sieve (ASTM D 1140)	6 tests	\$ 59.00	\$ 354.00
SUBTOTAL =			\$ 1,176.00
D) Engineering Analysis and Report Preparation			
Senior engineer, P.E.	2 hours	\$ 205.00	\$ 410.00
Staff engineer, E.I.T.	16 hours	\$ 120.00	\$ 1,920.00
Support personnel (CAD/clerical)	4 hours	\$ 70.00	\$ 280.00
SUBTOTAL =			\$ 2,610.00
TOTAL COST =			\$ 6,936.00