

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 McDonough Engineering Corporation, (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 Tamarron Crossing under 2020 Mobility Bond Project No. 20304 (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 29, 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.

### **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 two hundred ninety-three thousand eight hundred twenty dollars and no/100 (\$293,820.00) 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 two hundred ninety-three thousand eight hundred twenty dollars and no/100 (\$293,820.00) 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 two hundred ninety-three thousand eight hundred twenty dollars and no/100 (\$293,820.00).

### **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, 2025. 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, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: McDonough Engineering Corporation  
5625 Schumacher Lane  
Houston, Texas 77057

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

MCDONOUGH ENGINEERING CORPORATION

KP George  
KP George, County Judge  
County Judge KP George

Ranney McDonough  
Authorized Agent – Signature

6.22.2021  
Date



ATTEST:

RANNEY MCDONOUGH  
Authorized Agent – Printed Name

Pres  
Title

Laura Richard  
Laura Richard, County Clerk

6-01-21  
Date

APPROVED:

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer  
Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 293,820.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



McDONOUGH ENGINEERING CORPORATION  
Civil Engineers

**EXHIBIT "A" SCOPE OF SERVICES**

April 29, 2021

Schaumburg & Polk, Inc.  
Mark C. Dessens, P.E.  
11767 Katy Freeway, Suite 900  
Houston, TX 77079

RE: Proposal for Professional Engineering Services  
Tamarron Crossing: From Tamarron Trace to FM 1463  
Precinct 3  
Fort Bend County  
FBC Project No. 20304  
MEC Project No. 21030

**EXISTING CONDITIONS**

The existing 4,200 LF road consists of one half of a concrete boulevard roadway with storm sewer. The project right-of-way is currently 100+/- feet wide with the anticipation that no additional right-of-way will be required for this project. The project does not appear to be located in the 100-year or 500-year floodplains based on the current published FEMA maps, 48157C0105L revised 4/2/2014.

**PROPOSED SCOPE**

McDonough Engineering Corporation's (MEC) scope for the 4,200 LF road includes the preliminary phase, final design phase, and bid and construction phase engineering services to develop the project PS&E package for the construction of the remaining 2-lane concrete boulevard section with storm sewer.

Based on our scoping discussions with Schaumburg & Polk, Inc. (SPI), MEC was advised that a drainage study for the proposed road is not available, and that no stormwater detention will be required for this project, as any requirements for stormwater detention have been addressed with the construction of the previous phase. MEC will review the drainage calculations provided in the Construction Plans for Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances for Tamarron Crossing Section 3 & 4 prepared by LJA dated 10/23/18 to ensure the previously constructed storm sewer trunk size and leads were sized to accommodate the proposed boulevard half section. No drainage study or further analysis is anticipated.

The geotechnical report will be prepared in accordance with the draft Fort Bend County Engineering Department Engineering Design Manual. Please see attached geotechnical scope prepared by Terracon.

It is our understanding that any required environmental services will be provided by an independent consultant, not included in this proposal. A stormwater pollution prevention report is not included in this proposal.

Based on our scoping discussions, no signal warrant study shall be included in this scope of work for the Tamarron Trace and Tamarron Crossing intersection.

The project schedule will comply with the recommended timeline for projects provided at the December 15, 2020 Consultants Meeting for the 2020 Mobility Bond Program.

## **BASIC SERVICES**

Basic services will generally follow the draft Fort Bend County Engineering Department Engineering Design Manual dated August 2020.

### **Preliminary Design Phase**

MEC will prepare a study report documenting the project scope, findings and recommendations for the final design phase that will include a roadway schematic, discussion of storm sewer analysis, and geotechnical report.

#### **Utilities**

Research and obtain record documents for all known existing utilities within the road ROW. MEC will prepare a utility conflict table and update it during the final design phase as needed. MEC will submit milestone-level drawings to the applicable utility companies for their review. It is understood that the county and/or the project management consultant will contact and coordinate all utility adjustments.

#### **Surveying**

The following surveying services are included in this proposal and further described in the attached proposal from Tejas Surveying, Inc:

- Topographic Survey
- Location of Soils Borings
- Survey Control Map
- Construction Phase Survey

#### **Geotechnical**

Provide a geotechnical report in accordance with the current Fort Bend County criteria. A total of nine (9) soil borings at 10' depth, will be drilled for the proposed road. The geotechnical report will include a description of subsurface conditions, groundwater levels observed during drilling, boring logs and pavement design guidelines. See attached proposal by Terracon for additional details.

### **Final Design Phase**

MEC will proceed with completion of the PS&E for 70%, 95%, and 100% submittals to SPI. MEC will address comments presented in the Preliminary Design Phase review meeting, and address and/or provide responses to 70% and 95% comments.

It is anticipated that the 70% and 95% submittals shall include cover sheet, typical and non-standard cross-sections, overall project layout, survey control map, plan and profile sheets, traffic control plan, detail sheets for non-standard project items, storm water pollution prevention plan, specification table of contents, and bid form with estimated unit and total costs. The 70% submittal will be electronically submitted for County review in 11"x17" sheets via PDFs of the drawings, specifications and estimate.

Additionally, the 95% submittal shall also include general notes sheet, cross sections at 100' intervals, signage and pavement marking plans, standard construction details, project manual, and responses to 70% comments. The 95% electronic submittal will be the same as for the 70% submittal.

The 100% submittal shall consist of one sealed and signed set of drawings to be provided via a PDF submittal of the drawings, specifications, and estimate sent to SPI.

It is understood that SPI will obtain utility agency approvals, and that MEC will be responsible for assisting in coordinating with TxDOT.

#### Utilities

MEC will identify all known existing utilities on the plan and profiles. MEC will coordinate with SPI's utility coordinator for the project and identify conflicts between the proposed improvements and the existing utilities, if any. Per scoping discussions, no time to attend utility coordination meetings has been included in this proposal.

Based on preliminary review, it is anticipated that three (3) private pipelines are crossing the proposed roadway improvements. A pipeline which appears to run east to west will cross the proposed roadway improvements at 3 separate locations, while 2 pipelines which appear to run northeast to southwest will cross the proposed roadway improvements at 2 locations, for a total of 5 crossing locations. As requested by SPI during scoping discussions, MEC has not included Level A Subsurface Utility Engineering (SUE) with this proposal, and it is understood that SPI will handle all coordination with the pipeline companies, including verifying existing depths at the proposed crossings.

#### Drainage

SPI provided a drainage study for Tamarron Lakes Phase 5, and it is understood that no drainage study is required or included as part of this proposal. Furthermore, it is our understanding that no stormwater detention will be required for this project, as any requirements for stormwater detention have been addressed with the construction of the previous phase. MEC will review the drainage calculations provided in the Construction Plans for Water, Sanitary Sewer, Drainage Facilities & Paving and Appurtenances for Tamarron Crossing Section 3 & 4 prepared by LJA dated 10/23/18 to ensure the previously constructed storm sewer trunk size and leads were sized to accommodate the proposed boulevard half section. MEC will prepare a drainage area map for revised drainage areas and proposed storm sewer at the intersection of Tamarron Crossing and FM 1463 only. No drainage study or further analysis is anticipated.

The project does not appear to be located in the 100-year or 500-year floodplains based on the current published FEMA maps, 48157C0105L revised 4/2/2014. A FEMA submittal for the project is not included in this proposal. Providing or obtaining a "no impact letter" is not part of this proposal.

#### Traffic

Prepare construction phase traffic control sheets for lane closures in accordance with the current published criteria for Fort Bend County and TxDOT as applicable. MEC will prepare the construction phase traffic control plans to accommodate the existing traffic during the construction of the proposed road improvements.

Please note that based on our scoping meeting and discussions with SPI, no traffic signal warrant study shall be included for the intersection of Tamarron Crossing and Tamarron Trace, and no traffic signal or pedestrian pushbutton improvements are included for the project at any intersection. It is our understanding that no signal improvements are anticipated to be required. If improvements to the

intersection with this project are deemed necessary by FBC a scope amendment for this work will be prepared and submitted in an expedited manner.

#### **Bid and Construction Phase**

Assist SPI with the preparation of the bid phase documents, attend pre-bid meeting, address bidder questions, and prepare addendums.

MEC will attend the preconstruction meeting, review contractor submittal and respond to RFIs. Fields visits and progress meetings will not be attended unless requested by Fort Bend County. MEC will attend a substantial completion walkthrough meeting, prepare record documents based on the contractor redlines and provide a hard copy to Fort Bend County. MEC will prepare and submit a PDF of record drawings with a KMZ file of the project.

#### **Billing**

The preliminary and final design efforts will be a lump sum fee to be billed monthly on a percent complete basis by tasks. Bid and construction phase services will be paid on a time and materials basis with a breakdown of hours spent by personnel in the various employee categories at the approved billing rates.

#### **Cost Summary**

A level of effort estimate is enclosed based on the scope of work described herein. The Lump Sum Fee amount is \$258,820.00 and the Hourly Not-To-Exceed Fee amount is \$35,000.00 for a total of \$293,820.00 for the project.

4/29/2021

[illegible]

**Tamarron Crossing - From Tamarron Trace to FM 1463**  
**Level of Effort Estimate**

McDonough Engineering Corporation

4/29/2021

	Proj. Man.	Engineer	Senior Designer	Sr. CADD	CADD	Clerical	Fee	Total Hours per Task	Number of sheets	Hour per Sheet
Phasing Layout with General Notes	2	4	0	4	10	0	\$ 2,700.00	20	1	20.0
Typical Construction Cross-sections	4	8	0	4	10	0	\$ 3,900.00	26	1	26.0
Advanced Warning Signs Layouts	4	8	0	4	10	0	\$ 3,900.00	26	1	26.0
Phase One Layouts (1"=50' Scale)	4	14	4	10	18	0	\$ 7,130.00	50	3	16.7
Phase Two Layouts (1"=50' Scale)	4	14	4	10	18	0	\$ 7,130.00	50	3	16.7
Storm Water Pollution Prevention Plans (1"=100' Scale)	1	1	2	4	8	0	\$ 2,020.00	16	2	8.0
Storm Water Pollution Prevention Plan Details	1	1	1	0	1	0	\$ 670.00	4	1	4.0
Signing and Paving Marking Plans (1"=50' Scale)	1	2	4	7	16	0	\$ 3,675.00	30	3	10.0
Pavement Marking Details	1	1	2	0	2	0	\$ 920.00	6	2	3.0
Earthwork Table	2	4	3	4	8	0	\$ 2,950.00	21	2	10.5
Cross Sections	1	2	6	10	20	0	\$ 4,750.00	39	11	3.5
Construction Cost Estimate	1	2	20	2	12	0	\$ 5,050.00	37	N/A	N/A
Project Manual (Bid form, specification TOC, special specs)	2	22	0	0	0	12	\$ 5,340.00	36	N/A	N/A
<b>Phase III - Bid/Construction Phase</b>										
Estimated Total, Hourly Not-to-Exceed							\$ 35,000.00	0	N/A	N/A

Total Hours Phase I - Preliminary Design Phase	31	62	106	50	84	16	Total Hours	349
Rate (\$/HR)	240	180	150	125	100	75	Total Sheets	13

<b>Phase I - Pre-Design Phase Subtotal (Lump Sum)</b>	\$ 7,440.00	\$ 11,160.00	\$ 15,900.00	\$ 6,250.00	\$ 8,400.00	\$ 1,200.00	\$ 50,350.00
	15%	22%	32%	12%	17%	2.4%	

Total Hours Phase II - Final Design Phase	172.5	239	143	136	300	20	Total Hours	1010.5
Rate (\$/HR)	240	180	150	125	100	75	Total Sheets	68

<b>Phase II - Design Phase Subtotal (Lump Sum)</b>	\$ 41,400.00	\$ 43,020.00	\$ 21,450.00	\$ 17,000.00	\$ 30,000.00	\$ 1,500.00	\$ 154,370.00
	27%	28%	14%	11%	19%	1.0%	

<b>Phase III - Bid/Construction Phase Subtotal (Hourly, Not-To-Exceed)</b>	-	-	-	-	-	-	\$ 35,000.00
	-	-	-	-	-	-	

**Survey - Tejas Surveying**

Topographic Survey	\$ 32,900.00
Location of Soils Borings	\$ 1,500.00
Survey Control Map	\$ 4,500.00
Construction Phase Survey	\$ 4,500.00

<b>Survey Subtotal (Lump Sum)</b>	\$ 43,400.00
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**Geotechnical Report - Terracon**

Subsurface Exploration	\$ 3,400.00
Clearing of Pathways	\$ 3,000.00
Laboratory Testing	\$ 2,000.00
Geotechnical Consulting & Reporting	\$ 2,300.00

Tamarron Crossing - From Tamarron Trace to FM 1463  
Level of Effort Estimate

McDonough Engineering Corporation

4/29/2021

	<u>Proj. Man.</u>	<u>Engineer</u>	<u>Senior Designer</u>	<u>Sr. CADD</u>	<u>CADD</u>	<u>Clerical</u>	<u>Fee</u>	<u>Total Hours per Task</u>	<u>Number of sheets</u>	<u>Hour per Sheet</u>
Geotechnical Report Subtotal (Lump Sum)							\$ 10,700.00			
Total Professional Services Budget							\$ 293,820.00			

**TEJAS SURVEYING, INC.**

*Firm No. 10031300*

*1810 First Oaks St., Suite 220*

*Richmond, TX 77406-1666*

April 30, 2021

Mr. Connor J. McBride, P.E.  
McDonough Engineering Corporation  
5625 Schumacher  
Houston, TX 77057

Re: Fort Bend County Mobility Projects - Tamarron Crossing

Dear Connor:

In connection with the design of Fort Bend County Mobility Project: Tamarron Crossing, From: Tamarron Trace to FM 1463, and in accordance with the Fort Bend County August 2020 Engineering Design Manual, we hereby propose to provide the surveying services for this route survey as described in the attached Exhibit "A" Tamarron Crossing – Scope, for an amount of FORTY THREE THOUSAND FOUR HUNDRED DOLLARS (\$43,400.00).

In addition to the basic services described in the attachment, there is also provisional expenses for parcel acquisitions, if needed, based on a per parcel price.

Please allow approximately 40 days for the collection of data and preparation of deliverables, once we have received notice to proceed. Payment for services rendered shall 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

Attachments: Exhibit A: Scope of Work (Rev 4.30.2021)

**EXHIBIT "A"**  
**TAMARRON CROSSING - SCOPE**  
**TOPOGRAPHIC SURVEY, RIGHT-OF-WAY LOCATION,**  
**AND CONTROL MAP**  
April 30, 2021

**TOPOGRAPHIC SURVEY**

The topographic survey shall be completed during preliminary design and will include confirmation of the location of the existing right-of-way. No additional right-of-way acquisition is anticipated, unless corner clips are required for intersecting major thoroughfares. It is also assumed that the location and geometry of the proposed additional lanes are known. The topographic survey shall be performed along the centerline of the existing alignment utilized in the WSD & Paving designs for the southern portion of the right-of-way, maintaining the same stationing. Horizontal and vertical controls shall be set with inter visibility, not exceed 1000 foot spacing.

Static GPS observations shall be taken on the control points for use in Geo-Referencing the project and tying into both NAD83 (2011) Horizontal Datum and NAVD 88 (2001) vertical datum, with cross reference to existing LJA control along Tamarron Crossing and existing TxDOT control along FM 1463. Abstracting shall be performed to gain a preliminary determination of property ownership only. Any structures within 100 feet of the existing right-of-way shall be generally located.

Elevations on natural ground shall be taken by cross sections of the route at 100 foot intervals, plus grade breaks. All visible and apparent improvements shall be located. Utility coordination will consist of an 811 call for marking and a reasonable interpretation of the markings. 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. All visible and apparent improvement and surface utilities will be located in addition to any markings and flagging provided by the utility one call operators. The surveying will not extend into fenced backyards of the subdivision lots to the north. The route survey shall also extend 100 feet along the intersecting streets to the north, and on both the east and west ends of the project. The cost of the topographic route survey is \$32,900.

**LOCATION OF SOIL BORINGS**

At the request of the geotechnical firm, soil borings will be staked along the alignment. Once completed, the exact location and elevation of natural ground at the borings will be reported. The fee for this additional service is \$1500.

## PIPELINE LOCATIONS

Pipeline markers will be located within the normal scope of work. Any additional coordination with pipeline representatives or those performing hydroexcavation or other means to ascertain the depth and location of the pipelines, and any other surveying costs to document those locations at the site is beyond the scope of work of this contract.

## SURVEY CONTROL MAP

A survey control map will be produced in addition to the topographic route survey. The fee for this service is \$4500.

## CONSTRUCTION PHASE SERVICES

When the project goes to construction, the survey control will be refreshed in a single mobilization for the commencement of construction by the contractor. The fee for this service is \$4500

## TOTAL ESTIMATED PROJECT FEES

4500 LF

Topographic Survey	=	\$32,900
Location of Soils Borings	=	\$ 1,500
Survey Control Map	=	\$ 4,500
Construction Phase Survey	=	<u>\$ 4,500</u>

Total Estimated Project Fee = \$43,400

## OPTIONAL SERVICES, IF NEEDED

### PARCEL ACQUISITION

A parcel sketch and metes and bounds description will be prepared, if needed, conforming to the specification of the Engineering Design Manual, for a fee of \$2200.00 per parcel.

January 18, 2021



McDonough Engineering Corporation  
5625 Schumacher Lane  
Houston, Texas 77057

Attn: Mr. Connor McBride, P.E.

Re: Cost Estimate for Geotechnical Engineering Services  
Tamarron Crossing  
Katy, Texas  
Terracon Document No. P92215040

Dear Mr. McBride:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$10,700.00**. See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.



**Cost Estimate for Geotechnical Engineering Services**  
Tamarron Crossing ■ Katy, Texas  
January 18, 2021 ■ Terracon Document No. P92215040



Sincerely,

**Terracon Consultants, Inc.**

(Texas Firm Registration No.: F-3272)

Anu George, Ph.D., E.I.T.  
Staff Geotechnical Engineer

Rebecca L. Cummins, P.E.  
Project Engineer

Patrick M. Beecher, P.E.  
Geotechnical Services Manager

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between McDonough Engineering Corp ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Tamarron Crossing project ("Project"), as described in Consultant's Proposal dated 01/18/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. 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 Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant 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 Services.
- 13. 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. Consultant 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 shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**  
 By: \_\_\_\_\_ Date: **1/18/2021**  
 Name/Title: **Patrick M. Beecher, P.E. / Senior Principal / Geotechnical Services Manager**  
 Address: **11555 Clay Rd, Ste 100**  
**Houston, TX 77043-1239**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **Patrick.Beecher@terracon.com**

Client: **McDonough Engineering Corp**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by McDonough Engineering Corporation (McDonough). We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location

Item	Description
Project location	The project site is located along Tamarron Crossing that extends from Tamarron Trace to FM 1463 in Katy, Texas.
Existing improvements	Based on the information obtained from Fort Bend County, we understand the westbound lanes of Tamarron Crossing between Tamarron Trace and FM 1463 were recently constructed. The constructed portion consists of two lanes of concrete pavements with adjacent water and storm sewer lines.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with our all-terrain vehicle (ATV) mounted drilling equipment during normal business hours. Based on available aerial images, we understand clearing of pathways may be required to access the boring locations.

### Planned Construction

Item	Description
Project description	We understand the segment of Tamarron Crossing between Tamarron Trace and FM 1463 is planned to consist of a four-lane divided major thoroughfare.
Proposed improvements	<b>Roadways</b> <ul style="list-style-type: none"> <li>Based on discussions with McDonough, we understand that approximately 4,200 linear feet of two-lane concrete pavement is planned. We understand that minor grade changes are planned along the roadways to facilitate positive drainage.</li> <li>The pavement section is planned to consist of 8 inches of reinforced concrete and 8 inches of chemically treated subgrade with joint spacings of 60 feet.</li> </ul>
Anticipated traffic loads (assumed)	Local roadways with residential traffic consisting of passenger vehicles, delivery and garbage trucks, and school buses.

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program consists of the following:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Proposed Tamarron Crossing Section	9 (B-1 through B-9)	10
<b>Total</b>	<b>9</b>	<b>90</b>

1. Below grade at the time of our field program.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

**Subsurface Exploration Procedures:** We will advance soil borings with an ATV mounted drill rig using solid stem continuous flight augers. Samples will be obtained continuously in the upper 10 feet of each boring. Soil sampling is performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

**Site Access:** Terracon must be granted access by Fort Bend County. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the area of the proposed road alignment for conducting field exploration in accordance with the Scope of Services.

**Clearing:** We understand that some boring locations may not be accessible to our drilling equipment and that bulldozer clearing may be needed. The cost to provide this service is included in our cost estimate. The tree/shrub debris would only be moved away from the cleared pathways but not moved from the site.

### **Safety**

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. If additional safety requirements, training, etc. are required to access this site to perform our services, Terracon should be notified to so that we may adjust our Scope of Services and estimated fees, if necessary. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with Texas 811, a free utility locating service, to help locate public utilities within dedicated public easements. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to COVID-19. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with COVID-19.

## Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. The anticipated laboratory testing may include the following:

- Moisture content
- Dry unit weight
- Atterberg Limits
- Percent finer than No. 200 sieve
- Unconfined compressive strength

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

## Cost Estimate for Geotechnical Engineering Services

Tamarron Crossing ■ Katy, Texas

January 18, 2021 ■ Terracon Document No. P92215040



When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling and sampling
- Site and boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Pavement design guidelines

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration	\$3,400.00
Clearing of Pathways (1 day)	\$3,000.00
Laboratory Testing	\$2,000.00
Geotechnical Consulting & Reporting	\$2,300.00
<b>Total Fee</b>	<b>\$10,700.00</b>

Our Scope of Services does not include services associated with survey of boring locations, special equipment for wet/soft ground conditions, or repair of/damage to the existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<b>GeoReport® Delivery</b>	<b>Posting Schedule <sup>1, 2</sup></b>
Project Planning	5 working days from notice to proceed
Field Work Mobilization	12 to 15 working days from notice to proceed
Site Characterization	8 working days from completion of field program
Geotechnical Engineering Report	15 working days from completion of field program



GeoReport® Delivery	Posting Schedule <sup>1, 2</sup>
<div>1. Upon receipt of your notice to proceed we will activate the schedule component of our GeoReport® website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.</div> <div>2. We will maintain a current calendar of activities within our GeoReport® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.</div>	

## EXHIBIT D – SITE LOCATION

Tamarron Crossing ■ Katy, Texas

January 18, 2021 ■ Terracon Document No. P92215040

Terracon

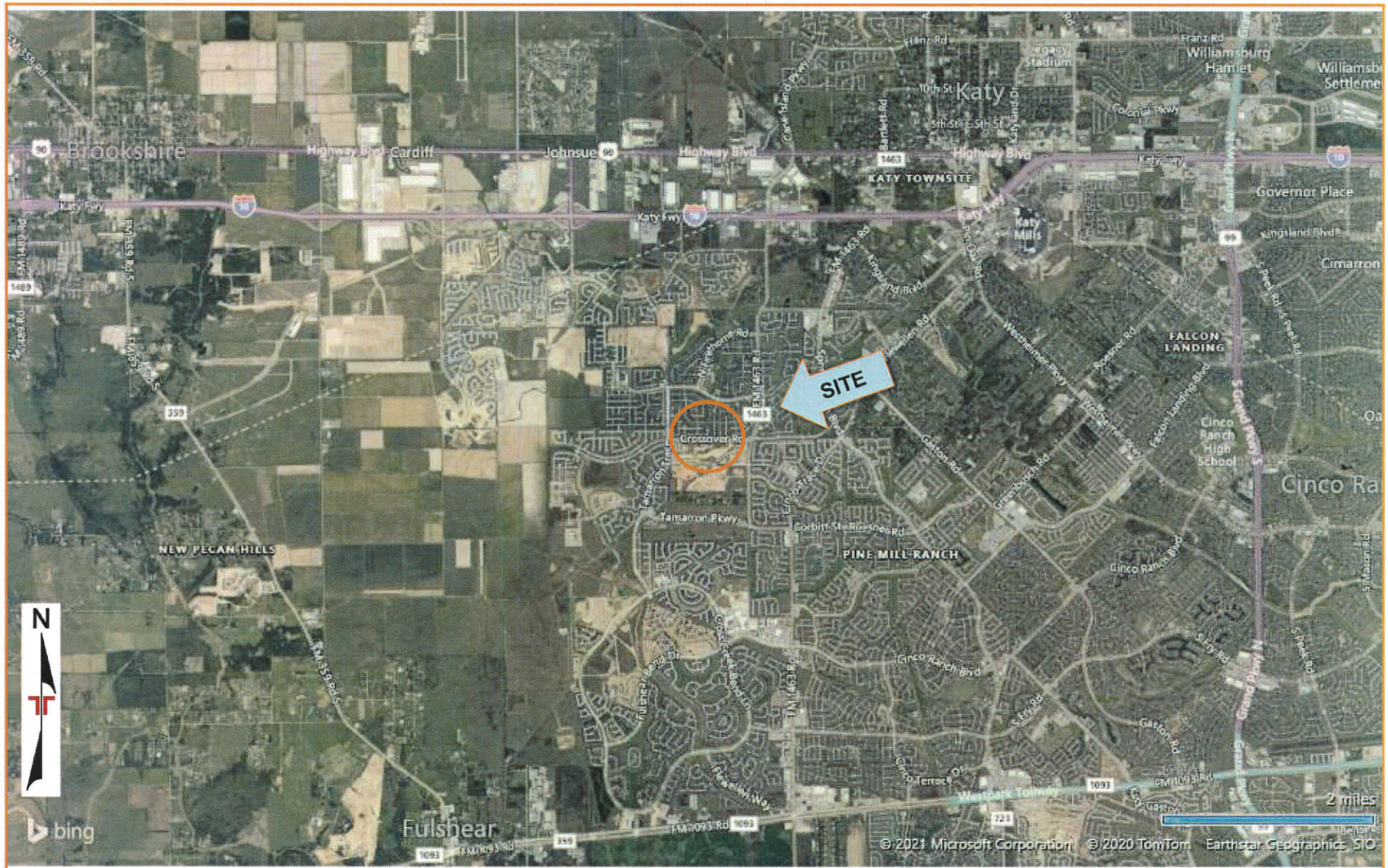


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

## EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Tamarron Crossing ■ Katy, Texas

January 18, 2021 ■ Terracon Document No. P92215040

Terracon



# 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.**

McDonough Engineering Corporation  
Houston, TX United States

**Certificate Number:**  
2021-760259

**Date Filed:**  
06/01/2021

**Date Acknowledged:**  
06/23/2021

**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.**

Project No. 20304  
Agreement for Professional Engineering Services for improvements to Tamarron Crossing under 2020 Mobility Bond Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McDonough, Ranney	Houston, 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)