



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 11:59 p.m. on 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 Six Hundred Sixty-Two Thousand, Five Hundred Ninety-Eight and 00/100 Dollars (\$662,598.00). 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 Six Hundred Sixty-Two Thousand, Five Hundred Ninety-Eight and

00/100 Dollars (\$662,598.00). 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 Six Hundred Sixty-Two Thousand, Five Hundred Ninety-Eight and 00/100 Dollars (\$662,598.00) 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 Six Hundred Sixty-Two Thousand, Five Hundred Ninety-Eight and 00/100 Dollars (\$662,598.00).

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

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

**If to County:** Fort Bend County Engineering  
Attn: County Engineer  
301 Jackson Street, 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:                   MBCO Engineering, LLC.**  
Attn: Daniel Rex  
14811 St. Mary's Lane, Suite 152  
Houston, Texas 77079

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

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

**ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**

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

2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Engineer is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

41. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
  
42. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

**{EXECUTION PAGE FOLLOWS}**

**{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}**

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

**FORT BEND COUNTY, TEXAS**

**MBCO ENGINEERING, LLC.**

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

*Callie Bletsch*  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

**Callie Bletsch, P.E.**  
\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**  
  
\_\_\_\_\_  
Laura Richard, County Clerk

**Sr. Vice President**  
\_\_\_\_\_  
Title  
  
**8-27-25**  
\_\_\_\_\_  
Date

**APPROVED:**

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

**AUDITOR'S CERTIFICATE**

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

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

# EXHIBIT A

(Engineer's Proposal Follows Behind)

Mr. Stacy Slawinski, P.E.  
County Engineer, Fort Bend County  
301 Jackson Street  
Richmond, TX 77469  
281-633-7506

August 11, 2025

**FBC Pct2 23203a – Reconstruction of Kansas Street (Segment 2)** Approx. 4,300 Linear feet of concrete pavement w/ 6" curbs, underground storm sewer, and sidewalk on both sides from West Sycamore Road to West Davis Road.

Dear Mr. Slawinski,

MBCO Engineering LLC is pleased to present this proposal for performing Engineering Services for the above referenced project.

This proposal outlines our understanding of the scope of services to be performed by MBCO for this project and provides an estimated fee for our services.

This project, located in the Fresno area of Fort Bend County Precinct 2 and within the City of Houston's ETJ, will improve Kansas Street from West Sycamore Road to West Davis Road for a total approximate length of 4,300 feet and provide two 12-foot-wide lanes on 27-feet of concrete pavement with 6-inch concrete curbs with sidewalks on both sides. The area is generally rural residential. The southern 1,270 feet of the roadway parallels a railroad corridor along the east side of the road. The planned roadway reconstruction of Kansas Street will be to replace the existing two-lane asphalt road with a two-lane concrete curbed roadway. The Drainage improvements for this project will be coordinated with the improvements in Kansas Street Segment 1 and the improvements to West Sycamore Road. The detention pond and outfall for these improvements will be located in the Segment 1 improvements to Kansas Street.



## **Scope of Work:**

### **I. Phase 1 – Preliminary Engineering**

The Preliminary Engineering Phase of the contract is intended to explore possibilities, identify conflicts and alternate solutions with corresponding cost to select the most cost effective, durable roadway to progress through design to construction. The Design Consultant is responsible for complying 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.

- A. Site Visit** - Design Consultant shall visit the site, observe and photograph existing conditions noting the road condition and anything that could impact the design or construction process.
  
- B. Mapping** – A plan view map (11"x17") focused on the roadway shall be developed that 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.
  
- C. Topographic Survey** – All surveying activities and deliverables performed by and or for Fort Bend Engineering Department (FBCED) shall be performed in accordance with the most current laws and minimum standards of practice as promulgated by the Texas Board of Professional Engineers and Land Surveyors (TBPELS). This document shall not reduce or minimize state laws in any way. TBPELS minimum standards of practice shall be applicable wherein this document does not cover scoped work.

The Texas Society of Professional Surveyors (TSPS) developed the Manual of Practice for Land Surveying in the State of Texas, which has long been identified and accepted as the standard level of care for Land Surveying in the State of Texas. Furthermore, the TSPS Manual has developed various categories of Land Surveying, identifying standards and specifications for each. The TSPS manual can be found here: <https://www.tsps.org/page/eManualofPractice>.

## Control

- Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.
- Vertical Control will be based on the nearest existing Fort Bend or Harris Galveston Subsidence District Monument Reference Marker, NAVD88, 2001 Adj., Geoid18
- Provide an adequate number of control points that are set and recoverable.

**Deliverables:** Overall Survey Control Map and three-point sketches, field notes, signed and sealed by a Texas RPLS.

## Existing Right-of-Way Maps (Cat. 1B, Cond. 3)

- Provide deed research to determine existing rights-of-ways throughout the project routes.
- Tie in property corners and block corners to define the existing rights-of-ways.
- Prepare right-of-way map of the existing right-of-way in accordance with TSPS Category 1B, Condition III standards and conform to Harris County Standards.
- As we are not establishing new right-of-way, the setting of missing, damaged, or disturbed property corners is specifically excluded from this portion of the proposal.

**Deliverables:** Field notes, research documents, signed, sealed, and dated right-of-way map of the existing rights-of-ways.

## Topographic Survey (Cat. 6, Cond. 1)

Perform topographic survey for **4350** linear feet of Kansas St. and for **1600** linear feet of all intersecting side streets along this route. See Exhibit "A" for project limits.

Survey to include:

- Topographic survey data collection within the right-of-way.
- Establish elevations and locations of physical features including buildings, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, etc. within the proposed and existing right-of-way. Overhead crossing utilities shall be limited to the low chord elevation.
- Provide pipe flow line elevations, size, material and directions of all sanitary sewer lines, storm sewer lines and driveway culverts. Top of rim or top of grate and flow line elevations shall be recorded on all inlets, manholes and drainage structures.

- Locate trees with a diameter of 4" and larger shall be located. Wooded/brushed areas shall be limited to an outlined area only.
- Survey the location of the SUE designation marks
- Locate soil borings.

**Deliverables:** CAD file (AutoCAD .dwg format) along with ASCII point file, DTM with 1-foot contours, .XML file; Signed and sealed survey plan sheets.

**D. Geotechnical Investigation** - The Design Consultant shall determine the location of proposed soil borings for roads, bridges, embankment settlement analysis, retaining walls, slope stability, detention ponds, channels, and along storm sewer alignments in accordance with the Fort Bend County Engineering Department – Engineering Design Manual and provide a signed, sealed, and dated geotechnical investigation report.

**E. Alternatives Analysis** – MBCO will develop reasonable alternatives for each aspect of the road design and provide ROW constraints, and construction costs analysis for each alternative.

**F. Drainage and Detention-** A drainage impact analysis shall be prepared and proposed conditions evaluated during the PER phase with no impacts. The design consultant shall provide recommendations for impervious cover mitigation alternatives at the PER submittal. The design consultant will include the drainage from Segment 2 into the planned drainage and detention basin design planned in Segment 1 of the Kansas Street improvements. The drainage analysis report will need to be submitted to FBC Drainage district for approval before final design is started.

**G. Utility Coordination** – MBCO will provide Level C and D utility location services. 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. We will contact all the utility owners and obtain their record drawings. MBCO will follow each utility owner's procedures for requesting maps and submitting plans at 30%, 70%, 95% and Final submittal. The Design Consultant will add the existing utilities on the maps and drawings. We 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.

MBCO will provide Quality Level B utility location services. This includes the horizontal detection, marking and mapping of underground facilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. MBCO will survey these marks and represent them on the design drawings.

- H. Environmental** - A consultant that reports directly to Fort Bend County will be responsible for the identification and assessment of any environmental issues associated with the project. The Design Consultant will be required to coordinate with the environmental consultants, provide exhibits, include environmental conditions in the Preliminary Engineering Report and Presentation and provide design accommodations for any environmental conditions identified by the Environmental Consultant.
- I. Preliminary Engineering Report** – MBCO 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 at a minimum.
- 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 any deviations from applicable design standards. Include typical sections for all alternatives to be considered. Provide a description of each alternative and the design elements.
  - Sight Triangle Exhibits for intersecting streets.
  - 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.
  - Environmental Investigation with considerations and recommended actions (Letter report to be provided to Design Consultant by the County)
  - 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 drawings are included for the recommended alternative.

- Reports - Include the reports listed in the Fort Bend County Engineering Department – Engineering Design Manual, Section 1.

**J. Presentation of Results** –Design Consultant will prepare a 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.

## **II. Phase 2 – Final Design**

- A.** MBCO will develop and submit construction plans and cost estimates at 70%, 95%, and 100% 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.
- B. Design Criteria** – The Design Consultant will make every effort to design the project to conform to the requirements of the Fort Bend Engineering Department and all other applicable criteria.
- Drainage design should comply with Fort Bend County Drainage District criteria and follow the latest guidelines thereof.
  - Traffic design shall comply with the 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.
- C. Removal** – MBCO will prepare plan view only plans to show the removal of the existing asphalt road, drainage piping, drainage structures, driveways, trees, fences, signs, and other undesirable items that will be removed to provide a clear right of way for road and drainage construction.
- D. Roadway** – MBCO 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. Utilize Fort Bend County standard drawings and supplement with any necessary custom details or special details. All driveways will be reconstructed per FBC standards.
- E. Pedestrian Facilities** – The project will include sidewalks as approved during the PER stage. Sidewalk design should follow the Fort Bend County Engineering Department – Engineering Design Manual requirements. MBCO will 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.

- F. 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. Utilize Fort Bend County standard detail drawings and supplement with Harris County or TxDOT standards as needed. Storm Water detention will be coordinated with the design team for Kansas Street Segment 1 where detention is to be constructed and capacity provided. Storm water conveyance to the detention pond will also be coordinated with the West Sycamore Road design consultant.
- G. Traffic Control Plan –** The Traffic Control Plan (TCP) shall be designed to comply with guidelines established by the TMUTCD and maintain access at all times to existing driveways during construction.
- H. Utilities –** MBCO 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. 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. MBCO 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. MBCO will provide any project exhibits that are needed for the Utility Agreements.
- I. Storm Water Pollution Prevention Plan –** MBCO will include a Storm Water Pollution Prevention Plan (SWPPP) in the construction plans at the 70% and subsequent submittals. For the purpose of this proposal, it is assumed that a SWPPP Report will be necessary based on the disturbed area. MBCO will coordinate with the design consultant in Segment 1 where the storm water detention basin and outfall is planned for this segment.
- J. Site Visit –** MBCO will 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.
- K. Right of Way –** The proposed roadway is to be constructed within a standard 60-ft right of way where feasible. The right of way is currently 60 feet wide, width to be confirmed by the surveyor. If 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. 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.

- L. Permitting/Coordination** – MBCO will identify all entities required to review and approve the construction plans and obtain their approval prior to the Final submittal. MBCO 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.
- M. Bidding** – MBCO will attend the Pre-Bid Conference and provide responses to any technical questions received from the potential bidders. We will review the bid tabulation and bidder references and provide comments or confirm that we have no concerns.

### **III. Phase 3 – Construction Phase Services**

Fort Bend County will contract with another firm for Construction Management of the Project. The Design Consultant's services during construction will include the following tasks.

- A.** Attend the Pre-Construction Conference.
- B.** Review Contractor's submittals
- C.** Provide responses to the Contractor's Requests for Information.
- D.** Prepare the Record Drawings.

### **IV. Project Management**

The Engineer's Project Management tasks during the project will include the following at a minimum.

- A.** An in-person kick-off meeting. 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 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 report to coincide with the last day of the Design Consultant's billing period for each month. Progress reports will include action items for the following month and shall be included with the Engineer's invoices.
- F.** The Design Consultant 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. Design Consultant 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.
- J.** Design Consultant shall develop and maintain a detailed project schedule. The updated project schedule will be reviewed at the monthly Progress Meetings.
- 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 a TDLR approved review firm, and inspected after construction.
- M.** The Design Consultant shall coordinate with stakeholders including adjacent design consultants, FBC Program Managers, Fort Bend County Engineering, City of Houston, and TDLR.

**V. Optional/Additional Services (Fort Bend County Engineering Authorization Required)**

- A. Reestablishing Project Control points** – At the time of construction, MBCO will reestablish any missing project control.
- B. Subsurface Utility Investigation** – MBCO shall provide Level A SUE where required and approved by the program manager. This service allows for direct visual inspection of underground facilities. MBCO uses a non-destructive and minimally intrusive vacuum excavation method to expose utilities at critical points. Verification of type and location of each utility is recorded and reported in a document describing the utility and the surrounding work site. MBCO will survey the location of each utility test hole and document it's location.
- C. Temporary Construction Easements (\$2,250.00 Per Exhibit)** – MBCO shall prepare temporary construction easements as necessary to temporarily grant access for construction outside the project limits.
- D. Proposed ROW Maps (Cat. 1A, Cond. 3) (\$3,795.00 Per Parcel)**
- Prepare parcel map exhibits and metes and bounds descriptions.
  - For the purpose of scope and fee of this proposal MBCO per FBC is assuming that there will be 20 individual parcel acquisitions.
  - New ROW corners will be monumented.

***Deliverables:*** Signed, sealed, and dated Parcel Map and Metes and Bounds.


**VI. Fee Summary**

Summary of Fees						
<b>BASIC SERVICES</b>						
Task	Description	Fee Type	Base Scope Fee	Direct Expenses	Total Fee	
A.1	Prime	Preliminary Design	LS	\$ 108,160.00	\$ 262.50	\$ 108,422.50
A.2	Subcontractor	H&H - Drainage Analysis- Drainage Design	LS	\$ 79,915.00	\$ -	\$ 79,915.00
A.3	Prime	Survey Services- Topo and Boundary	LS	\$ 75,355.00	\$ -	\$ 75,355.00
A.4	Prime	SUE Services- Level B	LS	\$ 35,910.00	\$ -	\$ 35,910.00
A.5	Subcontractor	Geotechnical Services	LS	\$ 24,348.00	\$ -	\$ 24,348.00
A.6	Prime	Final Design	LS	\$ 168,820.00	\$ 2,862.50	\$ 171,682.50
A.7	Prime	Bid Phase & Construction Phase Services	T&M	\$ 30,000.00	\$ -	\$ 30,000.00
<b>BASIC SERVICES TOTAL</b>						<b>\$ 525,633.00</b>

<b>OPTIONAL ADDITIONAL SERVICES (Fort Bend County Authorization Required)</b>						
B.1	Prime	Level A SUE (2,500/pothole) *	EA	\$ 2,500.00	\$ -	\$ 25,000.00
B.2	Prime	Survey Services - Level A SUE survey	LS	\$ 2,745.00	\$ -	\$ 2,745.00
B.3	Prime	Survey Services - TCE Exhibits w/ M&B (13)	EA	\$ 2,250.00	\$ -	\$ 29,250.00
B.4	Prime	Survey Services - CATEGORY 1A Parcel Maps (20)	EA	\$ 3,795.00	\$ -	\$ 75,900.00
B.5	Prime	Survey Services - Re-Establish Control	LS	\$ 4,070.00	\$ -	\$ 4,070.00
Note: * Assumed 10 total Additional Services to be authorized by FBC before beginning work						
<b>ADDITIONAL SERVICES TOTAL</b>						<b>\$ 136,965.00</b>
Summary						Fee
BASIC SERVICES						\$ 525,633.00
ADDITIONAL SERVICES						\$ 136,965.00
<b>TOTAL</b>						<b>\$ 662,598.00</b>

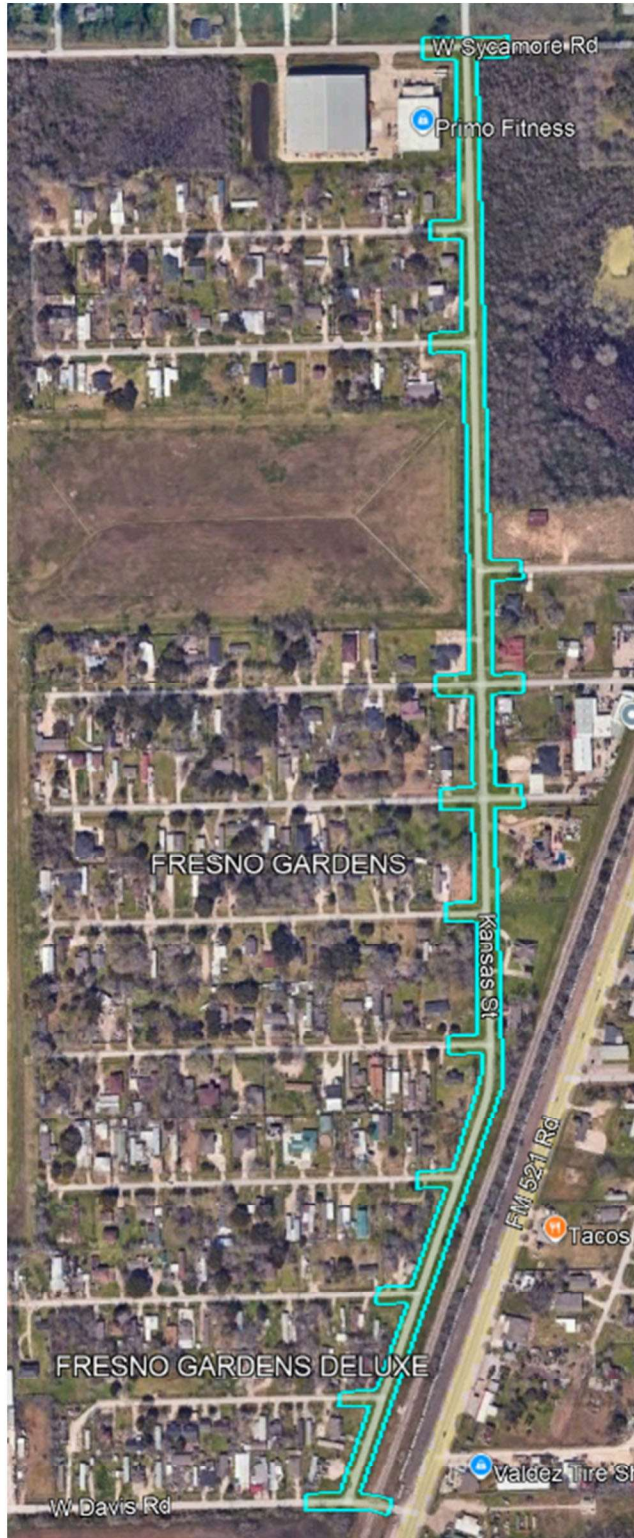
If you have any questions or require further information regarding the above proposal, please do not hesitate to call me at (281) 760-1656.

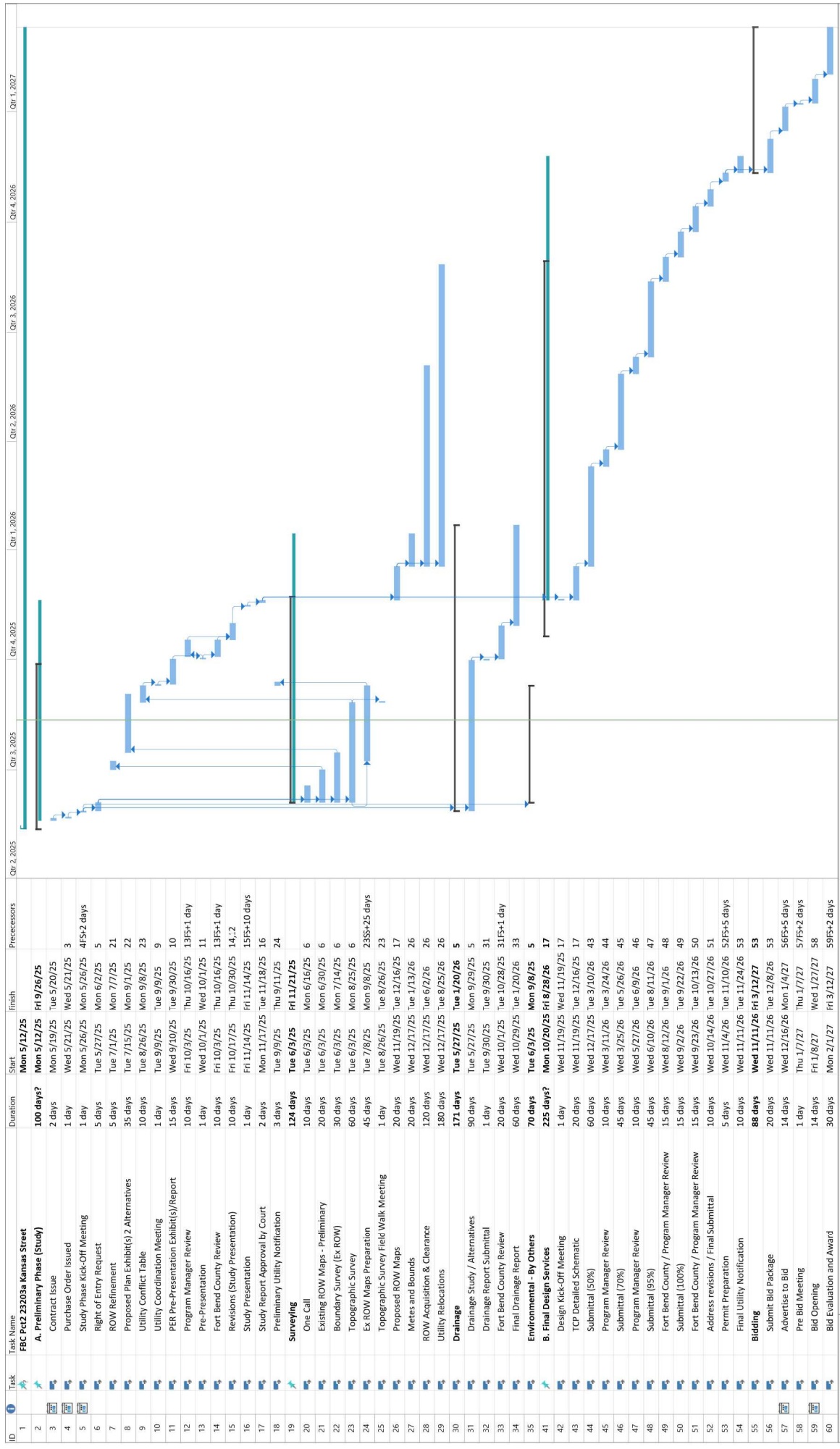
Sincerely,



Daniel Rex  
MBCO Engineering, LLC  
Project Manager

EXHIBIT "A"





ID	Task	Task Name	Duration	Start	Finish	Predecessors
1	Task	FBC Pct2 23203a Kansas Street		Mon 5/12/25	Fri 9/26/25	
2	Task	A. Preliminary Phase (Study)	100 days?	Mon 5/12/25	Fri 9/26/25	
3	Task	Contract Issue	2 days	Mon 5/19/25	Tue 5/20/25	
4	Task	Purchase Order Issued	1 day	Wed 5/21/25	Wed 5/21/25	3
5	Task	Study Phase Kick-Off Meeting	1 day	Mon 5/26/25	Mon 5/26/25	4FS+2 days
6	Task	Right of Entry Request	5 days	Tue 5/27/25	Mon 6/2/25	5
7	Task	ROW Refinement	5 days	Tue 7/1/25	Mon 7/7/25	21
8	Task	Proposed Plan Exhibit(s) 2 Alternatives	35 days	Tue 7/15/25	Mon 9/1/25	22
9	Task	Utility Conflict Table	10 days	Tue 8/26/25	Mon 9/8/25	23
10	Task	Utility Coordination Meeting	1 day	Tue 9/9/25	Tue 9/9/25	9
11	Task	PER Pre-Presentation Exhibit(s)/Report	15 days	Wed 9/10/25	Tue 9/30/25	10
12	Task	Program Manager Review	10 days	Fri 10/3/25	Thu 10/16/25	13FS+1 day
13	Task	Pre-Presentation	1 day	Wed 10/1/25	Wed 10/1/25	11
14	Task	Fort Bend County Review	10 days	Fri 10/3/25	Thu 10/16/25	13FS+1 day
15	Task	Revisions (Study Presentation)	10 days	Fri 10/17/25	Thu 10/30/25	14.;2
16	Task	Study Presentation	1 day	Fri 11/14/25	Fri 11/14/25	15FS+10 days
17	Task	Study Report Approval by Court	2 days	Mon 11/17/25	Tue 11/18/25	16
18	Task	Preliminary Utility Notification	3 days	Tue 9/9/25	Thu 9/11/25	24
19	Task	Surveying	124 days	Tue 6/3/25	Fri 11/21/25	
20	Task	One Call	10 days	Tue 6/3/25	Mon 6/16/25	6
21	Task	Existing ROW Maps - Preliminary	20 days	Tue 6/3/25	Mon 6/30/25	6
22	Task	Boundary Survey (Ex ROW)	30 days	Tue 6/3/25	Mon 7/14/25	6
23	Task	Topographic Survey	60 days	Tue 6/3/25	Mon 8/25/25	6
24	Task	Ex ROW Maps Preparation	45 days	Tue 7/8/25	Mon 9/8/25	23SS+25 days
25	Task	Topographic Survey Field Walk Meeting	1 day	Tue 8/26/25	Tue 8/26/25	23
26	Task	Proposed ROW Maps	20 days	Wed 11/19/25	Tue 12/16/25	17
27	Task	Meters and Bounds	20 days	Wed 12/17/25	Tue 1/13/26	26
28	Task	ROW Acquisition & Clearance	120 days	Wed 12/17/25	Tue 6/2/26	26
29	Task	Utility Relocations	180 days	Wed 12/17/25	Tue 8/25/26	26
30	Task	Drainage	171 days	Tue 5/27/25	Tue 1/20/26	5
31	Task	Drainage Study / Alternatives	90 days	Tue 5/27/25	Mon 9/29/25	5
32	Task	Drainage Report Submittal	1 day	Tue 9/30/25	Tue 9/30/25	31
33	Task	Fort Bend County Review	20 days	Wed 10/1/25	Tue 10/28/25	31FS+1 day
34	Task	Final Drainage Report	60 days	Wed 10/29/25	Tue 1/20/26	33
35	Task	Environmental - By Others	70 days	Tue 6/3/25	Mon 9/8/25	5
41	Task	B. Final Design Services	225 days?	Mon 10/20/25	Fri 8/28/26	17
42	Task	Design Kick-Off Meeting	1 day	Wed 11/19/25	Wed 11/19/25	17
43	Task	TCP Detailed Schematic	20 days	Wed 11/19/25	Tue 12/16/25	17
44	Task	Submittal (50%)	60 days	Wed 12/17/25	Tue 3/10/26	43
45	Task	Program Manager Review	10 days	Wed 3/11/26	Tue 3/24/26	44
46	Task	Submittal (70%)	45 days	Wed 3/25/26	Tue 5/26/26	45
47	Task	Program Manager Review	10 days	Wed 5/27/26	Tue 6/9/26	46
48	Task	Submittal (95%)	45 days	Wed 6/10/26	Tue 8/11/26	47
49	Task	Fort Bend County / Program Manager Review	15 days	Wed 8/12/26	Tue 9/1/26	48
50	Task	Submittal (100%)	15 days	Wed 9/2/26	Tue 9/22/26	49
51	Task	Fort Bend County / Program Manager Review	15 days	Wed 9/23/26	Tue 10/13/26	50
52	Task	Address revisions / Final Submittal	10 days	Wed 10/14/26	Tue 10/27/26	51
53	Task	Permit Preparation	5 days	Wed 11/4/26	Tue 11/10/26	52FS+5 days
54	Task	Final Utility Notification	10 days	Wed 11/11/26	Tue 11/24/26	53
55	Task	Bidding	88 days	Wed 11/11/26	Fri 3/12/27	53
56	Task	Submit Bid Package	20 days	Wed 11/11/26	Tue 12/8/26	53
57	Task	Advertise to Bid	14 days	Wed 12/16/26	Mon 1/4/27	56FS+5 days
58	Task	Pre Bid Meeting	1 day	Thu 1/7/27	Thu 1/7/27	57FS+2 days
59	Task	Bid Opening	14 days	Fri 1/8/27	Wed 1/27/27	58
60	Task	Bid Evaluation and Award	30 days	Mon 2/1/27	Fri 3/12/27	59FS+2 days



**EXHIBIT D-FEE SCHEDULE (MBCO, INC.)  
METHOD OF PAYMENT: LUMP SUM**

PRIME PROVIDER NAME: MBCC Engineering  
PROJECT NAME: Kansas Street Segment 2

To Be Filled In  
Formula

TASK DESCRIPTION	RATES:													
	\$290.00	\$250.00	\$190.00	\$215.00	\$160.00	\$195.00	\$145.00	\$135.00	\$130.00	\$120.00	\$115.00			
	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	TOTAL HRS PER TASK
<b>Task A6 - Final Design</b>														
Cover Sheet	0	8	198	0	164	0	0	266	78	457	18	\$1,205.00	1	9.00
Sheet Index	\$290.00	\$250.00	\$190.00	\$215.00	\$160.00	\$195.00	\$145.00	\$135.00	\$130.00	\$120.00	\$115.00	\$1,085.00	1	8.00
General Notes	\$0.00	\$2,000.00	\$37,620.00	\$0.00	\$26,240.00	\$0.00	\$0.00	\$35,910.00	\$10,140.00	\$54,640.00	\$2,070.00	\$1,740.00	2	6.50
Typical Sections (70%-Final)	0.0%	0.7%	16.7%	0.0%	13.8%	0.0%	0.0%	22.4%	6.6%	38.4%	1.5%	\$2,490.00	1	9.00
Project Layout												\$2,840.00	1	22.00
Horizontal Data Sheets												\$2,410.00	1	8.00
Removal Plan Sheets												\$6,470.00	10	5.00
Drainage Area Maps (Internal)												\$3,000.00	5	4.40
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)												\$36,320.00	10	28.00
Intersection Layouts or Cross Street Details												\$4,770.00	2	8.00
TCP Advance Warning Signs												\$4,860.00	2	8.00
TCP Overview & Narrative												\$2,900.00	1	20.00
Traffic Control Plan Sheets												\$9,120.00	6	11.33
SWPPP Sheets												\$5,310.00	5	8.00
Signing & Pavement Markings												\$7,690.00	5	11.60
Driveway Table												\$5,230.00	1	38.00
Cross Sections with earthwork calculations												\$11,140.00	8	10.25
Detail Sheets (8)												\$4,850.00	8	4.50
Technical Specifications												\$5,300.00	1	32.00
Construction Cost Estimate												\$5,420.00	1	36.00
Utility & Agency Approvals & Signatures												\$3,970.00	1	28.00
QA/QC												\$6,560.00	1	44.00
SWPPP Report												\$3,080.00	1	20.00
TLDR Registration & Approvals												\$2,010.00	1	2.00
Responses to Comments												\$4,700.00	1	26.00
Project Management & Meetings (6 Months Typical)												\$18,420.00	1	102.00
Plan Submittals (70/90/95/100)												\$5,910.00	2	7.00
<b>HOURS SUB-TOTALS</b>	0	8	198	0	164	0	0	266	78	457	18	1189	80	
<b>CONTRACT RATE PER HOUR (FOR REFERENCE ONLY. FORMULAS USE RATES IN ROW 7)</b>	\$290.00	\$250.00	\$190.00	\$215.00	\$160.00	\$195.00	\$145.00	\$135.00	\$130.00	\$120.00	\$115.00	\$168,820.00		
<b>TOTAL LABOR COSTS</b>	\$0.00	\$2,000.00	\$37,620.00	\$0.00	\$26,240.00	\$0.00	\$0.00	\$35,910.00	\$10,140.00	\$54,640.00	\$2,070.00	\$168,820.00		
<b>% DISTRIBUTION OF STAFFING</b>	0.0%	0.7%	16.7%	0.0%	13.8%	0.0%	0.0%	22.4%	6.6%	38.4%	1.5%			
<b>SUBTOTAL</b>												\$168,820.00		

**EXHIBIT D-FEE SCHEDULE (MBCO, INC.)  
METHOD OF PAYMENT: LUMP SUM**

PRIME PROVIDER NAME: MBCC Engineering  
PROJECT NAME: Kansas Street Segment 2

To Be Filled In  
Formula

RATES:		\$290.00	\$250.00	\$190.00	\$215.00	\$160.00	\$195.00	\$145.00	\$130.00	\$120.00	\$115.00			
<b>Other Direct Expenses</b>														
TLDR Permit Fee (review and inspection)	QTY	1	UNIT	each	RATE	\$2,600.00	COST	\$2,600.00						
Mileage and Toll Charges Preliminary Engineering Phase (estimated)	1	each	\$ 262.50	\$ 262.50										
Mileage and Toll Charges - Final Design Phase(estimated)	1	each	\$ 262.50	\$ 262.50										
<b>SUBTOTAL</b>											<b>\$3,125.00</b>			
<b>Task A7 - Bid &amp; Construction Phase Services</b>														
Attend Pre-Bid / Pre-Construction Meeting	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR-HRS. & COSTS	NO OF DWGS	TOTAL HRS PER TASK
Bid Review and Award Recommendation														
Answering Bid Questions / Requests for Information														
Review Contractor Submittals														
Site Visit(s) / Meetings														
Substantial Completion Walkthrough														
Prepare Record Drawings														
<b>SUBTOTAL</b>												<b>\$30,000.00</b>		
<b>Task A1 - Preliminary Design</b>														
Task A1 - Preliminary Design														
Task A6 - Final Design														
Task A7 - Bid & Construction Phase Services														
Other Direct Expenses														
<b>TOTAL</b>												<b>\$310,105.00</b>		

DESCRIPTION	TOTAL MH BY TASK	TOTAL COSTS BY FC
Task A1 - Preliminary Design	710	\$108,160.00
Task A6 - Final Design	1189	\$168,820.00
Task A7 - Bid & Construction Phase Services	N/A	\$30,000.00
Other Direct Expenses	0	\$3,125.00
<b>TOTAL</b>		<b>\$310,105.00</b>



MBCO ENGINEERING, LLC

Specified Rate	Office							- HR			TOTAL HRS.	Total Office Amt	Total Field Amt	TOTAL LABOR HRS & COSTS			
	SUE PROJECT MANAGER	SUE SI PROJECT MANAGER	SUE DIRECTOR	SUE ENGINEER	SUE CAD TECHNICIAN	SR CAD TECHNICIAN	ADMIN CLERICAL	1MAN SUE CREW	2MAN SUE CREW	3Man SUE CREW							
<b>QL-B SUE Services</b>	Office							- HR									
Project Setup											0	\$	-	\$	-	\$	-
Kickoff Meeting											0	\$	-	\$	-	\$	-
Utility Records Research				10							10	\$	1,300.00	\$	-	\$	1,300.00
Utility Records Review				5							5	\$	650.00	\$	-	\$	650.00
Utility Owner Correspondence				5							5	\$	650.00	\$	-	\$	650.00
Field - SUE - Utility designating of non-gravity subsurface utilities										60	60	\$	-	\$	11,700.00	\$	11,700.00
SUE - Field Coordination						7					7	\$	1,015.00	\$	-	\$	1,015.00
Field - SUE - Sketching of non-gravity subsurface utilities										10	10	\$	-	\$	1,950.00	\$	1,950.00
Field - Survey - utility designating markings										30	30	\$	-	\$	5,250.00	\$	5,250.00
Survey Data Processing				4	1						5	\$	665.00	\$	-	\$	665.00
Survey CAD Drawing				16	2						18	\$	2,370.00	\$	-	\$	2,370.00
Survey Field Coordination					3						3	\$	435.00	\$	-	\$	435.00
CADD - QL-B SUE drawing					30						30	\$	4,350.00	\$	-	\$	4,350.00
Utility Records Correlation					10						10	\$	1,450.00	\$	-	\$	1,450.00
QA/QC		10									10	\$	2,350.00	\$	-	\$	2,350.00
Engineer Review				5							5	\$	1,175.00	\$	-	\$	1,175.00
Progress Meetings											0	\$	-	\$	-	\$	-
Client Coordination											0	\$	-	\$	-	\$	-
Utility Conflict Table											0	\$	-	\$	-	\$	-
Utility Conflict Table											0	\$	-	\$	-	\$	-
Utility Conflict Table											0	\$	-	\$	-	\$	-
											0	\$	-	\$	-	\$	-
											0	\$	-	\$	-	\$	-
											0	\$	-	\$	-	\$	-
<b>- B TOTAL</b>	<b>0</b>	<b>10</b>		<b>5</b>	<b>40</b>	<b>53</b>	<b>0</b>				<b>200</b>	<b>\$</b>	<b>16,410.00</b>	<b>\$</b>	<b>19,900.00</b>	<b>\$</b>	<b>35,910.00</b>







## iGET Services LLC

Office: 11200 Westheimer Road, Suite 1025, Houston, TX 77042

Mailing: 14307 Golf View Trl, Houston, TX 77059

Tel: +1.832.858.3982 +1.832.834.3430

Email: [info@igetsservices.com](mailto:info@igetsservices.com)

Website: [www.igetsservices.com](http://www.igetsservices.com)

Ref: iGET-2502107

July 15, 2025

Mr. Steve Stacy, PE, ENV SP  
VP of Engineering, MBCO  
14811 St. Mary's Lane, Suite 152  
Houston, TX 77079  
281-760-1656

Attn: Mr. Daniel Rex, Project Manager, MBCO

RE: FBC Pct2 23203A – Drainage for Kansas St (Seg 2) Approx. 4,300 Lft of concrete half-boulevard with storm sewer and sidewalk.

Dear Mr. Stacy,

iGET Services LLC is pleased to present this proposal to the Prime Consultant MBCO, Program Manager WSB, and Fort Bend County (FBC), for performing Drainage Engineering Services for the above referenced project. The scope, deliverables, schedule, and engineering fee presented in this proposal are based on our understanding from the information provided via emails from Mr. Daniel Rex, and Mr. Steve Stacy of MBCO, and Scoping guidance provided by WSB.

It is our understanding that iGET's scope of work is to perform H&H Analysis, and provide Drainage Impact Report, and inputs for detailed Storm Sewer Drainage System Design to be performed by MBCO, for the Kansas Street (Seg 2) from West Sycamore Road to West Davis Road for a total approximate length of 4,300 feet. Based on this understanding we propose to provide the basic services as outlined in the scope of services shown in **EXHIBIT A**. Cost estimate for this project is given as **Exhibit B**. iGET will adhere to the Schedule of the Prime Consultant MBCO for this project.

Please let me know if you have any questions or need clarifications. I will be pleased to answer.

Sincerely,

A handwritten signature in blue ink that reads 'Dr. Satya Pilla'.

**Dr. Satya Pilla, P.E., PMP, ENV SP**

Principal

iGET Services LLC

EXHIBIT A

**Scope of Work to be provided by iGET Services LLC**

**GENERAL DESCRIPTION**

It is our understanding that iGET's scope of work is to perform H&H Analysis, provide a Drainage Impact Analysis Report, and sizing for underground Storm Sewer Drainage System Design for Kansas Street Segment-2 from West Sycamore Road to West Davis Road for a total approximate length of 4,300 feet. Majority of iGET's participation in this project will be during the Preliminary Engineering Phase for the Kansas St, Segment-2 corridor design, led by MBCO as Prime Consultant. Scope of Work for this proposal includes performing comprehensive drainage analysis per Atlas-14 flows, preparing drainage area maps, Hydrologic and Hydraulic Modeling and Analysis, providing a drainage report with no-impact hydraulic assessments, and sizing of the Drainage System.

The proposed Kansas St. (Seg 2) corridor will have 4-way intersections at W. Sycamore Rd, Pecan St, Cedar St.; and T-Junctions at N. Locust Dr, S. Locust Rd, Ash St., Spruce St., Elm St., Mimosa St., Maple St., Hickory St, and W. Davis Rd., for this project.

**GENERAL REQUIREMENTS**

**Design Criteria**

1. The Drainage Subconsultant shall prepare all work in accordance with the latest version of the Fort Bend County (FBC) Engineering Design Manual, latest revision, and applicable FBC design standards and details.
2. Drainage Analysis will follow the Atlas 14 criteria and will conform to the FBC Drainage District Drainage Criteria Manual, Revised 2011, and FBC – Interim Atlas 14 Drainage Criteria Manual and minimum Slab Elevation Criteria, latest revision.
3. Submit Drainage Analysis deliverables during the preliminary design phase, as well as making updates during the 70%, 95%, and 100% PS&E packages. The Drainage Design will be performed by the Prime Consultant MBCO, guided by the Program Manager WSB, Fort Bend County, and the City of Houston.
4. FBC will have the ultimate authority for determining what constitutes an accurate, complete and constructible deliverables.

**200 - PRELIMINARY DESIGN**

The primary goals are to (1) determine drainage system needs per Atlas 14 flows (drainage report and/or preliminary roadway drainage design), (2) identify critical path items, (3) identify

Drainage Engineering

problem areas and potential resolution(s), (4) determine permit and regulatory requirements, and (5) prepare a reasonable construction cost estimate.

A drainage impact analysis shall be prepared and proposed conditions evaluated during the PER phase with no impacts. It is expected that 2 Alternative concepts for the drainage design will be evaluated by iGET, and the optimal solution will be taken up for the proposed design by MBCO. The Drainage Subconsultant will provide recommendations for impervious cover mitigation alternatives at the PER submittal including storm water detention, as required.

The Drainage Subconsultant and the Prime Consultant shall meet with the Program Manager to discuss storm water detention alternatives prior to selecting locations to present in the PER. The drainage analysis report will need to be submitted to FBC Drainage district for approval before final design is started.

210 - Collect Existing Data

- Gather as-built drawings for Kansas St (Seg 2) and adjacent areas and roadways.
- Review as-built drawings for water lines, sanitary sewers, storm sewers, channels, ditches, drainage systems, detention basins, and other related systems in the project area.
- Collect and review drainage studies, master drainage plans, and similar related drainage, floodplain, or storm water management plans in the project area.

220 - Hydrological or Hydraulic Studies

1. Determine drainage areas associated with the project area.
2. Determine outfall depths and locations for all project related drainage areas.
3. Determine peak flow rates generated by design storms for each drainage area using Atlas 14 criteria.
4. Size storm water conveyances to handle peak flows and to result in water surface elevations that conform to applicable criteria.
5. Coordinate the design with adjacent Fort Bend County projects on West Sycamore Road and Kansas Street, Segment 1.
6. The design and construction of all drainage systems within FBC shall comply with the established standard principles and practices given in the FBC Drainage District Drainage Criteria Manual, Revised 2011, and FBC – Interim Atlas 14 Drainage Criteria Manual and minimum Slab Elevation Criteria, latest revision.
7. Review existing data and calculate the detention required, propose a mitigation solution and identify any ROW required. This review will be coordinated with the Prime

FBC Pct2 – 23203A - Kansas St (Seg 2) 4,300 Lft of Concrete Roadway

Drainage Engineering

Consultant MBCO, Program Manager WSB, FBC, City of Houston, and adjacent Municipal Utility Districts (MUDs).

230 – Drainage Impact Analysis (DIA)

1. Prepare and submit a draft letter report entitled Drainage Impact Analysis (DIA)
  - a. Summarize existing conditions in narrative and photographic format
  - b. Prepare Drainage Maps
  - c. Evaluate proposed conditions and recommendations for impervious cover mitigation alternatives
  - d. Summarize Hydrological and Hydraulic investigations and recommend appropriate drainage system design elements including detention requirements
  - e. Identify key design issues and how they should be addressed
  - f. Include typical sections for all alternatives to be considered. Provide a description of each alternative and the design elements
  - g. Prepare an engineer's construction cost estimate.
2. Present a Draft DIA prior to PER
3. Prepare and submit a final DIA based on FBC comments.
4. Support the in-person Presentation at PER to the Fort Bend County Engineering Department, Fort Bend County Drainage District, Program Manager, and Precinct 2 Office and answer any questions.

240 - 30% Design Drawings

1. Provide 30% submittals for the drainage design, for interim progress reviews by the Design Consultant MBCO, Program Manager WSB, and FBC Engineering Department, and Fort Bend County Drainage District.

The 30% drainage design will be included in the following design sheets:

- a. Typical Sections for the Drainage System
- b. Drainage Area Maps
- c. Drainage Design Layout

### **300 - FINAL DESIGN PHASE**

Provide detailed construction plans, specifications, final design calculations as necessary for the drainage design, based on the scope of work provided above, and the results of the Preliminary Engineering Phase approved by the Program Manager WSB, and FBC. Typical items during this phase include the following:

#### **310 – Drainage Analysis and Design**

1. Conduct field trips to the project site to investigate and confirm data and assumptions and assess general drainage conditions as needed.
2. Prepare drainage area maps for proposed improvements within the project limits to be included in the project plan set.

The drainage calculations should be prepared to provide for the ultimate roadway section. The drainage items to be provided shall include the drainage area maps showing the final drainage areas and inlet and storm sewer calculations for revised storm sewer flow elements.

#### **313 - Quantity Take-offs and Quantity Summaries**

1. Quantities for construction bid items for the drainage system will be calculated. The quantities will be summarized in tables and organized according to the bid item codes that will be used for construction. A quantity spreadsheet, organized by item per sheet and totaled for the item and the project, will be included with each submittal to the Prime Consultant MBCO, Program Manager WSB, and FBC.

#### **320 - Preparation and Submittal of PS&E**

1. Provide submittals for the drainage design, for interim progress reviews by the Prime Consultant MBCO, Program Manager WSB and FBC at the 70%, 95%, and final completion stage. All submittals will follow the FBC requirements for content.
2. The 70 percent submittal will be required for County review. A digital copy in Adobe Acrobat format (PDF) of the drawings, specifications and estimate will also be required.
3. Provide drainage design content to the Prime for inclusion into 70 percent submittal:
  - a. Typical and non-standard cross sections for the drainage system (not-to-scale proposed sections with station limits for each section)
  - b. Update Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	SENIOR DESIGNER	CADD TECHNICIAN	CLERICAL	TOTAL HOURS	Task Total
<b>1. Preliminary Design (LS)</b>										\$ 66,275.00
Determine Potential Conflicts with existing facilities & utilities		4			8				12	\$ 1,740.00
Identify Critical Path Items for the Drainage Design		1							1	\$ 195.00
Identify Problem Areas and Potential Resolutions	2	4							6	\$ 1,260.00
Site Visits		2	2	2	2				8	\$ 1,280.00
Coordination with the Prime	4	8	16						28	\$ 4,920.00
Obtain Related Plans, Studies and Reports		4	4	4	12		4	6	26	\$ 2,850.00
Review Data		4		8	8				20	\$ 2,940.00
Drainage Area Maps		4	8	8	16		16		52	\$ 6,740.00
Evaluate Design Storm Flows and Outfall depths per Atlas 14 Criteria		4	6	8	13				31	\$ 4,590.00
Analyze and size conveyance system (2 Alternatives)	2	10	12	24	20	16			84	\$ 12,290.00
Optimize the Design Configuration		4	4	8	16	8			40	\$ 5,480.00
Draft Report	4	8	8	16	32		8		76	\$ 10,880.00
Final Report	4	4	8	12	16		4		48	\$ 7,220.00
Project Management & Meetings (3 Months Typical)		6			6				12	\$ 1,890.00
PER Presentation	2	2	2	2	4				12	\$ 2,000.00
										\$ -
<b>2. Final Design (LS)</b>										\$ 13,640.00
Drainage Area Maps Updates		2	4		8		15		29	\$ 3,400.00
Storm Sewer Design and Hydraulic Data Sheets Updates		8	16	12	16		24		76	\$ 10,240.00
MANHOUR SUBTOTAL	18	75	70	120	177	24	71	6	561	
	3%	13%	12%	21%	32%	4%	13%	1%		
LABOR RATE PER HOUR	\$240.00	\$195.00	\$175.00	\$150.00	\$120.00	\$110.00	\$90.00	\$75.00		
	\$4,320.00	\$14,625.00	\$12,250.00	\$18,000.00	\$21,240.00	\$2,640.00	\$6,390.00	\$450.00		
SUBTOTAL LABOR										
TOTAL										\$ 79,915.00



# All-Terra Engineering, Inc.

*Geotechnical Engineering \* Construction Materials Testing*

August 11, 2025

MBCO Engineering  
14811 St. Mary's Lane, Suite 152  
Houston, Texas 77079

Attn: Mr. Steve Stacy, P.E.  
VP of Engineering

Re: Proposal  
Geotechnical Investigation  
Proposed Kansas Street Segment 2 Reconstruction  
West Sycamore Road to West Davis Road  
2023 Mobility Bond Program  
Fort Bend County, Texas

All-Terra Proposal No.: APE24-2069 Rev4

Dear Mr. Stacy:

**All-Terra Engineering, Inc. (All-Terra)** appreciates the opportunity to provide this proposal to perform a geotechnical investigation for the above referenced project. This proposal outlines our understanding of the scope of services to be performed by All-Terra for this project and provides an estimated fee for our services.

## **A. PROJECT INFORMATION**

It is our understanding that a portion of Kansas Street from West Sycamore Road to West Davis Road (identified as Segment 2) is being designed by Fort Bend County for reconstruction. The existing roadway portion is a 2-way asphalt roadway with a total length of about 4,300 linear feet. The south portion of the existing roadway (length of about 1,270 feet) that ends at West Davis Road parallels an existing railroad corridor. There are sand pits located just to the northeast of the project area. The proposed replacement will be a 2-lane concrete pavement w/ concrete curbs, sidewalks on both sides, and an underground storm sewer drainage system.

The purpose of the geotechnical investigation will be to determine the subsoil and groundwater conditions within the project area and provide data/parameters/recommendations that can be used for the design and construction of the proposed roadway reconstruction, sidewalks, and associated underground utilities.

## B. SCOPE OF SERVICES

Based upon our understanding of the project requirements, it is proposed that the scope of work for the geotechnical investigation consists of the following tasks:

- Drill/sample a total of nine (9) geotechnical borings to a depth of 20 feet (and to a depth of at least 5 feet below any water producing sand layer) beneath the surface within the stretch of the roadway reconstruction as shown on the attached Plate No. 1. Prior to the drilling/coring activities, existing plans will be requested from MBCO in order to determine the locations of water/sewer lines within the project area. A utility clearance will also be applied (through Texas 811) in order to ensure that the drilled locations are clear of underground utilities. Prior to the soil drilling/sampling, the existing asphalt pavement will be cored and thicknesses of the existing asphalt and base layers will be measured. GPS coordinates of the actual boring locations during drilling will be obtained for documentation and inclusion on the boring logs of the report.
- Sample each boring continuously to a depth of 12 feet and intermittently thereafter, with both disturbed (cohesionless soils) and relatively undisturbed (cohesive soils) samples being obtained, as applicable.
- Measure the depth to groundwater during drilling, approximately 10 minutes after the water is initially encountered, as applicable, and within 15 minutes after the completion of drilling.
- Install a piezometer (to be labeled PZ-1) at the location of Boring No. B-2 to a depth of 20 feet beneath the existing surface.
- Measure the groundwater levels in the piezometer at 2 days, 2 weeks, and 1 month after the installation of the piezometer.
- Backfill the boreholes with cement grout after the completion of the drilling activities. The top 18 inches of the boreholes will be backfilled with 12 inches of quickcrete topped with 6 inches of asphalt.
- Clearly mark each boring location and provide the client a layout and GPS coordinates of the borings for the surveyor's use in obtaining boring location survey elevations, stationing, and offset distances, as applicable.
- Perform laboratory testing on soil samples obtained such as moisture content tests, unit weight determinations, Atterberg limits tests, tests to determine the percent soil particles passing a No. 200 sieve, dry density tests, undrained shear strength tests, moisture-density relationship test of soils (Standard Proctor), and California Bearing Ratio (CBR) of soils in order to define soil classifications and physical soil properties of the site soils.

- Analyze the laboratory test data to define the engineering characteristics of each soil type.
- Prepare boring logs based upon the results of laboratory tests and visual soil classifications.
- Perform engineering analyses as necessary to develop recommendations pertaining to potential uplift of underground structures due to upward acting hydrostatic pressures caused by groundwater conditions, lateral earth pressures on underground structures, dewatering requirements for excavations, utility trench shoring and bracing requirements, and OSHA soil type classifications pertinent to trench shoring and bracing design as applicable to underground utilities.
- Provide a trench safety letter report that may be used for the design of protection systems for excavations pertaining to the installation of underground utilities.
- Perform pavement design analyses for the proposed roadway reconstruction project using the requirements and guidelines of the American Association of State Highway and Transportation Officials (AASHTO) “AASHTO Guide for Design of Pavements” as well as the requirements and guidelines of Fort Bend County and provide recommendations for rigid and flexible pavements based on 20-year, 30-year, and 50-year design life as well as temporary flexible pavement.
- Provide recommendations for sidewalk design.
- Provide recommendations for subgrade preparation and stabilization (depending on the soil type encountered) for the proposed roadway reconstruction and sidewalks.
- Perform a desktop review of published and proprietary records on surface faults within the location of the proposed development in order to determine presence of a surface fault that could adversely impact the proposed development.
- Provide recommendations for subgrade preparation of driveways that will be impacted by the proposed project.
- Submit a pdf file of a full geotechnical engineering report that presents the results of the geotechnical engineering study. The report will be prepared and sealed by a Licensed Professional Engineer trained and experienced in the practice of geotechnical engineering.

### C. CONDITIONS

If there are any other restrictions, unusual circumstances, or special requirements regarding the site or this proposed geotechnical study, the Client shall communicate these to All-Terra prior to our commencing our field activities.

### D. SCHEDULE

We can initiate our field operations within several working days following authorization to proceed and Texas 811 clearance, weather permitting. We anticipate completion of our services and submittal of our report within 3 to 4 weeks after the completion of drilling.

### E. ESTIMATED COST

For the scope of services outlined within this proposal, we estimate a total cost of about **\$24,348.00**. The breakdown of the estimated cost is as follows:

Item	Estimated Quantity	Unit	Unit Price	Estimated Cost
<b>Field Activities:</b>				
Initial site visit by Senior engineer, P.E.	4	hours	\$ 150.00	\$ 600.00
Drill rig mobilization	1	Lump Sum		\$ 300.00
Coring of existing pavement at 9 locations	9	each	\$ 80.00	\$ 720.00
Drilling/sampling of 9 borings to 20 feet	180	feet	\$ 18.00	\$ 3,240.00
Additional drilling of 5 feet below water bearing sand layer	45	feet	\$ 18.00	\$ 810.00
Locate/identify/mark borings in the field (including Texas 811 clearance application) by graduate engineer	6	hours	\$ 85.00	\$ 510.00
Field logging of soil samples by qualified technician	20	hours	\$ 65.00	\$ 1,300.00
Traffic control (cones, signs, technician as flagman during coring, drilling, and hole grouting along the roadway)	1	Lump Sum		\$ 1,200.00
Grouting of 9 boreholes along the existing pavement	225	feet	\$ 9.00	\$ 2,025.00
Install one (1) piezometer to 20 feet	20	feet	\$ 24.00	\$ 480.00
Piezometer abandonment	20	feet	\$ 20.00	\$ 400.00
Water level readings in the piezometer by qualified technician (2 days, 2 weeks, and 1 month)	9	hours	\$ 65.00	\$ 585.00
Vehicle Charge	7	trips	\$ 60.00	\$ 420.00
<b>Sub-Total</b>				<b>\$ 12,590.00</b>



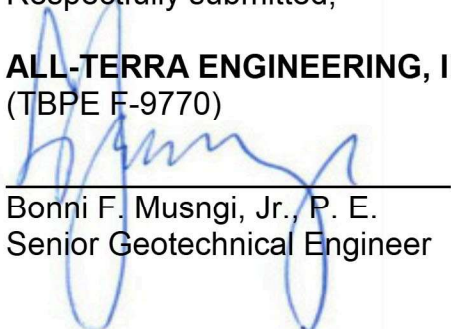
Item	Estimated Quantity	Unit	Unit Price	Estimated Cost
<b>Laboratory Testing:</b>				
Atterberg Limits (ASTM D4318)	32	each	\$ 60.00	\$ 1,920.00
% Pass No. 200 Sieve (ASTM D1140)	24	each	\$ 46.00	\$ 1,104.00
Moisture Content (ASTM D2216)	72	each	\$ 9.00	\$ 648.00
Unconfined Compression (ASTM D2166)	9	each	\$ 44.00	\$ 396.00
Standard Proctor Test (ASTM D698)	1	each	\$ 175.00	\$ 175.00
California Bearing Ratio, 3-Points per set (ASTM D1883)	3	each	\$ 185.00	\$ 555.00
Sub-Total				<b>\$ 4,798.00</b>
<b>Engineering, coordination, supervision, analysis, and report preparation:</b>				
Senior engineer, P.E.	16	hours	\$ 150.00	\$ 2,400.00
Graduate engineer	48	hours	\$ 85.00	\$ 4,080.00
Engineering Assistant	8	hours	\$ 60.00	\$ 480.00
Sub-Total				<b>\$ 6,960.00</b>
<b>TOTAL FOR THE GEOTECHNICAL INVESTIGATION</b>				<b>\$ 24,348.00</b>

## F. CLOSURE

We appreciate the opportunity to offer our services on your project. We look forward to serving you, and welcome any questions or comments you may have concerning this proposal or our services.

Respectfully submitted,

**ALL-TERRA ENGINEERING, INC.**  
 (TBPE F-9770)

  
 \_\_\_\_\_  
 Bonni F. Musngi, Jr., P. E.  
 Senior Geotechnical Engineer

Attachment: Plate No. 1 - Proposed Locations of Borings

File:/server/proposals/APE24-2069\_kansas.segment2\_rev4.docx



● - Geotechnical borings that are proposed for the study  
 PZ-1 --- Piezometer location



Date: 12/18/24

Proposed Kansas Street Segment 2 Reconstruction  
 W. Sycamore Road to W. Davis Road, Fresno, Fort Bend County  
**Proposed Locations of Borings**

Proposal No:  
 APE24-2069  
 Plate No. 1