

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and CP&Y, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for improvements to Vacek Road under 2020 Mobility Bond Project No. 20111 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render the professional engineering services as described in Contractor's proposal dated April 5, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

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 2020 Mobility Bond Program – Project No. 20111

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Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is five hundred eighty-three thousand seven hundred thirty-one dollars and no/100 (\$583,731.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor 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 five hundred eighty-three thousand seven hundred thirty-one dollars and no/100 (\$583,731.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed five hundred eighty-three thousand seven hundred thirty-one dollars and no/100 (\$583,731.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2026. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

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

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County

immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

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

Contractor: CP&Y, Inc.
11757 Katy Freeway, Suite 1540
Houston, Texas 77079

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

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

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

CP&Y, INC


County Judge KP George

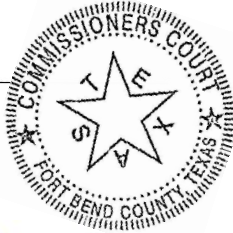
KP George, County Judge



Authorized Agent – Signature

5.4.2021

Date



Robin Handel, PE

Authorized Agent – Printed Name

ATTEST:

Senior Vice President

Title



4/22/2021

Laura Richard, County Clerk

Date

APPROVED:



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

APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 583,731.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

April 5, 2021.

Kevin Mineo, PE.
Senior Project Manager,
Binkley & Barfield
1710 Seamist Drive,
Houston, TX 77008

Attn: Mr. Kevin Mineo, PE.,
Senior Project Manager

**Re: Vacek Road Project (Fort Bend County Precinct 1 Mobility Project 20111)
CP&Y Inc. Design Scope & Fee Estimate**

Dear Mr. Mineo,

CP&Y Inc. respectfully submits to you our *final revised* design scope and fee for the above reference project, based on your previous comments. We estimate our "Base Scope" design services, as detailed here-in, to be a lump sum fee amount of \$500,456; and our estimated "Additional Scope" design services, also detailed below, for a total not-to exceed amount of \$83,275.

We appreciate the opportunity to submit this proposal to you and look forward to working with you and Fort Bend County staff on this project. Should you have any questions concerning this proposal, please contact me at 713-579-7414.

Sincerely,



Marcel Strachan, P.E.,
Project Manager

Attachments:

- Exhibit A – Scope of Services and summary of deliverable documents
- Exhibit B – Prime (CP&Y Inc) and Subconsultants Summary of Compensation
- Exhibit C – Surveyor (Tejas Surveying Inc) Scope and Compensation Details
- Exhibit D – Geotech (Raba Kistner) Scope and Compensation Details
- Exhibit E – Proposed Project Design Schedule



EXHIBIT A

SCOPE OF SERVICES AND DELIVERABLE DOCUMENTS

1. PROJECT DESCRIPTION

CP&Y, Inc. (ENGINEER) and its sub-consultants will provide professional engineering services to Fort Bend County (County) for the widening of Vacek Road near the Village of Fairchilds, Texas including the construction of an asphalt roadway from Fairchild Road to Boothline Road (approximately 6,300 feet) consisting of 2-12-foot wide lanes with 6-foot wide shoulders and open ditches.

The aforementioned roadway will be developed to generally match into the termini described above, with services including surveying, right-of-way mapping, geotechnical investigations, roadway design, drainage design, traffic control design and utility coordination.

2. BASE SCOPE OF DESIGN PHASE SERVICES

2.1 PROJECT MANAGEMENT

- 2.1.1 The ENGINEER shall coordinate with County's Project Manager, manage the efforts of the ENGINEER's personnel, assign manpower, delegate responsibilities, monitor conformance to the scope regarding the budget and schedule, and direct the progress of work. Prepare and submit invoices and progress reports to the County, per the terms of this Contract.
- 2.1.2 The ENGINEER will schedule and attend periodic progress meetings at the PER/30% submittal, and additional meetings as needed (assumed 4 total) in order to review the progress of the engineering effort or address other issues which may arise. The ENGINEER will initiate meetings that include his Consultants, and if necessary other parties. The ENGINEER shall prepare and deliver meeting record memorandum of decisions and action items after each meeting in a timely manner.
- 2.1.3 The ENGINEER will schedule and attend periodic meetings with local drainage district, city, municipal utility district, and property owners, as needed (assumed 4 total) to collect data and collaborate on the engineering effort or address other issues which may arise. ENGINEER will prepare and develop relevant exhibits, as necessary, to effectively communication with property owners. The ENGINEER shall prepare and deliver meeting record memorandum of decisions and action items after each meeting in a timely manner.
- 2.1.4 The ENGINEER shall coordinate with its sub-consultants, and monitor conformance to the scope regarding the budget, schedule, and progress of the work.
- 2.1.5 The ENGINEER shall implement and perform Quality Assurance and Quality Control (QA/QC) measures at each plan submittal milestone.
- 2.1.6 The ENGINEER shall review work progress, and address plan submittal review comments from County and private utilities, as applicable, at each plan submittal milestone.

2.2 PRELIMINARY DESIGN

2.2.1 Project Surveying:

The ENGINEER will perform topographic survey, to include the following:

a. Deed Research:

- Research Ownership & Subdivision Plats on the Tax Maps.
- Acquire limited title certificates from a professional abstractor for ownership names, deeds and easement recording information.
- Establish the existing Right-of-Way of Vacek Road.
- Establish the existing Right-of-Way of Intersecting Roads

b. Abstract Map:

- Plot deeds and easements to identify ownership, dedicated rights-of-way, easements, and monumentation called for.

c. Right of entry:

- Prepare a request for right-of-entry and notification to property owner of the proposed commencement of work.
- Mail requests to the taxpayer's address, or grantor's address in deed when appropriate, and hand deliver where possible.

d. Project Control:

- Horizontal and vertical control will be established at intervals prescribed in the Fort Bend County Design Manual for Mobility Projects, with inter visibility, not to exceed 1000 foot spacing.
- Horizontal control will be established on site based upon GPS observation utilizing the Leica RTN and Opus Static confirmation reports from NGS .
- Horizontal control will be based on Texas Coordinate System of 1983, South Central Zone.
- Vertical control will be established by GPS static observation and OPUS solutions for NAVD 1988' and verified with available NGS benchmarks.
- High order level loops will be utilized to refine vertical control.
- Prepare overall Survey Control Layout Sheet and Control Recovery Sheets.

e. Topographic Survey:

- Topographic cross-sections will be taken at intervals not to exceed 100 feet intervals, and at any grade breaks for the proposed right-of-way plus a minimum of 20 additional feet.
- Texas 811 (One Call) will be notified 48 hours in advance of the commencement of topographic surveying.
- Any utility markings provided by the One Call Utility Locators will be collected and a reasonable interpretation made.
- All visible and apparent utilities will be located.

- All manhole elevations, culverts, flowlines, and invert elevations will be located and detailed where accessible.
 - Subsurface utility exploration to determine exact locations and depths of lines not otherwise accessible by manholes or inlets is specifically excluded from the scope of work.
 - Any structures within 100 feet of the current centerline of the road will be generally located.
 - The surveying will not extend into fenced backyards of the subdivision lots to the north of Vacek Road.
 - The route survey shall also extend 200 feet along the intersecting streets and on both the east and west ends of the project.
 - The project baseline shall be staked at its beginning, end, street intersections, angle points, even 1000-foot stations, and at the beginning and end of curves.
- f. Utility Research
- A request for gas and electric maps will be submitted to CenterPoint Energy.
 - A request for communication base maps will be submitted to AT&T.
 - A request for municipal utility construction plans will be submitted to the Village of Fairchild.
- g. Location of Soil Borings
- Stake the location of the proposed bore locations using latitude and longitude coordinates provided by the geotechnical consultant.
 - Record the location and elevation of the borings after drilling.
- h. Offsite Drainage Survey
- Channel cross sections will be taken along FCDDD II-B 10A at ten (10) prescribed locations within 500 feet upstream and 100 feet downstream of Boothline Road.
- i. Prepare Right-of-Way Map
- Prepare an overall project map showing existing and proposed right-of-way, based on the approved PER report.
 - Deliverables of the right-of-way map shall be provided in Microstation 2D .dgn file format and PDF format.
 - Stake the proposed right-of-way at all PC, PT and Angle Points, and at 1500-foot stations.

2.2.2 Geotechnical Investigation:

The ENGINEER will perform geotechnical investigation, to include the following:

- a. Pavement cores estimated maximum of 13, to a depth of 10 feet, each.
- b. Laboratory testing will be performed to determine soil classifications and pavement design parameters.
- c. An Engineering analysis and report, prepared by a Licensed Professional

Engineer, will be submitted upon completion of the field work.

2.2.3 Drainage Analysis & Report:

The ENGINEER will perform hydrologic and hydraulic analysis along the project, for both the existing and proposed conditions. The analysis will help to confirm the required sizes of the proposed roadside ditches and detention facilities, and verify that the proposed project meets the County's design criteria. In coordination with the Fort Bend County Drainage District Engineer, the following tasks will be performed:

Task A: Hydrologic Analysis

- a. Existing Conditions Hydrologic Analysis: ENGINEER will perform an existing conditions hydrologic analysis for the project site, while accounting for the latest Atlas 14 precipitation values. This task will include verifications of external and internal drainage areas delineation, verifying the Tc, land use and the computed design and 5-, 25- and 100-yr peak flows.
- b. Perform Proposed Conditions Hydrologic Analysis: ENGINEER will perform a proposed conditions hydrologic analysis for the project site, while accounting for the latest Atlas 14 precipitation values. This task will include delineating or revising proposed conditions internal and external drainage areas, determining Tc, land use, and computing the design and 5-, 25- and 100-year peak flows using the Rational Method. The flows calculated will be utilized to size the proposed inlets and storm sewer pipes or ditches.

Task B: Hydraulic Analysis (for roadside ditches and detention facilities)

- c. Existing Conditions Hydraulic Analysis: Using a 1-D hydraulics model, ENGINEER will verify and confirm the hydraulic conditions of the existing ditches. The tailwater conditions at the ditch outfall locations will be analyzed, and the design storm and 100-year hydraulic grade line (HGL) will be verified and confirmed.
- d. Perform Proposed Conditions Hydraulic Analysis: ENGINEER will prepare a proposed conditions hydraulic model to analyze the proposed ditch system and proposed cross-culvert(s) performance for the design storm and up to the 100-yr event. The HGL for both storm events will be determined and shown on the plan and profile sheets. The three (3) culverts to be analyzed will be at Fairchilds Road at the western end of the project; at Vojt Road mid project; and at Boothline Road at the eastern end of the project.

In case of runoff increases from existing to proposed conditions, ENGINEER will investigate mitigating the increase runoff in the form of detention ponds or similar facility as coordinated with the County Drainage Engineer. The shallow nature of the topography may require up to three shallow ponds.

- e. Modify Hydraulic Analysis: This task will include modifying the hydraulic analysis up to two times to incorporate changes in the design.
- f. Preliminary Detention Pond Layouts: This task will include preliminary dimensions and layout of proposed detention facilities for the purpose of County review and coordination.

Task C: H&H Memo / Documentation

- g. Prepare Draft H&H Memo: ENGINEER will document the results of the drainage in a report to be included in the project Preliminary Engineering Report.

Digital files of the computer model and exhibits developed for this project will be provided.

2.2.4 Preliminary Geometric Layout (30% Design):

- a. The ENGINEER will first evaluate minor horizontal alignment and right-of-way alternatives utilizing partial survey, available LiDAR, GIS, and aerial images to establish the preferred alignment that minimizes impacts to right-of-way and existing utilities and optimizes design. The alignment alternatives will be submitted on PDF scroll plots for County's review and a final determination of the proposed alignment.
- b. The ENGINEER will attend and conduct a preliminary alignment meeting to include key County staff.
- c. The ENGINEER will develop preliminary plan and profile sheets for the proposed project alignment. The preliminary plans shall show the proposed project centerline/alignment including Station PC, PTs, and proposed right-of-way (ROW) limits based on the proposed roadway typical section and anticipated cross slopes; as well as existing features (seen and unseen) shown in plan and profile, and proposed roadway features in plan only with minor annotation.
- d. The ENGINEER will develop a preliminary roadway typical section sheet for project.
- e. The ENGINEER will develop conceptual construction sequencing/phasing plan, depicted in typical sections.
- f. The ENGINEER will develop a preliminary engineering report (PER) to document project attributes, criteria met, and recommendations.
- g. The ENGINEER will attend and conduct a review meeting to include key County staff.

Preliminary (30%) Design Submittal Deliverables:

- Preliminary Engineering Report, including the following:
 - Design Narrative, including ROW acquisition needs, utility considerations, permit/regulatory requirements, issues, and recommendations
 - Drainage Report
 - Preliminary (30%) Typical Section(s)
 - Preliminary (30%) Plan & Profile Sheets
 - Preliminary construction cost estimate
 - Geotechnical report (may be submitted after PER)

2.3 UTILITY COORDINATION

The ENGINEER will:

- 2.3.1 Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase.
- 2.3.2 Send records requests to utilities and obtain I.D. numbers (CenterPoint and AT&T).

- 2.3.3 Depict utilities to a reasonable degree of accuracy on the plan and profile drawings.
- 2.3.4 Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required.
- 2.3.5 Submit milestone-level drawings to applicable utility companies for their review.
- 2.3.6 Prepare limited relocation details for municipal utility conflicts, within the limits of existing utilities.

2.4 FINAL DESIGN:

Final design services shall include necessary engineering services for preparation of plans and specifications for the project. The ENGINEER will provide the County the necessary final engineering services (design, meetings, coordination, etc.) for the design of the planned improvements. All designs will conform to the latest engineering standards for projects of this size and complexity. In addition, all drawings and standards will conform to the County's latest engineering guidelines. The construction package will contain the necessary drawings, notes, and details including specifications. The Engineer will perform coordination with all affected utility companies within the project limits. The Engineer's review submittals shall 70%, 95%, then a final submittal (signed and sealed). CADD drawings and survey shall be provided to the County upon closeout. The ENGINEER will provide:

2.4.1 Traffic Control Plans:

The ENGINEER will provide the County construction traffic control plans (at 1" = 100' Scale) illustrating the phases necessary to construct the planned improvements with as little interruption to the traveling public as possible. All plans will conform to the latest Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the County's latest guidelines. It is noted that there are no Signal Designs currently planned for this project. All intersections will operate as Stop Operations. The Engineer will also provide the County permanent pavement marking and signage plans.

2.4.2 Storm Water Pollution Prevention Plan:

The ENGINEER will provide to the County with a Storm Water Pollution Prevention Plan (SWPPP) at 1" = 100' Scale, and specifications in accordance with TPDES and additional County guidelines.

- 2.4.3 Miscellaneous Plans & Details including cover sheet, sheet index, general notes, project layout, survey control, horizontal alignment data, driveway details, standard construction detail sheets, and project sign sheet.
- 2.4.4 Typical Sections depicting pavement structure, dimensions, cross slope, lane configuration, and roadway side slopes or ditch configuration.
- 2.4.5 Drainage Area Map, Drainage Calculations, Cross Culvert Plan & Profile Layouts, Detention Pond Layout(s) and Pond Calculations Sheets.
- 2.4.6 Plan and Profile Sheets at 1" = 40' horizontal and 1" = 4' vertical Scale.
- 2.4.7 Cross Sections at maximum 100-foot stations, including earthwork quantities
- 2.4.8 Construction Cost Estimate
- 2.4.9 Specification Table

Interim (70%) Design Submittal Deliverables:

- Cover sheet
- Sheet Index
- Typical and non-standard cross sections
- Overall project layout
- Survey control map
- Horizontal Alignment Data
- Drainage area map with hydraulic calculations
- Plan and profile sheets
- Traffic control plan
- Storm Water Pollution Prevention Plan
- Cross Sections
- Specification Table of Contents
- Construction Cost Estimate

Three copies of the 70 percent submittal will be required for County review, and drawings can be submitted on 11-inch by 17-inch sheets. A digital copy in Adobe Acrobat format (PDF) of the drawings, specifications and estimate will also be required.

Pre-Final (95%) Design Submittal Deliverables:

The 95 percent submittal should be considered complete with 95% interim seal, and shall include all the 70 percent requirements plus the following:

- General notes sheet
- Verify earthwork quantities with cross sections at 100-foot intervals
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
- Driveway grading summary and detail sheet
- Standard construction details
- Project manual (specification table of contents, any special specifications, or conditions; bid form and contract documents excluded)
- Responses to 70 percent comments

Physical submittal requirements are the same as for the 70 percent submittal.

Final (100%) Submittal Deliverables:

The 100 percent design submittal shall consist of responses to 95 percent comments, one sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications, and estimate.

3. ADDITIONAL SCOPE OF SERVICES

The following Additional Services will be performed when authorized by the County, on a specified rate basis.

3.1 PROPOSED PARCEL DOCUMENTS

The ENGINEER shall:

- 3.1.1 Prepare Parcel Plats and Descriptions (for up to 2 potential detention pond sites).
 - a. Acquire limited title certificates from a professional abstractor for ownership names, deeds and easement recording information of the sites.
 - b. Survey up to three pre-defined parcels.
 - c. Provide topographic elevations of natural ground at 50-foot intervals.
 - d. Prepare a metes-and-bounds description suitable for acquisition of each parcel.
 - e. Prepare a Category 1A Condition II Land Title Survey of each parcel.
 - f. Deliverables of the surveys and descriptions shall be provided in PDF format.
- 3.1.2 Prepare Parcel Plats and Descriptions (for up to 29 Parcels along Vacek Rd).
 - a. Prepare individual Parcel Plats for the additional Right-of-Way parcels.
 - b. Prepare metes and bounds descriptions for the additional Right-of-Way parcel.
 - c. Deliverables of the surveys and descriptions shall be provided in PDF format
 - d. Stake the right-of-way line at all intersecting property lines.

3.2 GEOTECHNICAL INVESTIGATION (for up to 2 detention pond sites)

- 3.2.1 Detention pond cores estimated maximum of 4, to a depth of 15 feet, each
- 3.2.2 Laboratory testing will be performed to determine soil classifications and stability parameters.
- 3.2.3 An Engineering analysis and report, prepared by a Licensed Professional Engineer, will be submitted upon completion of the field work, and include recommended side slope gradients, permeability recommendations, stability analysis as required, and erosion control guidelines.

3.3 PRE-CONSTRUCTION PHASE SERVICES

The ENGINEER shall perform the following, as requested by the County:

A. Survey Updates:

- 3.3.1 Stake project right-of-way for utility relocation control, as needed.
- 3.3.2 Refresh the survey control for commencement of construction, as needed.

3.4 ADDITIONAL PROJECT MANAGEMENT & COORDINATION

- 3.4.1 Provide coordination and review of proposed parcel and description documents.
- 3.4.2 Provide coordination and review of additional geotechnical investigation and report.
- 3.4.3 Provide coordination for survey updates, as needed.

3.5 ENVIRONMENTAL SITE ASSESSMENT

- 3.5.1 An Environmental Site Assessment is not anticipated. If requested by the County, this task may be added by contract amendment.

4. SERVICES TO BE PROVIDED BY THE COUNTY

The County, or its agent via separate contract, will provide the following items and services including, but not limited to:

- 4.1 Preliminary wetlands investigation, or other required environmental studies. Notification of the ENGINEER, if additional mitigating efforts or requirements will be required.
- 4.2 Project notification to the Texas Historical Commission, if required.
- 4.3 Secure permits from governing agencies, if required.
- 4.4 Assist the Design Consultant in identifying major utilities and providing contact information for various utilities as needed.
- 4.5 Coordinate directly with utility companies to facilitate utility adjustments required by the proposed improvements.

EXHIBIT B
SUMMARY OF COMPENSATION FOR PROFESSIONAL SERVICES
METHOD OF PAYMENT: LUMP SUM

PRIME PROVIDER NAME: CP&Y, INC.
PROJECT NAME: VACEK ROAD

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	SR. CADD/ DESIGNER	GRADUATE ENGINEER (EIT)	CADD/ DESIGNER	CLERICAL/ ADMIN	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET	COST PER TASK
2. BASE SCOPE OF DESIGN PHASE SERVICES											
2.1 PROJECT MANAGEMENT											
2.1.1 COORDINATE W/ COUNTY PM, & MANAGE STAFF	48	36					12	96	N/A		\$16,140.00
2.1.2 ATTEND PROGRESS MEETINGS	16	16						32	N/A		\$5,712.00
2.1.3 COORDINATE W/ AGENCIES & PROPERTY OWNERS	40	40						80	N/A		\$14,280.00
2.1.4 COORDINATE W/ SUBS	36	30						66	N/A		\$11,874.00
2.1.5 QA/QC	40	40					8	88	N/A		\$14,920.00
2.1.6 ADDRESS COMMENTS	4	12	30		36			82	N/A		\$11,402.00
2.2 PRELIMINARY DESIGN											
2.2.1 PROJECT SURVEYING	LUMP SUM - DETAIL PROVIDED UNDER SEPARATE PROPOSAL - SEE EXHIBIT C										\$113,995.00
a. DEED RESEARCH											
b. ABSTRACT MAP											
c. RIGHT OF ENTRY											
d. PROJECT CONTROL											
e. TOPOGRAPHIC SURVEY											
f. UTILITY RESEARCH											
g. LOCATION OF SOIL BORINGS											
h. OFFSITE DRAINAGE SURVEY (CHANNEL SECTIONS)											
i. PREPARE RIGHT-OF-WAY MAP											
2.2.2 GEOTECHNICAL INVESTIGATION	LUMP SUM - DETAIL PROVIDED UNDER SEPARATE PROPOSAL - SEE EXHIBIT D										\$15,000.00
a. ROADWAY DRILLING AND SAMPLING (13 @ 10-FT EA)											
b. LABORATORY TESTING											
c. ENGINEERING ANALYSIS & GEOTECHNICAL REPORT											
2.2.3 PRELIMINARY DRAINAGE ANALYSIS & REPORT											
a. EXISTING HYDROLOGIC ANALYSIS		4	8		16			28	N/A		\$3,764.00
b. PROPOSED HYDROLOGIC ANALYSIS		6	10	16	20			52	N/A		\$7,044.00
c. EXISTING HYDRAULIC ANALYSIS		12	24		48			84	N/A		\$11,292.00
d. PROPOSED HYDRAULIC ANALYSIS		24	48		92			164	N/A		\$22,084.00
e. MODIFY HYDRAULIC ANALYSIS		6	12		12			30	N/A		\$4,146.00
f. PRELIM DETENTION POND LAYOUTS (UP TO 2)		2	2		4	8		16	2	8	\$2,080.00
g. DRAFT H&H MEMO	2	10	30		48			90	N/A		\$12,188.00
2.2.4 PRELIM GEOMETRIC LAYOUT (30% DESIGN)											
a. DEVELOP ALTERNATIVE ALIGNMENTS (UP TO 2)		4	12		16	24		56	N/A		\$7,248.00
b. PRELIMINARY ALIGNMENT MEETING	4	4						8	N/A		\$1,428.00
c. PRELIMINARY 30% PLAN & PROFILE SHEETS	8	16	32	32	72	80		240	16	15	\$31,720.00
d. PRELIMINARY ROADWAY TYPICAL SECTIONS		2	4		6	8		20	2	10	\$2,608.00
e. CONCEPTUAL CONSTRUCTION PHASING (TYPICAL SECTION)		2	4		8	16		30	2	15	\$3,834.00
f. PRELIMINARY ENGINEERING REPORT (PER)	6	12	36		60			114	N/A		\$15,624.00

EXHIBIT B
SUMMARY OF COMPENSATION FOR PROFESSIONAL SERVICES
METHOD OF PAYMENT: LUMP SUM

PRIME PROVIDER NAME: CP&Y, INC.
PROJECT NAME: VACEK ROAD

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	SR. CADD/ DESIGNER	GRADUATE ENGINEER (EIT)	CADD/ DESIGNER	CLERICAL/ ADMIN	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET	COST PER TASK
g. PER 30% REVIEW MEETING	4	4						8	N/A		\$1,428.00
2.3 UTILITY COORDINATION											
2.3.1 RECORDS RESEARCH & SITE VISITS			8		12			20	N/A		\$2,612.00
2.3.2 SUBMIT REQUESTS TO UTIL CO'S			1		6		1	8	N/A		\$969.00
2.3.3 DEPICT UTILITIES ON PLANS			2	2	6	8		18	N/A		\$2,276.00
2.3.4 UTILITY CONFLICT TABLE			4		8			12	N/A		\$1,556.00
2.3.5 SUBMIT MILESTONE DRAWINGS TO UTILITIES					6		8	14	N/A		\$1,390.00
2.3.6 MUNICIPAL UTILITY ADJUSTMENT DETAILS			4		8			12	N/A		\$1,556.00
2.4 FINAL DESIGN											
2.4.1 TRAFFIC CONTROL PLANS (1"=100' SCALE)	8	24	24	64	80	120		320	16	20	\$42,144.00
2.4.2 SW3P PLANS (1"=100' SCALE)	2	6	12	24	36	40		120	8	15	\$15,678.00
2.4.3 MISCELLANEOUS PLANS & DETAILS	2	8	12	24	48	60		154	30	5	\$19,944.00
2.4.4 TYPICAL SECTIONS	2		4		6	8		20	2	10	\$2,670.00
2.4.5 DRAINAGE PLANS	4	20	32	32	64	48		200	10	20	\$26,692.00
2.4.6 ROADWAY PLANS & PROFILE (1"=40'H; 1"=4'V SCALE)	8	16		36	36	64		160	16	10	\$21,364.00
2.4.7 CROSS SECTIONS & EARTHWORK			20		80	60		160	N/A		\$20,100.00
2.4.7 CONSTRUCTION COST ESTIMATE	2	6	8		24			40	N/A		\$5,478.00
2.4.8 SPECIFICATIONS	2	6	8		24			40	N/A		\$5,478.00
2.2.7 EXPENSES											\$738.00
HOURS SUB-TOTALS	238	368	391	230	882	544	29	2682	104		
CONTRACT RATE PER HOUR	\$194.00	\$163.00	\$139.00	\$136.00	\$125.00	\$122.00	\$80.00				
TOTAL LABOR COSTS	\$46,172.00	\$59,984.00	\$54,349.00	\$31,280.00	\$110,250.00	\$66,368.00	\$2,320.00	\$370,723.00			
TOTAL BASE SCOPE OF DESIGN PHASE SERVICES											\$500,456.00

EXHIBIT B
SUMMARY OF COMPENSATION FOR PROFESSIONAL SERVICES
METHOD OF PAYMENT: SPECIFIED RATE

PRIME PROVIDER NAME: CP&Y, INC.
PROJECT NAME: VACEK ROAD

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	SR. CADD/ DESIGNER	GRADUATE ENGINEER (EIT)	CADD/ DESIGNER	CLERICAL/ ADMIN	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET	COST PER TASK
3. ADDITIONAL SCOPE OF SERVICES											
3.1 PROPOSED PARCEL DOCUMENTS	DETAILS PROVIDED UNDER SEPARATE PROPOSAL - SEE EXHIBIT C										
3.1.1 PROP PARCEL AND DESC - POND (2 PARCEL @ \$3,380.00 EA)											\$6,760.00
3.1.2 PROP PARCEL AND DESC - RDWY (29 PARCEL @ \$1,929.65 EA)											\$55,960.00
3.2 GEOTECHNICAL INVESTIGATION (POND SITES)	DETAILS PROVIDED UNDER SEPARATE PROPOSAL - SEE EXHIBIT D										
3.2.1 POND DRILLING AND SAMPLING (4 @ 15-FT EA)											\$2,690.00
3.2.2 LABORATORY TESTING											\$1,395.00
3.2.3 ENGINEERING ANALYSIS & GEOTECHNICAL REPORT											\$2,315.00
3.3 PRE-CONSTRUCTION PHASE SERVICES											
A. SURVEY UPDATES	DETAILS PROVIDED UNDER SEPARATE PROPOSAL - SEE EXHIBIT C										
3.3.1 STAKE PROJECT ROW FOR UTILITY RELOCATION (AS NEEDED)											\$4,445.00
3.3.2 REFRESH SURVEY CONTROLS FOR CONSTRUCTION (AS NEEDED)											\$1,970.00
3.4. ADDITIONAL PROJECT MANAGEMENT											
3.4.1 COORDINATE & REVIEW PROPOSED PARCEL & DESC DOCUMENTS	6	32					2	40	N/A		\$6,540.00
3.4.2 COORDINATE ADDITIONAL GEOTECHNICAL INVESTIGATION	1	2					1	4	N/A		\$600.00
3.4.3 COORDINATE SUBS SURVEY UPDATES (PRE-CONSTRUCTION)	1	2					1	4	N/A		\$600.00
HOURS SUB-TOTALS	8	36	0	0	0	0	4	48			
CONTRACT RATE PER HOUR	\$194.00	\$163.00	\$139.00	\$136.00	\$125.00	\$122.00	\$80.00				
TOTAL LABOR COSTS	\$1,552.00	\$5,868.00	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$7,740.00			
TOTAL MAXIMUM ESTIMATED ADDITIONAL SERVICES											\$83,275.00

TEJAS SURVEYING, INC.

*Firm No. 10031300
1810 First Oaks St., Suite 220
Richmond, TX 77406-1666*

EXHIBIT C

March 31, 2021

Mr. Marcel Strachan, PE
CP&Y
Texas First Bank Building
11757 Katy Freeway, Suite 1540
Houston, Texas 77079

Re: Fort Bend County Mobility Projects – Pct 1 – 20111 **Vacek Road**

Dear Marcel:

In connection with the design of Fort Bend County Mobility Project: Vacek Road - from Fairchild Road to Boothline Road, we hereby propose to provide the following surveying services in accordance with the Fort Bend County August 2020 Engineering Design Manual for this route survey, and as further described in the attached revised Exhibit "C" Surveying & Mapping Scope, and as itemized in the attached revised Exhibit "C" Surveying & Mapping Budget, for an amount not to exceed ONE HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS (\$183,130.00).

In addition to the basic services there is also provisional services described in the attachment for the development of the right-of-way map and parcel acquisition documents, which are based on a per parcel price, if needed.

Please allow approximately 50 days for the collection of data and preparation of first phase deliverables, once we have received notice to proceed. The second phase would be completed within 90 days of authorization to proceed with those tasks. Payment for services rendered shall be due and payable monthly, based on percentage of completion as invoiced for services rendered, within 10 days of receipt of payment from Fort Bend County for same. Tejas Surveying, Inc would like to be apprised of the billing to Fort Bend County when surveying expenses are included.

Respectfully submitted:

Randy S. McClendon, RPLS

EXHIBIT "C"
PRECINCT 1 MOBILITY PROJECT 20111
VACEK ROAD
SURVEYING & MAPPING SCOPE
March 31, 2021

DEED RESEARCH

- ◆ Research Ownership & Subdivision Plats on the Tax Maps.
- ◆ Acquire limited title certificates from a professional abstractor for ownership names, deeds and easement recording information.
- ◆ Establish the existing Right-of-Way of Vacek Road.
- ◆ Establish the existing Right-of-Way of Intersecting Roads.

ABSTRACT MAP

- ◆ Plot deeds and easements to identify ownership, dedicated rights-of-way, easements, and monumentation called for.

RIGHT OF ENTRY

- ◆ Prepare a request for right-of-entry and notification to property owner of the proposed commencement of work.
- ◆ Mail requests to the taxpayer's address, or grantor's address in deed when appropriate, and hand deliver where possible.

PROJECT CONTROL

- ◆ Horizontal and vertical control will be established at intervals prescribed in the Fort Bend County Design Manual for Mobility Projects, with inter visibility, not to exceed 1000 foot spacing.
- ◆ Horizontal control will be established on site based upon GPS observation utilizing the Leica RTN and Opus Static confirmation reports from NGS.
- ◆ Horizontal control will be based on Texas Coordinate System of 1983, South Central Zone.
- ◆ Vertical control will be established by GPS static observation and OPUS solutions for NAVD 1988' and verified with available NGS benchmarks.
- ◆ High order level loops will be utilized to refine vertical control.
- ◆ Prepare overall Survey Control Layout Sheet and Control Recovery Sheets.

TOPOGRAPHIC ROUTE SURVEY

- ◆ Cross-sections will be taken at intervals not to exceed 100 feet, and at any grade breaks for the proposed right-of-way plus a minimum of 20 additional feet.
- ◆ Texas 811 (One Call) will be notified 48 hours in advance of the commencement of topographic surveying.

- ◆ Any utility markings provided by the One Call Utility Locators will be collected and a reasonable interpretation made.
- ◆ All visible and apparent utilities will be located.
- ◆ All manholes elevations, culverts, flowlines and invert elevations will be located and detailed where accessible.
- ◆ Subsurface utility exploration to determine exact locations and depths of lines not otherwise accessible by manholes or inlets is specifically excluded from the scope of work.
- ◆ Any structures within 100 feet of the current centerline of the road will be generally located.
- ◆ The surveying will not extend into fenced backyards of the subdivision lots to the north of Vacek Road.
- ◆ The route survey shall also extend 200 feet along the intersecting streets and on both the east and west ends of the project.
- ◆ The project baseline shall be staked at its beginning, end, street intersections, angle points, even 1000-foot stations, and at the beginning and end of curves.
- ◆ The project deliverables shall be a Microstation 2d .dgn planimetric file at 1" = 20" scale, and a 3d .dgn file of the TIN triangles including grade breaklines, an ASCII xyz point file for the TIN development, the Geopak file and .dat file, a list of survey point descriptions utilized, and 0.5 foot contours for QA/QC upon request.

UTILITY RESEARCH

- ◆ A request for gas and electric maps will be submitted to CenterPoint Energy.
- ◆ A request for communication base maps will be submitted to AT&T.
- ◆ A request for municipal utility construction plans will be submitted to the Village of Fairchild.

LOCATION OF SOIL BORINGS

- ◆ Stake the location of the proposed bore locations using latitude and longitude coordinates provided by the soils consultant.
- ◆ Record the location and elevation of the borings after drilling.

OFFSITE DRAINAGE SURVEY

- ◆ Channel cross sections will be taken along FCDDD II-B 10A at ten (10) prescribed locations within 500 feet upstream and 100 feet downstream of Boothline Road.

OFFSITE DETENTION PONDS (Up to 2 Sites as additional services – as authorized)

- ◆ Acquire limited title certificates from a professional abstractor for ownership names, deeds and easement recording information of the sites.
- ◆ Survey up to two pre-defined parcels (near Fairchild & Boothline).
- ◆ Provide topographic elevations of natural ground at 50-foot intervals.
- ◆ Prepare a metes and bounds description suitable for acquisition of each parcel.
- ◆ Prepare a Category 1A Condition II Land Title Survey of each parcel.
- ◆ Deliverables of the surveys and descriptions shall be provided in PDF format.

RIGHT-OF-WAY MAP

- ◆ Prepare an overall project map showing existing and proposed right-of-way. Based on the approved PER report.
- ◆ Deliverables of the right-of-way map shall be provided in Microstation 2d .dgn file format and PDF format.
- ◆ Stake the proposed right-of-way at all PC, PT and Angle Points, and at 1500-foot stations.

PARCEL PLATS AND DESCRIPTIONS

- ◆ Prepare individual Parcel Plats for the additional Right-of-Way parcels.
- ◆ Prepare metes and bounds descriptions for the additional Right-of-Way parcel.
- ◆ Deliverables of the surveys and descriptions shall be provided in PDF format
- ◆ Stake the right-of-way line at all intersecting property lines.

PRE - CONSTRUCTION ACTIVITIES

- ◆ Stake project right-of-way for utility relocation control, if needed.
- ◆ Refresh the survey control for commencement of construction, if needed.

EXHIBIT "C"
PRECINCT 1 MOBILITY PROJECT 20111
VACEK ROAD
SURVEYING & MAPPING BUDGET
March 31, 2021

ESTIMATED PROJECT QUANTITIES

Linear feet of Road	6,320
Intersecting Streets	8
Parcels to Abstract	35
Right-of-Way Parcels	29
Offsite Tracts (Detention)	2
Soil Borings (13 roadway 6 pond sites)	19

BASE SCOPE SERVICES (LUMP SUM)

PHASE ONE ACTIVITIES

DEED RESEARCH (35 Parcels)-	\$ 13,380
ABSTRACT MAP	\$ 10,675
RIGHT OF ENTRY	\$ 1,520
PROJECT CONTROL	\$ 11,075
TOPOGRAPHIC ROUTE SURVEY	\$ 48,265
UTILITY RESEARCH	\$ 1,695
LOCATION OF SOIL BORINGS (\$900 X 4 trips)	\$ 5,390
OFFSITE DRAINAGE CHANNEL SECTIONS	\$ 3,580

PHASE TWO ACTIVITIES

RIGHT-OF-WAY MAP	\$ 18,415
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ADDITIONAL SCOPE SERVICES – AS AUTHORIZED

PHASE THREE ACTIVITIES

OFFSITE DETENTION PONDS (2 @ \$3,380)	\$ 6,760
PARCEL PLATS AND DESCRIPTIONS (29@\$1,929.65)	\$ 55,960

PHASE FOUR ACTIVITIES (PRE-CONSTRUCTION)

STAKE PROJECT ROW	\$ 4,445
REFRESH SURVEY CONTROLS	\$ 1,970

SUMMARY OF SURVEYING COST

BASE SCOPE OF SERVICES	\$ 113,995
ADDITIONAL SCOPE OF SERVICES	\$ 69,135

TOTAL = \$183,130

**EXHIBIT C
SUMMARY OF COMPENSATION FOR PROFESSIONAL SERVICES
SURVEYING & MAPPING SERVICES BUDGET**

SUB PROVIDER NAME: TEJAS SURVEYING, INC.
PROJECT NAME: VACEK ROAD

TASK DESCRIPTION	2 MAN FIELD CREW	PARTY CHIEF & VEHICLE	ABSTRACTING	SUVEY/ TECH	CAD	LIASON	SUPERVISION	RPLS	PRINCIPLE	TOTAL LABOR HRS. & COSTS	COST PER TASK
BASE SCOPE OF SERVICES (LUMP SUM)											
PHASE 1 ACTIVITIES											
Deed Research			105			8	5		10	128	\$13,380.00
Abstract Map				35	70		5	5		115	\$10,675.00
Right of Entry		7		5		2	2			16	\$1,520.00
Project Control	45			16			8	8	1	78	\$11,075.00
Topographic Route Survey	162			40	105	8	8	35	8	366	\$48,265.00
Utility Research				5	5	4	2	1		17	\$1,695.00
Location of Soil Borings	24			8		4		2		38	\$5,390.00
Offsite Drainage Survey	8			4	8	4	2	2	1	29	\$3,580.00
PHASE 2 ACTIVITIES											
Right-of-Way Maps	24	8	12	24	48	8	8	29	2	163	\$18,415.00
TOTAL - BASE SCOPE OF SERVICES (LUMP SUM)											\$113,995.00
ADDITIONAL SCOPE OF SERVICES - AS AUTHORIZED											
PHASE 3 ACTIVITIES											
Offsite Detention Pond Plats and Descriptions (up to 2)	20		6	7	12	2	2	2	2	53	\$6,760.00
Parcel Plats and Descriptions (up to 29 Parcels)	87	10	5	87	145	29	29	87	5	484	\$55,960.00
PHASE 4 ACTIVITIES (PRE-CONSTRUCTION)											
Stake Project Centerline for Utility Relocations	16			6		4	4	1	1	32	\$4,445.00
Refresh Survey Controls for commencement of construction	8			2		2			1	13	\$1,970.00
TOTAL - ADDITIONAL SCOPE OF SERVICES											\$69,135.00
HOURS SUB-TOTALS	394	25	128	239	393	75	75	172	31	1532	
CONTRACT RATE PER HOUR	\$165.00	\$90.00	\$90.00	\$90.00	\$90.00	\$110.00	\$110.00	\$135.00	\$250.00		
TOTAL LABOR COSTS	\$65,010.00	\$2,250.00	\$11,520.00	\$21,510.00	\$35,370.00	\$8,250.00	\$8,250.00	\$23,220.00	\$7,750.00	\$183,130.00	
TOTAL MAXIMUM ESTIMATED ADDITIONAL SERVICES											\$183,130.00

EXHIBIT "D"

Proposal No. PHA21-036-00
April 5, 2021

Mr. Marcel Strahan, P.E., Associate
CP&Y, Inc.
Texas First Bank Building
11757 Katy Freeway, Suite 1540
Houston, TX 77079

**RE: Revised Proposal for Geotechnical Engineering Services
Vacek Road Improvements – Fort Bend County 2020 Mobility Bond Program
From Fairchilds Road to Boothline Road
City of Fairchilds, Fort Bend County, Texas**

Dear Mr. Strahan:

Raba Kistner Consultants, Inc. (RKCI) is thankful for having been selected as a member of the project's design team to provide Geotechnical Engineering Services to CP&Y, Inc. (CLIENT) for the above-referenced project. As such, **RKCI** is pleased to submit this revised proposal to CLIENT for the services described herein. The broad objectives of our study will be to explore subsurface conditions within the limits of the subject project and to provide recommendations for the widening of the existing Vacek Road. Described in this letter are:

- our understanding of pertinent project characteristics.
- our proposed scope for field and laboratory study.
- our proposed scope for engineering evaluation and reporting.
- our tentative project schedule.
- our lump sum study fee.

Project Description

The proposed improvements to Vacek Road in City of Fairchilds, Texas will consist of approximately 6,330 linear feet of new pavement which will connect from Fairchilds Road to Boothline Road. We understand the existing 21-ft wide roadway will be widened to two 12-ft asphalt lanes with 6-ft shoulder on each side within a proposed 80-ft ROW.

Additional services could include a geotechnical investigation for possibly two (2) new detention ponds. The proposed detention ponds would be located near Fairchild Road, Vojt Road, and Boothline Road. Each pond is approximately one-half acre in surface area with a maximum depth of 5 feet. The work scope and fee for this additional study is broken out separately in this proposal.



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Field Study

Based on the project alignment provided by CLIENT, we propose to drill thirteen (13) 10-ft deep borings spaced at approximately 500-ft intervals along the proposed roadway alignment. A total of 130 vertical feet will be drilled. The field exploration will be in accordance with Chapter 8 – *Geotechnical Investigations* of the Fort Bend County Engineering Department *Engineering Design Manual*, August 2020 Edition.

Additional Services – We propose to drill four (4) 15-ft deep each borings, two for each detention pond, in order to evaluate subsurface conditions.

RKCI will perform the necessary One-Call notifications prior to beginning the field drilling activities. The borings will be located in the field using recreational grade GPS and by pacing distances using a measuring wheel. Our scope of services and cost do not include surveying of the boring locations. However, RKCI recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

Flaggers and traffic cones will be used to direct traffic safely around the drilling and support vehicles and crew. Prior to drilling, the existing pavement will be cored to measure the existing pavement thickness. The subject site soils will be sampled at continual 2-ft and 1-ft intervals to the aforementioned boring completion depths. Cohesive subsurface soils will be sampled with a 3-in diameter, thin-walled tube (ASTM D 1587). Granular soils will be sampled with a split-barrel sampler while performing Standard Penetration Test (ASTM D 1586). Representative portions of the recovered soil samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Water level readings will be obtained in the open boreholes during drilling and at drilling completion. If free water is encountered during drilling, drilling activities will be interrupted and water level measurements will be recorded in the open borehole at 5 minute intervals over a 15 minute time period. The core holes in the pavement will then be sealed with bitumen.

Laboratory Testing

Upon completion of the subsurface exploration, a general testing program will be designed to define the moisture condition, classification, strength, and shrink/swell characteristics of the subsurface soil samples. The laboratory testing program is anticipated to include moisture content determinations, Atterberg Limits, percent passing No. 200 sieve, grain size analyses, unit dry weights, and unconfined compression. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards and samples will be kept for 30 days upon submittal of the final report. For pavement design analysis, the California Bearing Ratio (CBR) will be assumed based on the classification of the subgrade soils to estimate their strength characteristics.

Geologic Fault Review

RKCI will conduct a desktop fault study of the proposed roadway alignment to determine if there is an active surface fault that crosses the new roadway extension. RKCI will review available fault maps and geologic literature, followed by a site visit to identify any visual potential fault scarp. A Phase I Geologic Fault Study will be recommended if potential fault activity is suspected.

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Engineering Analyses and Report

The results of the field and laboratory studies will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a draft geotechnical report which will be finalized after we receive CLIENT comments. The geotechnical report will include the following information:

- A summary of the field exploration and laboratory testing programs.
- Boring logs and laboratory testing results.
- Subsurface stratigraphy and groundwater conditions.
- Existing pavement section thickness.
- Results of our desktop fault review.
- Pavement subgrade preparation and pavement design in accordance with AASHTO standards for roads and Fort Bend County Guidelines.
- Recommendations for transitioning from asphalt to concrete pavement at entrance to new residential development.
- Bedding and backfill for new culverts at entrance to new residential development.

Tentative Project Schedule

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within five working days of receiving written authorization to proceed, provided the site is accessible to our buggy-mounted drill rigs and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site (if any). The field exploration and laboratory testing phases of the study are expected to take approximately five working days to complete. The engineering report will be submitted within an additional five working days following completion of laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

Engineering Analyses and Report – Additional Services

The geotechnical report will include the following information:

- A summary of the field exploration and laboratory testing programs.
- Boring logs and laboratory testing results.
- Subsurface stratigraphy and groundwater conditions.
- Recommended side slope gradient (slope stability analyses are not required for pond depths equal to or less than 5 feet).
- Erosion control guidelines.

Our analyses will comply with the applicable requirements in the Fort Bend County *Engineering Design Manual*, adopted August 2020. One digital copy of the final geotechnical report will be provided.

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Tentative Project Schedule – Additional Services

The field exploration phase of this study can begin immediately following completion of the roadway borings, provided that the sites are accessible to our all-terrain buggy-mounted drill rigs and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site (if any). The field exploration and laboratory testing phases will require approximately 10 working days to complete. The engineering report will be submitted within an additional 5 working days following completion of the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

Lump Sum Cost

The total lump sum cost for the study outlined herein is \$15,000. The lump sum fee to conduct the study for Additional Services is \$6,400. The cost breakdown for both studies is as follows:

Item	Cost	Cost for Additional Services
Drilling and Sampling	\$7,305	\$2,690
Laboratory Testing	\$3,435	\$1,395
Engineering Analysis and Report	\$4,260	\$2,315
Total	\$15,000	\$6,400

Should unusual subsurface conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RKCI has been provided the project limits of the project roadway alignment and the draft work scope by the CLIENT. It is our understanding that access to all boring locations for a truck-mounted drilling rig will be provided by the CLIENT prior to our field exploration services.

Historically, the cost of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete.

It should also be noted that our study scope (and project cost) includes professional time or travel expenses for participation in two design team meetings. RKCI has allocated 4 hours engineering time for a senior geotechnical engineer to attend project meetings with CLIENT and/or Fort Bend Engineering Department.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

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<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.



John D. Brown, P.E.
Manager, Geotechnical Services



Phu T. Tran, P.E.
Project Engineer

PT/JDB/dar
Attachments
Copies Submitted: Above (1-electronic)



STANDARD TERMS AND CONDITIONS

1. Definitions.

1.1 RK. Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 CLIENT. Person, entity or organization for which RK is rendering services regarding the Project.

1.3 PROJECT. The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 CONTRACTOR. Person, entity or organization providing construction services, including labor and material for the Project.

1.5 SERVICES. The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 AGREEMENT. RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. SERVICES. RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. INFORMATION PROVIDED BY CLIENT. CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the

size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. SITE ACCESS AND SITE SAFETY. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. SUBSURFACE EXPLORATIONS. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. TESTING AND OBSERVATIONS. CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans,

specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement

are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and

expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF**

SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.

21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.

22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of

the project.

23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

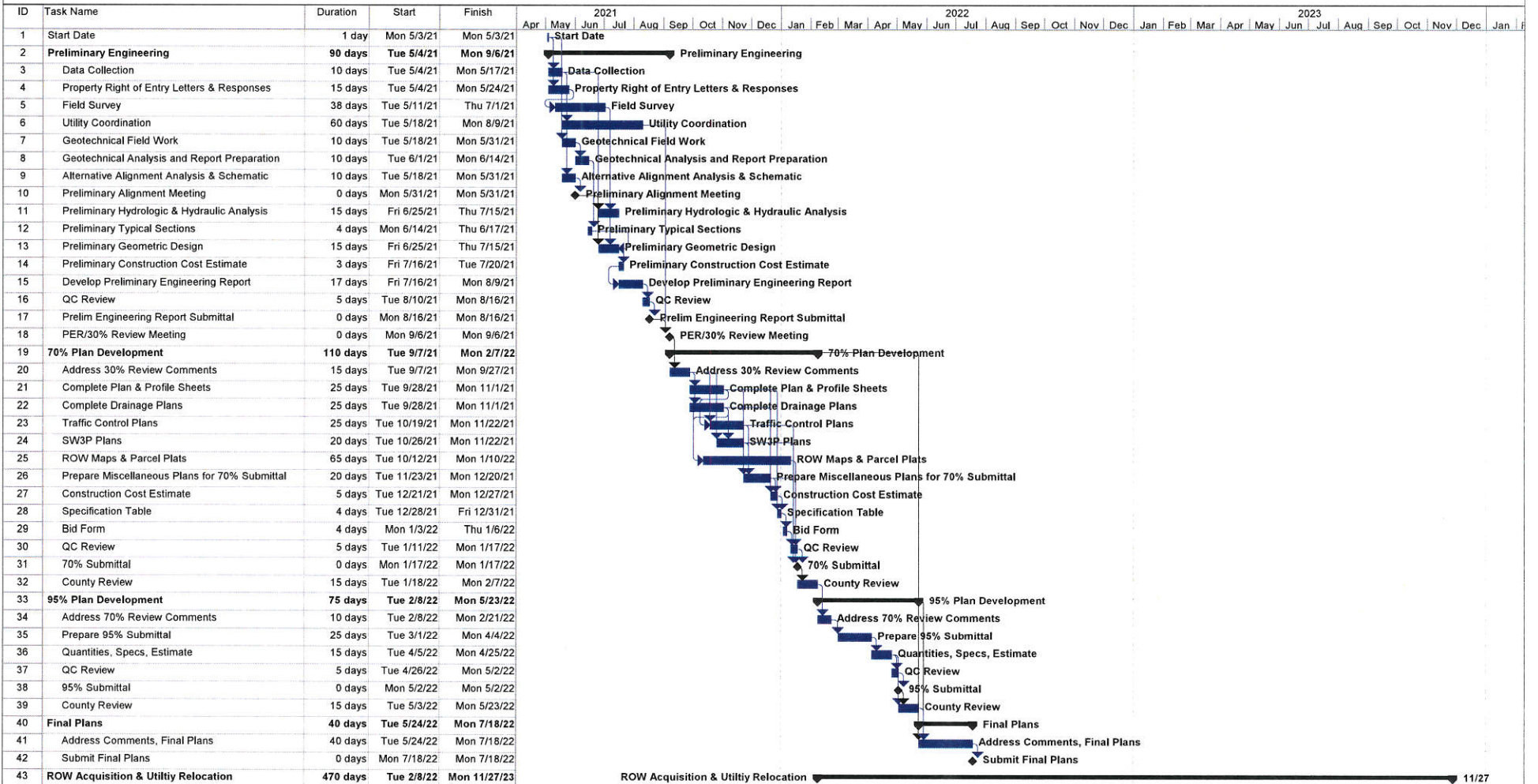
Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

CP&Y Inc.
Dallas, TX United States

Certificate Number:
2021-741962

Date Filed:
04/22/2021

Date Acknowledged:
05/04/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Improvements to Vacek Road
Professional Services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Roohms, JJ	Austin, TX United States	X	
	Boswell, Jeremy	Dallas, TX United States	X	
	Hays, David	Dallas, TX United States	X	
	Vergara, Marisa	San Antonio, TX United States	X	
	Patel, Pete	Dallas, TX United States	X	
	Mendoza, Fabian	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)