



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 \$874,387.79. 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 \$874,387.79. 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 \$874,387.79 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 \$874,387.79.

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:** TEDSI Infrastructure Group  
738 S. Texas Hwy 6 South  
Suite 430  
Houston, TX 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.

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**

**TEDSI INFRASTRUCTURE GROUP, INC.**

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

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

\_\_\_\_\_  
Date

Jules M. Morris, Jr., P.E.  
\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**

Executive Vice President  
\_\_\_\_\_  
Title

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

9/19/2025  
\_\_\_\_\_  
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**

(Follows Behind)

April 7, 2025



**TEDSI INFRASTRUCTURE GROUP**

**TEDSI**  
TBPE F-1640

*Consulting Engineers*  
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079  
Tel: (832) 619-1000  
Fax: (832) 619-1018

Mr. J. Stacy Slawinski, P.E.  
Fort Bend County Engineer  
301 Jackson Street, 4th Floor  
Richmond, Texas 77469

**Re: Fort Bend County 2023 Mobility Bond Project No. 23305a  
Old Richmond Road Segment 2 Engineering Proposal  
Rippling Mill Dr to 520 FT south of Voss**

Dear Mr. Slawinski:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit for your approval this fee proposal and associated scope of services for the above referenced project.

TEDSI will serve as Design Lead for our team on this project. Our design effort will include a team of professional sub-consultants that together will provide Field Surveys, Geotechnical Engineering, Right of Way Mapping, Roadway Schematic Development, Drainage Studies, and final PS&E preparation.

Attached please find our Scope of Services (Attachment A) and Fee Proposal (Attachment B) and Schedule (Attachment C) for this project.

In the event of questions or if you request additional information, please contact me at 832/619-1000. We are very pleased to be at your service.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jules M. (Jay) Morris, Jr., P.E.  
Executive Vice President

## EXHIBIT A

### SCOPE OF WORK

Road Name: Old Richmond Road Segment 2

Road Classification: Major Thoroughfare

Project Limits: Rippling Mill Dr to 520 FT south of Voss (3500 Feet)

Precinct Number: 3

#### Existing Conditions:

The existing Old Richmond Road Segment 2 is a 2-lane asphalt roadway with open ditch from Rippling Mill Dr to Voss located in Fort Bend County (FBC) Precinct 3. The project will connect to the proposed Segment 1 that is being designed by others and will be constructed first. Segment 1 will include the design of the Rippling Mill intersection and this project will connect to those proposed improvements. This project will end and connect to the recent improvements at the Voss Rd intersection.

The existing ROW is approximately 60 feet wide, but varies throughout the corridor. There are overhead electric and/or telephone lines as well as underground fiber optic along the north/west ROW.

#### Proposed Conditions:

The proposed Old Richmond Road Segment 2 will be concrete pavement with three lanes with the center lane serving as a continuous two way left turn lanes. There will be curb with storm sewer. An evaluation of potential proposed ROW at corners will be made. This project will be in accordance with the FBC Major Thoroughfare Plan.

There are approximately 6 driveways that will be reconstructed. There are 3 intersections at

- Aprilmont Dr.
- Pheasant Creek Dr.
- Copano Bay Dr.

#### A. Project Management

Engineer shall provide the project management of the project from initiation to completion.

##### 1. Coordination with Sub-Engineers

Coordinate, monitor and manage the project sub-engineers as necessary. The Engineer shall ensure all components in the Scope of Work are being met by monitoring progress and taking corrective action when necessary.

##### 2. Schedule

Provide a detailed project baseline schedule, indicating milestones, major activities and deliverables for FBC Project Manager to review and comment on as part of proposal

submittal. The schedule shall reflect assumed review times necessary by the agencies involved. During the execution of the Study Phase the Engineer shall maintain and update the schedule. Adjustments shall be made, if necessary, due to changing circumstances.

3. Status Reports

Prepare monthly status reports and submit to FBC by the 2<sup>nd</sup> week of the following month.

4. Invoices

Engineer shall submit, in a format acceptable to FBC, invoices that detail all project costs based on percentage of completion for each task and submit to FBC by the end of the month.

***Deliverables:*** Updated Project Schedule, Project Status Report, and Invoices

## PRE-DESIGN (STUDY) PHASE

The Study Phase shall consist of a series of Engineering studies and technical reports to support the Study Report. Engineer shall perform all Study Phase outlined tasks in accordance with all adopted FBC standards, guidelines, and specifications.

The Scope of Work for the Study Phase:

A. Alignment Study

Engineer shall evaluate alignment options using the current FBC Geometric Design Guidelines. Engineer shall optimize their findings by evaluating alignment impacts to existing structures such as signals, utilities and property, environmental impacts, ROW acquisitions costs, and existing and impacts to existing and proposed drainage.

Once the alignment is approved by the Precinct, the Engineer may proceed with the Sight Triangle Analysis at all cross streets (refer to Traffic section).

B. Drainage Study

Engineer shall coordinate with adjacent section providing the overall corridor drainage study.

C. Right-of-Way (ROW)

Engineer shall identify ROW acquisition needs based on the proposed roadway and drainage requirements. Development of the Metes and Bounds (Proposed ROW Maps) shall be authorized following the conclusion of the Preliminary Engineering Report.

D. Initial Utility Coordination Meeting

Engineer shall begin the identification of any utility conflicts within the project limits. The surveyor shall contact 811 to locate utilities, record that information, and establish a Utility Conflict Matrix containing the following information at a minimum:

- Conflict number
- Station and offset
- Name of utility

- Contact information (name, address, phone, email)
- Type of utility
- Utility notification date and type
- Conflict type
- Anticipated date of conflict clearance

The Engineer shall provide the Preliminary Utility Conflict Matrix for review.

E. Study Report

- a. Pre-Client Presentation: The Engineer shall present a draft of Client presentation to FBC for feedback.

***Deliverables:***

- 34" Wide Roll Plot summarizing all the data gathered in the previous meetings showing both plan and profile
- KMZ of project, including alignment, ROW, TCP, drainage, utilities, etc.
- Handouts of the presentation

- b. Client Presentation: The Engineer shall incorporate feedback received in the Pre-Client Presentation meeting.

***Deliverables:***

- 34" Wide Roll Plot summarizing all the data gathered in the previous meetings showing both plan and profile
- Presentation (PowerPoint, Presi, etc.)
- Handouts of the presentation

- c. Study Report: The Engineer shall document and summarize all project findings and provide the design objectives in the preparation of the Construction Contract Documents.

***Deliverables:*** Study Report

## **SURVEY**

### **Existing Right-of-Way Maps (Cat. 1B Condition 3)**

- A. Provide deed research to determine existing rights-of-ways throughout the project routes.
- B. Tie in property corners and block corners to define the existing rights-of-ways.
- C. Prepare right-of-way map of the existing right-of-way in accordance with TSPS Category 1B, Condition 3 standards and conform to FBC Standards.

***Deliverables:*** Signed, sealed, and dated right-of-way map of the existing rights-of-ways

### **Topographic Survey (Cat. 6 Condition 1)**

- A. Perform topographic survey for 3500 linear feet with all intersections along this route, and for additional side streets as noted:

- i. Aprilmont Dr.
  - ii. Pheasant Creek Dr.
  - iii. Copano Bay Dr.
- B. Perform topographic survey at the following intersections for traffic signals:
  - i. Pheasant Creek Dr.
- C. Survey to include 20 feet outside of the right-of-way and cover 120-foot wide swath in areas with no existing roadway.
- D. 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.
- E. 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.
- F. Locate Ornamental trees or Landscape trees with a diameter of 4" and larger shall be located. Wooded/brushed areas shall be limited to an outlined area only. No individual trees shall be located on natural vegetation areas.
- G. Provide SUE Level C per ASCE SUE Guidelines
  - i. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
  - ii. Locate markings provided by One-Call and "visible" utilities within 20 feet of the proposed and or existing right-of-way.
- H. Provide SUE Level D per ASCE SUE Guidelines
  - i. Obtain utility maps from Comcast, CenterPoint Energy, and AT&T.
  - ii. Obtain utility maps from other utilities not limited to waterline, sewer, MUD, pipelines
- I. Locate utility markings or test holes provided by SUE providers.
- J. Locate soil borings.
- K. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and FBC Standards.
- L. Prepare utility conflict table, to include risers.

### **Control**

- A. Horizontal and Vertical Survey Control shall be referenced to the nearest FBC Control Monument, or NGS if no County Monuments are established.
- B. Survey Control Points will be established at 1,000-foot maximum intervals and tied to the calculated alignment for each site.

***Deliverables:*** Signed and Sealed Survey Control Map per FBC standards with Detail sketches in PDF format and CAD files.

### **Topographic Survey – Detention Pond (Cat 6, Cond. 1)**

- A. Cross sections shall be obtained at 100 feet intervals along the detention pond and shall extend 20 feet beyond the existing right-of-way lines.

- B. 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.
- C. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
- D. Obtain utility maps from CenterPoint Energy and AT&T.
- E. Locate markings provided by One-Call and "visible" utilities within 25 feet of the proposed and or existing right-of-way.
- F. 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.
- G. Locate soil borings.
- H. Establish survey baselines and temporary benchmarks.

**Deliverables:** CADD file along with ASCII point file, DTM with 1-foot contours and TIN file and XML file with break lines; signed, sealed, and dated Control Maps with reference drawings.

### **Survey Coordination**

Engineer shall coordinate with the survey provider for the completion of the Surveying tasks, which shall be included in the Study Phase Report or Design Plans.

## **GEOTECHNICAL**

### **Roadway – Report**

#### **A. Field Investigation**

1. Submit soil boring layout for approval.
2. Obtain utilities clearance for all the boring locations.
3. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and FBC Standards.
4. Core the existing pavement and determine the existing pavement thickness at selected locations.
5. Drill and sample:
  - i. 8 soil borings each to a depth of 15 feet for the proposed roadway and utilities
6. Install 1 piezometers to monitor steady state water level measurements.
  - i. Read at least 24-hours after initial installation and periodically during 30 days after installation.
  - ii. Piezometers should be spaced no farther than 2,500 feet apart along underground utilities where water-bearing layers (or potentially water-bearing layers) are encountered, unless otherwise recommended by the geotechnical Engineer and approved by the County Engineer.

- iii. Abandon in accordance with Texas Commission on Environmental Quality (TCEQ) when they are no longer necessary.
7. Grout all boreholes, except piezometer borings, using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout shall eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
  - i. In the case of borings through pavements, similar or equivalent materials should be used to restore the site. Backfilling of borings and sealing off piezometers should be conducted by using non-shrink grout placed with a tremie pipe.

**B. Laboratory Testing**

1. Laboratory testing should be conducted in general accordance with the corresponding ASTM standards.
2. Perform laboratory tests on selected representative soil samples to determine Engineering properties of the soils and to select design soil parameters.
3. Perform Engineering analyses to develop geotechnical recommendations including pavement recommendations including subgrade stabilization requirements, and for utilities replacement, including excavation stability, bedding and backfill, groundwater control, and construction considerations.

**C. Report**

1. Submit a final geotechnical report in accordance with FBC Guidelines.

***Deliverables:*** Geotechnical Report

**Geotechnical Coordination**

Engineer shall coordinate with the geotechnical provider for the completion of the Geotechnical Report, which shall be included in the Study Phase Report or Design Plans.

**DESIGN (PS&E) PHASE**

The Engineer shall respond to comments provided by the County and shall prepare design deliverables as outlined below.

- A. First Submittal (70%):
  1. Complete Plans
  2. Cost Estimate
  3. Utility Conflict Matrix
- B. Second Submittal (95%):
  1. Complete Plans
  2. Cost Estimate
  3. Utility Conflict Table
- C. Third Submittal (100%):

Old Richmond Road Seg. 2

Project No. 23305

1. Complete Plans sealed by a Professional Engineer
2. Cost Estimate
3. Utility Conflict Table
4. Online Bidding Sheet
5. Utility Signatures & Agency Approvals

During Final Design the Engineer shall include utility notes and signature blocks on the plans and obtain signatures.

FBC shall continue coordination with other jurisdictional agencies including FBCDD and the City of Houston in order to obtain approvals or required permitting.

## **BID PHASE**

The Engineer shall support FBC during the bidding of the Project. Tasks include:

- i. Attend the Pre-Bid Conference
- ii. Answer Bidder Questions
- iii. Issue addenda for clarifications to the plans and specifications

## **CONSTRUCTION PHASE SERVICES**

The Engineer shall provide responses to contractor questions, RFI's, and review shop drawings.

## **SERVICES NOT INCLUDED IN SCOPE OR FEE PROPOSAL**

- No illumination provided except as part of a traffic signal mast arm
- No environmental services provided
- No negotiations for ROW with adjacent property owners
- As-built Survey once project is complete
- Filing and permit fees
- Nationwide or Individual 404 Permits
- Landscaping, irrigation or hardscape design
- Utility relocation or adjustment coordination

<b>Project Name</b>	Old Richmond Road Segment 2
<b>Prime Consultant</b>	TEDSI Infrastructure Group, Inc.
<b>Project No.</b>	23305
<b>Date:</b>	4/7/2025

SUMMARY BASIC SERVICES - PRIME & SUBCONSULTANTS			
TASK DESCRIPTION	CONSULTANT	TOTAL LABOR HRS. & COSTS	
<b>STUDY PHASE</b>			
PRIME	TEDSI Infrastructure Group, Inc.	\$ 199,967.60	
SURVEY	Weisser	\$ 58,820.00	
GEOTECHNICAL	HTS	\$ 15,895.00	
	<b>SUBTOTAL STUDY PHASE</b>	<b>\$ 274,682.60</b>	
<b>DESIGN PHASE</b>			
PRIME	TEDSI Infrastructure Group, Inc.	\$ 523,280.63	
SURVEY	Weisser		
GEOTECHNICAL	HTS		
	<b>SUBTOTAL DESIGN PHASE</b>	<b>\$ 523,280.63</b>	
<b>SUMMARY OF OPTIONAL ADDITIONAL SERVICES</b>			
PRIME	TEDSI Infrastructure Group, Inc.	\$ 50,504.56	
SURVEY	Weisser	\$ 24,345.00	
GEOTECHNICAL	HTS		
	<b>SUBTOTAL CONSTRUCTION PHASE SERVICES</b>	<b>\$ 74,849.56</b>	
	<b>TOTAL BASIC SERVICES</b>	<b>\$ 872,812.79</b>	

SUMMARY OTHER DIRECT EXPENSES - PRIME & SUBCONSULTANTS			
TASK DESCRIPTION	CONSULTANT	TOTAL LABOR HRS. & COSTS	
PRIME	TEDSI Infrastructure Group, Inc.	\$ 1,575.00	
SURVEY	Weisser		
GEOTECHNICAL	HTS		
	<b>TOTAL OTHER DIRECT EXPENSES</b>	<b>\$ 1,575.00</b>	

PROJECT SUMMARY	
TOTAL BASIC SERVICES	\$ 797,963.23
TOTAL OPTIONAL ADDITIONAL SERVICES	\$ 74,849.56
TOTAL OTHER DIRECT EXPENSES	\$ 1,575.00
<b>TOTAL</b>	<b>\$ 874,387.79</b>

<b>Project Name</b>	<b>Old Richmond Road Segment 2</b>
<b>Consultant</b>	<b>TEDI Infrastructure Group, Inc.</b>
<b>Project Number</b>	<b>23305</b>
<b>Date</b>	<b>4/7/2025</b>

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior Engineering Tech	Cadd Designer	Project Administrator	Total Labor Hours & Costs	# of Dwg's	Labor Hrs per Sheet
<b>Project Management</b>											
Coordination with Survey & Geotech Subconsultants	24	16	24	16		16		8	104		
Coordination with MUD's & Property Owners	8		8	4					20		
Project Schedule Development and Monthly Updates (2 hrs per month for 12 months)	24		24	16				12	76		
Bi-Weekly Meetings (1 hrs per month for 12 months)	12		12						24		
Invoices and Progress Reports (2 hrs per month for 12 months)	24		24					24	72		
Coordinate with HJ Consulting on Storm Sewer Connections	16		16	16					48		
<b>Subtotal</b>	<b>108</b>	<b>16</b>	<b>92</b>	<b>36</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>44</b>	<b>312</b>		
<b>Pre-Design Study Phase</b>											
Alignment Alternatives	2	4	8	8	8	8			38		
Preliminary Roadway / Driveway Layout	2	4	8	8	8	8	16		54		
Preliminary Intersection Layouts	2	4	8	8	8	8	16		54		
Preliminary Typical Sections	2	4	8	8	8	8	16		54		
Review Drainage Study (provided by HJ Consulting)	8	8	16	24	8	8	8		80		
TCP Conceptual Sequencing	2	4	8	8	8	8			14		
Exist and Prop ROW Layout	2	4	8	8	8	8			38		
Utility Coordination and UCM	4	16	40	40	40	24		8	132		
Preliminary Cost Estimate of Alternatives	2	4	8	8	8	8			38		
PER Preparation	4	16	8	8	24	24		8	84		
PER Meeting	4	4	4	4					12		
<b>Subtotal</b>	<b>34</b>	<b>72</b>	<b>124</b>	<b>72</b>	<b>120</b>	<b>104</b>	<b>56</b>	<b>16</b>	<b>598</b>		
Hours Subtotals	142	88	216	108	120	120	56	60	910		
Billing Rates	\$ 324.92	\$ 291.59	\$ 237.44	\$ 199.96	\$ 162.46	\$ 170.79	\$ 143.72	\$ 120.80			
<b>Total Labor Costs</b>	<b>\$ 46,138.64</b>	<b>\$ 25,659.92</b>	<b>\$ 51,287.04</b>	<b>\$ 21,595.68</b>	<b>\$ 19,495.20</b>	<b>\$ 20,494.80</b>	<b>\$ 8,048.32</b>	<b>\$ 7,248.00</b>	<b>\$ 199,967.60</b>		

**Study Phase - Basic Services \$ 199,967.60**

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	Senior Engineering Tech	Cadd Designer	Project Administrator	TOTAL LABOR HRS. & COSTS	# of Dwg's	Labor Hrs per Sheet
<b>Design Phase (PS&amp;E)</b>											
Title Sheet, vicinity map and general construction notes	2	4	8		16	16	16	2	64	4	16
Index Sheet	1	2	16			4			23	1	23
Project Layout (100 scale double banked)	2	4	8	16		24	24		78	3	26
Typical Sections (Existing and Proposed)	2	4	8	16		24	40		94	3	31
Survey Control Sheet		1		2		2	4		9	2	5
Horizontal Alignment Sheet	2	4	16			8	4		34	2	17
Plan and Profile Sheet (400 LF/Sheet) (1"=40')	4	16	40	80	40	80	100		360	10	36
Intersection Layout (3 intersections)	2	2	8	16		32	40		100	3	33
Roadway Details	2	4	4	8		16	16		50	2	25
Driveway Table	2	4	8	24	8	16			62	2	31
Cross Sections	2	4	8	80	8	40	8		150	5	30
ROW Maps			1	2	2				5		
Miscellaneous Details and Standards	2	4	16	4		8	8		42	2	21
<b>Subtotal</b>	<b>23</b>	<b>53</b>	<b>141</b>	<b>248</b>	<b>74</b>	<b>270</b>	<b>260</b>	<b>2</b>	<b>1071</b>		
<b>Specifications</b>											





Total Labor Costs	\$	6,498.40	\$	9,330.88	\$	7,598.08	\$	7,998.40	\$	6,498.40	\$	6,831.60	\$	5,748.80	\$	-	\$	50,504.56
<b>CONSTRUCTION PHASE SERVICES - T&amp;M</b>																		
	\$	50,504.56																

<b>Project Name</b>	<b>Old Richmond Road Segment 2</b>
<b>Consultant</b>	Weisser
<b>Project No.</b>	23305
<b>Date</b>	4/7/2025

BASIC SERVICES										
TASK DESCRIPTION	RPLS	Field Coordinator	Survey Tech	CADD Tech	Clerical	2-Person Survey Crew	Lump Sum Cost	Total Labor Hours & Costs		
Survey - Preliminary Design										
Survey Control	8	2	28	36	2	16		92		
Existing Right of Way Mapping (Cat. 1B, Cond. 3)	14	4	52	32	22	36		160		
Topographic Surveying (Cat. 6, Cond. 1)	28	10	16	80	2	88		224		
Soil Boring Locations										
<b>Subtotal</b>	<b>50</b>	<b>16</b>	<b>96</b>	<b>148</b>	<b>26</b>	<b>140</b>		<b>476</b>		
Billing Rates	\$ 160.00	\$ 105.00	\$ 110.00	\$ 95.00	\$ 65.00	\$ 145.00				
Total Labor Costs	\$ 8,000.00	\$ 1,680.00	\$ 10,560.00	\$ 14,060.00	\$ 1,690.00	\$ 20,300.00	\$ 2,530.00	\$ 58,820.00		

OPTIONAL ADDITIONAL SERVICES					
Survey - Optional Additional Services	QTY	UNIT	RATE	COST	
Project Control for Construction	1	lump sum	\$ 5,295.00	\$ 5,295.00	
Parcel Surveys	6	each	\$ 2,470.00	\$ 14,820.00	
Interim Right-Of-Way Staking	2	day	\$ 2,115.00	\$ 4,230.00	
<b>Subtotal</b>	<b>24,345.00</b>				

SURVEY SUMMARY	
TOTAL PRELIMINARY SERVICES	\$ 58,820.00
TOTAL OPTIONAL ADDITIONAL SERVICES	\$ 24,345.00
<b>TOTAL</b>	<b>\$ 83,165.00</b>

<b>Project Name</b>	Old Richmond Road Segment 2
<b>Consultant</b>	HTS
<b>Project No.</b>	23305
<b>Date</b>	4/7/2025

BASIC SERVICES						
TASK DESCRIPTION	Senior Engineer	Project Engineer	Staff Engineer	Support Personnel (CAD/Clerical)	Total Labor Hours & Costs	
Engineering Analysis and Report Preparation						
Engineering Analysis and Report Preparation	1	4	32	8	45	
<b>Subtotal</b>	<b>1</b>	<b>4</b>	<b>32</b>	<b>8</b>	<b>45</b>	
Billing Rates	\$ 205.00	\$ 165.00	\$ 120.00	\$ 70.00		
Total Labor Costs	\$ 205.00	\$ 660.00	\$ 3,840.00	\$ 560.00	\$ 5,265.00	
<b>Subtotal</b>	<b>\$ 5,265.00</b>					

Drill/Sample 8, 15' Deep Borings	QTY	UNIT	RATE	COST
Mobe/demobe	1	lump sum	\$ 750.00	\$ 750.00
3" diameter (0' to 30')	120	feet	\$ 20.00	\$ 2,400.00
Pavement Coring (upto base)	8	each	\$ 150.00	\$ 1,200.00
Traffic control (including signage & cones)	1	day	\$ 600.00	\$ 600.00
Grouting the borings	120	feet	\$ 10.00	\$ 1,200.00
Locate/identify borings	8	hours	\$ 55.00	\$ 440.00
<b>Subtotal</b>	<b>6,590.00</b>			

Laboratory Analyses	QTY	UNIT	RATE	COST
Atterberg Limits(ASTM D 4318)	20	tests	\$ 71.00	\$ 1,420.00
Unconfined compression test (ASTM D 2166)	10	tests	\$ 55.00	\$ 550.00
Moisture content (ASTM D 2216)	20	tests	\$ 11.00	\$ 220.00
Percent material passing No. 200 sieve (ASTM D 1140)	20	tests	\$ 55.00	\$ 1,100.00
California Bearing Ratio (ASTM D-1883)	1	tests	\$ 750.00	\$ 750.00
<b>Subtotal</b>	<b>4,040.00</b>			

GEOTECHNICAL SUMMARY	
TOTAL BASIC SERVICES	\$ 15,895.00
TOTAL OTHER DIRECT EXPENSES	\$ -
<b>TOTAL</b>	<b>\$ 15,895.00</b>

Old Richmond Road Road Seg. 2  
Project No. 23305  
EXHIBIT C - Schedule

NTP:	May 2025
Preliminary Engineering Report:	October 2025
Drainage Study Submittal:	October 2025
ROW Mapping:	December 2025
70% Design Submittal:	January 2026
95% Design Submittal:	April 2026
100% Design Submittal:	June 2026

## PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: December 5, 2024

Mr. Jay Morris, Jr.  
TEDSI Infrastructure Group, Inc.  
738 Hwy 6 South, Suite 430  
Houston, TX 77079  
832-619-1017  
[jmorris@tedsi.com](mailto:jmorris@tedsi.com)

Proposal for Professional Services in Connection With: Old Richmond Road, Segment 2 (as shown on the attached aerial images), Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to TEDSI Infrastructure Group, Inc. (the "Client").

### I. BASE SCOPE OF SERVICES

#### Surveying and Mapping

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project including but not limited to roadway, corner cuts, sight distance triangles, detention, and outfalls, if necessary. The Surveyor shall establish a project baseline based on the centerline of the right-of-way, or the existing baseline if available. The Surveyor shall create an existing utility list (Excel Format) including owner and contact information for available existing utilities within the project limits to be supplied to the Engineering Consultant to complete the identification of potential utility conflicts. The Surveyor shall sign and seal all survey documents.

#### The specific survey limits are as follows and shown on the attached Aerial Images:

The linear topographic and right-of-way survey will begin at the intersection of Old Richmond Road and Ripping Mill Drive and proceed east and north for a distance of 3,500 linear feet.

#### 1. Survey Control

- a. Horizontal and Vertical Survey Control for each site shall be referenced to the nearest Fort Bend County Survey Control Monument, or NGS if no County Monuments are established.
- b. Survey Control Points will be established at 1,000-foot maximum intervals and tied to the Calculated Alignment for each site.
- c. Deliverable will be Signed and Sealed Survey Control Maps per Fort Bend County standards with Detail Sketches in PDF format and CAD Files.

#### **COST: \$10,440.00**

2-Person Survey Crew	16 hrs @ \$145/hr	\$2,320.00
Survey Technician	28 hrs @ \$110/hr	\$3,080.00
CADD Technician	36 hrs @ \$95/hr	\$3,420.00
Clerical	2 hrs @ \$65/hr	\$ 130.00

Field Coordinator	2 hrs @ \$105/hr	\$ 210.00
RPLS	8 hrs @ \$160/hr	\$1,280.00

**2. Existing Right of Way Mapping (Cat. 1B, Cond. 3)**

- a. Perform abstract survey; obtain deeds of record, and plats for the right-of-way, streets intersecting and tracts of land adjoining the project limits.
- b. Establish the existing right-of-way and boundary lines adjoining the project limits.
- c. Deliverable will be Signed and Sealed existing Right-of-Way Map Sheets in PDF format per Fort Bend County standards and CAD Files.
- d. Prepare, deliver and coordinate Right-of-Entry for the Project.

**COST: \$18,070.00**

2-Person Survey Crew	36 hrs @ \$145/hr	\$5,220.00
Survey Technician	52 hrs @ \$110/hr	\$5,720.00
CADD Technician	32 hrs @ \$95/hr	\$3,040.00
Clerical	22 hrs @ \$65/hr	\$1,430.00
Field Coordinator	4 hrs @ \$105/hr	\$ 420.00
RPLS	14 hrs @ \$160/hr	\$2,240.00

**3. Topographic Surveying (Cat. 6, Cond. 1)**

The Surveyor will provide the following within the surveying limits described above:

- a. For the roadway and ditches, obtain cross-sections at 100-foot intervals with grade breaks. Cross-sections shall extend from right-of-way to right-of-way on existing roads, including elevations at estimated right-of-way lines. Topographic Survey will begin at the south line of the development north of the Proposed Roadway and extend south a minimum of 125 feet and will include the following: Identify locations and elevations of physical features to include edges or curbs and gutters of pavement, parking lanes, center of the median, fences, walls, tree-lines, trees (type, size, and drip line), sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, elevations at ditch banks, toe, flow line, and side slope, etc. Horizontally and vertically locate available existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and marked by "One Call" within the project limits. The rim (top) and flow line elevations will be obtained on inlets, manholes (sanitary and storm), and drainage structures, including culverts, SETs, etc. The rise, width, flowlines, etc. of the drainage elements will be obtained where accessible.
- b. The Surveyor will coordinate with SUE consultant (if applicable), pipeline companies, municipal utility districts (MUDs), homeowner's associations (HOA's), the County, and private utility agencies to obtain locations of available existing utilities and depths of existing pipelines. These will be shown with the rest of the survey.
- c. Topographic Limits will also include 100 feet upstream and downstream along channels at bridge crossings.

- d. Prepare existing Signed and Sealed Topographic Survey Map of the Project to be delivered in PDF per Fort Bend County standards and CAD Files.

**COST: \$27,780.00.00**

2-Person Survey Crew	88 hrs @ \$145/hr	\$12,760.00
Survey Technician	16 hrs @ \$110/hr	\$ 1,760.00
CADD Technician	80 hrs @ \$95/hr	\$ 7,600.00
Clerical	2 hrs @ \$65/hr	\$ 130.00
Field Coordinator	10 hrs @ \$105/hr	\$ 1,050.00
RPLS	28 hrs @ \$160/hr	\$ 4,480.00

**4. Soil Boring Locations**

- a. Field Locate Soil Borings performed by others.
- b. Soil Borings will be added into existing CAD files.

**COST: \$2,530.00**

**(assumes one trip to locate all Soil Borings)**

**TOTAL COST FOR BASE SERVICES: \$58,820.00**

**II. OPTIONAL ADDITIONAL SERVICES**

**1. Project Control for Construction**

- a. Recover or re-establish project control referenced to the project baseline for construction.
- b. Recover or re-establish project baseline at the beginning, end, street intersections, angle points, beginning of curves, end of curves and at 1,000-foot intervals in between.

**COST: \$5,295.00**

**2. Parcel Surveys**

- a. Prepare metes and bounds descriptions and parcel plats in accordance with Fort Bend County guidelines for property acquisition and add parcels to the existing right-of-way maps.

**COST: \$2,470.00 per parcel (estimated 6 parcels)**

**Total Cost for Parcel Surveys: \$14,820.00**

**3. Interim Right-Of-Way Staking**

- a. Staking of the Proposed Right-of-way at 100-200-foot intervals with wooden stakes. Estimate 2,000 linear feet of staking per day.

**COST: \$2,115.00 per day**

**(estimated 2 days to complete)**

**Total Cost for Interim ROW Staking: \$4,230.00**

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact John Harvill, RPLS ([jharvill@weissereng.com](mailto:jharvill@weissereng.com)).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

**CLIENT**  
TEDSI Infrastructure Group, Inc.

**WEISSER ENGINEERING & SURVEYING**  
By: Taylor R. Sass

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Taylor R. Sass

Title: \_\_\_\_\_

Title: President & CEO

Date of Acceptance: \_\_\_\_\_

Date of Acceptance: 12/05/2024

Please provide an email address for Accounts Payable contact for invoicing purposes:

\_\_\_\_\_

# Old Richmond Seg. 2 Survey Limits



1000 ft



*Excellence in Engineering, Consulting, Testing and Inspection*

**December 4, 2024**

**TEDSI Infrastructure Group  
738 S Texas 6 # 430  
Houston, TX 77079**

**Attn: Mr. Paul Bright, PE, RPLS**

**Re: Proposal  
Geotechnical Investigation  
Proposed Old Richmond Road – Segment 2  
Rippling Mill Drive to South of Voss Road  
Fort Bend County, Texas**

**HTS Proposal No.: 24-00324**

**Dear Mr. Bright:**

## **1.0 INTRODUCTION**

In response to your request, HTS, Inc. Consultants (HTS) is pleased to submit this proposal to TEDSI Infrastructure Group for Fort Bend County to provide a geotechnical investigation pertaining to the proposed development of the Old Richmond Road – Segment 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. Paul Bright with TEDSI Infrastructure Group through an email dated December 3, 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**

<b>Site Location</b>	This project, located from Rippling Mill Drive to 520 feet south of Voss Road along Old Richmond Road in Fort Bend County, Texas.
<b>Project Items</b>	HTS understands that the project includes: <ul style="list-style-type: none"><li>- adding a new lane to Old Richmond Road, converting the existing two-lane road into a three-lane road with a curb and gutter system.</li><li>- reconstruction of storm sewer (assumed maximum trench depth 10 feet)</li></ul> We understand that Old Richmond Road will be reconstructed in two segments, and this proposal pertains solely to Segment 2.
<b>Site History</b>	Based on historical Google Earth imagery, the site is developed with the existing Old Richmond Road.

<b>Site Access</b>	Stiff ground conditions are anticipated and should be accessible by a truck mounted drill rig. Traffic control will be required for drilling.
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The purpose of this geotechnical investigation is to provide:

- recommendations for roadway re-construction.
- recommendations for re-construction of underground storm sewer.
- subgrade preparation recommendations for roadway and underground storm sewer.

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/ drill and sample a total of 8 geotechnical borings to a depth of 15 feet within the area of the proposed roadway. The location of the proposed borings is provided in the attachment with this proposal. The depth and number of borings are selected based on Fort Bend County Geotechnical Investigation guidelines.
- Obtain both disturbed and undisturbed samples continuously to a depth of 15 feet.
- Obtain utilities clearance for all the boring locations by calling TX 811.
- Provide traffic control as per Fort Bend County guidelines before drilling.
- Measure groundwater levels in the borings during drilling and within approximately 24 hours after the completion of drilling.
- Backfill the borings with grout after drilling. Mark the borings with spray marking after drilling completion. 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**

<b>Laboratory Test</b>	<b>Applicable ASTM/Standard Procedures</b>
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318

<b>Laboratory Test</b>	<b>Applicable ASTM/Standard Procedures</b>
Material Finer than No. 200 Sieve	ASTM D1140
Unconfined Compression Strength	ASTM D2166
California Bearing Ratio	ASTM D1883

- 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.
- Provide recommendations for storm sewer trench shoring and bracing requirements, OSHA soil type classifications pertinent to trench shoring and bracing design, storm sewer excavation/backfill requirements, and storm sewer bedding requirements.
- 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 \$15,895.00. The estimated costs are provided in the attached Cost Estimate.

We estimate that about 4 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**

<b>Description of Work</b>	<b>Schedule</b>
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 2 working days.
Laboratory testing	Anticipated to be completed within 2 weeks after the completion of the field exploration
Final Report	Anticipated to be 1 week from the completion date of the laboratory testing

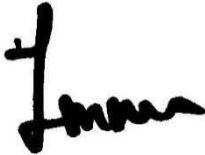
Project Duration	Anticipated to be 4 weeks from the notice to proceed to the submittal of the final geotechnical report.
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**4.0 CLOSING REMARKS**

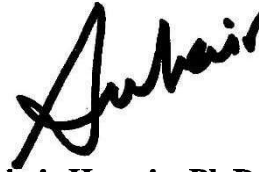
We appreciate the opportunity to present this proposal to you and would be pleased to discuss the contents of this proposal with you at your convenience. Your approval of this proposal may be indicated by your signing/dating this proposal as provided below.

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



Imran Hossain, P.E.  
Geotechnical Services Manager



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

Attachment: Cost Estimate  
Proposed Boring Locations

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

FIRM: \_\_\_\_\_

IH/rg  
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416 Pickering Street  
Houston, Texas 77091

## COST ESTIMATE

Proposal No.:

**24-00324**

Prepared By:

**IH**

Date:

**12/04/24**

Checked By:

**JH**

Date:

**12/04/24**

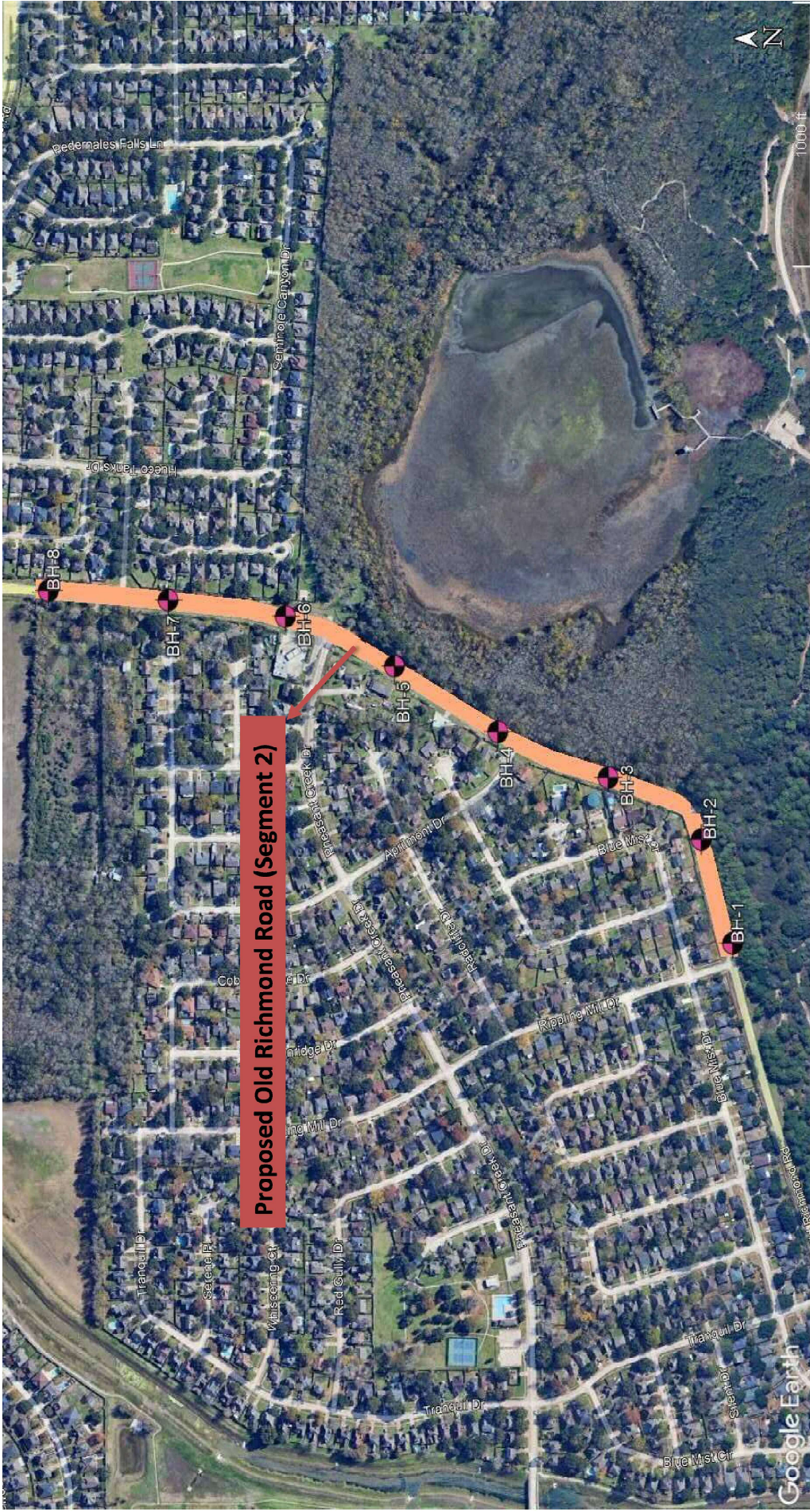
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1 OF 1

### GEOTECHNICAL INVESTIGATION

ITEM	EST. QUANTITY	UNIT PRICE	EST. COST
<b>A) Drill/Sample 8, 15' Deep Borings</b>			
Mobe/demobe	Lump Sum	\$ 750.00	\$ 750.00
3" diameter (0' to 30')	120 feet	\$ 20.00	\$ 2,400.00
Pavement Coring (upto base)	8 each	\$ 150.00	\$ 1,200.00
Traffic control (including signage & cones)	1 day	\$ 600.00	\$ 600.00
Grouting the borings	120 feet	\$ 10.00	\$ 1,200.00
Locate/identify borings	8 hours	\$ 55.00	\$ 440.00
<b>SUBTOTAL =</b>			<b>\$ 6,590.00</b>
<b>B) Laboratory Analyses</b>			
Atterberg limits(ASTM D 4318)	20 tests	\$ 71.00	\$ 1,420.00
Unconfined compression test (ASTM D 2166)	10 tests	\$ 55.00	\$ 550.00
Moisture content (ASTM D 2216)	20 tests	\$ 11.00	\$ 220.00
Percent material passing No. 200 sieve (ASTM D 1140)	20 tests	\$ 55.00	\$ 1,100.00
California Bearing Ratio (ASTM D-1883)	1 tests	\$ 750.00	\$ 750.00
<b>SUBTOTAL =</b>			<b>\$ 4,040.00</b>
<b>C) Engineering Analysis and Report Preparation</b>			
Senior engineer, P.E.	1 hours	\$ 205.00	\$ 205.00
Project engineer, P.E.	4 hours	\$ 165.00	\$ 660.00
Stafft engineer, E.I.T.	32 hours	\$ 120.00	\$ 3,840.00
Support personnel (CAD/clerical)	8 hours	\$ 70.00	\$ 560.00
<b>SUBTOTAL =</b>			<b>\$ 5,265.00</b>
<b>TOTAL COST =</b>			<b>\$ 15,895.00</b>





**Proposed Old Richmond Road (Segment 2)**



**LEGEND**



Proposed Boreholes

Boring Locations are Approximate

**Proposed Old Richmond Road – Segment 2**  
 Rippling Mill Drive to South of Voss Road  
 Fort Bend County, Texas  
 HTS Proposal No.: 24-00324  
**Proposed Boring Locations**