

STATE OF TEXAS

§

Onbase File No: 26-ENG-100811

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COUNTY OF FORT BEND

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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Settemont Road – Project No. 23225X)

This Agreement for Professional Engineering Services (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and CONCEPT ENGINEERS, INC. (“Engineer”), a company authorized to conduct business in the State of Texas. County and Engineer may referred to individually as a “Party” or collectively as the “Parties.”

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

WHEREAS, County desires for Engineer to provide professional engineering services for Settemont Road improvements under Mobility Bond Project No. 23225X; and

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

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

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

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

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

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2032. 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 Seventy-Seven Thousand, Sixty-Five and 00/100 dollars (\$677,065.00). 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 Seventy-Seven Thousand, Sixty-Five and

00/100 dollars (\$677,065.00). 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 Seventy-Seven Thousand, Sixty-Five and 00/100 dollars (\$677,065.00) 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 Seventy-Seven Thousand, Sixty-Five and 00/100 dollars (\$677,065.00).

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, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, ENGINEER SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

- 10. Public Information Act. Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County**

agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**
 - (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.

- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and “Default” of the Agreement:
- (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) Engineer fails to comply with County’s documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Engineer otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
 - (6) County shall notify Engineer in writing of the alleged Default in reasonable detail (“Notice”). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
- (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate

Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.

- (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to Engineer.

- 20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the “Affected Party”) thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party’s obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

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

24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

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

And

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

If to Engineer: CONCEPT ENGINEERS, INC.
2550 North Loop West, Suite 200
Houston, Texas 77092

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}

IN WITNESS WHEREOF, an 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

CONCEPT ENGINEERS, INC.

Daniel Wong, County Judge



Authorized Agent – Signature

Date

Priya Sharma, ENV SP

Authorized Agent- Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

May 1, 2026

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

I:\AGREEMENTS\2026 Agreements\Engineering\Concept Engineers Inc (26-Eng-100811)\2026-04-02 Agmt for Prof Eng Services-Concept Engineers.docx rb 4.28.2026

EXHIBIT A

(Follows Behind)



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COVER LETTER

February 3, 2026

To: Fort Bend County – Precinct 2
Attn: Engineering Department
301 Jackson St,
Richmond, Texas 77469

Subject: Fees Proposal for Engineering Design Services

Project No: 23225x Settemont Road Improvements – Buffalo Run to Fort Bend County Line

Dear Mr. Griffin:

Concept Engineers, Inc. ("Concept"), a WBE, DBE, MBE and HUB certified firm, is pleased to submit our proposal for the engineering design services associated with the Settemont Road Improvements project. We appreciate the opportunity to support Fort Bend County-Precinct 2 in delivering high-quality infrastructure improvements that enhance mobility, safety, drainage performance, and long-term public value.

Concept will serve as the Prime Consultant and will manage the project's full lifecycle from Preliminary Engineering through Final Design, Bidding Support and Construction Phase Services. We will work closely with Tetra Tech, the County's Program Manager, to ensure seamless communication, timely coordination, and total alignment with County expectations throughout the project duration.

To support the technical needs of this project, we will engage qualified professionals/sub-consultants selected by Fort Bend County Engineering Department. These sub-consultants, having extensive experience with Fort Bend County standards and procedures, will work directly under Concept's direction to ensure coordination and quality assurance throughout the project.

The attached proposal outlines our comprehensive understanding of the project, the full scope of services required, our methodology, Level of Effort (LOE), engineering fee summary, and anticipated schedule. Our team is committed to a collaborative and proactive approach, ensuring that the County receives a design that is technically sound, constructible, cost-effective, and fully compliant with Fort Bend County's Engineering Design Manuals and drainage criteria.



We appreciate your consideration and look forward to partner with Fort Bend County-Precinct 2 and Tetra Tech on this important project.

Should you have any questions regarding this submittal, please contact feel free to contact the undersigned.

Respectfully,
Concept Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Priya Sharma", is written over a horizontal line.

Priya Sharma, ENV SP
President

2550 North Loop West #200, Houston, Texas 77092

PSharma@ConceptEngrs.com

Telephone: 713-552-9200 | Mobile: 832-457-0790 | Fax: 713-552-9229



EXECUTIVE SUMMARY

Concept Engineers, Inc. ("Concept") is pleased to serve as the Prime Consultant for the Settemont Road Improvements project, working in close coordination with Fort Bend County (FBC) -Precinct 2 and Tetra Tech, the County's Program Manager. This project represents an important investment in local mobility, drainage performance, pedestrian accessibility, and long-term roadway durability. The proposed improvements will upgrade approximately 2,100 linear feet of Settemont Road from its existing aging asphalt section to a modern two-lane concrete roadway with improved drainage and a continuous pedestrian sidewalk.

The existing corridor exhibits several challenges, including limited pavement width, aging asphalt, inconsistent drainage conveyance, and variable right-of-way conditions. Portions of the project also lie within the jurisdictions of Missouri City, Texas and the City of Houston, Texas, requiring a clear and coordinated design approach that satisfies multiple agency standards while maintaining constructability and cost efficiency. Concept brings extensive experience working with municipal clients, regional drainage agencies, and adjacent jurisdictions on similar roadway reconstruction projects.

Our team will lead engineering, planning, coordination, and project management activities while utilizing qualified surveying and geotechnical sub-consultants to support the data collection and pavement/geotechnical design elements. We will prepare a comprehensive Preliminary Engineering Report (PER) that evaluates two drainage and roadway configuration alternatives: one with roadside ditches and one with a storm sewer system. This will include hydrologic and hydraulic analyses, right-of-way evaluation, utility identification, and a comparative cost assessment to help the County select the most suitable design direction.

Following PER approval, Concept will prepare complete Final Design plans at the 70%, 95%, and 100% milestones, including roadway design, drainage improvements, utility coordination, sidewalk and ADA facilities, signing and pavement markings, traffic control, stormwater pollution prevention and a full bid package. Throughout the project, we will maintain consistent communication with Tetra Tech and Fort Bend County, provide monthly progress updates, and ensure timely delivery of all submittals.

Concept is committed to delivering a cost-effective design that enhances the safety and functionality of the roadway, improves drainage capacity, and supports the long-term infrastructure goals of FBC-Precinct 2. We appreciate the opportunity to support these goals on this important roadway improvement project and look forward to working collaboratively with County staff and Tetra Tech to deliver a successful outcome.



1. PROJECT UNDERSTANDING

Settemont Road is a two-lane corridor located within Fort Bend County Precinct 2, extending from Buffalo Run at the southern project limit to the Fort Bend County and City of Houston jurisdictional boundary at the northern end. The roadway currently consists of an aging asphalt surface with a pavement width of approximately 20 feet, flanked by open roadside ditches that provide limited drainage capability. The right-of-way width along the corridor varies between 50 and 60 feet and includes several driveway connections, adjacent commercial properties, and direct access to Buffalo Run Park and detention facilities.

The corridor shows significant signs of wear, including pavement deterioration, inadequate drainage conveyance, and localized erosion of roadside ditches. Several factors contribute to these deficiencies, including limited ditch depth and inconsistent roadside slopes. Additionally, the corridor lacks pedestrian accommodations, despite serving nearby recreational areas and public facilities.

The presence of multiple jurisdictions along the project limits adds complexity to the design and coordination effort. The southern tie-in at Buffalo Run lies within Missouri City, while the northern segment transitions into the City of Houston's right-of-way. Coordination with both municipalities will be essential to ensure that roadway elevations, drainage outfalls, utility connections, and design criteria align seamlessly across jurisdictional boundaries.

Utilities within the corridor include telecommunications, overhead electric, underground gas lines, and water and wastewater infrastructure. Several of these facilities run longitudinally along the ROW, and conflicts are anticipated with the proposed improvements, particularly for drainage upgrades and potential storm sewer alignments. Early utility coordination will be critical to maintaining the overall project schedule.

The intent of Fort Bend County is to reconstruct Settemont Road to a two-lane concrete roadway, supported by either an improved roadside ditch system or a closed storm sewer system. The project also includes the installation of a five-foot sidewalk along one side of the corridor to improve pedestrian safety and access. A Preliminary Engineering Report (PER) is required to evaluate alternatives, assess potential right-of-way needs, analyze drainage impacts under Atlas 14 rainfall conditions, and develop a comparative cost assessment for each design scenario.

Concept will serve as the Prime Consultant and will coordinate closely with Tetra Tech, the County's Program Manager, throughout all phases of the project. Tetra Tech will play a



key supporting role in facilitating and coordinating communication with COH and Missouri City.

We will also manage and supervise survey and geotechnical sub-consultants to support the development of accurate base mapping and pavement/drainage design recommendations.

The final outcome of this project will be a modern, durable, and safe roadway corridor with improved drainage functionality, consistent roadway geometry, and upgraded multimodal facilities that meet the County's long-term infrastructure goals.



2. SCOPE OF SERVICES

Concept will provide engineering, coordination, and project management services necessary to deliver the Settemont Road Improvements from Preliminary Engineering through Final Design, Bidding Support and Construction Phase Services. The scope has been structured to reflect the requirements outlined in the County's project documentation and expectations, with a deliberate emphasis on thorough analysis, clear communication, and compliance with Fort Bend County design standards. Surveying and geotechnical services will be performed by qualified sub-consultants under the direction of Concept. All services will be coordinated closely with Tetra Tech to maintain alignment with project goals, schedule, and procedures.

2.1 PRELIMINARY ENGINEERING

This phase establishes the technical foundation for all subsequent work and will include extensive data collection, analysis, alternatives development, and coordination. The process begins with a detailed site visit to document existing conditions along the corridor, including pavement surface conditions, ditch geometry, drainage flow, driveway tie-ins, intersection tie-in constraints, and the presence of utilities. This field review will be supplemented by a complete topographic and boundary survey performed by our survey sub-consultant. The survey will capture right-of-way, parcel boundaries, easements, utilities, cross-sections, and all topographic features necessary for engineering design.

A geotechnical investigation will be carried out by our geotechnical sub-consultant to establish subsurface characteristics and pavement design parameters. This will include soil borings, laboratory testing, and a geotechnical report providing pavement recommendations, subgrade treatment requirements, and any considerations relevant to drainage structures.

Using the survey data and geotechnical findings, Concept will prepare two feasible roadway and drainage alternatives for County consideration. The first alternative will incorporate improved roadside ditches designed to meet current County criteria. The second alternative will evaluate a closed storm sewer system that conveys flows via inlets, manholes, and underground piping. For each alternative, we will develop conceptual layouts, cross sections, drainage strategies, and construction cost estimates. We will also evaluate right-of-way impacts, utility conflicts, drainage outfalls, and constructability considerations.

A detailed hydrologic and hydraulic analysis consistent with the Fort Bend County Drainage Criteria Manual and Atlas 14 rainfall values will be performed to determine the



capacity needs for roadside ditches or the storm sewer system. If detention or mitigation is required, we will evaluate practical options within or adjacent to the corridor.

Utility coordination will be initiated early by contacting all utility providers, obtaining record drawings, preparing preliminary conflict matrices, and identifying potential relocations. Environmental constraints provided by Fort Bend County will be incorporated into the analysis and reflected in the PER.

The phase will conclude with the preparation of a comprehensive Preliminary Engineering Report (PER) summarizing all data collected, alternatives evaluated, preliminary designs, cost estimates, and recommendations. Concept will deliver a formal presentation to Fort Bend County and Tetra Tech to facilitate selection of the preferred alternative and confirm the design direction for final design.

2.2 FINAL DESIGN

After the County selects the preferred alternative, the project will advance into Final Design. Concept will prepare fully detailed engineering plans, specifications, and supporting documentation necessary for permitting, utility coordination, construction bidding, and eventual construction.

Roadway design will include plan and profile sheets, horizontal and vertical geometry adjustments, cross sections, driveway reconstructions, intersection tie-ins, pavement design, and roadside features and any possible utility relocation design. The design will ensure consistency with Fort Bend County Engineering Design Manuals and City of Houston or City of Missouri City criteria where jurisdictionally required.

Drainage design will incorporate the recommended improvements from the PER, whether through upgraded roadside ditches or a complete storm sewer system. For storm sewer alternatives, Concept will design inlets, manholes, pipes, outfall structures, and any associated drainage appurtenances. For open ditch alternatives, we will refine ditch geometry, culverts, safety slopes, erosion control, and driveway crossings.

Sidewalk and ADA design will include route selection, cross slopes, grades, pedestrian ramps, detectable warning surfaces, and any necessary modifications to ensure full Texas Department of Licensing and Regulation (TDLR) compliance. Concept will coordinate with the TDLR for project registration and will incorporate all requirements into the design plans.

Utility adjustments identified in preliminary engineering phase will be developed into formal utility relocation layouts and coordinated with utility providers. Additional coordination meetings will be held as needed to confirm schedules and conflict resolutions.



The Traffic Control Plan will outline lane closures, detours, driveway access maintenance, and staging details necessary to support safe construction while limiting impacts to residents and businesses. Storm Pollution Prevention Plans will be provided for erosion control.

Three design submittals will be prepared – 70%, 95%, and 100% (Final) – each with updated quantities, cost estimates, engineering calculations, and comment responses. Concept will actively coordinate with Fort Bend County and Tetra Tech to incorporate feedback and ensure timely progression through each design milestone.

2.3 BIDDING SUPPORT

Concept will support Fort Bend County throughout the bidding process by providing technical assistance to prospective bidders and clarifying design intent. This includes attending the pre-bid meeting, responding to contractor questions, preparing addenda, reviewing submittals or alternate proposals for consistency with the design, and assisting with bid evaluations. This phase ensures that bidders have a clear and accurate understanding of the project, reducing risks associated with discrepancies or misunderstandings.

2.4 PROJECT MANAGEMENT

Effective project management is essential to ensure schedule adherence, quality control, and successful coordination. Concept will manage the overall schedule, maintain communication with Fort Bend County and Tetra Tech, prepare monthly progress reports, conduct virtual or in-person meetings, track utility coordination progress, maintain action item logs, and ensure all required documentation is uploaded to the County's MasterWorks system. We will designate a single point of contact to provide efficient communication and accountability throughout the project.

2.5 Construction Phase Services

Concept will attend a Pre-Construction Meeting, Review Shop Drawings, Review RFIs and provide clarification of construction plans as needed.

2.6 Additional Services

- Perform changes in drawings and specifications, if needed.



3. FEES SCHEDULE

See attached fees schedule. Detailed Level of Effort (LOE) is attached in Appendix E of this proposal.

Service Area	Fee Estimate
PRIME – CONCEPT ENGINEERS, INC.	\$ 487,141.00
ASSOCIATED TESTING LAB - GEOTECHNICAL	\$ 36,093.00
INFRASTRUCTURE ENGINEERING - SUE	\$ 35,656.00
ATLAS - ENVIRONMENTAL SERVICES	\$ 3,800.00
TNP – SURVEY	\$ 83,560.00
CONSTRUCTION PHASE SERVICES (T&M)	\$ 30,815.00
TOTAL PROJECT FEES	\$ 677,065.00



4. PROJECT SCHEDULE

The proposed project schedule for the Settemont Road Improvements has been developed to align with Fort Bend County's established milestone dates and to ensure a logical, efficient progression from data collection through final design. Concept will work closely with Tetra Tech to maintain schedule compliance, coordinate reviews, and ensure timely delivery of all submittals.

The schedule reflects the inherent complexities of the project, including multi-jurisdictional coordination with City of Missouri City and the City of Houston, detailed drainage and hydrologic analysis, and extensive utility identification and conflict resolution. The structured timeline supports iterative design development, internal quality control reviews, and County/Tetra Tech review cycles at each stage.

The project is anticipated to follow a four-phase timeline, beginning with a Notice to Proceed (NTP) in February 2026 and concluding with final sealed design documents in May 2027. Each milestone includes time for internal review, sub-consultant coordination, design refinement, and external agency communication. Concept will closely track progress against these milestones and proactively address any issues that may affect the schedule.

Milestone	Date
Notice to Proceed (NTP)	Feb 26, 2026
Preliminary Engineering Report (PER) Submittal	August 7, 2026
70% Design Submittal	December 1, 2026
95% Design Submittal	March 12, 2027
Final Sealed Plans	May 14, 2027

5.1 SCHEDULE METHODOLOGY

The schedule incorporates the following key considerations:

Survey and Geotechnical Coordination

Survey and geotechnical investigations are planned early to ensure that base mapping, subsurface data, and pavement recommendations are available during the alternatives development stage. This allows for accurate cross sections, ditch design, and storm sewer sizing.



Preliminary Engineering Report (PER) Timeline

Approximately five months are allocated for data collection, modeling, coordination, and alternatives analysis. This provides enough time to evaluate right-of-way impacts, drainage configurations, and utility conflicts, and to compile a comprehensive PER for County review.

Staged Final Design Delivery

The 70%, 95%, and Final submittals each include sufficient time for internal QA/QC, comment resolution, and coordination with Fort Bend County, Tetra Tech, and applicable jurisdictions. This ensures that the design evolves logically and efficiently, minimizing rework.

Coordination with Adjacent Jurisdictions

Because the northern limit lies within the City of Houston and the southern tie-in lies within Missouri City, the schedule includes dedicated time to obtain approvals or comments from both agencies as needed.

Bid Preparation and Support

Following the Final Design submittal, Concept will support the County through the bidding phase as required. While construction services are not included in this proposal, additional services may be added at the County's request.

Construction Phase Services

Concept will attend a Pre-Construction Meeting, Review Shop Drawings, Review RFIs and provide clarification of construction plans as needed.



5. ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions apply to the engineering services proposed by Concept. These clarifications ensure transparency regarding project responsibilities and help establish the basis on which the proposed scope and fee have been developed.

6.1 ASSUMPTIONS

Existing Information Availability

It is assumed that Fort Bend County will provide any existing record documents, as-built drawings, drainage reports, and available utility information for the project corridor at the beginning of the project. Additional information required from Missouri City or the City of Houston will be coordinated through the County and Tetra Tech as needed.

Program Manager Coordination

Tetra Tech, as the County's Program Manager, will be the primary representative for coordination, review, and communication. It is assumed that Tetra Tech will assist with coordination efforts involving the City of Houston and Missouri City including the facilitation of review meetings, permit-related communication, and interagency approvals. Concept will provide technical support during these coordination efforts, will upload documents to MasterWorks and will follow the communication protocols established by Tetra Tech.

Survey and Geotechnical Services

Surveying and geotechnical investigations will be performed by approved sub-consultants under the direct supervision of Concept. It is assumed that survey access will be granted in a timely manner, and right-of-entry assistance will be provided where required.

Utility Information and Access

Utility owners will provide record drawings and responses to coordination requests in a timely manner. No private property access restrictions beyond the County right-of-way are anticipated for utility exploration.

Environmental Coordination

Atlas Technical Consultants will provide environmental analysis, permitting, and documentation beyond basic coordination, as needed. Any new scope items and/or costs resulting from permitting requirements will be submitted to Fort Bend County staff for approval before moving forward.



Design Standards

The project will follow Fort Bend County design standards, the Drainage Criteria Manual, applicable City of Houston or Missouri City requirements for tie-in points, and TDLR design requirements for ADA facilities.

Review Timeframes

Adequate review periods will be provided by Fort Bend County and Tetra Tech for the PER, 70%, 95%, and Final submittals. The schedule assumes a standard 3-4 weeks review period for each submittal milestone.

Deliverables

Concept will provide digital PDF plan sets, CAD files, design reports, cost estimates, and project documentation. Hard copies will be provided if requested.

6.2 EXCLUSIONS

The following items are not included in the scope of this proposal but may be added as additional services if required by Fort Bend County:

Level A SUE (Subsurface Utility Engineering)

The scope includes utility coordination and Level C/D mapping based on survey and record information. Level A test holes or vacuum excavation for utility exposure are excluded.

Public Meetings or Community Engagement

No public meetings or open house events are included. If required by the County, these can be added to the scope as additional services.

Environmental Permitting and Studies

Environmental permitting, environmental studies, NEPA documentation, wetlands delineations, and biological or cultural resource assessments are excluded, except for incorporating environmental constraints provided by the County's environmental consultant.

Offsite Drainage Improvements

Design of drainage upgrades outside the Settemont Road project limits, beyond what is required to ensure proper tie-in, is excluded.

Utility Relocation Design Beyond Coordination

Design of utility relocations for private utility companies beyond conflict identification and coordination is excluded.



APPENDIX A

January 30, 2026
Proposal No: GP25-1208Rev

Mrs. Priya Sharma, ENV SP
President
Concept Engineers
2550 North Loop West, Suite 200
Houston, Texas 77092

Reference: Proposal for Geotechnical Investigation
Settemont Road (Buffalo Run to Fort Bend County Line) Reconstruction
Project
Fort Bend County Pct 2, Texas

Dear Mrs. Sharma

Associated Testing Laboratories, Inc. (ATL) is pleased to submit a proposal for the above-referenced project. The scope of the work entails a geotechnical investigation based on our understanding of the project scope provided by Concept Engineers.

PROJECT DESCRIPTION

Fort Bend County is undertaking improvements to Settemont Road from Buffalo Run to the Fort Bend County Line to enhance roadway capacity, safety, and drainage performance. The project consists of replacing the existing 20-foot-wide asphalt roadway with a new two-lane concrete roadway. Planned enhancements include the installation of a subsurface drainage system and the construction of a sidewalk along one side of the corridor.

The project corridor extends approximately 2,100 linear feet. For planning purposes, it is assumed that the proposed storm sewer system will not exceed a depth of 15 feet below existing grade. These improvements will support long-term roadway durability, improved stormwater conveyance, and enhanced mobility for pedestrians and motorists.

SCOPE OF WORK

Objective

The objective of the geotechnical investigation for the Settemont Road Reconstruction Project is to evaluate the subsurface soil and groundwater conditions across the project site to provide the necessary engineering parameters for design and construction.

The scope includes conducting soil borings, laboratory testing, and engineering analyses; the results will be used to develop recommendations for the design and construction of the project.

Field Exploration

Based on the required criteria provided by Concept Engineers, the following borings are proposed to investigate the preliminary subsurface soil and groundwater conditions:

Borings	Location	No of Borings	Depth (ft)	Total Depth (Linear feet)
B-1 thru B-5	Settemont Road from Buffalo Run to the Fort Bend County Line	5	20	100
				Total Depth = 100 LF

Proposed Boring Locations are drawn to the approximate locations to perform soil borings to evaluate the subsurface soils and groundwater conditions.

The field investigation will follow *Standard Practice for Soil Investigation and Sampling by Auger Borings* [ASTM D 1452]. ATL plans to drill the soil borings using a truck-mounted drill rig. The test bores will be drilled using dry auger methods until groundwater is encountered and observed or caving soils occur. When groundwater is encountered, the level will be allowed to stabilize for approximately 15 minutes and continue drilling to the termination depth.

The soil borings will be logged and sampled by an experienced geotechnical engineering technician. All boring soil samples will be obtained continuously to the termination depths. Undisturbed samples of cohesive soils will be obtained using 3-inch diameter seamless Shelby tubes pushed to 2-foot increments. The extruded samples will be wrapped in protective foil and transported to our laboratory. The field shear strengths of the clays will be measured in the field with a hand penetrometer or torvane.

Standard Penetration Tests (SPT) will be conducted in low-cohesion silts and sands, and driving resistance will be recorded during testing. The collected samples will be placed in sealed bags and transported to our laboratory for analysis.

The borings will be drilled dry, and the depth at which groundwater is encountered (if any) will be recorded. Depth to groundwater will be important for the design and construction of this project. Drilling will be suspended for 15 minutes to facilitate water level observation in the boring. After recording the water level, drilling will be resumed with wet rotary. The boreholes will be grouted with cement-bentonite slurry with a tremie pipe.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered to classify the soils' physical and index properties, moisture contents, unconfined compressive strength (UC), unconsolidated undrained compressive strength (UU), Atterberg limits, percent finer than No. 200 sieve and total unit weight tests.

All laboratory tests will be performed in accordance with appropriate ASTM standards. ATL will

keep the untested soil samples for at least 30 days after the final geotechnical report is accepted.

Engineering Analyses and Reporting

The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations will be made. The following geotechnical information and recommendations will be provided:

- Boring logs & boring log profiles with generalized soil stratigraphy and groundwater levels.
- Site preparation and grading
- Recommendations regarding bedding and backfill for utility construction.
- Allowable bearing capacity
- Loads on buried pipes, including dead and live loads (vehicle loads).
- Recommendations regarding paving, including thickness, sidewalk, subgrade preparation and stabilization, pavement construction
- Open cut construction recommendations for storm sewer installation
- Excavation and trench construction and safety requirements.
- Dewatering considerations and recommendations.
- Construction considerations

COST ESTIMATE

Based on the scope of geotechnical work outlined above, we estimate the cost of:

Geotechnical Investigation for Proposed	Estimated Fee
Settemont Road from Buffalo Run to the Fort Bend County Line	\$36,093.00

This estimate assumes that: (i) underground utilities at proposed boring locations will be cleared by Texas 811 Call Service and/or private property maintenance personnel; (ii) the sites will be accessible to our truck-mounted drill rig equipment; (iii) permission/permit to access the site(s) if needed, will be arranged by others at no cost to ATL. ATL is not responsible for any utility conflicts encountered.

Prior to commencing geotechnical drilling, ATL will coordinate with Texas 811 Call Service to obtain the necessary utility clearances. However, our firm shall not be held responsible and or liable for any utility conflicts encountered in the field.

This cost estimate does not include review or approval of reports by external agencies such as TxDOT, Harris County Flood Control District, or UPRR. This cost estimate does not include any recommendations for railroad crossings or HCFCD channels.

The scope of this proposal includes only roadway, sidewalks, and drainage works. Slope stability analysis, slope protection, retaining structures, and any associated geotechnical services are not included in this proposal and are excluded from the scope of work.

TIME SCHEDULES

We estimate that the fieldwork can be started immediately after authorization is received. The field staking and utility clearance will take approximately one week, the field investigation will require about one week (assuming no complications in site access, and weather permitting), and the regular laboratory testing will take approximately three to four weeks. The draft geotechnical report will be submitted approximately three to four weeks after laboratory testing is complete.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Thank you,
ASSOCIATED TESTING LABORATORIES, INC.



Anita Singh., P.E.
Principal Engineer

Enclosure:

Figure 1: Proposed Boring Location Plan
LOE ATL
Fee Proposal



Scale:
NOT TO SCALE

Project: Settemont Road - Fort Bend County



ATL Proposal No.: GP25-1208

Client: Concept Engineers

Boring Location Plan

Figure 1



APPENDIX B



15740 Park Row Drive, Suite 200
Houston, TX 77084
346.227.7972 | oneatlas.com

January 28, 2026

Priya Sharma, ENV SP
President
Concept Engineers, Inc. / CO Fort Bend County Mobility Bond Prime
2550 North Loop West, Suite 200
Houston, TX 77092

RE: Proposal for Phase I Request for Settemont Road Improvement
Project Due Diligence Services for Fort Bend County Precinct 2
Project located in Houston and connecting Missouri City, TX

Atlas Proposal No.: 25-09480/rev1

Dear Ms. Sharma:

Atlas Technical Consultants is pleased to submit this proposal in response to your request for Phase I Environmental Site Assessments (ESAs) of the below referenced property to Concept Engineers, Inc./CO Fort Bend County (“Client”). This proposal presents our understanding of the project and our proposed scope of services and fees. Atlas understands that the Client is requesting the subject due diligence services in connection with the subject property belonging to, and as described in the table provided below for the purpose of Fort Bend County, TX real estate improvements.

In addition to following ASTM Due Diligence Standards. Atlas’ will consult with appropriate staff on additional Environmental Reporting, regarding observed and or required permit needs, and coordination with specific agencies pursuant to Fort Bend County Engineering Design Manual program requirements. Upon determination of the need for permitting, any new scope items and/or cost will be communicated to Fort Bend County Staff and our Design Team Lead for approval before moving forward on the subject project. It is our understanding that Preliminary Wetlands Investigations and Project Notification to the Texas Historical Commission will be performed by Fort Bend County on a program-wide basis, so these efforts should not be needed on a project level for this event.

Background

Property Summary		
Property Name	Settemont Road	Additional Property Notes



Number of Tenant Spaces	None	
Acreage / Building Size	Approximately 2,100-ft	Settemont Road currently is approximately a 20-foot-wide asphalt road with open ditches on each side within approximately 60-ft of existing right-of-way (ROW).

Scope of Service & Fee Estimate

Atlas proposes to perform the following services:

Phase I Environmental Site Assessment (ESA)

Atlas will perform an ESA in general accordance with ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process. On December 15, 2022, the United States Environmental Protection Agency (EPA) published its final action to amend the Standards and Practices for All Appropriate Inquiries to reference a standard practice recently made available by ASTM International. Specifically, their final rule amends the All Appropriate Inquiries Rule (AAI rule) to reference ASTM International’s E1527–21 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process” and allow for its use to satisfy the requirements for conducting all appropriate inquiries under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This rule is effective on February 13, 2023 and therefore, during this interim time period until the rule is effective, Atlas will perform the ESA considering the E1527-21 standard. The purpose of the ESA is to identify recognized environmental conditions in connection with the Subject Property at the time of the site reconnaissance. The scope of the ESA will include an evaluation of the user’s responsibilities, physical setting, regulatory agency database information, historical uses, current operations, and interviews. The proposal attachments have a more detailed explanation of the ESA Scope of Work and any Additional Services elected by Client.

The ASTM E 1527-21 Standard Practice specifies that the User of the ESA report should conduct a review of land title and judicial records for the existence of environmental liens and Activity and Use Limitations (AULs) recorded between 1980 and the present and provide results to the Environmental Professional (Atlas). In lieu of the Client conducting this review, the Standard Practice allows for the User to arrange for Atlas to direct the search and review records for environmental liens and AULs. Per your request, Atlas will engage a search professional to acquire land title records for the environmental lien & AUL search. The Fee Estimate below includes a search for four parcels. If the acquisition of records for additional parcels or for other data beyond the fee and timing estimate of this proposal is appropriate to complete a search, Atlas will notify the Client of the estimated cost and timing.

The following non-scope considerations based on visual observations and online research will also be included: Asbestos-containing building materials, Lead-in-drinking-water, Radon, and Wetlands. The services are further described in the Attachments to this proposal.



- An *ASTM E2600-10: Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions* was developed to be used as a guide for use on a voluntary basis by parties who wish to conduct a Vapor Encroachment Screening (VES) on a parcel of real estate to determine if a Vapor Encroachment Condition (VEC) (the presence or likely presence of chemicals of concern vapors in the subsurface of the target property caused by the release of vapors from contaminated soil and/or groundwater either on or near the target property) is identified for the property. The guide may be used in conjunction with the Phase I ESA practice E1527, but is not a requirement of and does constitute, expand, or in any way define “all appropriate inquiry”. As an option, ATLAS offers the Tier 1 VES in conjunction with the Phase I ESA and has included the fee in the total cost.

Zoning Analysis Report (ZAR)

Atlas will research the current municipal zoning laws for requirements or restrictions of: existing use, height setbacks, occupancy density, parking, rebuilding thresholds and for existing zoning violations. For properties defined by the municipality as “nonconforming” we will inquire if renovations or improvements can be made and restrictions on reconstruction after a fire or other disaster.

Our Zoning Report scope of work includes:

- Determination of the specific zoning designation, as established by the current municipal code;
- Determination of allowable uses under the zoning designation established by the zoning ordinance and whether the present use of the subject property conforms;
- Determine the minimum parking requirement and compare to actual parking count;
- Determine the density restrictions of the property;
- Determine the minimum yard or setback requirements;
- Determine building height restrictions and attempt to determine the asset’s compliance;
- Determine implications of any nonconformities;

Fees

Our proposal is based on the assumptions and conditions provided at the time of the proposal. If these assumptions are not valid, there may be additional charges. The table below summarizes the scope of services and lump sum fees (by task) for the project.

ENVIRONMENTAL TASKS	Refer to Attachment:	Fee
Phase I ESA	Phase I ESA Scope of Services	Included
Visual Observation of Suspect Asbestos-Containing Material (ACM)	Supplemental Environmental Services	Included
Radon Document Review	Supplemental Environmental Services	Included
Visual Observation of Suspect Lead-Based Paint (LBP)	Supplemental Environmental Services	Included
Mold Screening	Supplemental Environmental Services	Included



ENVIRONMENTAL TASKS	Refer to Attachment:	Fee
Lead in Drinking Water Data Review	Supplemental Environmental Services	Included
Tier 1 Vapor Encroachment Screening	Supplemental Environmental Services	Included
Wetlands Document Review of the National Wetlands Inventory Map	Supplemental Environmental Services	Included
Flood Plain Document Review	Supplemental Environmental Services	Included
Environmental Lien Search	Phase I ESA Scope of Services	\$150
PHYSICAL TASKS	Refer to Attachment:	Fee
(1) Phase I ESA	Phase I Scope of Services	\$3,650
Zoning Analysis Report (ZAR)	Scope of Services	Not Included
Total Lump Sum Fee		\$3,800

Atlas's proposed fees, costs, and reimbursable expenses, if any, assume:

- We are awarded at the same time all components of the proposed work for evaluation.
- We will make one subject property site visit on normal business days (not multiple or disjointed visits).
- If local agencies, such as environmental, planning, building, or fire code departments require an excessive fee to provide requested documentation, that cost may be passed on to the Client.

Atlas will not exceed the proposed fees for the scope of work without written authorization from the Client. Should the Client require additional work, such as consultation beyond the number of hours estimated to complete this project, extensive report revisions, additional copies of the reports, consultation with attorneys, etc., the unit rates listed on Atlas's standard fee schedule will apply.

Project Deliverables and Schedule

Following written authorization to proceed, Atlas intends to conduct the services outlined above and report findings as described below.

Atlas will begin scheduling the field work for this project following receipt of your written authorization to proceed and after finalized access arrangements are provided. Atlas will coordinate the site visits with you and/or designated site contacts. Please note that any delays or restrictions in access to the property may result in a delay in delivery of the reports. Atlas anticipates that up to 6 hours will be required for us to complete our visit at the property.

Task	Deliverable	Schedule
Site visit	Site entry Confirmed	Within 5 business days of written authorization
Site visit summary	Electronic copy via email	Within 5 business days of site visit being conducted
Draft reports	Electronic copy via email	Within 12 -15 business days of site access / visit
Final reports	Electronic copy via email	Within 48 hours of receipt of Client comments (if no edits are requested)

Client Responsibilities



The proposed fee estimates and schedule in this proposal are based on the Client providing timely access to the following:

- Site and all buildings and structures, including major / significant interior spaces.
- Common areas of the building(s), access to lifts/ladders and access to the roof(s).
- Accurate information regarding the site location.
- ALTA/ACSM land title survey (if available).
- Available site plans and construction records, previous engineering and environmental studies, property condition assessment reports, building inspection reports, property maintenance and capital expenses, projected expenses, and related information pertaining to the site.
- Completion of the attached Client/User Questionnaire (for purposes of the ESA).

Third Party Reliance

If the report or a letter of reliance is to be addressed to a third party other than the Client that party must be identified by the Client prior to report issuance and accept the terms and limitations in the report and/or Letter of Reliance, unless an alternative written agreement is executed between Atlas and the third party.

Authorization

If this proposal is acceptable, please sign and return the attached Client Services Agreement. Atlas will execute the agreement and return one copy for your files.

Thank you for the opportunity to propose this project. If you have any questions or require further information, please email, or call the undersigned.

Sincerely,

Atlas Technical

A handwritten signature in black ink, appearing to read "Cornelius L. Crockett". The signature is fluid and cursive, written over a white background.

Cornelius L. Crockett
Business Development Manager
Direct Line 346-227-7972 Cell 281-610-4533
Email: Cornelius.crockett@oneatlas.com

Attachments: Phase I Scope of Services
ESA User Questionnaire
Client Services Agreement



PHASE I ESA SCOPE OF SERVICES

The proposed Phase I ESA will be conducted in general accordance with the ASTM Standard Practice E 1527-21, consistent with a level of care and skill ordinarily practiced by the environmental consulting profession currently providing similar services under similar circumstances. The purpose of the ESA will be to identify recognized environmental conditions in connection with the property at the time of the property reconnaissance. The scope of ESA will include an evaluation of the following:

- Physical setting characteristics of the property through a review of referenced sources such as topographic maps and geologic, soils and hydrologic reports.
- Usage of the property, adjoining properties and surrounding area through a review of reasonably ascertainable historical sources such as land title records, fire insurance maps, city directories, aerial photographs, prior reports and interviews.
- Observations and interviews regarding current property usage and conditions including: the use, treatment, storage, disposal or generation of hazardous substances, petroleum products, hazardous wastes, non-hazardous solid wastes and wastewater.
- Observations and interviews regarding usage of adjoining and surrounding area properties and the likely impact of known or suspected releases of hazardous substances or petroleum products from those properties on the property.
- Information in ASTM-specified environmental agency databases and local environmental records, within the ASTM-specified approximate minimum search distance from the property.
- Preparation of a written report that includes findings, opinions, conclusions and supporting documentation.

Client has directed the following significant additions, deletions or deviations to ASTM Standard Practice E 1527-21 for the proposed ESA. Client acceptance of this proposal confirms its awareness that such changes may result in a data gap being identified in the report and may impact their ability to use the report to help qualify for *Landowner Liability Protections* under CERCLA. Unless otherwise indicated below, Client will provide Atlas with the results of Client's review of reasonably ascertainable land title and judicial records for Environmental Liens or Activity and Use Limitations (AULs) per E 1527-21, Section 6.2.

CLIENT DIRECTED ADDITIONS, DELETIONS OR DEVIATIONS TO ASTM STANDARD PRACTICE E 1527-13 (ONLY CHECKED ITEMS APPLY)	
<input type="checkbox"/>	Atlas will review reasonably ascertainable land title records for Environmental Liens or AULs PROVIDED BY THE CLIENT
<input checked="" type="checkbox"/>	Atlas will provide a search for Environmental Liens or AULs
<input type="checkbox"/>	No review of land title or judicial records for Environmental Liens or AULs will be conducted
<input type="checkbox"/>	Include Client or other scope of work guidance document entitled:

The scope of the proposed ESA will include consideration of the following environmental issues or conditions that are beyond the scope of ASTM Standard Practice E 1527-21 when specifically referenced in the proposal:

- Visual Observation of Suspect ACM, consisting of providing an opinion on the condition of suspect ACM on the property based upon visual observation during the site reconnaissance without collection of any bulk samples.
- Lead in Drinking Water Data Review, consisting of contacting the water supplier for information regarding whether or not the potable water provided to the property meets or exceeds drinking water standards for lead, without the collection of any samples.
- Radon Document Review, consisting of the review of published radon data with regard to the potential for elevated levels of radon gas in the surrounding area of the property, without the collection of any samples.
- Wetlands Document Review, consisting of a review of a current National Wetlands Inventory map of the surrounding area to note if the property is identified as having a wetland. Field identification or delineation of wetlands will not be conducted.
- Regulatory Agency File Review, consisting of requesting, obtaining, reviewing and summarizing documents related to environmental activities at the property conducted under the authority of a State of Ohio environmental regulatory agency. If, during the course of performing the Phase I ESA, the environmental professional determines that a regulatory agency file review may be required to complete Phase I ESA, the client will be notified in writing and a request for additional services and fees will be made.



APPENDIX C



December 18th, 2025

Priya Sharma, ENV SP
2550 North Loop West, Suite 200
Houston, TX 77092

Re: Proposal for Subsurface Utility Engineering (SUE) Services for Fort Bend County Project - 23225x
Settemont Road

Dear Ms. Sharma,

Infrastructure Engineering Inc. (IEI) appreciates this opportunity to submit a scope and fee proposal to provide subsurface utility engineering services to Concept Engineers for the project referenced above.

PROJECT UNDERSTANDING

Concept Engineers is leading the engineering for improvements to Settemont Road located at the boundary of Houston and Missouri City within Fort Bend County Precinct 2. The project extends approximately 2,100 linear feet from Buffalo Run to the Fort Bend County line and will upgrade the existing roadway to a two-lane concrete section with a drainage system to be determined during design, consisting of either roadside ditches or storm sewer.

Settemont Road currently consists of an approximately 20-foot-wide asphalt roadway with open roadside ditches within approximately 60 feet of existing right-of-way. The roadway is bordered by commercial properties on the east side and Buffalo Run Park on the west side, which includes detention ponds. The project will require coordination with the City of Houston at the northern limits and the City of Missouri City at the southern limits. A 5-foot-wide sidewalk is anticipated along one side of the roadway for the full project length.

SCOPE OF SERVICES

Infrastructure Engineering, Inc. will provide Subsurface Utility Engineering services to support preliminary engineering and identify existing utilities and potential conflicts within the project limits. We understand the scope of work to consist of providing Quality Levels D & C SUE with Quality Levels B & A as Optional/Additional Services per ASCE Standard 38-22 This includes:

SUE Quality Level D involves preliminary site visits, research to determine utility owners, contacting the utility companies to request the existing utility records, and drawing the information obtained into a utility base map.

SUE Quality Level C involves correlating the Quality Level D information obtained from existing utility record investigation with the visible surface features obtained from a topographic survey performed by others. Limitations of a C&D investigation include utilities that have been sold or abandoned with no record or surface features.

Utility Conflict Table & Utility Contact List will be developed per Fort Bend County Engineering Department standards.



Optional Additional Services – SUE Quality Level A Test holes will be excavated via non-destructive vacuum excavation. In order to perform the field work, the following will also be completed: contact Texas One Call agency to notify of digging intent and perform on-site field inspection and designate the desired utility to determine exact location. Air-vacuum excavation will be utilized to determine orientation, size, depth, material and condition of the intended utility. The test holes will then be surveyed and tied into the survey completed by others for the project. Signed and sealed Test Hole Data Sheets will be produced for the excavated locations, depicting top, side and plan views, and detailing survey information as well as size, material and depth of utilities found.

DELIVERABLES

IEI will deliver the following electronically:

- Digital CADD file in Auto CAD or MicroStation format in 1:1 model space suitable for 1-inch = 20-foot drawings with call outs showing the SUE Quality Levels D & C differentiated by symbology according to Fort Bend County standards.
- Utility Conflict Table and Contact List
- Optional Additional Services - Signed and sealed Quality Level A Test Hole Data Sheets for excavated locations. Assumed 2 locations for cost proposal. Additional test holes can be completed at the rates shown on the fee estimate table.

CLIENT RESPONSIBILITIES

The following items are not included in our fee proposal and are assumed to be furnished by the Client:

- Provide topographic survey CAD files for the site and temporary benchmark locations.
- Topographic and boundary survey.
- Roadway CAD files showing proposed improvement locations for coordination with utility companies.
- Roadway CADD file with baseline alignment and stationing

EXCLUSIONS

Items excluded from the IEI Scope of Services:

- Topographic surveying and establishing benchmarks.

SCHEDULE

The proposed design schedule is approximately twelve (12) months for design. IEI will provide SUE services within that time frame.

FEES

IEI estimates an overall engineering fee not to exceed:

SUE Quality Levels D & C Services	\$ 27,656
SUE Quality Level A Service (2 test holes @ \$4000 each)	\$ 8,000
TOTAL FEE	\$35,656



Thank you again for this opportunity. If you have any questions or require additional information, please feel free to contact me at any time.

Regards,

Corbin Doss, P.E.
Houston Office Team Leader



APPENDIX D

PROJECT NAME:

Settemont Road – Fort Bend County, Texas

SCOPE:

SURVEYOR will provide all office and field work necessary to perform a Topographic Design and Right-of-Way Survey for a portion of Settemont Road situated between Sam Houston Tollway and Buffalo Run, consisting of approximately 3,100 LF. (Buffalo Run 600 LF & Sam Houston Tollway Frontage Road 400 LF)

The Topographic Design Survey will identify topography (one-foot contours), visible features and above ground improvements including buildings, pavement, curbs, fences, sidewalks, visible utilities, drainage structures, and other pertinent features observed within the project area. SURVEYOR anticipates that approximately twenty-five (25) primary control points will be established for the project.

The Right-of-Way Survey will include research and preparation of a deed sketch for the project areas. Field surveys will be conducted to locate the right-of-way and property corners necessary for a Registered Professional Land Surveyor (RPLS) to determine existing rights-of-way, property lines and easements within the project areas. Proposed right-of-way corners will be marked on the ground by 5/8-inch iron rods with plastic caps stamped "TNP".

SURVEYOR will research available public records to determine ownership and contact information for coordination of access regarding the performance of all surveying services. Certified letters will be prepared for stakeholder approval prior to distribution to landowners within the project area. SURVEYOR will track responses, prepare weekly status updates and coordinate with Engineer regarding non-responsive landowners.

All survey information provided by SURVEYOR will be referenced to Grid North of the Texas Coordinate System of 1983 {South Central Zone No. 4204; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum or local datum as directed by Engineer. Orthometric heights will be calculated by applying the Geoid 18 model to ellipsoid heights.

SURVEYOR shall perform surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

DELIVERABLES:

Topographic Design Survey - Annotated base map prepared in Autodesk Civil 3d format with associated line work, point files, notes, and cross-sectional data as necessary to represent existing conditions.

Right-of-way Map Sheets.

Survey Control Sheets - signed and sealed by a Texas Registered Professional Land Surveyor.

SURVEY SCHEDULE:

Topographic Design Survey - 20 business days from NTP
Right-of-Way Survey – 10 business day from NTP

ADDITIONAL SERVICES:

Parcel Exhibits – Up to three (3) documents consisting of Exhibit A (metes and bounds description) and Exhibit B (Right-of-Way sketch) documents signed and sealed by a Texas Registered Professional Land Surveyor.
Re-staking Right-of-Way – 1 time
Re-establishing Control Points – 1 time

SURVEY SCHEDULE:

Right-of-Way Staking - 5 business days from NTP
Re-establishing Control Points - 5 business days from NTP
Parcel Exhibits - 10 business days from NTP

NOTE: The above schedule is based on receiving NTP for the Topographic Design Survey and Right-of-Way Survey at the same time so surveying services can be completed concurrently. Right-of-Way staking, Re-establishing Control and Parcel Exhibits will be completed individually upon receipt of final alignment.

SURVEY FEES:

Total = \$60,240.00

Topographic Design Survey = \$41,360.00

Right-of-Way Survey = \$14,700.00

Set Control & Monumentation = \$4,180.00

ADDITIONAL SERVICES:

Total = \$23,320.00

Right-of-Way Parcel Exhibits (small) for 1 Parcel. \$4,380.00 (unit cost) x 1 = \$4,380.00

Right-of-Way Parcel Exhibits (medium) for 1 Parcel. \$5,100.00 (unit cost) x 1 = \$5,100.00

Right-of-Way Parcel Exhibits (large) for 1 Parcel. \$6,360.00 (unit cost) x 1 = \$6,360.00

Right-of-Way Re-Staking = \$3,740.00

Re-establishing Control Points = \$3,740.00



APPENDIX E



Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	SENIOR DESIGNER	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
1. Preliminary Design (LS)								\$ 151,696.00		
Establish a Typical Cross Section	1	4	8	16	16	2	47	\$ 9,610.00		#DIV/0!
Determine ROW Acquisition Needs	1	3	7	11	8	2	32	\$ 6,730.00		#DIV/0!
Determine Potential Conflicts with existing facilities & utilities	2	4	10	14	12	2	44	\$ 9,430.00		#DIV/0!
Identify Critical Path Items	1	2	5	7	6	2	23	\$ 4,795.00		#DIV/0!
Identify Problem Areas and Potential Resolutions	2	6	12	18	14		52	\$ 11,550.00		#DIV/0!
Kick-off Meeting	4	4	4	4	4		20	\$ 5,340.00		
Site Visit	8	8	8	8			32	\$ 9,360.00		#DIV/0!
Prepare a Construction Cost Estimate		2	6	40	4		52	\$ 10,590.00		#DIV/0!
Prepare 30% Plans	4	8	8	16	16	4	56	\$ 12,320.00		#DIV/0!
Utility Coordination		4	10	40	16	4	74	\$ 14,540.00		#DIV/0!
Project Management & Meetings (3 Months Typical)	6	8	12	40	8		74	\$ 17,100.00		#DIV/0!
Preliminary Phase Expenses							0	\$ 1,000.00		
Coordination with Missouri City and City of Houston	6	40	16	16		4	82	\$ 23,420.00		
Sub-Consultant Management Fees							0	\$ 15,911.00		
								\$ -		
2. Final Design (LS)								\$ 322,945.00		
Cover Sheet & Index	0	1	2	3	3	0	9	\$ 1,905.00	1	9.00
General Notes	0	2	4	8	16	1	31	\$ 5,930.00	2	15.50
Quantities (Summary Sheets - Optional)	0	4	8	8	24	1	45	\$ 8,900.00		#DIV/0!
Typical Sections (70%-Final)	1	8	6	12	24	2	53	\$ 11,050.00		#DIV/0!
Project Layout	1	8	10	16	16	1	52	\$ 11,390.00	1	52.00
Drainage Area Maps	1	8	16	20	60	1	106	\$ 20,870.00		#DIV/0!
Drainage Calculations	1	8	20	60	0	3	92	\$ 19,890.00		#DIV/0!
Plan and Profile Sheets (Roadway)	1	4	8	24	40		77	\$ 14,970.00	5	15.40
Plan and Profile Sheets (Drainage)	1	4	8	24	40		77	\$ 14,970.00	5	15.40
Plan and Profile Sheets (Public Utilities)	1	4	8	24	40		77	\$ 14,970.00	5	15.40
Intersection Layouts or Cross Street Details	1	4	6	16	32	2	61	\$ 11,770.00	1	61.00
TCP Advance Warning Signs	0	2	4	4	8	1	19	\$ 3,830.00	2	9.50
TCP Overview & Narrative	1	4	5	8	8	1	27	\$ 5,930.00	2	13.50
Detour Plans (with County Approval only)	0	2	4	8	12	0	26	\$ 5,190.00		#DIV/0!
Traffic Control Plan	1	8	8	40	40	1	98	\$ 19,550.00		#DIV/0!
SWPPP Sheets	1	4	8	10	40	2	65	\$ 12,400.00	5	13.00
Design Calculations	1	8	10	16	16	2	53	\$ 11,470.00		#DIV/0!
Signing & Pavement Markings	1	4	4	16	40	2	67	\$ 12,610.00	5	13.40
Detail Sheets	1	8	8	24	32	1	74	\$ 15,110.00		#DIV/0!
Standard Details	1	4	8	16	32	1	62	\$ 12,170.00		#DIV/0!
Technical Specifications	1	4	8	20	4	2	39	\$ 8,410.00		#DIV/0!
Bid Form	0	1	2	4	3	0	10	\$ 2,100.00		#DIV/0!
Construction Cost Estimate	1	4	8	40	8	1	62	\$ 12,890.00		#DIV/0!
Utility & Agency Approvals & Signatures	1	0	8	20	8	1	38	\$ 7,610.00		#DIV/0!
Cross Sections with earthwork calculations	1	8	8	16	40	2	75	\$ 14,950.00		#DIV/0!
Responses to Comments	2	8	8	24	8	1	51	\$ 11,540.00		#DIV/0!
Project Management & Meetings (3 Months Typical)	8	30	24	32	20	10	124	\$ 29,570.00		#DIV/0!
Final Design Phase Expenses								\$ 1,000.00		
3. Bid & Construction Phase Services (T&M)								\$ 30,815.00		
Project Manual & Plans (PDF Format on Compact Disc * 28)	0	1	1	1	0	0	3	\$ 780.00		#DIV/0!
Attend Pre-Construction Meeting	0	4	8	8	0	0	20	\$ 4,860.00		#DIV/0!
Answer Bidder Questions & Addendum	0	2	2	2	0	1	7	\$ 1,640.00		#DIV/0!
Assist in Contractor Award Recommendation	0	2	4	8	0	0	14	\$ 3,210.00		
Prepare Meeting Minutes and reports	0	0	2	8	0	0	10	\$ 2,040.00		#DIV/0!
Review Contractor Submittals	0	0	4	8	0	1	13	\$ 2,600.00		#DIV/0!
Answering Requests for Information	0	2	4	4	0	0	10	\$ 2,430.00		#DIV/0!
Substantial Completion Walkthrough	0	1	4	4	0	0	9	\$ 2,085.00		#DIV/0!
Prepare Record Drawings	0	6	12	20	8	0	46	\$ 10,170.00		#DIV/0!
Bid & Construction Phase Expenses								\$ 1,000.00		
4. Additional Services								\$ 12,500.00		
Changes in Drawings								\$ 12,500.00		



Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	SENIOR DESIGNER	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
MANHOUR SUBTOTAL	64	265	368	806	726	61	2,290		34	
	3%	12%	16%	35%	32%	3%				
LABOR RATE PER HOUR	\$390.00	\$345.00	\$240.00	\$195.00	\$165.00	\$80.00				
SUBTOTAL LABOR	\$24,960.00	\$91,425.00	\$88,320.00	\$157,170.00	\$119,790.00	\$4,880.00				
TOTAL								\$ 517,956.00		



Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet

TASK DESCRIPTION	DEPARTME NT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	GIS SPECIALIST	CADD TECHNICIA N	SENIOR ENVIRONMEN TAL PLANNER	ENVIRONMEN TAL PLANNER	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
1. Preliminary Design (LS)										\$ 3,215.00		
Environmental Site Assessment	4		25		2			2		\$ 3,215.00		
2. Final Design (LS)										\$ -		
Cover Sheet & Index									0	\$ -		#DIV/0!
General Notes									0	\$ -		#DIV/0!
3. Bid & Construction Phase Services (T&M)										\$ -		
Project Manual & Plans (PDF Format on Compact Disc * 28)									0	\$ -		#DIV/0!
Attend Pre-Bid Meeting									0	\$ -		#DIV/0!
4. Additional Services										\$ 585.00		
EDR Package Order				1					1	\$ 485.00		#DIV/0!
Vehicle Mobilization							1		1	\$ 100.00		#DIV/0!
									0	\$ -		#DIV/0!
										\$ -		
MANHOUR SUBTOTAL	4	0	25	1	2	0	1	2	2		0	
	200%	0%	1250%	50%	100%	0%	50%	100%				
LABOR RATE PER HOUR	\$135.00	\$1.00	\$95.00	\$485.00	\$85.00	\$1.00	\$100.00	\$65.00				
	<i>SUBTOTAL LABOR</i>	\$540.00	\$0.00	\$2,375.00	\$485.00	\$170.00	\$0.00	\$100.00	\$130.00			
	<i>TOTAL</i>									\$ 3,800.00		



Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	SENIOR DESIGNER	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
1. SUE Quality Levels D and C									\$	\$27,656.00	
Site Visit and Records Research		4	8	16	16		2	46	\$	\$8,028.00	#DIV/0!
Create CADD Utility Base Map		4	8	16	20	20	4	72	\$	\$12,284.00	#DIV/0!
Utility Conflict Table & Utility Contact List		4	4	8	16	8	4	44	\$	\$7,344.00	#DIV/0!
								0	\$	-	#DIV/0!
									\$	-	#DIV/0!
									\$	-	#DIV/0!
									\$	-	#DIV/0!
2. Optional : SUE Quality Level A Services									\$	\$8,000.00	
Non-Destructive Test Holes (including mobilization and traffic control costs)			Rate	Unit	Estimated				\$	-	#DIV/0!
0.00-4.99 FT			\$3,650.00	Each					\$	-	#DIV/0!
5.00-7.99 FT			\$4,000.00	Each	2				\$	\$8,000.00	#DIV/0!
8.00-12.99 FT			\$4,300.00	Each					\$	-	#DIV/0!
MANHOUR SUBTOTAL	0	12	20	40	54	28	10	162			0
	0%	7%	12%	25%	33%	17%	6%				
LABOR RATE PER HOUR	\$375.00	\$245.00	\$239.00	\$173.00	\$131.00	\$173.00	\$136.00				
SUBTOTAL LABOR	\$0.00	\$2,940.00	\$4,780.00	\$6,920.00	\$7,074.00	\$4,844.00	\$1,360.00				
TOTAL									\$	\$35,656.00	



Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet

TASK DESCRIPTION	SURVEY MANAGER	RPLS	SENIOR CADD TECHNICIAN	SURVEY CREW 2-PERSON	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
1. Preliminary Design (LS)						\$ 60,240.00		
Topographic Survey	6	10	132	70	218	\$ 41,360.00		#DIV/0!
Control & Monumentation - Prepare Survey Control Map	2	4	8	5	19	\$ 4,180.00		#DIV/0!
Existing ROW Determination	2	20	32	15	69	\$ 14,700.00		#DIV/0!
						\$ -		
2. Final Design (LS)						\$ -		
Cover Sheet & Index					0	\$ -		#DIV/0!
General Notes					0	\$ -		#DIV/0!
						\$ -		
3. Bid & Construction Phase Services (T&M)						\$ -		
Project Manual & Plans (PDF Format on Compact Disc * 28)					0	\$ -		#DIV/0!
Attend Pre-Bid Meeting					0	\$ -		#DIV/0!
						\$ -		
4. Additional Services						\$ 23,320.00		
Right-of-way Parcel Exhibits (\$ per parcel) - small parcels (size limits)	1	2	8	10	21	\$ 4,380.00		#DIV/0!
Right-of-way Parcel Exhibits (\$ per parcel) - medium parcels (size limits)	1	3	8	12	24	\$ 5,100.00		#DIV/0!
Right-of-way Parcel Exhibits (\$ per parcel) - large parcels (size limits)	1	4	10	15	30	\$ 6,360.00		#DIV/0!
Overall Parcel Map					0	\$ -		#DIV/0!
Re-establishing Control Points	1	2	4	10	17	\$ 3,740.00		#DIV/0!
Re-staking the ROW	1	2	4	10	17	\$ 3,740.00		#DIV/0!
					0	\$ -		#DIV/0!
						\$ -		
MANHOUR SUBTOTAL	15	47	206	147	415		0	
	4%	11%	50%	35%				
LABOR RATE PER HOUR	\$340.00	\$280.00	\$160.00	\$220.00				
SUBTOTAL LABOR	\$5,100.00	\$13,160.00	\$32,960.00	\$32,340.00		\$ 83,560.00		
TOTAL						\$ 83,560.00		