STATE OF TEXAS § 20-ENG-100632-A4
§
COUNTY OF FORT BEND §

CONSENT TO ASSIGNMENT AND FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(FM 521 Expansion – Project No. 17111)

THIS CONSENT TO ASSIGNMENT AND FOURTH AMENDMENT ("Fourth Amendment") is entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the state of Texas, and DCCM INFRASTRUCTURE, INC. ("Engineer"), a company authorized to conduct business in the State of Texas. County and Engineer are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Agreement for Professional Engineering Services on February 25, 2020 (the "Agreement") for FM 521 Expansion under Project No. 17111 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was amended on September 6, 2022 ("First Amendment"), August 22, 2023 ("Second Amendment"), August 13, 2024 ("Third Amendment"), and

WHEREAS, on or about August 6, 2021, DCCM Infrastructure, Inc. acquired Binkley & Barfield, Inc.; and

WHEREAS, County, by execution of this Fourth Amendment, is willing to consent to an assignment of the Agreement, as amended, to DCCM Infrastructure, Inc. subject to the terms, conditions and amendments provided herein; and

WHEREAS, by execution of this Fourth Amendment, the Parties desire to amend the Agreement with respect to one or more matters, which may include extending the time for performance, providing for additional services by Engineer, or increasing the total Maximum Compensation, and further desire to ratify and confirm all the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.

2. **Consent to Assignment.** County hereby consents to and approves of the assignment to DCCM Infrastructure, Inc. of all rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and as provided in Section 3 below. Subject to the

amendments in provided in Section 3 below, DCCM Infrastructure hereby accepts such assignment of the Agreement, as amended, and expressly assumes all of Binkley & Barfield, Inc.'s rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and agrees to perform the same.

3. **Amendments to the Agreement.**

   a. The first (1st) paragraph of the Agreement beginning with "This Agreement is made and entered into by and between…" shall be deleted in its entirety and substituted with the following language:

      "This Agreement is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and DCCM Infrastructure, Inc. ("Engineer"), a company authorized to conduct business in the State of Texas. County and Engineer are hereinafter collectively referred to as the "Parties" and each individually a "Party."

   b. The term "Engineer" in the Agreement, as amended, shall be amended to mean DCCM Infrastructure, Inc. as of the effective date of February 25, 2020. The term "Engineer" shall no longer mean Binkley & Barfield, Inc.

4. **Time for Performance:** The Time for Performance for the Services provided by Engineer under the Agreement is hereby December 31, 2030 Engineer shall complete the Services within the applicable time period or within such additional time as may be extended in writing by County.

5. **Scope of Services**. The Scope of Services under the Agreement is hereby amended to include the additional services provided in "**Exhibit A"**, attached hereto and incorporated herein by reference. Engineer shall perform all additional services set forth in the attached exhibit in accordance with the standards, requirements, and conditions of the Agreement. Except as expressly modified by this Amendment, all terms and obligations relating to the Scope of Services under the Agreement shall remain in full force and effect..

6. **Maximum Compensation.** The Parties hereby amend the Agreement to increase the Maximum Compensation, if applicable, to account for any extension of time for performance and/or additional services authorized under this Amendment. County shall pay Engineer an additional Six Hundred Four Thousand Five Hundred Ninety-Four and 31/100 Dollars ($604,594.31). The Maximum Compensation payable to Engineer under the Agreement, as amended, is hereby increased-to an amount not to exceed Seven Million One Hundred Sixty-Six Thousand Seventy-Three and 62/100 Dollars. ($7,166,073.62) authorized as follows:

$5,452.250.00	under the Agreement
$499,094.90	under the First Amendment
$121,121.61	under the Second Amendment
$489,012.80	under the Third Amendment
$604,594.31	under the Fourth Amendment

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 Seven Million One Hundred Sixty-Six Thousand Seventy-Three and 62/100 Dollars. ($7,166,073.62) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed Seven Million One Hundred Sixty-Six Thousand Seventy-Three and 62/100 Dollars. ($7,166,073.62).

7. **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, 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.

8. **Human Trafficking.** BY ACCEPTANCE OF THIS FOURTH AMENDMENT, 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.

9. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Fourth Amendment shall prevail with regard to the conflict.

10. **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 Fourth Amendment 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}

FORT BEND COUNTY, TEXAS

_____
County Judge

_____
Printed Name

_____
Date

ATTEST:

_____
Laura Richard, County Clerk

APPROVED:

_____
J. Stacy Slawinski, P.E., County Engineer

DCCM INFRASTRUCTURE, INC.

_____
Authorized Agent – Signature

Kevin Mineo, P.E.
Authorized Agent- Printed Name

Vice President - Transportation
Title

8/17/2026
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

_____
Robert E. Sturdivant, County Auditor

I:\AGREEMENTS\2026 Agreements\Engineering\Binkley & Barfield Inc (20-Eng-100632-A4)\2026-8-4 Consent to Assignment and 4th Amendment - DCCM.docx rb 8.7.2026

EXHIBIT A

(Follows Behind)

July 15, 2026 Via: E-Mail

Mr. Stacy Slawinski, PE
Fort Bend County Engineer
Fort Bend County Engineering Department
301 Jackson Street
Richmond, Texas 77469

Re: Proposal for Additional Professional Services
FM 521
Fort Bend County
Project No. 17111

Dear Mr. Stacy Slawinski, PE:

DCCM Infrastructure Inc. is pleased to submit this proposal for the additional services for the FM 521 reconstruction project. The fee is based on the out-of-scope changes required by TxDOT along with extended design schedule.

SCOPE OF SERVICES SUMMARY

ROADWAY:
There are several developments that require updates.

1. Plan Sheet revisions
    a. Rose Garden Ranch Development
        i. The developer and TxDOT agreed that they would construct Right Turn lanes if the developer donated the ROW.
        ii. Coordination and preliminary design to verify feasibility as well as additional ROW required.
        iii. Revise design sheets to incorporate new changes

    b. Reverie Ranch Development
        i. TxDOT requested that we provide a left turn lane into the development. Alignment adjustment is required for the SB lanes to increase the median to add a left turn lane for Reverie Ranch as well as Coen Rd.

    c. CR 56
        i. The Parcel owner was not willing to sell and has gone to ED. The intersection has been revised so the parcel would not be needed for this project, and it can be included in a future TxDOT or Brazoria County project
    d. Other Items
        i. *TxDOT General Notes*: Need to be reviewed, addressed, and incorporated into the plan sheets
        ii. *TxDOT Standard Details*: All details need to be checked and revised as needed. Design needs to be checked based on any new standards
        iii. *TxDOT Bid Items*: TxDOT has updated their bid items since the last submittal. Requires updating numbers and checking for any new items required.
        iv. *TxDOT Checklists*: TxDOT has implemented new Standard Operating Procedures (SPO) for Estimates, Submittals, QA/QC and Safety.

2. TxDOT requires that the files are in the current version of OpenRoads Designer (ORD), as the version that the design is currently has stopped being supported for a few years.

3. White Paper
    a. Evaluate Changing Raised Medians to Flush Medians
    b. Exhibits – TxDOT requested multiple exhibits showing Flush Medians and modified Raised medians
    c. Revisions to plan sheets
        i. Typical Sections
        ii. Plan and Profile Sheets
    d. Project Management
        i. Coordination of White Paper
        ii. Coordination with TxDOT and Fort Bend County

4. Project Management
    a. Coordination efforts that took place with TxDOT and the county on the ROW acquisition and Utility adjustments
    b. Exhibits prepared for SAL and TxDOT for alternatives to acquire parcels without condemnation.
    c. Coordination efforts with the developers and TxDOT agreements to obtain the necessary parcels and easements for the project.
    d. Additional 95% Submittal to TxDOT.
    e. Continued coordination with TxDOT and Fort Bend County with the letting on 08/2027.

5. Utility Coordination
    a. Increased time to coordinate with Utilities
    b. Additional permits to review

DRAINAGE:

1. Project Management
    a. Coordination with TxDOT and developers
2. Drainage Report
    a. Developer updates to outfall and methodology
    b. Removal of raised medians.
3. Plan Revisions
    a. CR 56 intersection update
    b. SB lanes at Reverie Ranch Plan update
    c. Raised Median removal
4. Update CADD files to Openroads Designer

TRAFFIC:

1. Southern Colony
    a. At the request of the County, a temporary traffic signal was designed and to be constructed prior to the FM 521 widening project was to start.
    b. Construction Phase Services (CPS) was added for coordination
2. CR 56 (Meridiana Pkwy)
    a. TxDOT requested that the County do a new Signal warrant analysis at FM 521 and CR 56.
    b. A traffic signal was added to the scope of work at CR 56 and FM 521

SURVEY:

1. ROW Staking:
    a. The clearing contractor requested that the ROW be marked to identify where they need to clear.

2. ROW Map Sheet revisions
    a. TxDOT is requiring Parcel boundaries of the proposed detention ponds by others to be included on the ROW Maps. Field survey to verify boundaries.
    b. ROW Map Sheet revisions to the sheets.

ENVIRONMENTAL:

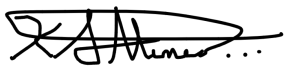
1. Environmental Services:
    a. Evaluate additional ROW to see if it is feasible to adjust a detention pond to allow the property owner access to FM 521.

The following table is a summary of the total cost of the design. It will take an additional $ 604,594.31 to complete the changes in this supplemental.

Original Fee	$	5,452,250.00
Supplemental 1	$	499,094.90
Supplemental 2	$	121,121.61
Supplemental 3	$	489,012.80
Supplemental 4	$	604,594.31
Total	**$**	**7,166,073.62**

If you have any questions, please give me a call, or send me an email.
Regards,

DCCM Infrastructure, Inc.



Kevin Mineo, PE
Vice President - Transportation
Kmineo@dccm.com

FM 521 FROM SH 6 TO CR 56 DESCRIPTION		COST		TOTAL
DCCM				
PS&E ENGINEERING - 0400				
ROADWAY DESIGN	$	93,322.42		
UPGRADE FILES/MODEL TO OPENROADS DESIGNER (ORD)	$	43,354.76		
WHITE PAPER	$	63,424.82		
PROJECT MANAGEMENT	$	108,984.72		
UTILITY COORDINATION	$	35,949.60		
				$345,036.32
HALFF - Drainage				
DRAINAGE IMPACT STUDY				
Rose Garden Ranch - Add Coordination	$	36,350.00		
DRAINAGE DESIGN				
Miscellaneous Design Adjustments	$	36,200.00		
Convert V8i files to ORD-DU	$	28,520.00		
CONSTRUCTION PHASE SERVICES	$	5,400.00		
			$	106,470.00
HJ - Drainage/SPM				
Drainage	$	61,505.00		
Signing and Pavement Marking	$	4,720.00		
			$	66,225.00
TEDSI - Traffic				
Southern Colony Ave -Temp Signal Design	$	15,076.87		
Southern Colony Ave -Temp Signal Construction Phase Services	$	4,310.97		
CR 56 - Traffic Signal Warrant Analysis	$	7,393.33		
CR 56 - Traffic Signal Design	$	31,089.57		
			$	57,870.74
WEISSER - Survey				
Verify parcel boundaries created by others for overall inclusion into right-of-way maps prepared by Weisser.	$	3,760.00		
Stake proposed ROW along FM 521 for clearing purposes.	$	5,395.00		
			$	9,155.00
COBB FENDLEY - Survey				
Calculate & prepare stakeout data for the proposed westerly ROW of FM521 (from station 415+00 to 498+00)	$	1,622.00		
Field Surveys - locate proposed ROW monumentation along proposed westerly ROW of FM521. Set laths & flagging at 200' intervals along FM 521 Proposed westerly ROW limits.(from station 415+00 to 498+00)	$	11,099.00		
			$	12,721.00
LJA Environmental Services				
Additional Environmental Services	$	7,116.25		
			$	7,116.25
Total			**$**	**604,594.31**

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	SENIOR STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECH	SENIOR UTILITIES COORDINATOR	UTILITIES COORDINATOR	CADD/ DESIGNER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
CONTRACT RATE PER HOUR	$373.18	$304.44	$294.62	$306.80	$219.33	$196.41	$142.40	$152.22	$222.60	$163.68	$154.00	$101.48			
PS&E ENGINEERING - 0400															
ROADWAY DESIGN															
PLAN REVISIONS (MEDIAN, TURN LANES, INTERSECTIONS, DRIVEWAYS)															
TYPICAL SECTIONS	2	2	2		2	4	12	12			12		48	15	3.2
P&P REVISIONS	2	2	2		8	24	24	24			24		110	25	4.4
MODEL REVISIONS	2	2	2		8	48	48	48					158		
GENERAL NOTES	16		16		8								40		
STANDARD UPDATES	2		4			4	8	2					20		
BID ITEM (2024 SPECS)	2		4		8	16	16	2					48		
TxDOT CHECKLISTS	4	16	8		8						12		48		
UPGRADE FILES/MODEL TO OPENROADS DESIGNER (ORD)	2		8		8	80	160						258		
WHITE PAPER															
ROADWAY (INP)															
1 - COORDINATION WITH TXDOT AND FORT BEND COUNTY	16		16										32		
2 - EXHIBITS	4	4	8		16	16	32						80		
3 - WRITE AND ASSEMBLE REPORT	8		8										16		
TRAFFIC (TPE)															
1 - Data Collection															
1.01 - Collect Traffic Data from Available Sources	1		2				6						9		
1.02 - Obtain Crash Data from CRIS for most recent 5 year period	1		2				8						11		
2 - Capacity Analysis Study															
2.01 - Calculate Queue for 25 Intersections for left turn lane design	2		6			8	24						40		
2.02 - Prepare Report for Capacity Analysis Portion of White Paper	1		8			8	12						29		
3 - Traffic Safety Analysis															
3.01 - Analyze and Summarize Crash Records	2		3			8	8						21		
3.02 - Heat Map or Crashes	1		2			2	4						9		
3.03 - Evaluate Expected Crash Impacts using CMF for Raised Medians	1		1			2	4						8		
3.04 - Prepare Report for Crash Analysis Portion of White Paper	1		6			4	8						19		
4 - Manage	3											6	9		
PROJECT MANAGEMENT															
1 - COORDINATION WITH TXDOT, FORT BEND COUNTY, AND DEVELOPERS ABOUT ROW, EASEM	40		40		16	32							128		
2 - EXHIBITS FOR SAL AND TXDOT	4		4		16	24	40						88		
3 - EFFORTS TO MANAGE PROJECT THROUGH AUG 2027 *(5 hr/month)*	80		80								16		176		
UTILITY COORDINATION															
Monthly Progress Reports (16 months)										6			6		
Meetings with State										12			12		
Correspondence and maintain contact log												40	40		
ROW Review - acquisition / clearing tracking										8			8		
Utility Layout (95% and Final)									6	20	40		66		
Public and Individual Utliity Meetings									6	20			26		
Review Proposed adjustments										16			16		
Develop and maintain management plan									8	8			16		
Update UCM (95% and Final)										40			40		
	197	26	232	0	98	280	414	88	20	130	104	46	1635	0	
TOTAL LABOR COSTS	$73,516.46	$7,915.44	$68,351.84	$0.00	$21,494.34	$54,994.80	$58,953.60	$13,395.36	$4,452.00	$21,278.40	$16,016.00	$4,668.08	$345,036.32		
% DISTRIBUTION OF STAFFING	12.05%	1.59%	14.19%	0.00%	5.99%	17.13%	25.32%	5.38%	1.22%	7.95%	6.36%	2.81%			
SUBTOTAL - 0400													**$345,036.32**		

July 16, 2026
037955.001

Fort Bend County Engineering
301 Jackson St., 4th Floor
Richmond, TX 77469

Attn: Mr. Ben Hart, P.E. (BinkleyBarfield | DCCM)

Re: Proposal for Additional Engineering Services #5
FM 521 between State Highway 6 and County Road 56

Dear Mr. Hart:

Halff Associates, Inc. (Halff) is pleased to present our proposal for Additional Engineering services for the FM 521 (SH 6 to CR 56) project. Provided below are the additional services and fee estimate for the additional scope items that have come about in the last 2 years.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our continued association on this project will be mutually beneficial. Please feel free to contact the H&H task lead, Jason Becker, or me if you have any questions or comments concerning this matter.

Sincerely,
Halff Associates, Inc.

Ashley Purkey, PE
Public Works Team Leader

HALFF ASSOCIATES, INC.
14800 ST. MARY'S LANE, SUITE 160
HOUSTON, TX 77079-2943
TEL (713) 588-2450
FAX (713) 588-2488
WWW.HALFF.COM

Request for Additional Services

Halff, serving as a subconsultant to BinkleyBarfield | DCCM, is responsible for the hydrologic and hydraulic (H&H) analysis and a portion of the drainage design for the FM 521 project. Since approximately 2024, the project has experienced multiple pauses and restarts due to evolving coordination needs. These interruptions have primarily been driven by ongoing coordination with the Rose Garden Ranch development engineer regarding outfall and detention requirements, as well as periods of delay while awaiting additional information and direction from TxDOT and Fort Bend County.

A prior change order was approved to address a portion of the additional services associated specifically with Rose Garden Ranch coordination. That change order was based on the assumptions and level of effort identified in the Additional Services proposal dated June 2024. As coordination progressed, the actual effort required to resolve detention, drainage, and agency review comments substantially exceeded the scope anticipated under that proposal. In addition, subsequent roadway design decisions introduced new drainage design impacts that were not included in the original scope and were not previously addressed or compensated through prior change orders.

Additional services performed in support of Rose Garden Ranch coordination included updates to the hydrologic and hydraulic model to account for revised pond tailwater conditions, recalculation and verification of detention pond storage volumes, evaluation of whether runoff from proposed commercial areas could feasibly drain to the FM 521 right-of-way (ROW), and preparation of supporting technical documentation to verify required detention volumes in response to agency comments. These efforts required continued coordination with TxDOT, Fort Bend County, and LJA to confirm assumptions and support development of the associated agreement.

Separately, changes to the roadway configuration—including modifications associated with turn lane accommodations and the decision to exclude additional ROW acquisition—resulted in direct impacts to the drainage design that were not previously accounted for in change order requests, which addressed only Rose Garden Ranch coordination. These roadway changes affected horizontal alignment and cross-section constraints, resulting in shifts to roadside ditch alignments and, in certain locations, a reduction in available space for conventional open-ditch drainage sections. As a result, portions of the drainage system required redesign to a culvert configuration to maintain hydraulic capacity, meet TxDOT criteria, and remain consistent with the revised roadway layout. The additional analysis, modeling updates, and plan revisions associated with these roadway-driven drainage impacts constitute new scope beyond previously authorized services.

Throughout the extended project duration, repeated start–stop cycles required Halff to evaluate the drainage impacts of incremental design revisions, advance and revise plan sheets that were subsequently deferred, and respond to successive rounds of TxDOT comments on the Drainage Impact Analysis (DIA). The cumulative effect of expanded Rose Garden Ranch coordination, roadway-driven drainage redesign, and extended agency review resulted in a greater level of effort than originally anticipated or previously compensated.

In addition, the project includes legacy drainage data and design files developed in MicroStation V8i using GEOPAK Drainage tools. Per request via email, these legacy files will be converted to OpenRoads Designer Drainage & Utilities (ORD-DU). This effort includes both the conversion of 2D MicroStation V8i files to ORD

format and the migration of GEOPAK drainage data into an ORD-DU environment. GEOPAK drainage data can be imported into ORD using available workflows; however, the process requires data mapping, verification, and manual assignment of features to ensure compatibility with ORD standards. Because this migration effort was not included in the original scope and is necessary to continue model-based design and coordination, it constitutes additional services.

In addition, the overall project schedule has extended well beyond the timeframe contemplated in the original agreement. As a result, the billing rates established at the time of contract execution no longer reflect current labor costs. The extended duration of the project necessitates additional budget to account for standard annual salary adjustments and associated overhead increases incurred over the prolonged project timeline.

Accordingly, Halff is requesting additional compensation to (1) account for increased effort associated with Rose Garden Ranch coordination beyond the June 2024 additional services estimate, (2) address previously unaccounted-for drainage redesign necessitated by roadway configuration changes, (3) convert legacy MicroStation V8i and GEOPAK drainage data to ORD-DU, and (4) update billing rates in accordance with contract provisions due to the extended project duration. This additional budget will also allow for completion of the remaining H&H analysis, drainage design, DIA efforts, and associated model updates.

Assumptions and Limitations

The additional services and associated fees requested under this change order are based on the following assumptions:

1. Direction from Fort Bend County and TxDOT regarding the use of raised medians versus a striped center lane will be final, and no further substantive roadway configuration changes will be required beyond the next plan revision.
2. The drainage design plan submittal and the Drainage Impact Analysis (DIA) submittal are separate deliverables, and both are assumed to be submitted no later than July 2026, based on the current project schedule and anticipated agency review durations.
3. It is assumed that both the drainage design plans and the DIA will be approved upon addressing all previously provided review comments from TxDOT, Fort Bend County, and other reviewing agencies. Any new, additional, or revised comments issued beyond those currently identified, on either the drainage design plans or the DIA, shall be considered additional services and will require supplemental scope and fee authorization.
4. Construction phase services associated with the FM 521 project are assumed to be completed no later than December 2028.
5. Should construction activities, construction phase engineering services, or agency coordination extend beyond 2028 due to factors outside Halff's control, an additional change order will be required to address billing rate adjustments in accordance with contract provisions and standard labor cost escalation.
6. Halff is only responsible for converting the drainage components included in the segment of the road included in Halff's design plan sheets. HJ will provide the conversion for their segment of the roadway separately and Halff will not review the digital files from HJ for accuracy.

7. The proposed 3D roadway surface will be provided to Halff prior to initializing the drainage conversion process.
8. Assume the 2D V8i file conversion effort is limited to standard file conversion and cleanup and does not include re-design.
9. Assume GEOPAK drainage data can be imported into ORD-DU using Bentley tools; however, manual feature assignment, data mapping, and model cleanup may be required following import.
10. Assume no additional hydraulic redesign beyond verification and migration of the existing drainage model is included in the conversion effort.

	DESCRIPTION	Senior Engineer, PE	Project Manager	Project Engineer, PE	Project Engineer, EIT	CAD Tech & Admin	TOTAL HOURS	Consultant /Expenses	ADDITIONAL TASK FEE
	Maximum Hourly Billing Rates	$260	$240	$180	$140	$130			
Additional Services Request									**$106,470**
000102	**Drainage Impact Study**								**$36,350**
	Rose Garden Ranch - Add Coordination	20	15	80	80	15	**210**		$36,350
000160	**Drainage Design**								**$64,720**
	Miscellaneous Design Adjustments	10	20	40	80	80	**230**		$36,200
	Convert V8i files to ORD-DU	2	15	30	80	60	**187**		$28,520
000309	**Construction Phase Services**								**$5,400**
	4-Year Rate Increase (15% Cumulative) *	-	-	-	-	-	-	$5,400	$5,400

* Note: Construction Phase Services proposed increase based upon billing rates reflecting an approximate 4-year delay in construction and include a 15 percent cumulative escalation, consistent with standard labor and overhead cost growth for professional engineering services over this period.

Optional Additional Service – Pond 4 Redesign

In email correspondence on February 4, 2026, BinkleyBarfield | DCCM requested that Halff evaluate whether Pond 4 could be redesigned to accommodate a 28-foot-wide commercial driveway with 5-foot buffers within the FM 521 right-of-way (ROW), while maintaining required detention volume, required buffers, and keeping the outfall structure within the ROW.

Based on the preliminary review discussed during this correspondence, accommodating the proposed driveway configuration may reduce the available top-of-berm elevation and impact the pond's ability to maintain the required detention volume. The pond redesign would require a temporary construction easement from the property owner to raise the elevation at the TxDOT ROW.

Should Pond 4 redesign proceed to accommodate this condition, additional engineering services would be required, including updates to detention calculations, pond geometry, plan sheets, and supporting documentation. Accordingly, additional budget authorization would be required prior to proceeding with any Pond 4 redesign effort.

	DESCRIPTION	Senior Engineer, PE	Project Manager	Project Engineer, PE	Project Engineer, EIT	CAD Tech & Admin	TOTAL HOURS	Consultant /Expenses	ADDITIONAL TASK FEE
	Maximum Hourly Billing Rates	$260	$240	$180	$140	$130			
Optional Additional Service									**$13,820**
000160	**Drainage Design**								**$13,820**
	Pond 4 Redesign	2	10	15	40	20	**87**		$13,820

June 10, 2026

Mr. Kevin Mineo, PE
Binkley & Barfield | DCCM
1710 Seamist Drive
Houston, TX 77008

Re: Proposal for Professional Services – Supplemental Drainage & SPM Conversion to OpenRoads
FM 521 – CR 56 to SH 6
FBC Project No. 17113; CSJ 011-03-064

Dear Mr. Mineo:

HJ Consulting, Inc. (HJ) is pleased to submit this updated proposal for the Supplemental Drainage & SPM Conversion to OpenRoads for the above referenced project, as described below:

TxDOT wants to update the design and drawings to the current standards of OpenRoads from Geopak used for our project. The following efforts are needed:

A. Drainage:
   1. Convert four systems from GPK to Openroads
   2. Convert three detention pond models, two outfall models and grading ditches
   3. Convert drainage area map sheets
   4. Convert hydraulic computation
   5. Convert drainage plan and profile sheets
   6. Convert drainage lateral sheets
   7. Convert detention pond sheets
   8. Convert outfall improvement sheets
   9. Project Coordination

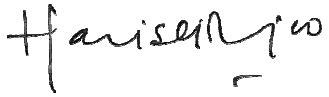
B. Signing and Pavement Marking:
   1. Update SPM sheets
   2. Project Coordination

Schedule:
2 months after receipt of the required files from the client.

The total fee for the above scope is a lump sum amount of **$66,225** and is detailed in the attachment. Please note that this effort is only for one revision. If more than one revision is required, then additional LOE will be provided.

If you have any questions, please give me a call, or send me an email.

Sincerely,



Harish Jajoo, PE, CFM
President
HJ Consulting, Inc.

FM521
FROM CR56 TO SH 6
FBC PROJECT# 17113; CSJ 0111-03-064
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR CONVERSION FRO GEOPAK TO OPENROADS (DRAINAGE & SPM), JUNE 2026

Employee Classification		No. of Sheets	Principal	Sr Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	**Total**
Labor Rate Per Hour			$325.00	$275.00	$225.00	$175.00	$135.00	$105.00	$95.00		
TASK	TASK DESCRIPTION	**ESTIMATED HOURS**									
CONVERSION FRO GEOPAK TO OPENROADS (DRAINAGE & SPM)											
A	**Drainage**										**$ 61,505.00**
1.1	*Convert four systems from GPK to Openroads*			4	4	110				118	$ 21,250.00
1.2	*Convert three detention pond models, two outfall models and grading ditches*			4	4	80				88	$ 16,000.00
1.3	*Convert drainage area map sheets*	8		2	2			12		16	$ 2,260.00
1.4	*Convert hydraulic computation*	13		2	2			26		30	$ 3,730.00
1.5	*Convert drainage plan and profile sheets*	32		2	4			64		70	$ 8,170.00
1.6	*Convert drainage lateral sheets*	7		2	2			12		16	$ 2,260.00
1.7	*Convert detention pond sheets*	9		2	2			14		18	$ 2,470.00
1.8	*Convert outfall improvement sheets*	2		1	1			3		5	$ 815.00
1.9	*Project Coordination*		2	4		16				22	$ 4,550.00
	SUBTOTAL	**71**	2	23	21	206		131			**$ 61,505.00**
B	**Signing and Pavement Marking**										**$ 4,720.00**
1.1	*Update SPM sheets*	12		2	2			24		28	$ 3,520.00
1.2	*Project Coordination*		2	2						4	$ 1,200.00
	SUBTOTAL	**12**	2	4	2			24			**$ 4,720.00**
TOTAL HOURS			2	23	21	206		131			
TOTAL ESTIMATE			$650	$6,325	$4,725	$36,050		$13,755			**$ 66,225.00**

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

July 30, 2024

Kevin A. Mineo, P.E.
Vice President - Transportation
Binkley & Barfield / DCCM
1710 Seamist Drive
Houston, Texas 77008

Re: Proposal for Temporary Traffic Signal Design – FM 521 at Southern Colony Avenue

Mr. Mineo:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit this proposal to Binkley & Barfield / DCCM to perform a Temporary Traffic Signal Design at the intersection of FM 521 and Southern Colony Avenue. This design will be a stand-alone set, and will not be included in the overall set of plans for the FM 521 project.

PROJECT SCOPE OF WORK

Please see EXHIBIT A for the scope of work.

SCHEDULE

The work as detailed in EXHIBIT A can be completed to comply with the up coming submittal milestones after receiving the Notice to Proceed. The time line for the coordination effort with the agencies and the owner of the rail road tracks will be separate from the overall project submittal milestones.

COMPENSATION

The work as detailed in EXHIBIT A will be performed on a "Lump Sum" basis, and will be billed as percent (%) complete. Compensation for the work is shown in EXHIBIT B. The amount shown includes all necessary direct expenses estimated to complete the effort detailed in EXHIBIT A. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated will be considered additional work and will be subject to negotiation.

Thank you for the opportunity to provide this proposal. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Yohannes Tadesse

Yohannes Tadesse, P.E.
Project Manager

Attachments:
Exhibit A – Scope of Services
Exhibit B – Compensation

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER
TEMPORARY TRAFFIC SIGNAL DESIGN

PROJECT: FM 521

LIMITS: Intersection of FM 521 at Southern Colony Avenue

SCOPE OF SERVICES: The work to be performed by the ENGINEER under this contract shall consist of providing temporary traffic signal design at the intersection of FM 521 and Southern Colony Avenue.

GENERAL

The ENGINEER shall perform engineering services for a temporary traffic signal at the above captioned intersection as part of the overall project that consisted of other tasks. This scope of services is just for the temporary traffic signal design at this intersection which will be included in the previous tasks that are already under contract. Unless otherwise noted, all work shall be in accordance with the latest Texas Department of Transportation (TxDOT) manuals, the most current version of Texas Manual on Uniform Traffic Control Devices (TMUTCD), Fort Bend County guidelines and any other associated manuals needed to complete the design. Throughout the project, the ENGINEER shall coordinate design and plans development with the Prime Consultant, Fort Bend County and TxDOT.

The ENGINEER shall prepare the Temporary Traffic Signal Design layouts at a scale of 1" = 40' and develop all quantities, general notes, specifications, and incorporate all appropriate standards required to complete construction. The ENGINEER shall prepare Plan Sheets, which are to include:

- Cover Sheet
- Index of Drawings
- Summary of Quantities for Temporary Traffic Signals
- Temporary Traffic Signal Notes
- Existing Conditions Layout
- Temporary Traffic Signal Layout Sheets
- Standard Drawings
- Construction Cost Estimate

The ENGINEER shall prepare Detail Sheets, which are to include:

- Temporary Traffic Signal Wood Poles
- Temporary Controller
- Ground Boxes
- Wiring Diagrams
- Conduit and Conductor Tables
- Detector Charts
- Vehicle and Pedestrian Signal Head Mounting Details

- Phasing Sheet
- Work Area Protection

The ENGINEER shall coordinate electric service with the project utility coordinator for placements and availability of power for service and meter location addresses.

SCHEDULE

The services provided by the ENGINEER will be in collaboration with and in a character, sequence, and timing so that it will coordinate with services provided by the Prime Consultant. The Engineer will adhere to the project schedule as provided by Fort Bend County and the Prime Consultant.

COMPENSATION

All work defined above will be performed on a "Lump Sum" basis. The amount shown includes all necessary direct expenses estimated to complete the effort as described above. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated above will be considered additional work and will be subject to negotiation.

EXHIBIT B - TEMPORARY TRAFFIC SIGNAL DESIGN AT SOUTHERN COLONY AVENUE

PROJECT NAME: FM 521
PRIME PROVIDER NAME: BBI

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
FC 162 - TEMPORARY TRAFFIC SIGNAL DESIGN - FM 521 AT SOUTHERN COLONY AVENUE								
PROJECT ADMINISTRATION QA/QC	1	1				1	3	$622.57
COVER SHEET		1	3	5	8		17	$2,257.98
INDEX OF DRAWINGS		1	2	4	6		13	$1,741.87
TEMPORARY TRAFFIC SIGNAL PLANS		2	13	19	26		60	$7,967.45
TEMPORARY TRAFFIC SIGNAL SUMMARY OF TRAFFIC SIGNAL QUANTITIES		1	3	6	9		19	$2,487.00
TEMPORARY TRAFFIC SIGNAL GENERAL NOTES							0	$0.00
TEMPORARY TRAFFIC SIGNAL STANDARDS							0	$0.00
MEETINGS AND COORDINATION							0	$0.00
SUBMITTAL							0	$0.00
HOURS SUB-TOTALS	1	6	21	34	49	1	112	
LABOR RATE PER HOUR	$277.41	$251.61	$183.87	$125.80	$103.22	$93.55		
TOTAL LABOR COSTS	***$277.41***	***$1,509.66***	***$3,861.27***	***$4,277.20***	***$5,057.78***	***$93.55***		***$15,076.87***
Rounded to match contract								
	0.89%	5.36%	18.75%	30.36%	43.75%	0.89%	**100.00%**	

DIRECT EXPENSES	**QUANTITY**						**COSTS**
MILEAGE ($0.55 per mile)	0						$0.00
COURIER SERVICES	0						$0.00
PHOTOCOPIES COLOR (8 1/2" X 11") ($0.75 EACH)	0						$0.00
PHOTOCOPIES B/W (8 1/2" X 11") ($0.10 EACH)	0						$0.00
PHOTOCOPIES B/W (11" X 17") ($0.20 EACH)	0						$0.00
PLOTS COLOR (BOND) ($1.60 EACH)	0						$0.00
CDs/DVDs ($2.50 EACH)	0						$0.00
TOTAL DIRECT EXPENSES							**$0.00**
Rounded to match contract							
TOTAL (LABOR + DIRECT EXPENSES)							***$15,076.87***
TOTAL CONTRACT VALUE (ADJUSTED)							

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
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Fax: (832) 619-1018

March 17, 2026

Kevin A. Mineo, P.E.
Vice President - Transportation
DCCM
1710 Seamist Drive
Houston, Texas 77008

Re: Proposal for Construction Phase Services Temporary Traffic Signal Design – FM 521 at Southern Colony Avenue

Mr. Mineo:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit this proposal to DCCM to perform Construction Phase Services for the Temporary Traffic Signal Construction at the intersection of FM 521 and Southern Colony Avenue.

PROJECT SCOPE OF WORK

Please see EXHIBIT A for the scope of work.

SCHEDULE

The work schedule tracks the schedule set for the construction milestones.

COMPENSATION

The work as detailed in EXHIBIT A will be performed on a "Lump Sum" basis, and will be billed as percent (%) complete. Compensation for the work is shown in EXHIBIT B. The amount shown includes all necessary direct expenses estimated to complete the effort detailed in EXHIBIT A. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated will be considered additional work and will be subject to negotiation.

Thank you for the opportunity to provide this proposal. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Yohannes Tadesse

Yohannes Tadesse, P.E.
Project Manager

Attachments:
Exhibit A – Scope of Services
Exhibit B – Compensation

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES

PROJECT: FM 521

LIMITS: Intersection of FM 521 at Southern Colony Avenue

SCOPE OF SERVICES: The work to be performed by the ENGINEER under this contract shall consist of providing Construction Phase Services for the temporary traffic signal construction at the intersection of FM 521 and Southern Colony Avenue.

GENERAL

The ENGINEER shall perform construction phase services for the construction of temporary traffic signal at the above captioned intersection as part of the overall project that consisted of other tasks. This scope of services is just for the temporary traffic signal construction at this intersection which will be included in the previous tasks that are already under contract. Unless otherwise noted, all work shall be in accordance with the latest Texas Department of Transportation (TxDOT) manuals, the most current version of Texas Manual on Uniform Traffic Control Devices (TMUTCD), Fort Bend County guidelines and any other associated manuals needed to complete the task. Throughout the project, the ENGINEER shall coordinate with the Prime Consultant, Fort Bend County and TxDOT.

The ENGINEER shall provide the following services:

- Coordinate with the prime consultant, contractor and County
- Attend pre-construction meeting
- Attend field meetings and site visits
- Review shop drawing submittals
- Respond to Request for Information (RFIs)
- Conduct substantial and final completion inspections
- Prepare punch lists and verify completion

EXHIBIT B

FM 521 at Southern Colony Avenue - Temporary Signal **ENGINEER'S FEE SCHEDULE (LUMP SUM) - CONSTRUCTION PHASE SERVICES**

SUB PROVIDER'S NAME: **TEDSI INFRASTRUCTURE GROUP**

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DESIGN VERIF/CHANGES/ALTER CONSTRUCTION PHASE SERVICES - FC 309 **(309)**									
ATTEND PRECONSTRUCTION MEETING		3	0				3	N/A	N/A
ATTEND FIELD MEETINGS AND SITE VISITS (2 MEETINGS)			3	6			9	N/A	N/A
REVIEW AND APPROVAL OF SHOP DRAWINGS (8 SUBMITTALS)			6				6	N/A	N/A
RESPONDING TO RFI'S (4 RFI'S)			3	3			6	N/A	N/A
HOURS SUB-TOTALS	0	3	12	9	0	0	24	0	
CONTRACT RATE PER HOUR	$277.41	$251.61	$183.87	$125.80	$103.22	$93.55			
TOTAL LABOR COSTS	$0.00	$754.83	$2,206.44	$1,132.20	$0.00	$0.00	$4,093.47		
% DISTRIBUTION OF STAFFING	0.00%	12.50%	50.00%	37.50%	0.00%	0.00%			
SUBTOTAL - FC 309 **(309)**							**$4,093.47**		

OTHER DIRECT EXPENSES	**COST/UNIT**						
	300						
Mileage (current state rate)	$0.725						$217.50
SUBTOTAL DIRECT EXPENSES							**$217.50**

SUMMARY	
TOTAL LABOR COSTS	$4,093.47
NON-SALARY (OTHER DIRECT EXPENSES)	$217.50
GRAND TOTAL	**$4,310.97**

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

March 4, 2025

Kevin A. Mineo, P.E.
Vice President - Transportation
Binkley & Barfield / DCCM
1710 Seamist Drive
Houston, Texas 77008

Re: Proposal for Traffic Signal Warrant Analysis Study – FM 521 at CR 56

Mr. Mineo:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit this proposal to Binkley & Barfield / DCCM to perform a Traffic Signal Warrant Analysis Study at the intersection of FM 521 and CR 56. This study is a re-evaluation of the Warrant Analysis that was conducted at the intersection at an earlier date.

PROJECT SCOPE OF WORK

Please see EXHIBIT A for the scope of work.

SCHEDULE

The work as detailed in EXHIBIT A can be completed within twenty (20) working days after receiving the Notice to Proceed. This includes the time to schedule and take the traffic data.

COMPENSATION

The work as detailed in EXHIBIT A will be performed on a "Lump Sum" basis, and will be billed as percent (%) complete. Compensation for the work is shown in EXHIBIT B. The amount shown includes all necessary direct expenses estimated to complete the effort detailed in EXHIBIT A. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated will be considered additional work and will be subject to negotiation.

Thank you for the opportunity to provide this proposal. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP



Yohannes Tadesse, P.E.
Project Manager

Attachments:
Exhibit A – Scope of Services
Exhibit B – Compensation

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

County: Fort Bend
Highway: FM 521
CSJ: XXXX

The following tasks will be performed as part of the Traffic Signal Warrant Analysis Study for the intersection of FM 521 and CR 56:

1. Manual turning movement counts performed at the study location during a weekday (Tuesday, Wednesday or Thursday). Counts must be recorded at 15 minute and hourly intervals.
2. 24-hour traffic counts (15 minute and hourly intervals) performed at the study location and/or section of roadway.
3. Pedestrian volume counts performed on each approach at the study location.
4. Traffic characteristics observed and recorded in the field during a site inspection conducted at the study location.
5. Condition diagram showing details from site inspection and field work mentioned above.
6. A site map of the area where the study is requested. Information must consist of existing control devices at the intersection and all existing signals for one mile.
7. Spot speed survey of 125 consecutive vehicles performed in each direction at one point on the major roadway near the study location during non-peak hour(s).
8. Crash records obtained from the Crash Records Information System (CRIS) for a three-year period, and a collision diagram showing crash experience by type, location, direction of movement, severity, date, and weather.
9. The Engineer shall analyze the data, and prepare and submit electronic copy (PDF), summarizing the findings of the traffic and pedestrian counts, field inventories, spot speed survey, and crash records. The reports must include: 1) diagrams, field photographs, traffic counts; 2) warrant analysis using TxDOT Form TFF-TSCA; 3) recommended improvements as appropriate; 4) signed/sealed Engineering Warrant Study. The Engineer shall address all of the State's and/or Fort Bend County's review comments.

EXHIBIT B - TEDSI Fee Proposal

PROJECT NAME: FM 521 at CR 56
PRIME PROVIDER NAME: BBI

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
FC 102 - FEASIBILITY STUDIES - DATA COLLECTION								
WEEKDAY 24-HR TURNING MOVEMENT COUNTS (1 LOCATION)		1	4	8		1	14	$2,087.04
HOURS SUB-TOTALS	0	1	4	8	0	1	14	
LABOR RATE PER HOUR	$277.41	$251.61	$183.87	$125.80	$103.22	$93.55		
TOTAL LABOR COSTS	***$0.00***	***$251.61***	***$735.48***	***$1,006.40***	***$0.00***	***$93.55***		***$2,087.04***
	0.00%	7.14%	28.57%	57.14%	0.00%	7.14%	**100.00%**	
FC 162 - TRAFFIC SIGNAL WARRANT STUDIES (1 LOCATION)								
SITE INSPECTION		1	1	3			5	$812.88
TRAFFIC SIGNAL WARRANT ANALYSIS		1	1	4			6	$938.68
TECHNICAL MEMO		1	5	14		1	21	$3,025.71
SUBMITTAL			1	2		1	4	$529.02
HOURS SUB-TOTALS	0	3	8	23	0	2	36	
LABOR RATE PER HOUR	$277.41	$251.61	$183.87	$125.80	$103.22	$93.55		
TOTAL LABOR COSTS	***$0.00***	***$754.83***	***$1,470.96***	***$2,893.40***	***$0.00***	***$187.10***		***$5,306.29***
	0.00%	8.33%	22.22%	63.89%	0.00%	5.56%	**100.00%**	
TOTAL (LABOR)							***$7,393.33***	

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
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Fax: (832) 619-1018

May 13, 2025

Kevin A. Mineo, P.E.
Managing Director - Transportation
Binkley & Barfield / DCCM
1710 Seamist Drive
Houston, Texas 77008

Re: Proposal for Permanent Traffic Signal Design – FM 521 at CR 56

Mr. Mineo:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit this proposal to Binkley & Barfield / DCCM to perform Permanent Traffic Signal Design for the intersection of FM 521 and CR 56. This design will be included in the overall set of plans for the FM 521 project.

PROJECT SCOPE OF WORK

Please see EXHIBIT A for the scope of work.

SCHEDULE

The work as detailed in EXHIBIT A can be completed to comply with the up coming submittal milestones after receiving the Notice to Proceed. The time line for the coordination effort with the agencies and the owner of the rail road tracks will be separate from the overall project submittal milestones.

COMPENSATION

The work as detailed in EXHIBIT A will be performed on a "Lump Sum" basis, and will be billed as percent (%) complete. Compensation for the work is shown in EXHIBIT B. The amount shown includes all necessary direct expenses estimated to complete the effort detailed in EXHIBIT A. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated will be considered additional work and will be subject to negotiation.

Thank you for the opportunity to provide this proposal. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Yohannes Tadesse

Yohannes Tadesse, P.E.
Project Manager

Attachments:
Exhibit A – Scope of Services
Exhibit B – Compensation

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

GENERAL:

A permanent traffic signal design will be provided at the intersection of FM 521 at CR 56.

The scope of services and associated fees are based on the following: 1) TEDSI Infrastructure Group (TEDSI) will coordinate all of its work with Binkley & Barfield / DCCM (BBI) and Fort Bend County Engineering Department, 2) TEDSI will coordinate service outlet location and data statement from the power company for the required electrical service, and 3) Traffic signal design will be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Texas Department of Transportation (TxDOT) and Fort Bend County Criteria. Of note – this scope of services does not include traffic signal warrant study and special drilled shaft foundation design.

TASK A – TRAFFIC SIGNAL DESIGN SERVICES

A. Obtain all required information relative to the design of this project from BBI, state, county, city, municipalities and utility companies (water districts, telephone, gas, electric, pipelines, etc.)

B. Make field surveys and verify proposed locations of all proposed signal poles, controller, pull boxes, and other traffic control devices to avoid any conflicts during construction.

C. Coordinate electrical service locations for each intersection from applicable power company.

D. Provide traffic signal design drawings for the intersections utilizing TxDOT standard details and specifications.

E. TxDOT signal standards will be used to design traffic signal foundations.

F. Provide final construction drawings, details and specifications.

Task 1: Base Plan Preparation

a. Develop traffic signal preliminary layouts with locations of traffic signal poles and controller.

b. Coordinate pole locations with Fort Bend County.

Deliverables: Base Plans

i. One 11”x17” PDF.

Task 2: Utility Documentation

a. Show existing utility information on existing and proposed signal plans.

b. Identify utility conflicts and coordinate with Fort Bend County for utility information.

c. Coordinate pole locations with utility provider.

Task 3: Preliminary Plan Preparation

a. Develop traffic signal layouts including wiring, notes, quantities, utility information, ROW and any applicable additional ROW requirements.
b. Coordinate pole locations with Fort Bend County.

Deliverables: Preliminary Plans

i. One 11”x17” PDF.
ii. Draft project proposal including special specifications, special Provisions.
iii. List of standard detail Drawings

Task 4: Utility Coordination

a. Coordinate with BBI to resolve utility conflict issues.
b. Plan revisions to avoid utility conflicts.

Task 5: Pre-Final (90%) Plan Preparation

a. Incorporate preliminary review comments and provide pre-final design.
b. Provide pre-final estimate of quantities, construction cost estimate, notes special provisions and special specifications.

Deliverables: Final Plan and Proposal Preparation

i. 11”x17” PDF of pre-final signal plans.
ii. List of standard detail Drawings.

Task 6: Final Plan and Proposal Preparation

a. Incorporate 90% review comments and finalize design.
b. Finalize estimate of quantities, construction cost estimate, notes special provisions and special specifications.
c. Coordinate pole locations with Fort Bend County.

Deliverables: Final Plan and Proposal Preparation

i. 11”x17” PDF of final signal plans signed and sealed.
ii. List of standard detail Drawings.

EXHIBIT B - TEDSI Fee Proposal (Compensation)

PROJECT NAME: FM 521
INTERSECTION: FM 521 AND CR 56
PRIME PROVIDER NAME: BBI

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
FC 162 - PERMANENT TRAFFIC SIGNAL DESIGN								
PROJECT ADMINISTRATION QA/QC	1	2				3	6	$1,061.28
EXISTING FIELD INVENTORY			2	4	6		12	$1,490.26
EXISTING CONDITIONS LAYOUT		2	3	6	10		21	$2,841.83
TRAFFIC SIGNAL PROPOSED CONDITIONS	1	4	20	47	68		140	$17,892.81
PROPOSED WHEELCHAIR RAMPS							0	$0.00
PROPOSED STOP BAR AND CROSSWALK STRIPING		1	2	4	4		11	$1,535.43
PERMANENT TRAFFIC SIGNAL SUMMARY OF TRAFFIC SIGNAL QUANTITIES		1	5	6	8		20	$2,751.52
PERMANENT TRAFFIC SIGNAL GENERAL NOTES							0	$0.00
PERMANENT TRAFFIC SIGNAL STANDARDS			1	2	4		7	$848.35
MEETINGS AND COORDINATION	1	2	3				6	$1,332.24
SUBMITTAL		1	2	3		2	8	$1,183.85
HOURS SUB-TOTALS	3	13	38	72	100	5	231	
LABOR RATE PER HOUR	$277.41	$251.61	$183.87	$125.80	$103.22	$93.55		
TOTAL LABOR COSTS	***$832.23***	***$3,270.93***	***$6,987.06***	***$9,057.60***	***$10,322.00***	***$467.75***		***$30,937.57***
	1.30%	5.63%	16.45%	31.17%	43.29%	2.16%	**100.00%**	

DIRECT EXPENSES	**QUANTITY**						**COSTS**
MILEAGE ($0.70 per mile)	180						$126.00
PHOTOCOPIES B/W (8 1/2" X 11") ($0.10 EACH)	200						$20.00
PHOTOCOPIES B/W (11" X 17") ($0.20 EACH)	30						$6.00
TOTAL DIRECT EXPENSES							**$152.00**
TOTAL (LABOR + DIRECT EXPENSES)							***$31,089.57***

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES
Effective Date: February 24, 2026

Kevin A. Mineo, MBA, PE
Vice President, Transportation
DCCM
1710 Seamist Drive
Houston, TX 77008
713-869-3433
kmineo@dccm.com

Proposal for Professional Services in Connection With: FM 521 (from north of SH 6 to the Brazoria County Line), – Segment 1, Fort Bend County, Texas

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

I. SCOPE OF SERVICES

Weisser Engineering & Surveying will provide the following services ("Services") to Client:

Verify parcel boundaries created by others for overall inclusion into right-of-way maps prepared by Weisser.

The Client will provide the following:
Site access and parcel information

II. PROPOSED COST OF SERVICES

A. The Services will be performed on a lump-sum basis. Cost estimate is based on portal to portal from our office located at 19500 Park Row, Houston to the job site. We propose to provide the above-described services, subject to the Terms and Conditions below, for:

COST: $3,760.00 (non-taxable for governmental entities)

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES
Effective Date: March 17, 2026

Kevin Mineo
DCCM
1710 Seamist Drive
Houston, TX 77008
713-869-3433
kmineo@dccm.com

Proposal for Professional Services in Connection With: FM 521 from Fenn Road to Peach Lane, Fort Bend County, Texas

Dear Mr Mineo

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

I. SCOPE OF SERVICES

Weisser Engineering & Surveying will provide the following services ("Services") to Client:

Stake proposed ROW along FM 521 for clearing purposes. Project limits will consist of Parcel 5 (approximate beginning baseline station 320+00 to end station 358+00). Right-of-way will be staked at every PI, PC and PT. Will include staking ROW every 100' on linear segments and every 50' along curves, if any.

The Client will provide the following:
Site access

II. PROPOSED COST OF SERVICES

A. The Services will be performed on a lump-sum basis. Cost estimate is based on portal to portal from our office located at 19500 Park Row, Houston to the job site. We propose to provide the above-described services, subject to the Terms and Conditions below, for:

COST: $5,395.00 (non-taxable for governmental entities)

Survey Dept. Budget Proposal (2022 Rate Schedule)

Date/Prepared B	2/27/2026	Michael Rollin	
Project: Location:	Existing (See Right)	D\cfa	
Client: Proposal #	South		
	External Client	**Binkley & Barfield**	**10 HOUR DAYS FOR FIELD TIME** **8 HOUR DAYS FOR OFFICE TIME**

CobbFendley

		STAFF TYPE HOURLY RATE	RPLS $199.00	TECH II $164.00	TECH I $142.00	Hydro $340.00	3-M FC $194.00	2-M FC $164.00	RESEARCH $142.00	CLERICAL $91.00	GPS TCH $125.00	GPS $40.00	TOTALS
Task 1	Calculate & prepare stakeout data for the proposed westerly ROW of FM521 (from station 415+00 to 498+00)		2	4	4								10
			$398.00	$656.00	$568.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,622.00
Task 2	Field Surveys - locate proposed ROW monumentation along proposed westerly ROW of FM521. Set laths & flagging at 200' intervals along FM 521 Proposed westerly ROW limits.(from station 415+00 to 498+00)		1	4	4		48			4			61
			$199.00	$656.00	$568.00	$0.00	$9,312.00	$0.00	$0.00	$364.00	$0.00	$0.00	$11,099.00
Task 3													0
			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 4													0
			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 5													0
			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 6													0
			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 7													0
			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 8													0
			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		REIMBURSABLE ESTIMATE											$0.00
		TOTAL HOURS PER STAFF TYPE TOTAL	3	8	8	0	48	0	0	4	0	0	71
		COST PER STAFF TYPE	$597.00	$1,312.00	$1,136.00	$0.00	$9,312.00	$0.00	$0.00	$364.00	$0.00	$0.00	$12,721.00

**Boundary survey amount shown is subject to state sales tax, and is NOT included in the totals listed hereon.*

713.953.5200
TBPG Geoscience Firm No. 50679
www.LJAEnv.com
14701 St. Mary's Lane, Suite 400, Houston, Texas 77079

April 30, 2026

Kevin A. Mineo, MBA, PE
Sr. Project Manager
DCCM Infrastructure, Inc.
1710 Seamist Drive
Houston, Texas 77008

Submitted via email: KMineo@DCCM.com

Re: Proposal for Environmental Reevaluation on Detention Pond Design Change for FM 521 (from SH 6 to CR 56)
Fort Bend County, Texas
LJAES Proposal No. EV8612-260563
(CSJ: 0598-02-111)

Dear Mr. Mineo,

LJA Environmental Services, LLC (herein referred to as "Consultant" or "LJAES") understands that DCCM Infrastructure, Inc. (herein referred to as "Client"), on behalf of Fort Bend County, desires to have environmental services conducted for the Project referenced above. Consultant has prepared this proposal at the Client's request and appreciates the opportunity to support DCCM Infrastructure, Inc. and Fort Bend County. The Proposal Acceptance form is provided on Page 4 for review and signature.

The proposed storm water detention pond is being rotated from the original orientation that was approved in the April 2024 CE Clearance to increase storage capacity. The new environmental survey area covers approximately 10.9 acres. The eastern margin of the proposed pond, covering an area of approximately 1.4 aces, was surveyed during a prior cultural resources survey conducted for the FM 521 Improvements Project by Berg-Oliver Associates and Horizon Environmental Services, between 2020-2022. As such, the current project area would consist of the remaining 9.5 acres of the proposed pond footprint that falls outside the prior survey area.

Scope of Work and Cost Estimate

The environmental scope of this Project includes the tasks listed below. Attachment A describes these services. Project costs were estimated using our Standard Rate Schedule (Attachment B) for labor and other direct costs, as appropriate.

Project Services Offered:

Task 001)	Categorical Exclusion (CE) Reevaluation	**$56,240.00**
	Subtotal:	**$56,240.00**
Potential Additional Tasks:		
Task 002)	Nationwide Permit (NWP) 43 Stormwater Management Facilities	**$13,655.00**
	Grand Total:	**$70,195.00**

LJAES will provide the services described in **Task 1 above on a time-and-materials (T&M) basis not to exceed $56,240.00** without prior authorization. If needed, LJAES will provide the services described in **Task 2** above on a time-and-materials (T&M) basis not to exceed **$13,655.00** without prior authorization. This amount is based upon the property having right of entry and being accessible so that field work can be completed. If site conditions are such that field crews are unable to traverse the site, the Client will be contacted to make other arrangements to allow access. Extraneous circumstances that could potentially impact this Proposal, including agency coordination or review, accessibility, unforeseen circumstances, design changes, and state or federal regulatory changes, may also affect project costs which are not included in this estimate. This proposal and cost estimate are valid for 90 days.

Schedule

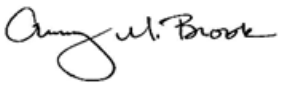
The draft technical reports included in Task 1 are projected to be submitted to TxDOT within sixty (60) calendar days of approval of this work authorization and receipt of ROE and schematic design.

This Scope of Services will begin after the agreement between DCCM. and LJAES is approved and assumes that the preliminary design for the facility will be completed prior to beginning the analysis and evaluation of the proposed project and that electronic versions of the preliminary designs will be provided by DCCM.

Environmental laws, regulations, and policies are in a constant state of change and are subject to differing interpretations by various agencies. Permitting performed by governmental agencies is unpredictable. All time frames given to clients by the Consultant regarding the length of time necessary to obtain a permit, or other agency clearances, are estimates and NOT a guarantee. There is also NO assurance that a permit/concurrence will be granted by a government agency. In addition, there is no assurance that the governmental review process will NOT alter the scope of the project, require additional information/studies not originally anticipated, require special meetings, or require additional fees outside of those estimated herein. The Client agrees to not hold the Consultant liable for delays or additional information requests by any governmental agency as it attempts to secure a permit or agency clearance while acting on behalf of the Client. The project completion schedule is the goal of all parties; it does not, however, reflect unusual delays due to forces beyond the control of the Consultant and/or modifications to the scope of work based upon actual findings or additional requests by DCCM, Fort Bend County, its agents, or governmental agency.

Please complete, sign, and return the Proposal Acceptance form provided on the following pages.
LJA Environmental Services appreciates the opportunity to provide environmental consulting services for your project. Should you have any questions, please contact me on my cell at 817-719-7468 or email at abrook@LJA.com.

Sincerely,



Amy M. Brook
Vice President
Transportation & Public Works

Attachments
A – Detailed Scope of Work
B – Standard Rate Schedule
C – General Conditions for Services

PROPOSAL ACCEPTANCE AND RIGHT OF ENTRY

The Client authorizes LJAES to commence the services upon execution of this Agreement. Client and Consultant agree that this Agreement, the Proposal and any attachments, incorporated herein by reference, (the "Agreement") constitutes the entire Agreement between the parties. The signatory below also represents that the Client has, or has secured, the authority to grant permission for Consultant's personnel to enter the subject property, as necessary, to conduct project activities and that such permission is hereby granted to the Consultant by the execution of this Agreement. If the Client is a Corporation, Partnership, or other business entity, then the individual signing below warrants that they have the authority to bind and sign on behalf of the Client.

Client Name: DCCM, on behalf of Fort Bend County

LJAES Project Number: EV8612-260563

Project Description: Environmental Reevaluation on Detention Pond Design Change for FM 521 (from SH 6 to CR 56) (CSJ: 0598-02-111)

Project Services Offered:

Task 001) Categorical Exclusion (CE) Reevaluation		**$56,240.00**
	Subtotal:	**$56,240.00**
Potential Additional Tasks:		
Task 002) Nationwide Permit (NWP) 43 Stormwater Management Facilities		**$13,655.00**
	Grand Total:	**$70,195.00**

Total Estimate: LJAES will provide the services described in **Task 1** above on a time-and-materials (T&M) basis not to exceed **$56,240.00** without prior authorization. If needed LJAES will provide the services described in **Task 2** above on a time-and-materials (T&M) basis not to exceed **$13,655.00** without prior authorization.

Schedule: Please refer to Page 2 of Proposal.

The scope of work involved in this environmental service proposal is anticipated to commence upon receipt of an executed proposal and boundary survey/plat, or other suitable boundary map, by LJAES. Environmental laws, regulations, and policies are in a constant state of change and are subject to differing interpretations by various agencies. Permitting performed by governmental agencies is unpredictable. All time frames given to clients by LJAES regarding the length of time necessary to obtain a permit, or other agency clearances, are estimates and NOT a guarantee. There is also NO assurance that a permit/concurrence will be granted by a government agency. In addition, there is no assurance that the governmental review process will NOT alter the scope of the project, require additional information/studies not originally anticipated, require special meetings, or require additional fees outside of those estimated herein. The client agrees to not hold LJAES liable for delays or additional information requests by any governmental agency as it attempts to secure a permit or agency clearance while acting on behalf of the client. The project completion schedule is the goal of all parties; it does not, however, reflect unusual delays due to forces beyond the control of the Consultant and/or modifications to the scope of work based upon actual findings or additional requests by DCCM, Fort Bend County, its agents, or governmental agency.

General Conditions for Services (Attachment C) shall apply to this contract.

LJA Environmental Services

Signature	Date

DCCM Infrastructure, Inc.

Responsible Party Signature	Date
Printed Name	Company Name
E-mail Address	Billing Address
Phone	City, State, Zip code

ATTACHMENT A

DETAILED SCOPE OF WORK

Project Understanding

The proposed design change would increase the footprint and rotate the existing Detention Pond 4 design orientation 90 degrees to the west perpendicular to Farm-to-Market (FM) 521. It is LJAES's understanding that a reevaluation on the proposed area is needed to supplement the existing approved TxDOT CE on this project.

There would be additional ROW required to accommodate the design change.

TASK 1
TxDOT CATEGORICAL EXCLUSION (CE) DOCUMENTATION REEVALUATION

Waters of the U. S. Impact Assessment & Jurisdictional Determination

The proposed project will be evaluated to identify methods to minimize jurisdictional waters and wetland impacts, if any. If jurisdictional waters and/or wetlands will be impacted by the project, an explanation of cost and technical factors, as applicable (such as discussion if there is no practicable alternative to the construction). A summary of the methodology used, existing conditions, delineation findings, a detailed table of identified aquatic features and their volumes within the project area, and a jurisdictional delineation (JD) form (either approved or preliminary, TBD) will be included as part of the Waters of the U.S. delineation report.

The site reconnaissance as part of this assessment will be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and applicable Regional Supplement(s) to identify and delineate on-site aquatic features, including wetlands. The proposed project will be reviewed for any impacts to waters of the U.S., including wetlands. The following will be performed:

- Collect samples of vegetation, soils, and hydrology indicators at each change in topography or vegetation. Vegetation samples will be evaluated and recorded at each sample area. Upland vegetation will be verified, for it is as significant as wetland vegetation in the determination process. As many as 25 sample sites, evaluating vegetation, soil, and hydrology criteria, may be necessary.
- Inspect the property for evidence or lack of wetland hydrology at each sample area. Conduct delineation of the ordinary high-water mark at proposed crossings of the waters of the U.S.
- Examine and evaluate soil samples at each test site for their hydric and non-hydric characteristics. Nonhydric soils verify upland status and are as significant as hydric soils in the determination process.

Upon completion of the site reconnaissance, data translation, and map preparation, the findings of the delineation and a JD form will be presented in a Waters Features Delineation Report.

Surface Water Analysis Form

Consultant will update previous research efforts of all hydrological elements within the proposed project area, including Clean Water Act and Rivers and Harbors Act compliance and compliance with Executive Orders 11990 (Protection of Wetlands) and 11988 (Floodplain Management). The goal is to identify whether proposed action surface water impacts would require regulatory permitting.

Biological Studies

The Threatened and Endangered Species listings currently maintained by the U.S. Fish & Wildlife Service (USFWS) and the Texas Parks & Wildlife Department (TPWD) will be evaluated to determine if any of the listed

species may be shown to potentially inhabit the project area. The biological aspects of the project area habitat will be physically reviewed and documented to determine if the habitat is desirable or reproductively useful to the specific species. Identified listed species habitat, if present, will be indicated on a map. The project right of way (ROW) will be assessed for biological indicators of presence. If marginal or suspicious habitats are encountered, a specialist on the specific study species will be consulted and included in the site impact assessment.

The presence of state or national parks, forests, wildlife refuges, wildlife management areas, wild or scenic rivers, natural areas, or similar preserves in the planning area will also be mapped.

Vegetation types within the project ROW will be characterized in accordance with the September 2021 TPWD-TxDOT Memorandum of Understanding (MOU) and impacts to the vegetation types will be calculated. Following the completion of research efforts and site reconnaissance, TxDOT's Species Analysis Form and Table (and all necessary attachments), if applicable, will be prepared in accordance with the TPWD-TxDOT MOU and TxDOT's online Environmental Compliance Toolkit.

Historical, Cultural, and Archeological Assessments

The proposed undertaking would be sponsored by Fort Bend County and TxDOT, both of which represent political subdivisions of the state of Texas; as such, the project would fall under the regulatory jurisdiction of the Antiquities Code of Texas The project would also fall under the jurisdiction of Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, via the indirect involvement of TxDOT's parent agency, the Federal Highway Administration (FHWA). As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide TxDOT and the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for listing on the National Register of Historic Places (NRHP) and/or for designation as State Antiquities Landmarks (SAL). At this time, no other federal or state jurisdiction has been identified for the project. If any additional regulatory triggers are identified as the project moves forward, LJAES will evaluate whether or not any additional, out-of-scope cultural studies or agency coordination may be required.

The cultural resources study would consist of desktop archival research, an intensive archeological field survey, and production of a report suitable for review by the SHPO in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 26, and the Council of Texas Archeologists' (CTA) Guidelines for Cultural Resources Management Reports.

<u>Archeological Background Study (ABS)</u>

Prior to initiating fieldwork, LJAES will:

- Perform basic archival research on the THC's online Texas Archeological Sites Atlas (TASA) and Texas Historic Sites Atlas (THSA) databases, TxDOT's online Historic Resources Aggregator and Potential Archeological Liability Maps (PALM), the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resources investigations conducted in the vicinity of the project area and previously recorded archeological sites and historic properties within and in the vicinity of the project area. Desktop archival studies will examine a 1.0-mile radius surrounding the project area.
- Review the abovementioned archives; historical, geological, topographic, and soil maps; and aerial photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project area.
- Define the Area of Potential Effect (APE) of the proposed project based on applicable federal and state agency guidelines, taking into account the horizontal extent of the construction footprint, the vertical depth of ground-disturbing impacts, and potential indirect (e.g., viewshed) effects beyond the

construction footprint.

- Prepare an Archeological Background Study (ABS) following TxDOT's Standards of Uniformity for Technical Reports—Review Standards for Archeological Background Studies. The ABS will be submitted to the TxDOT Houston District and Environmental Affairs Division for review.

Archeological Survey Fieldwork

Following review of the ABS by TxDOT, LJAES will:

- Apply for and obtain a Texas Antiquities Permit from the THC (required for any project that falls under the jurisdiction of the Antiquities Code of Texas). The application for a Texas Antiquities Permit requires the signature of the project sponsor and/or landowner, as appropriate, as well as the archeological Principal Investigator. The Texas Antiquities Permit must be issued by the THC prior to the initiation of any cultural resources field activities.
- Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing and mechanical deep testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMASS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests.

  In addition to pedestrian walkover, for block-area projects the TSMASS call for excavation of a minimum of two shovel tests per 0.4 hectare (1.0 acre) for projects measuring 10.1 hectares (25.0 acres) or less in size plus one additional shovel test per 2.0 hectares (5.0 acres) above 10.1 hectares (25.0 acres). Depending on field conditions, more shovel tests may be required in settings with a high potential for cultural resources (e.g., stream terraces, areas in proximity to known cultural resources), or fewer shovel tests may be necessary in areas with a low potential for cultural resources (e.g., steep slopes, extensively disturbed areas, heavily developed areas). If cultural resources sites are documented during the survey, additional shovel tests would be required to delineate the horizontal boundaries of the site. As such, a minimum of 19 shovel tests would be required within the current 9.5-acre project area.

  The TSMASS also require mechanical trenching in stream terraces and other areas with the potential to contain buried cultural materials at depths below those that shovel tests are capable of reaching. The TSMASS call for excavating one backhoe trench per two shovel tests within appropriate portions of the project area based on the shovel test densities presented above. Based on the physiographic setting of the project area along the edge of the Pleistocene age Beaumont Formation overlooking the Holocene-age floodplain and terraces of Oyster Creek, LJAES anticipates TxDOT will require the excavation of mechanical trenches. As such, a minimum of 10 mechanical trenches would be required for the 9.5-acre project area warranting mechanically assisted excavations.
- Document any cultural resources encountered to a sufficient degree to make recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make recommendations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.

Technical Report

LJAES will:

- Complete and submit *State of Texas Archeological Site Data Forms* (for new archeological sites) or *State of Texas Archeological Site Update Forms* (for previously recorded archeological sites) to the Texas Archeological Research Laboratory (TARL). Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the project area during the survey.

- Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- Submit a preliminary review copy of the archeological draft report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, LJAES will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. LJAES will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly.
- Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- Submit the final report to the client and the THC.

Records Curation

LJAES will:

- Prepare project records for curation at TARL per the requirements of the Antiquities Code of Texas and TARL's *Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources* and/or *Stipulations and Procedures for the Preparation of Archeological Material Collections*, as appropriate.

ASSUMPTIONS

- *All cultural resources investigations are supervised by an archeological Principal Investigator who meets the Secretary of the Interior's (SOI) Professional Qualification Standards for Archeology, and all architectural history investigations are supervised by an architectural history Principal Investigator who meets the SOI's Professional Qualifications for Architectural History.*

- *The project area consists only of the proposed project facilities described in this proposal. This proposal does not provide for surveys of reroutes, alternate alignments, or additional or ancillary locations that fall outside the boundaries of the project area as described herein.*

- *The client will secure right-of-entry (ROE) for all segments of the project area to be surveyed, and ROE to the entire project area will be available to LJAES upon receiving notice to proceed with field activities. Any portions of the project area to which ROE is not available will not be surveyed and may be subject to future survey-level investigations not covered under the terms of this proposal.*

- *This proposal assumes that no more than one field mobilization would be required to complete the cultural resources survey. Any extra mobilizations or special client requests, such as appointments to survey tracts under emergency limited access agreements (e.g., temporary restraining orders [TRO], writs of possession), reroutes, or on-call requests, will be billed as out-of-scope activities on a time-and-materials basis using LJAES's standard rate schedule.*

- *This cost estimate includes provisions for mechanical excavations, such as backhoe trenching in areas of deep alluvium or surface stripping adjacent to cemeteries, if such are encountered during the survey fieldwork. Mechanical operations are required by the state's survey guidelines in areas with a moderate to high probability to contain cultural resources buried more deeply than standard shovel testing is capable of reaching (i.e., about 1.0 meter [3 .3 feet] below ground surface depending on soil type). Due to the physiographic setting of the project area, mechanical trenching is anticipated to be necessary for this project.*

- *In the event mechanical excavations are required, such as backhoe trenching in areas of deep alluvium, this proposal assumes LJAES's archeological staff would perform, monitor, and record the results of mechanical excavations. This proposal does not include costs for subcontracting a professional geoarcheologist, which is sometimes required by regulatory agencies for projects involving mechanical excavations in complex depositional environments, such as anastomosed stream systems, wide floodplains, or complex alluvial terrace structures. If the involvement of a professional geoarcheologist is required by a regulatory agency, a supplemental work authorization for the specialized services would need to be developed.*

- *This proposal includes a limited review of existing literature, site files, and online map sources to determine the estimated time period of occupation of any historic-age archeological sites and/or construction dates of historic-age structures or engineering features that may be encountered during the survey. If extensive historical research is required to more fully develop the context of historic-age resources, such as architectural evaluations; detailed reviews of historic records, deed records, genealogical records; or library or museum collections, a supplemental work authorization may need to be initiated.*

- *LJAES will employ a non-collection policy to the maximum extent practicable. Diagnostic (i.e., time- or culturally sensitive) and non-diagnostic artifacts will be sketched and photodocumented in the field, and notes will be recorded on their provenience and apparent cultural and chronological affiliation. In the event that any cultural materials are collected during the survey, they will be temporarily housed at LJAES's laboratory facilities in Austin, Texas, and processed for analysis. Any cultural materials collected from private land would be returned to the landowner. Any artifacts collected from public land during the survey may need to be curated at an approved curational facility according to the guidelines of the THC and the curation facility. This scope of work does not cover the costs of processing artifacts for curation, the negotiation of a curation agreement with an approved curation facility, or curation fees.*

- *This proposal includes provisions for curating cultural resources survey records (e.g., field forms, field notes, digital photographs, photo sheets, official agency correspondence), which is required for all held-in-trust projects conducted under the Antiquities Code of Texas, at an approved curation facility, including LJAES's charges for preparing project records for curation as well as the curation facility's fees for permanently housing the project records. TARL charges a minimum fee for records-only curation for project records that occupy less than 1.5 inches of drawer space. This proposal assumes that 1.5 inches or less of drawer space would be required. In the event that more than 1.5 inches of drawer space is required or if TARL's records policies or fees change prior to submission of project records for curation, additional curation fees may be incurred that are not covered under the terms of this proposal.*

- *This proposal does not include provisions for conducting surveys for Traditional Cultural Properties or Traditional Cultural Plants. Information regarding these cultural resources is typically restricted within federally recognized tribes and not available to archeological contractors.*

- *This proposal covers only a Phase I cultural resources inventory. In the event that potentially significant prehistoric and/or historic-age resources are present within the project area, additional investigations may be required, such as significance testing and/or mitigation studies, that are not covered in this proposal.*

- *One technical report will be written describing the results of the cultural resources survey of the project area. This proposal does not provide for generating multiple or supplemental technical reports.*

- *This proposal provides for responding to two (2) rounds of comments, including one initial set of client comments and one (1) set of agency comments. Additional rounds of comments may not be covered under the terms of this proposal and may be billed as out-of-scope activities on a T&M basis using LJAES's standard rate schedule.*

- *Title 13, Part 2, Chapter 26, Subchapter C, Rule 16.16 of the Texas Administrative Code requires the holder of a Texas Antiquities Permit to submit a technical report presenting the results of the permitted investigation to the THC for review. LJAES will provide the client with a reasonable opportunity to review,*

comment upon, and approve the technical report prior to submission to the THC. LJAES can delay initiating the review process within reasonable limits given project scheduling needs but must allow for sufficient time to complete the entire review process prior to the expiration date of the Antiquities Permit. This requirement applies even if the development of the project is postponed or canceled. LJAES will invoice the client for report preparation and records curation charges as described in this proposal pursuant to fulfillment of the conditions of the permit.

POTENTIAL ADDITIONAL TASKS, IF REQUIRED

TASK 2
Nationwide Permit (NWP)

NWP 43 Stormwater Management Facilities

Scope of work for the preparation of a Clean Water Act Section 404 Permit and submission to the USACE will follow the criteria set forth in 33 CFR 330 (Nationwide). A conceptual development plan including profiles must be provided by the client or the client's consulting engineer. LJAES will utilize these plans to create the required permit submittal drawings in the USACE's preferred format. The USACE may request an alternatives analysis and best management practice information that must be provided to LJAES from the client or consulting engineer.

LJAES will perform the following under this task:

1. Draft and submit the Nationwide Permit application and support documents to the applicant/client for review prior to submittal to the USACE. (LJAES must have written approval from the client authorizing LJAES to submit the permit application to the USACE.)
2. Prepare the necessary data sheets and determination forms for verification by the USACE. To expedite this process it is suggested that a Preliminary Jurisdictional Determination be requested. Should an Approved Jurisdictional Determination be desired, that will need separate authorization/scoping.
3. Attend one (1) on-site meetings with USACE, and resource protection agencies.
4. Attend up to five (5) virtual meetings with Agency personnel or the project team regarding the permit.
5. Consult with the client, engineer, and land planner regarding the site development plan and alternatives.
6. Consult with the applicant regarding the Wetland Mitigation Plan and design, if deemed necessary. (Note this does not include the costs of any purchase of compensatory mitigation credits.)
7. Assist the applicant/client in providing the USACE site specific requested information and/or Revised Site Development Plan, if necessary.

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ATTACHMENT B

2025 PERSONNEL RATE SCHEDULE

Personnel	Hourly Billing Rate
Principal in Charge	$290.00
Project Director	$280.00
Sr. Vice President	$280.00
Vice President	$255.00
Sr. Project Manager	$210.00
Project Manager	$190.00
Assistant Project Manager	$175.00
Project Coordinator III	$175.00
Project Coordinator II	$165.00
Project Coordinator I	$150.00
Project Leader III	$165.00
Project Leader II	$135.00
Project Leader I	$125.00
Field Leader	$130.00
GIS Analyst II	$165.00
GIS Analyst I	$125.00
Field Tech III	$120.00
Field Tech II	$115.00
Field Tech I	$ 90.00
Project Support Officer II	$135.00
Project Support Officer I	$110.00
Editor	$125.00
Admin IV	$150.00
Admin III	$125.00
Admin II	$100.00
Admin I	$ 85.00
Specialist Subcontractors	Cost + 15%