

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 HJ Consulting, Inc., (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for construction of the Precinct 3 Library Access Road under 2020 Mobility Bond Project No. 20318x (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant 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

Consultant shall render the professional engineering services as described in Consultant's proposal dated August 8, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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 Consultant'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 nine hundred eighty-one thousand three hundred forty-seven dollars and no/100 (\$981,347.00) 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 Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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 Consultant 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 nine hundred eighty-one thousand three hundred forty-seven dollars and no/100 (\$981,347.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed nine hundred eighty-one thousand three hundred forty-seven dollars and no/100 (\$981,347.00).

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. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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 Consultant 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, Consultant 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

CONSULTANT 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 CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County

immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

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

12.5 Consultant 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 Consultant

13.1 In the performance of work or services hereunder, Consultant 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 Consultant 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

Consultant: HJ Consulting, Inc.
4771 Sweetwater Boulevard, Suite 254
Sugar Land, Texas 77479

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

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Consultant 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, Consultant 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 Consultant 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 Consultant 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, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant 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, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant 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, CONSULTANT 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

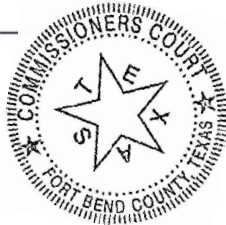
HJ CONSULTING, INC

KP George
KP George, County Judge
County Judge KP George

Hampson
Authorized Agent – Signature

9.28.2021
Date

ATTEST:



HARISH JAIJOU, P.E
Authorized Agent – Printed Name

PRESIDENT
Title

Laura Richard
Laura Richard, County Clerk

9-21-21
Date

APPROVED:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 981,347.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A



August 8, 2021

“EXHIBIT A” – Scope of Services

Ginter Road/Library Access

Ginter Tract Development FBC

Project # 20318x

Fort Bend County has requested a proposal to provide professional engineering services (Preliminary Engineering Phase, Design Phase, Bid Phase and Construction Phase services) for the design and construction of the proposed 3-lane concrete curb & gutter and 4-lane concrete boulevard sections with raised median, 2 right turn lanes on Texas Heritage Parkway, 1 right turn lane on FM1093, storm sewers, drainage outfalls, water lines, sanitary sewers and all necessary appurtenances within and around Ginter Tract in Fort Bend County, utilizing the latest FBC standards.

PROJECT LIMITS AND DETAILS:

1. Develop proposed GM Library Road 3 lane curb and gutter section from FM1093 to north of Ginter Tract. Tie into FM1093 and introduce a dedicated right turn lane (if necessary). Proposed ROW will be 60' wide to accommodate paving and drainage.
2. Develop proposed Ginter Lane 4 lane curb and gutter boulevard section from Texas Heritage Parkway to GM Library Road. Proposed ROW will be 80' wide to accommodate paving and drainage.
3. Develop yet to be named proposed 3 lane curb and gutter sections north and south of Ginter Lane connecting Texas Heritage Parkway to GM Library Road. Design dedicated right turn lanes along Texas Heritage Parkway for these roads. Proposed ROWs will be 60' wide to accommodate paving and drainage.
4. Develop proposed connecting road with 3 lane curb and gutter section from GM Library Road to Tiki Lane. Proposed ROW will be 60' wide to accommodate paving and drainage.
5. Design water and sanitary sewer lines along the proposed roadways, as well as water line along Texas Heritage Parkway, within their own 10' wide water line and sanitary sewer easements.
6. Design proposed storm sewers to accommodate 100-year flows, per approved Drainage Report from LJA Engineering.
7. The flow from the storm sewers will be directed to proposed detention pond(s) designed in another project.

Civil Engineers | Construction Managers

4771 Sweetwater Boulevard, Suite 254, Sugar Land, Texas 77479
832-338-3202 (C) | 832-553-3103 (F) | www.hjconsultinginc.com

Ginter Road/Library Access in Ginter Tract, FBC Precinct 3

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ROADWAY ALIGNMENT:

The proposed roadways will generally have slight horizontal curves per the one-line diagram provided to HJ Consulting. The preliminary horizontal curves will be subject to approval from Fort Bend County prior to finalizing. Sight triangles will be developed at all the existing intersections.

We propose to perform the following services as per attached submittal schedule (Exhibit B), for a contract lump sum fee of **\$981,347.00** per attached fee proposal (Exhibit C).

BASIC SERVICES:

PRELIMINARY DESIGN PHASE:

The Preliminary Engineering Phase Letter Report shall serve as a summary document that incorporates the recommendations from the supporting investigative reports, results from working meeting with Fort Bend County, necessary approvals, and final recommendations from the Consultant's efforts. The document will serve as the framework for the design phase, having addressed the major issues that affect the roadway design and supporting infrastructure.

The primary goals of Preliminary Engineering Phase are:

1. Establish a typical cross section and cross sections in non-standard areas
2. Determine drainage system needs based on approved Drainage Impact Study
3. Positively determine right-of-way acquisition needs
4. Determine potential conflicts with existing facilities
5. Identify critical path items
6. Identify problem areas and potential resolution(s)
7. Determine permit and regulatory requirements
8. Prepare a reasonable construction cost estimate
9. Prepare a "30 percent" plan set, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotations.
10. Prepare preliminary design review checklist

The Preliminary Engineering Phase includes, but not limited to the following major tasks:

- Review and Research existing conditions from the field visits and existing record drawings (to be confirmed with the topographic survey)

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- Send Utility requests to the Utility companies and prepare Preliminary Utility Conflict Table
- Obtain Record Drawings from other entities as required for the project
- Creating existing Base maps
- Initiate Roadway Geometry
- Approved Geotechnical Reports
- Signed and Sealed Topographic Survey
- Exhibits and Drawings
- Construction Cost Estimate
- Coordination with sub-consultants

We will follow the latest Fort Bend County Design Guidelines and Standards for this project.

The Preliminary Engineering Phase shall include the preparation and approval of reports necessary to support the recommendations and design of the roadway and all appurtenances included, but not limited to Geotechnical Investigations.

FBC will provide us with approved Drainage Impact Study including drainage report, which will serve as basis for our drainage design.

Environmental Site Assessments, Wetlands Assessments, Delineation, Concurrence/Permitting and associated tasks are not in the scope of this project. FBC will be responsible for these tasks, if deemed necessary.

As directed by FBC, Traffic Study to determine traffic signal needs is currently not a part of this project.

HJ will coordinate with sub-consultants as necessary throughout the project. HJ will coordinate with adjoining project consultants for proper transitions.

The Proposed Roadway geometry will be evaluated and the preliminary alternatives for the alignment and Proposed Platting/Right-of-Way (ROW) Acquisition will be presented to Fort Bend County during the preliminary stages of the PER.

The Preliminary Engineering Phase shall include working meetings with Fort Bend County and other consultants/sub-consultants for the project. During this phase, Topographic Survey will be performed, and the existing conditions will be evaluated including roadway geometrics, soils, traffic, and environmental conditions. In addition, during this phase parcels should be defined.

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Utility companies within the project limits will be contacted and coordinated for obtaining the facility maps and record drawings available and a contact list for the utility companies and a Utility Conflict Table will be prepared. Roadway Schematics and Aerial Exhibits will be prepared for review.

The proposed water line and sanitary sewer lines will be connected to the existing water line and sanitary sewer lines on FM 1093. The sizing will be based on one line diagram provided to HJ. Coordination will be made with City of Fulshear for design and approval process and recommendations/options will be provided in PER.

Proposed improvements will include Roadway Geometry, Pavement Structure, Storm Sewer system, and Preliminary Phases of Traffic Control Plans. A Preliminary Construction Cost Estimate will be prepared and included in the Preliminary Engineering Report.

At the Client Presentation meeting, the Consultant shall present the working draft of the Preliminary Engineering Phase Letter Report including exhibits, supporting reports, and final recommendations. Any issues identified during the Consultant's work effort to get to this project stage that require decision from Fort Bend County should be presented at this meeting for confirmation prior to finalizing the Preliminary Engineering Report such that approval can be granted upon report submittal.

Exhibits/Attachments shall include:

- **Aerial Exhibit**
 - Provide an exhibit that shows the project limits and surrounding features. Identify notable features of interest, including drainage channels, floodplains, pipelines, roadways, future roadway alignments shown on the Fort Bend County's Major Thoroughfare Plan, latest available aerial photographs, and developments.
- **Schematic Layout of Roadway**
 - Provide a plan view layout with sufficient detail to ensure that the final design can be constructed without any major issues. The schematic layout shall be as a KMZ file and identify ROW parcels to be taken. The schematic should show the pavement marking concept so that traffic movements can be considered and reviewed during the Preliminary Engineering Phase. Provide the proposed typical sections on the schematic. Typical Sections shall be drawn at 1"=20' horizontal and 1"=2' vertical scale on 11"x17" sheets.

- **Cost Estimates**
 - Provide a preliminary construction cost estimate for the final recommendation provided in the Preliminary Engineering Report.
- **Utility Tables**
 - The consultant shall coordinate with utility companies that have existing facilities in or adjacent to project limits. The coordination shall include:
 - Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the preliminary design phase. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, railroad commission website research, and map requests from prominent utilities.
- **Level D SUE**
 - Identify all existing utilities within the existing and proposed rights-of-way. Provide list of existing utilities with owner and contact information. Coordinate with the utility companies and provide information and schematics, as necessary.
 - Identify major utilities that will potentially require relocation. Major utilities are defined pipelines, concrete incased conduits, or other utilities of this nature. Overhead power lines, small gas service lines and other lines other line of this nature as not a concern. Provide a table of the existing utilities. The table shall include ID number for the potential conflicts, stations at the left right-of-way, the centerline, and right-of-way, the owner of the utility, contact name, address, phone number, and email address, any notes such as it may be in possible conflict. The table shall also include clearances from overhead or underground utilities to the proposed roadway features noting utility diameters and clearances from the utility to proposed feature (depth top utility to proposed finished grade elevation).
 - Identify any utilities that are within dedicated easements that will be within the proposed right-of-way.
- **Sight Distance**
 - The consultant shall investigate sight distance restrictions and general operating conditions of all existing and proposed intersections along project streets within the project limits.

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- Sight distance restrictions will be investigated, and Approach and Departure Site Triangles will be developed for the intersections for determining the safe passing distance and stopping sight distance for the traffic.

Survey Scope of Services:

Surveying services for a total of approximately 119 +/- acres located at the northwest corner of Heritage Parkway and FM 1093 Rd., Fulshear TX 77441 (FBCAD Account #s R34703 & R418857) in the E. Latham Jr. Survey, A-50, City of Fulshear ETJ, Fort Bend County, Texas.

A. Topographic Surveying Services (Prejean):

- Prepare a partial topographic survey for the proposed streets at the Ginter Tract at 100' cross-sections.
- Update FM1093 to show median.
- All services to be furnished in AutoCAD Release 2021.

B. Boundary Verification for Platting (Weisser)

C. Survey Coordination with Subconsultants for Topographic Survey Deliverable (Weisser)

D. Supplemental Topographic Survey for additional information not obtained initially by the survey sub-consultant.

Deliverables will be 24x36 signed and sealed topographic survey with survey control sheets and survey control details, AutoCAD File, Points File (.csv format), and TIN File.

E. Professional Platting Services (Weisser):

- Drafting of Subdivision Plat.
- Meetings with City of Fulshear Platting Department.
- Preparation and submittal of applications.
- Obtaining approval letters.
- Recordation of plat.

The following expense item will be reimbursable expenses:

- City of Fulshear Preliminary Application Fee
- City of Fulshear Final Application Fee
- Fort Bend County Engineering Plat Fee
- Fort Bend County Clerk Recording Fee
- Tax Certificate Fee

- City Planning Letter Fee

Geotechnical Scope of Services:

Geotechnical exploration will be performed by Geoscience Engineering & Testing, Inc. (GETI). The proposal assumes and is based on the following:

- Site is readily accessible.
- Boring locations can be accessed by truck mounted drilling equipment,
- Boring locations at site are not covered by concrete, and
- Concrete coring for boring access is not required.

Twelve (12) borings totaling 180-feet of drilling in this scope of work. The piezometers will be installed in two (2) of the twelve (12) borings to monitor the water readings. All the borings will be grouted after the completion of the drilling.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers (ASTM D-1587) and 2-inch diameter standard split-spoon samplers (ASTM D-1586), respectively.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. GETI will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and plugged with soil cuttings.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. Specific types and quantities of tests will be based on soil conditions encountered.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and

Ginter Road/Library Access in Ginter Tract, FBC Precinct 3

Proposal for Professional Engineering Services

August 8, 2021

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recommendations. We will provide a digitally signed and sealed report in electronic PDF format. The report will address:

- soil and groundwater conditions encountered at the boring locations;
- geological desktop fault study;
- concrete pavement recommendations for access roads as per Fort Bend County Specifications;
- recommendation for excavation and backfilling for underground utilities, storm sewers along with OSHA soil classifications;
- evaluation of swell characteristics of subgrade soils;
- earthwork recommendations, including material and compaction requirements; and
- construction considerations related to soil and groundwater conditions at the boring locations.

FINAL DESIGN PHASE:

The design phase of the project shall consist of the preparation of completely approved construction documents that reflect the approved Preliminary Engineering Report recommendation accepted by Fort Bend County.

The Design shall build upon the framework identified in the Preliminary Engineering Report and include roadway design, profiles, drainage system and appurtenances, details, and the bid documents necessary for a complete design review. The submittal shall be considered final and ready for construction, barring minor comments from Fort Bend County.

The Design Submittal shall address all comments from the Preliminary Engineering Phase of the project. The Design Submittal shall include the submittal of the construction ready Plans on 11"x17", Specifications, and a Cost Estimate (PS&E) in accordance with FBCED requirements.

The design phase shall also include the coordination of utilities. The coordination shall include, but not limited to:

- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings.
- Utility Conflict Table to be updated during the Final Design Phase as required. Refer to Appendix C, Fort Bend County Utility Conflict Table template.
- Submit milestone level drawings to applicable utility companies for their review.

Ginter Road/Library Access in Ginter Tract, FBC Precinct 3

Proposal for Professional Engineering Services

August 8, 2021

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- TxDOT coordination and permitting for the project at the intersection of FM 1093.

The design submittal includes the following milestones:

- **70% Submittal (1st Submittal):**

A. A digital copy (PDF) of the drawings, specifications, and estimate shall be submitted to the Program Manager.

B. The submittal shall consist of:

- Coversheet with a 70 percent interim seal
- Sheet Index
- Typical and Non-standard Cross Sections
- Project Layout Sheet
- Survey Control
- Horizontal Alignment Data
- Plan and Profile Sheets (detailed callouts not required at 70 percent)
- Drainage Area Map with Hydraulic Calculations
- Traffic Control Plan
- Storm Water Pollution Prevention Plan
- Standard Details
- Specifications Table of Contents per Fort Bend County Specification Table of Contents Template (Harris County Specifications, TxDOT Specifications, and others to be used as necessary depending on the jurisdiction).
- Construction Cost Estimate (PDF and Excel Format)
- 70% Plans on 11"x17" Sheets with Electronic PDF files, and KMZ file of existing conditions and current design
- Submit drawings for regulatory permit and utility reviews
- 70% Review Checklist

- **95% Submittal (2nd Submittal):**

A. A digital copy (PDF) of the drawings, specifications, and estimate shall be submitted to the Program Manager.

Ginter Road/Library Access in Ginter Tract, FBC Precinct 3

Proposal for Professional Engineering Services

August 8, 2021

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- B. The 95 percent submittal should be considered complete with 95 percent interim seal, and shall include all of 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
- Standard Construction details per Fort Bend County construction details, and others to be used as per necessary depending on the jurisdiction.
- Construction cost Estimate
- Special Specifications or Conditions, and Contract Documents Excluded
- Responses to 70 percent comments
- 95% Review Checklist

- **Final Submittal:**

- A. A digital copy in PDF of the drawings (signed and sealed)
- B. The 100 percent submittal should be considered ready for project advertisement and shall include the following:
- Construction cost estimate
 - Recommended maximum number of calendar days for construction
 - 100% Review Checklist

- **Separation of Packages:**

Based on the discussion with FBC, it is the intent of FBC to expedite the design and construction of access road prior to opening of adjacent Fort Bend County Library currently under construction. If the approval from TxDOT is delayed for connection to FM 1093, the final submittal may be divided into two separate packages. HJ will prepare separate bid packages to accomplish the same.

The design phase shall also include the design water line or sanitary sewer design, and the coordination of private utilities. The coordination shall include, but not limited to:

- Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, Railroad

Ginter Road/Library Access in Ginter Tract, FBC Precinct 3

Proposal for Professional Engineering Services

August 8, 2021

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Commission website research, and map requests from prominent companies (i.e. CenterPoint Energy, AT&T, etc.)

- Send records requests to utility companies and obtain I.D. numbers (CenterPoint and AT&T)
- Depict utilities to a reasonable degree of accuracy on the plan and profile drawing
- 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. Refer to Appendix C, Fort Bend County Utility Conflict Table template.
- Submit milestone-level drawings to applicable utility companies for review
- Meet with the utility companies and provide information and plans, as necessary.
- Provide any documentation as necessary and assist Fort Bend County into entering an agreement with the utility companies for the relocation of the facility.
- Obtain approval from the Fort Bend County for all requests made by utility companies prior to implementing changes.

Additional Considerations for the Design Phase are:

1. These services shall be performed in accordance with the latest Fort Bend County Design Guidelines.
2. The pavement elevation shall be set in accordance with the Fort Bend County Guidelines, or from coordination with FBCED if there are any special circumstances.
3. The pavement section shall be designed in accordance with the Guidelines.
4. The drainage design shall be designed in accordance with FBCDD Drainage Criteria Design Manual and TxDOT (if required).
5. All the CAD work will follow Fort Bend County design standards.
6. Plan and profile sheets will be created for a scale of 1" = 40' for horizontal and 1" = 4' for vertical with all the references attached and shown as per the Fort Bend County design requirements for all submittals and the Final Submittal will be a Standard 11" x 17".
7. Standard Sheets per Fort Bend County as provided on the website.

Ginter Road/Library Access in Ginter Tract, FBC Precinct 3

Proposal for Professional Engineering Services

August 8, 2021

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8. Driveway width and location should match existing when feasible. Also, driveways should meet Fort Bend County Regulations for Subdivisions, Section 7 requirements. The centerline station and percent grade shall be indicated on the drawings for all driveways.
9. Any public utilities in conflict with the road construction will be adjusted/relocated in this phase.

Traffic Control Plans (TCP):

The Traffic Control Plans will be prepared per Fort Bend County Standards and per the latest Texas Manual on Uniform Traffic Control Devices.

Signing and Pavement Marking Plans (SPM):

The Signing and Pavement Marking Plans will be prepared per Fort Bend County Engineering Department Standards and per the TxDOT Standards, if applicable.

Storm Water Pollution Prevention Plans (SWPPP):

The Storm Water Pollution Prevention Plans will be prepared per Fort Bend County Standards and will follow TPDES General Permit # TXR150000 requirements. The drawings will be prepared based on Fort Bend County Criteria.

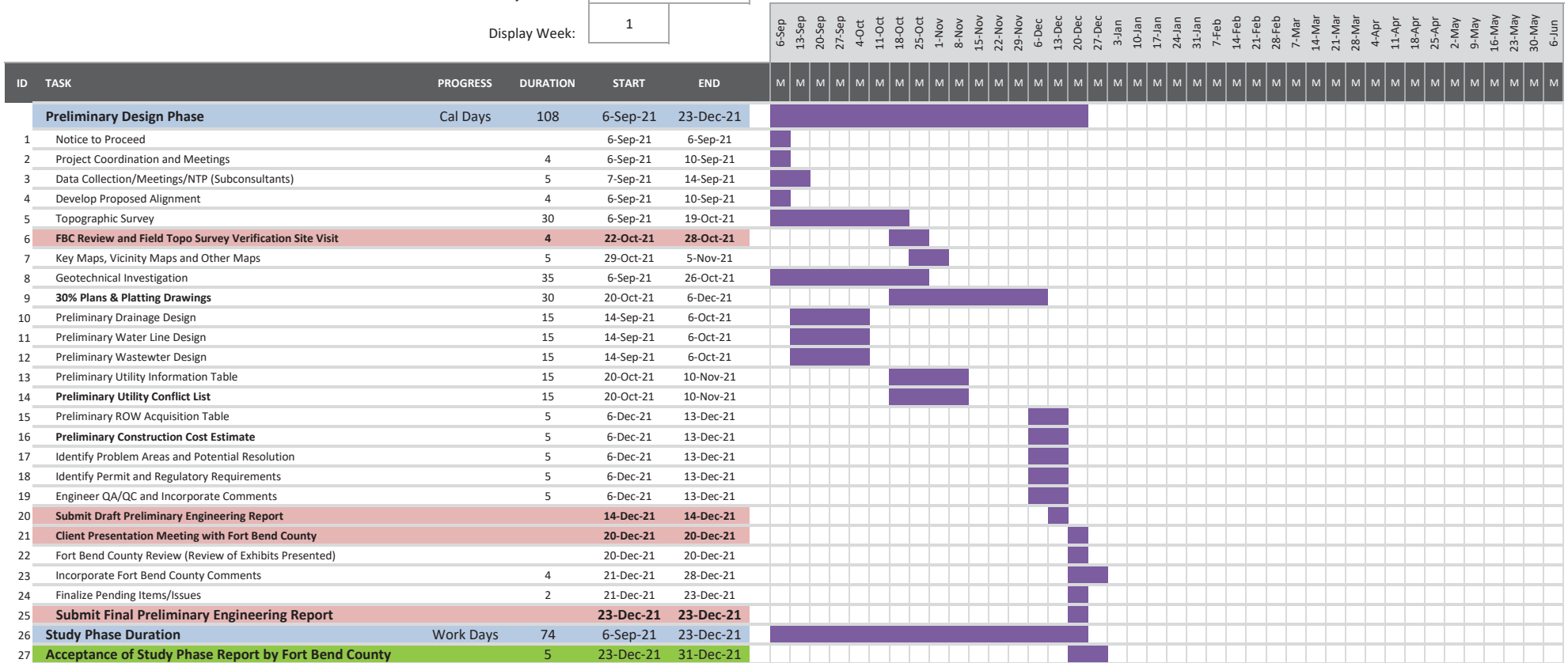


Preliminary Design Schedule
Ginter Tract Development
FBC Project #20XXX

HJ Consulting, Inc.
"Exhibit B"

GINTER TRACT DEVELOPMENT

Project Start: Mon, 9/6/2021
Display Week: 1





Final Design Schedule
Ginter Tract Development
FBC Project #20XXX

HJ Consulting, Inc.
"Exhibit B"

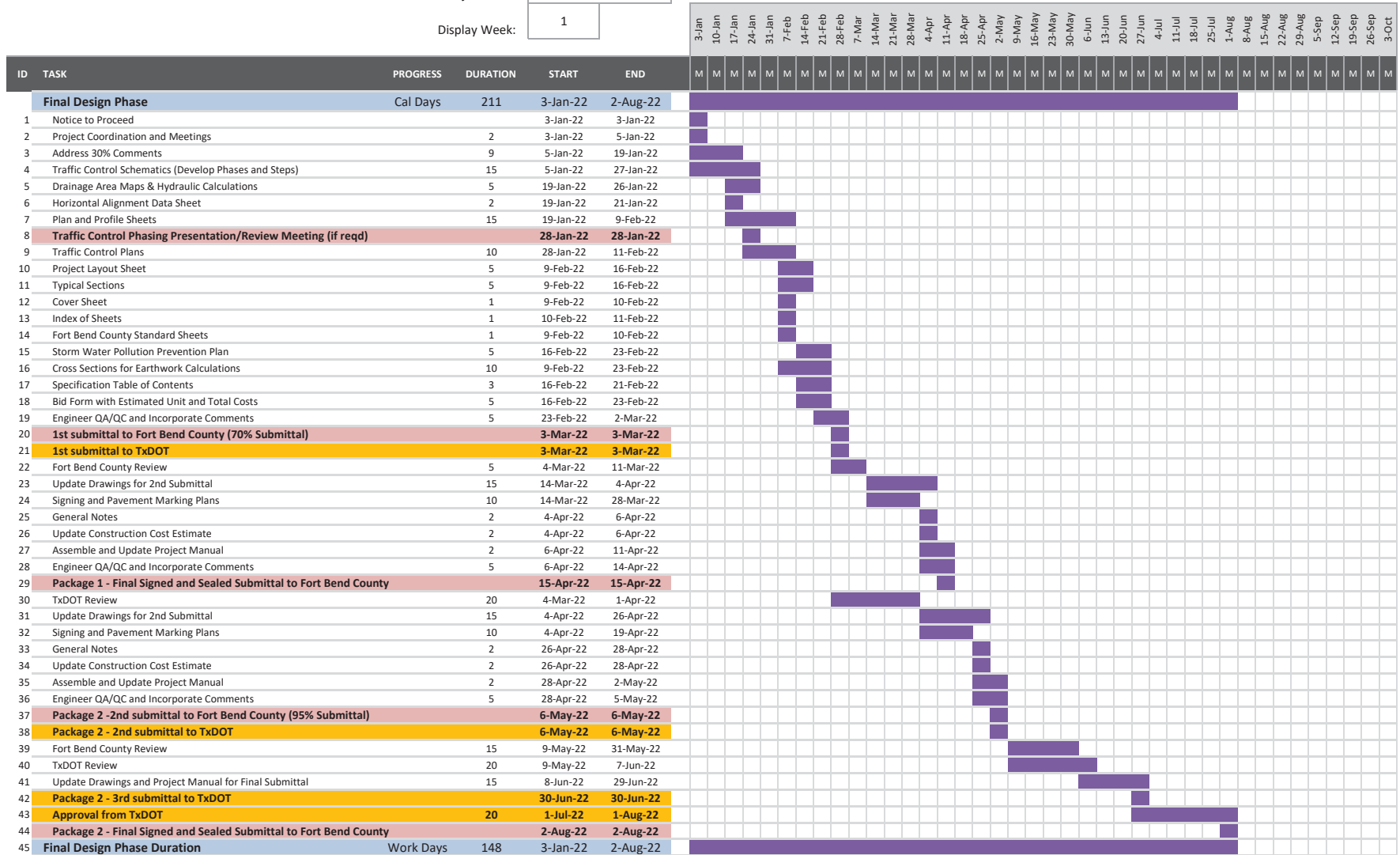
GINTER TRACT DEVELOPMENT

Project Start:

Mon, 1/3/2022

Display Week:

1





"EXHIBIT C" - Compensation for Professional Services
Ginter Road / Library Access
Ginter Tract Development
FBC Project # 20XXX

BASIC SERVICES

1 Preliminary Design Phase (Lumpsum)	\$ 386,995.00
Preliminary Design Subtotal	\$ 340,245.00
Project Management Subtotal	\$ 45,750.00
Other Expenses Subtotal	\$ 1,000.00
2 Final Design Phase (Lumpsum)	\$ 465,315.00
Drawings & Documents Subtotal	\$ 410,655.00
Project Management Subtotal	\$ 52,910.00
Other Expenses Subtotal	\$ 1,750.00
3 Bid and Construction Phase (Time and Material)	\$ 60,000.00

Sub-Total Basic Services (1-3): \$ 912,310.00

ADDITIONAL SERVICES

4 Survey	\$ 22,990.00
Topographic Surveying (Prejean)	\$ 5,200.00
	\$ 17,790.00
Boundary Verification, Survey Coordination & Supplemental (Weisser)	
5 Geotechnical	\$ 23,552.00
Geotechnical Investigation for Paving and Storm Sewer	\$ 23,552.00
6 Platting	\$ 22,495.00
Platting Services	\$ 14,495.00
Platting Reimbursables (Approximate)	\$ 8,000.00

Sub-Total Additional Services (4-6) \$ 69,037.00

TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL): \$ 981,347.00



GINTER ROAD / LIBRARY ACCESS
GINTER TRACT DEVELOPMENT
FBC PROJECT# 20XXX
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR PRELIMINARY DESIGN, AUGUST 2021

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$225.00	\$175.00	\$150.00	\$130.00	\$105.00	\$90.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
PRELIMINARY DESIGN											
1	Maps										
1.1	Project Location Map	1					1	4		5	\$ 465.00
1.2	Alignment Exhibit with Aerial Map	2		2	2	8	16	24		52	\$ 5,530.00
1.3	Drainage Area Map	2		2	2	8	16	24		52	\$ 5,530.00
1.4	Sight Triangle Exhibit	2		2	2	8	16	24		52	\$ 5,530.00
1.5	Right of Way Exhibit	2		2	2	8	16	24		52	\$ 5,530.00
1.6	FEMA FIRM Map	1		1	1		2	6		10	\$ 1,075.00
2	Narrative			2	4	12	32		16	66	\$ 7,070.00
2.1	Introduction, Limits, Purpose and Scope			1	1	8	12			22	\$ 2,625.00
2.2	Existing Conditions			2	2	8	16			28	\$ 3,370.00
2.3	Proposed Improvements			4	4	16	24			48	\$ 5,900.00
3	Right of Way Acquisition Needs		4	16	4	48	24			96	\$ 13,060.00
4	Identify Potential Conflicts with Facilities and Utilities			2	2	8	16			28	\$ 3,370.00
5	Utility Conflicts List			1	2	4	8			15	\$ 1,835.00
5.1	Public water and sewer Private utilities and pipelines				2		16			18	\$ 1,980.00
6	Identify Critical Path Items										
6.1	Level 1 schedule with Design, ROW, Bidding, and Construction			4	2	4	8			18	\$ 2,360.00



GINTER ROAD / LIBRARY ACCESS
GINTER TRACT DEVELOPMENT
FBC PROJECT# 20XXX
HJ CONSULTING, INC.
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Labor Rate Per Hour			\$225.00	\$175.00	\$150.00	\$130.00	\$105.00	\$90.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
7	Identify Problem Areas and Potential Resolution			4	4	8	16			32	\$ 4,020.00
8	Identify Permit and Regulatory Requirements			4	2	16	24			46	\$ 5,600.00
9	Preliminary Construction Cost Estimate			4	4	8	24	36		76	\$ 8,100.00
10	Preliminary Drainage Design			12	12	96	192			312	\$ 36,540.00
11	Preliminary Roadway Design			20	20	160	320			520	\$ 60,900.00
12	Preliminary Water Line Design			12	12	96	192			312	\$ 36,540.00
13	Preliminary Wastewater Design			12	12	96	192			312	\$ 36,540.00
14	30% Plans (11"x17" Sheets)										
14.1	Existing Typical Section										\$ -
14.2	Proposed Typical Section	2		3	3	12		24		42	\$ 4,695.00
14.3	Plan & Profile	28									
14.3.1	Existing Features in Plan & Profile			2	8	16	50	300		376	\$ 35,880.00
14.3.2	Minor Annotations		8	12	25	75	100	30		250	\$ 30,600.00
14	Platting Documents & Minimum Slab Analysis		2	2	4	4	12	16	2	42	\$ 4,770.00
15	Incorporate review comments (Draft to Final)		2	8	8	16	24	32	4	94	\$ 10,830.00
PRELIMINARY DESIGN SUBTOTAL		40	16	136	146	743	1369	544	22	2976	\$ 340,245.00



GINTER ROAD / LIBRARY ACCESS
GINTER TRACT DEVELOPMENT
FBC PROJECT# 20XXX
HJ CONSULTING, INC.
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Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$225.00	\$175.00	\$150.00	\$130.00	\$105.00	\$90.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
PROJECT MANAGEMENT											
16	Field Visit (Investigations and Findings)			4		16	24			44	\$ 5,300.00
17	Coordination with TxDOT		8	24		48				80	\$ 12,240.00
18	Coordination for Topographic Survey		1	4		6	6			17	\$ 2,335.00
19	Coordination for Geotechnical		1	4		6	6			17	\$ 2,335.00
20	Coordination for Platting		1	4		6	6			17	\$ 2,335.00
21	Coordination with Public Utilities		2	16		32				50	\$ 7,410.00
22	Coordination with Centerpoint Energy, AT&T, Comcast and Other (Private Utilities)		1	4		8	32		4	49	\$ 5,625.00
23	Project Management and Meetings (Includes Study Phase Meetings)		8	16		24			6	54	\$ 8,170.00
PROJECT MANAGEMENT SUBTOTAL			22	76		146	74		10	328	\$ 45,750.00
OTHER EXPENSES											
24	Printing/Plotting/Copying										\$ 400.00
25	Mileage/Postage/Courier										\$ 600.00
OTHER EXPENSES SUBTOTAL											\$ 1,000.00
TOTAL HOURS			38	212	146	889	1443	544	32	3304	
TOTAL ESTIMATE			\$8,550	\$37,100	\$21,900	\$115,570	\$151,515	\$48,960	\$2,400		\$ 386,995.00



GINTER ROAD / LIBRARY ACCESS
GINTER TRACT DEVELOPMENT
FBC PROJECT# 20XXX
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR FINAL DESIGN, AUGUST 2021

Employee Classification			No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour				\$225.00	\$175.00	\$150.00	\$130.00	\$105.00	\$90.00	\$75.00		
TASK	TASK DESCRIPTION		ESTIMATED HOURS									
FINAL DESIGN												
DRAWINGS & DOCUMENTS												
1	Cover Sheet		1		1	1	1		4		7	\$ 815.00
2	Sheet Index		1		1	1	2	4	12		20	\$ 2,085.00
3	General Notes		2		1	2	4	4	16		27	\$ 2,855.00
4	Typical Sections		4		4	4	6	12	32		58	\$ 6,220.00
5	Drainage Area Maps		4		2	2	4	8	24		40	\$ 4,170.00
6	Plan and Profile Sheets		28		8	6	14	42	84		154	\$ 16,090.00
6.1	Update Roadway Design				8	4	32	80	120		244	\$ 25,360.00
6.2	Update Drainage Design & Calculations		4		8	4	32	80	120		244	\$ 25,360.00
6.3	Update Water Line Design				8	4	32	80	120		244	\$ 25,360.00
6.4	Update Wastewater Design				8	4	32	80	120		244	\$ 25,360.00
6.5	Intersection Details/Layouts		8		16	16	48	96	148		324	\$ 34,840.00
6.6	Street/Driveway Connection Details and Calculations		1		2	2	4	24	24		56	\$ 5,850.00
7	Demolition Plans		3		6	3	12	18	36		75	\$ 8,190.00



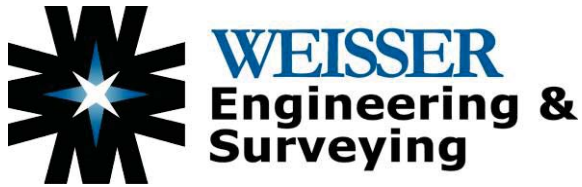
GINTER ROAD / LIBRARY ACCESS
GINTER TRACT DEVELOPMENT
FBC PROJECT# 20XXX
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR FINAL DESIGN, AUGUST 2021

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$225.00	\$175.00	\$150.00	\$130.00	\$105.00	\$90.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
8	Traffic Control Plans & Details										
8.1	Project Approach Signing and Notes	1		1	1	4	4	8		18	\$ 1,985.00
8.2	Phasing Layout	2		2	2	4	8	16		32	\$ 3,450.00
8.3	Phasing Description and Typical Sections	2		2	2	4	8	16		32	\$ 3,450.00
8.4	TCP Package 1	2		2	2	8	16	24		52	\$ 5,530.00
8.5	TCP Package 2	2		2	2	8	16	24		52	\$ 5,530.00
8.6	TCP FM1093 Intersection	2		2	2	8	16	24		52	\$ 5,530.00
8.7	TCP Construction Cost Estimate			1	1	4	4			10	\$ 1,265.00
8.8	TCP Details/Standards	8		2	2		8	16		28	\$ 2,930.00
8.9	TCP Project Management and Meetings		2	12		8				22	\$ 3,590.00
9	Storm Water Pollution Prevention Plans & Details										
9.1	Storm Water Pollution Prevention Plans	6		6	4	12	24	64		110	\$ 11,490.00
9.2	SWPPP Specifications and Construction Cost Estimate			1	1	4	8			14	\$ 1,685.00
9.3	SWPPP Details	1				1		2		3	\$ 310.00
10	Signing and Pavment Marking Plans & Details										
10.1	Signing and Striping Plans	6		4	8	36	48	96		192	\$ 20,260.00
10.2	Summary of Small Signs	1		1	2	4	8	16		31	\$ 3,275.00
10.3	SPM Construction Cost Estimate			1	2	4	8			15	\$ 1,835.00
10.4	SPM Details	2		1	1	2	4	8		16	\$ 1,725.00
11	Cross Sections for Earthwork Calculations			6	12	45	90	240		393	\$ 39,750.00
12	Project Manual										
12.1	Bid Form (Est Unit and w/wo Total Costs)			4	4	24	60	32		124	\$ 13,600.00
12.2	Special Specifications or Conditions			2	2	6	12			22	\$ 2,690.00
13	Fort Bend County Standard Sheets	4		2	2	4	8	12		28	\$ 3,090.00
14	Water and Wastewater Details/Drawings	3		3	3	6	9	15		36	\$ 4,050.00
15	Incorporate review comments (70% to 95%)		4	24	16	48	96	144	4	336	\$ 37,080.00
16	Incorporate review comments (95% to Final)		4	16	12	32	64	96	2	226	\$ 25,170.00
17	Separation of Drawings and Documents in 2 packages		8	16	16	32	64	120	2	258	\$ 28,830.00
DRAWINGS & DOCUMENTS SUBTOTAL		98	18	186	152	531	1111	1833	8	3839	\$ 410,655.00



GINTER ROAD / LIBRARY ACCESS
GINTER TRACT DEVELOPMENT
FBC PROJECT# 20XXX
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR FINAL DESIGN, AUGUST 2021

Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$225.00	\$175.00	\$150.00	\$130.00	\$105.00	\$90.00	\$75.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
PROJECT MANAGEMENT											
1	Field Visit (Investigations and Findings)			8		24	24		8	64	\$ 7,640.00
2	Coordination and Permitting with TxDOT		8	64		48			4	124	\$ 19,540.00
3	Coordination with Public Entities		2	16		48			4	70	\$ 9,790.00
4	Coordination with Centerpoint Energy, AT&T, Comcast and Other Private Utilities			8		16			4	28	\$ 3,780.00
5	Project Management and Meetings		8	32		32			8	80	\$ 12,160.00
PROJECT MANAGEMENT SUBTOTAL			18	128		168	24		28	366	\$ 52,910.00
OTHER EXPENSES											
1	Printing/Plotting/Copying										\$ 750.00
2	Mileage/Postage/Courier										\$ 1,000.00
OTHER EXPENSES SUBTOTAL											\$ 1,750.00
TOTAL HOURS			36	314	152	699	1135	1833	36	4205	
TOTAL ESTIMATE			\$8,100	\$54,950	\$22,800	\$90,870	\$119,175	\$164,970	\$2,700		\$ 465,315.00



TBPLS Reg. No. 10194324
TBPE Reg. No. F-68

PROPOSAL AGREEMENT FOR PROFESSIONAL SUVEYING SERVICES

Effective Date: August 6, 2021

Fort Bend County
c/o Mr. Harish Jajoo, PE, CFM
HJ Consulting, Inc.
4471 Sweetwater Boulevard, Suite 254
Sugar Land, Texas, 77479
harish@hjconsultinginc.com

Proposal for Professional Services in Connection With: Surveying Services for a total of approximately 119 +/- acres located at the northwest corner of Heritage Parkway and FM 1093 Rd., Fulshear TX 77441 (FBCAD Account #'s R34703 & R418857) in the E. Latham Jr. Survey, A-50, City of Fulshear ETJ, Fort Bend County, Texas.

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to Fort Bend County c/o HJ Consulting, Inc. (the "Client").

I. SCOPE OF SERVICES

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

- 1) Boundary Verification for Platting.
COST: \$9,650.00
- 2) Survey Coordination with Subconsultants for Topographic Survey Deliverable.
COST: \$2,500.00
- 3) Supplemental Topographic Survey for additional information not obtained initially by the survey sub-consultant.
COST: \$5,640.00

NOTE: Deliverables will be 24x36 inch signed and sealed topographic survey with survey control sheets and survey control details, AutoCAD File, Points File (.csv format), and TIN File.

The Client will provide the following:

Site access

II. PROPOSED COST OF SERVICES

The Services will be performed on a lump-sum basis. We propose to provide the above-described services, subject to the Terms and Conditions below, for \$17,790.00 (SEVENTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS). We estimate survey completion within approximately six (6) weeks (weather permitting) from receipt of Notice to Proceed.

III. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.

2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes,

lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

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

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

CLIENT

Fort Bend County
c/o HJ Consulting, Inc.

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING



By: _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 08/06/2021

PREJEAN & COMPANY, INC.

surveying/mapping



TBPELS Registered Firm #10083000

August 6, 2021

Fort Bend County
C/O Harish Jajoo, P.E., CFM
President
HJ Consulting, Inc.
4471 Sweetwater Blvd., Suite 254
Sugar Land, TX 77479

BY EMAIL: harish@hjconsultinginc.com

**RE: Ginter track Development
THP Access Road to FBC Library**

Dear Mr. Jajoo:

Submitted herewith is our proposal to perform certain professional surveying services in connection with the above referenced site. Specifically, the scope of our proposal covers the following:

- Prepare a partial topographic survey for the proposed streets at the Ginter Tract at 100' cross-sections.
- Update FM 1093 to show median.
- All services to be furnished in AutoCAD Release 2021.

NOTE: Surveys include one (1) requested revision after completion. Additional revisions required to address changes requested by others will be billed at our normal rate schedule attached and made a part of this proposal.

We propose to perform the above surveying services for an estimated survey fee of \$5,200, including applicable charges for outside abstracting, reproduction, delivery, sales tax, etc payable upon completion. **Client agrees to pay Prejean & Company, Inc. in full within 90 days of substantial completion for services provided regardless of the status of land transactions, loans from lending institutions and other Owner/Client activities outside the control of Prejean & Company, Inc.**

NOTE: THIS PROPOSAL IS GOOD FOR 30 DAYS.

All surveying services are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveying, 1917 S. Interstate 35, Austin, TX 78741-3702, (512) 440-7723. Any complaints about surveying services should be sent to the above address to the attention of Complaints Officer of the Board.

We appreciate this opportunity to submit our proposal and look forward to being of service to you.

AUTHORIZATION & ACCEPTANCE

I, the undersigned, as the authorized representative of Client, hereby execute this Professional Land Surveying Contract on the date shown below.

PREJEAN & CO., INC.

CLIENT: _____

By: /s/ Joe Mathis
Joseph M. Mathis, Senior Associate

By: _____

Date: August 6, 2021

Date: _____

TEXAS PROFESSIONAL LAND SURVEYORS
Since 1976

9324 Westview Drive
Houston, Texas 77055-6423

Email: JMathis@prejeansurveying.com
Fax: (713) 467-6293

(713) 467-6277, Ext.123
(800) 317-6277, Ext.123

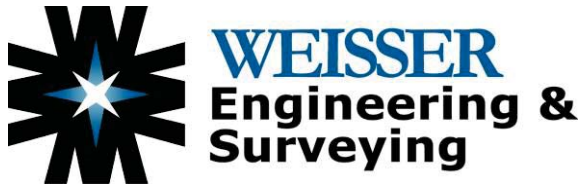
PREJEAN & COMPANY, INC. RATE SCHEDULE
EFFECTIVE JANUARY 1, 2019
(Portal to Portal)

PRINCIPAL RPLS	\$275/HR.
FIELD CREW *	\$175/HR.
GPS W/3 UNITS	QUOTED PER ASSIGNMENT
SURVEY/CADD TECHNICIAN	\$75/HR.
CADD STATION	\$50/HR.
CADD PLOTTINGS	\$10/EA.
CLERICAL	\$50/HR.

OUTSIDE ABSTRACTING, REPRODUCTION COSTS, DELIVERY, ETC. AT COST.

NOTE: Rates quoted are for normal business hours (8am – 4pm). Requests for work during abnormal hours (nights & evenings, weekends, or holidays) will be billed at double the existing rates. There is an 8 hour minimum charge for any requested service.

* Field crew includes a party chief and two survey technicians, a vehicle equipped with cellular phone, standard surveying equipment, wood products, two-way radios, required safety wear, and protective clothing.



TBPLS Reg. No. 10194324
TBPE Reg. No. F-68

PROPOSAL AGREEMENT FOR PROFESSIONAL PLATTING SERVICES

Effective Date: August 6, 2021

Fort Bend County
c/o Mr. Harish Jajoo, P.E., CFM
HJ Consulting, Inc.
4471 Sweetwater Blvd., Suite 254
Sugar Land, TX 77479
harish@hjconsultinginc.com

Proposal for Professional Services in Connection with: Platting Services for a total of approximately 119+/- acres located at the northwest corner of Heritage Parkway and FM 1093 Rd., Fulshear TX 77441 (FBCAD Account #'s R34703 & R418857) in the E. Latham Jr. Survey, A-50, City of Fulshear ETJ, Fort Bend County, Texas.

Weisser Engineering Company, Inc. is pleased to submit this proposal and terms of service (together, the "Agreement") to Fort Bend County c/o HJ Consulting, Inc. (the "Client").

A. PROFESSIONAL PLATTING SERVICES

- This service will be performed on a lump-sum basis. We propose to provide professional platting services, subject to the Terms and Conditions below, for **\$14,995.00** (FOURTEEN THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS). This proposed amount does include the below-described tasks.
 - Drafting of Subdivision Plat
 - Meetings with City of Fulshear Platting Department
 - Preparation and submittal of applications
 - Obtaining approval letters
 - Recordation of plat (excludes reproduction fee to provide copies to all City departments).

The following expense item will be a check written from the client directly to the City of Fulshear:

1. City of Fulshear Preliminary Application Fee \$500.00+\$3.50 per lot, +(\$12.50 per acre X 119)
=approximately \$1,987.50
2. City of Fulshear Final Application Fee \$500.00+\$5.00 per lot, +(\$25.00 per acre X 119)
=approximately \$3,475.00

The following expense items to be billed to the client as a reimbursable:

3. Fort Bend County Engineering Plat Fee N/A
4. Fort Bend County Clerk Recording Fee \$155.00 for the first page, \$144.00 each page after
5. Tax Certificate Fee \$10.00 EACH (Two certificates estimated)
6. City Planning Letter Fee approximately \$500.00

- ❖ This proposal does not include the drainage and utility layout or the minimum slab elevation analysis required by the Fort Bend County Drainage District plat review process. (To be provided by design engineer) All proposed easements and roadways to be create by plat and not separate instruments. All platting application/submittal fees to be paid by HJ Consulting, Inc.. An approximate timeline to complete the platting process is 3-4 months.

I. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
-

2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering Company.
3. Weisser Engineering Company is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering Company.
4. WEISSER ENGINEERING COMPANY SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING COMPANY'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING COMPANY'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING COMPANY FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering Company employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering Company, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering Company may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering Company may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering Company, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering Company.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Fulshear, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering Company within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering Company.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns,

power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Chad Shook, (cshook@weissereng.com).

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

CLIENT

Fort Bend County
c/o HJ Consulting, Inc.

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING



By: _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 08/06/21



GEOSCIENCE
ENGINEERING & TESTING, INC.

405 E. 20th Street
Houston, Texas 77008
713.861.9700
713.861.4477 Fax

HOUSTON

THE WOODLANDS

July 09, 2021

HJ Consulting, Inc.
4471 Sweetwater Blvd. #254
Sugar Land, TX 77479

Attention: Mr. Harish Jajoo
harish@hjconsultinginc.com
832-338-3202

**Reference: Proposed Geotechnical Exploration
Proposed Fulshear Library Access Road and Utilities
North of FM 1093 & West of Cross Creek Ranch
Fulshear, TX
GETI Proposal No: 21- 10388 Rev 3**

Geoscience Engineering & Testing, Inc., is pleased to offer this proposal for a geotechnical exploration for the referenced project. We prepared this proposal based on information provided by Harish Jajoo with HJ Consulting Inc. for the Fulshear Library Access Road and Underground Utilities recommendations.

Project Location: The site is located just north of FM 1093 & West of Cross Creek Ranch in Fulshear, TX. More specifically, the site is just east of the Fulshear High School.

Assumptions: Our proposal assumes and is based upon the following:

- ✓ site is readily accessible,
- ✓ boring locations can be accessed by truck mounted drilling equipment,
- ✓ boring locations at site are not covered by concrete, and
- ✓ concrete coring for boring access is not required.

FIELD INVESTIGATION

The proposed field investigation includes:

No. Borings	Depth Per Boring	Location
12	15 feet	At proposed access road and utility locations

Twelve (12) borings totaling 180-feet of drilling are included in this scope of work. The piezometers will be installed in Two (2) out of twelve (12) borings to monitor the water readings. All the borings will be grouted after the completion of the drilling.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers (ASTM D-1587) and 2-inch diameter standard split-spoon samplers (ASTM D-1586), respectively.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. GETI will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and plugged with soil cuttings.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. Specific types and quantities of tests will be based on soil conditions encountered.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format. The report will address:

- ✓ soil and groundwater conditions encountered at the boring locations;
- ✓ geological desktop fault study;
- ✓ concrete pavement recommendations for access roads as per Fort Bend County Specifications;
- ✓ recommendation for excavation and backfilling for underground utilities, storm sewers along with OSHA soil classifications;
- ✓ evaluation of swell characteristics of subgrade soils;
- ✓ earthwork recommendations, including material and compaction requirements; and
- ✓ construction considerations related to soil and groundwater conditions at the boring locations.

COST OF SERVICES

Based on the scope of services described above, we propose a lump sum fee of **\$23,552.00** for the geotechnical investigation. This fee will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you with our report.

PROJECT SCHEDULE

We plan to initiate these studies within 5 to 10 working days of receipt of notice-to-proceed and anticipate that two to three working days will be required to complete the field investigation (weather conditions permitting). You will receive the final report approximately 15 to 20 working days following completion of field operations.

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site. Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, GETI will contact the client to discuss accessibility options and associated fees.

Please authorize us through execution of the attached Proposal Acceptance Sheet.

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed work scope. We look forward to working with you on the project.

Respectfully Submitted,
Geoscience Engineering & Testing, Inc.

Kishor Rawal, MSCE, PE
Senior Project Engineer

Attachment: Proposal Acceptance Sheet
 Fee Estimate
 Terms and Conditions
 Proposed Boring location sheet

F-4802

PROPOSAL ACCEPTED BY:

Signature

Date

Printed Name

Company

Title

Geoscience Engineering & Testing, Inc.

GENERAL TERMS AND CONDITIONS

Payment Terms: Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, personnel charges, or any costs incurred in collecting delinquent accounts will be charged to the client. All sums due are payable in Harris County, Texas. In the event client requests termination prior to completion, a termination charge in the amount equal to all charges incurred through the date services are stopped plus any shut down costs may, at the discretion of Geoscience Engineering & Testing, Inc. (GETI) be made. If GETI is required to stop operations because of changes in the scope of services as requested by the client or requirements of third parties, additional charges will be applicable. GETI reserves the right to withhold any letters and reports pending payment for services.

Standard of Care: GETI will represent CLIENT in a professional manner, using proper skills and care normally associated with the type of project and geographical location of the project. The only warranty or guarantee made by GETI about the services requested or performed hereunder is that we will use that level of skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for services or by furnishing oral or written reports.

Data and Project Confidentiality: GETI will strive to observe reasonable confidentiality concerning CLIENT project details. Data collected by GETI will not be shared with third parties unless so directed by CLIENT for project related engineering purposes. Data will remain the property of GETI and will be disposed after a period of 3 years unless otherwise directed by CLIENT. Project details may be shared in general by GETI for Marketing purposes.

Sample Disposal Agreement: Unless otherwise requested, test specimens will be disposed of immediately upon completion of testing. Upon written request, GETI will retain test specimens for a specified period, to be determined at the time of writing.

Insurance: GETI maintains Comprehensive General Liability Insurance and Liability Insurance w/bodily injury and property damage. Professional Liability Insurance is also provided for protection of GETI. A Certificate of Insurance can be supplied evidencing such coverage.

This agreement may be terminated by either party based on two days' written notice. Upon termination, the GETI will be paid in full for all services performed, and will provide copies of all reports to CLIENT.

Underground Utilities: GETI is not responsible for locating or identifying underground utilities. Although GETI will call DIGG TESS to seek input from utility owners and take all reasonable care to avoid damage or injury to subterranean structures or utilities, the CLIENT agrees to hold the GETI harmless for any damages to subterranean structures which are not called to GETI attention and correctly shown on the plans furnished.

Right of Entry: The CLIENT further agrees to provide the right of entry of GETI to the site for the provision of service. While GETI will take all reasonable precautions to minimize any damage to the property, It is understood by the CLIENT that in the normal course of work, some damage may occur and that the correction of such is not part of this agreement.

Limitation of Liability: The CLIENT agrees to limit GETI's liability to the owner, all construction contractors, sub-contractors, sub-consultants and other third parties arising from GETI's professional acts, errors, or omissions, on the project such that the total aggregate liability of GETI to all those named shall not exceed the lesser of the fee for this project or \$50,000. GETI maintains professional liability insurance in the amount of \$1,000,000 as of the date of this contract.

Agreement: This agreement including these terms and conditions, represents the entire agreement between GETI and CLIENT and supersedes any previous agreements, negotiations or representations, whether oral or written. This agreement may be amended only in writing, signed by both GETI and CLIENT. This agreement shall be bounded by the laws of the State of Texas.

GEOTECHNICAL EXPLORATION AND ENGINEERING COST ESTIMATE						
Prepared by GeoScience Engineering & Testing						
Proposal No.:		21-10388 Rev 3				
Proposal Date:		July 9, 2021				
Project:		Proposed Fulshear Library Access Road and Utilities				
Location:		North of FM 1093 & West of Cross Creek Ranch, Fulshear TX				
PLANNING (Scoping, Client Site Visit, One Call, Drilling Package/Scheduling, Permits, Internal Project Kick-off Meeting)						
Item	Code	Unit Rate	Unit	Quantity	Cost	
Principal Engineer, PE	10100	\$ 206.00	Hour		\$	-
Senior Engineer, PE	10200	\$ 183.00	Hour	2	\$	366.00
Project Engineer	10300	\$ 149.00	Hour		\$	-
Graduate Engineer / Geologist	10400	\$ 100.00	Hour		\$	-
Technician NICET IV	10500	\$ 90.00	Hour		\$	-
Technician, ACI Field Grade I / NICET I	10600	\$ 55.00	Hour		\$	-
Engineering Assistant/ Administrative	11500	\$ 50.00	Hour	2	\$	100.00
Planning Subtotal:					\$	466.00
FIELD (Coordination, Logging, Borings, Corings, Piezometers)						
Item		Unit Rate	Unit	Quantity	Cost	
Principal Engineer, PE	10100	\$ 206.00	Hour		\$	-
Senior Engineer, PE	10200	\$ 183.00	Hour		\$	-
Project Engineer	10300	\$ 149.00	Hour	4	\$	596.00
Graduate Engineer / Geologist	10400	\$ 100.00	Hour		\$	-
Technician NICET IV	10500	\$ 90.00	Hour		\$	-
Technician, ACI Field Grade I / NICET I	10600	\$ 55.00	Hour	16	\$	880.00
Engineering Assistant	11500	\$ 50.00	Hour		\$	-
Soil Boring, Intermittent 3-inch dia (0-50)	11010	\$ 19.00	Foot	180	\$	3,420.00
Soil Boring, Intermittent 3-inch dia (50-100)	11020	\$ 21.00	Foot		\$	-
Soil Boring, Continuous 3-in dia (0-20)	11030	\$ 21.00	Foot		\$	-
Soil Boring, Continuous 3-in dia (20-50)	11031	\$ 25.00	Foot		\$	-
Piezometer Installation	11071	\$ 1,000.00	Lumpsum	2	\$	2,000.00
Piezometer Abandonment	11072	\$ 16.00	Foot		\$	-
Grouting of Completed Boring	11080	\$ 6.00	Foot	180	\$	1,080.00
ATV Surcharge	11090	\$ 7.00	Foot		\$	-
Mobilization / Demobilization	11110	\$ 349.00	Lump Sum	2	\$	698.00
TDH Cone Penetration Test	11120	\$ 27.00	Each		\$	-
ATV Mobilization Surcharge	11130	\$ 136.00	Lump Sum		\$	-
Portable Drilling Rig (Crew of 2)	11140	\$ 177.00	Hour		\$	-
Standby (Crew of 2)	11150	\$ 170.00	Hour		\$	-
Vehicle Charge	15000	\$ 10.00	Hour	16	\$	160.00
Services Provided by Quotation (Traffic Control)	15200	Cost Plus 10%	Estimate			
Field Subtotal:					\$	8,834.00
LABORATORY (Classification, Strength, Swell Potential)						
Item		Unit Rate	Unit	Quantity	Cost	
Principal Engineer, PE	10100	\$ 206.00	Hour		\$	-
Senior Engineer, PE	10200	\$ 183.00	Hour		\$	-
Project Engineer	10300	\$ 149.00	Hour	4	\$	596.00
Graduate Engineer / Geologist	10400	\$ 100.00	Hour		\$	-
Technician NICET IV	10500	\$ 90.00	Hour		\$	-
Technician, ACI Field Grade I / NICET I	10600	\$ 85.00	Hour		\$	-
Engineering Assistant	11500	\$ 50.00	Hour		\$	-
Liquid & Plastic Limits	90100	\$ 62.00	Each	24	\$	1,488.00
Moisture Content of Soils by Mass	90200	\$ 9.00	Each	84	\$	756.00
Moisture Content of Soils by Microwave	90300	\$ 30.00	Each		\$	-
Sieve Analysis	90400	\$ 57.00	Each		\$	-
Sieve Analysis w/ Hydrometer	90500	\$ 128.00	Each		\$	-
Percent Passing No. 200 Sieve	90600	\$ 48.00	Each	12	\$	576.00
Specific Gravity	90700	\$ 59.00	Each		\$	-
pH of Soils	90800	\$ 17.00	Each		\$	-
Unconfined Compressive Strength	90900	\$ 45.00	Each	12	\$	540.00
Unconsolidated Undrained Triaxial Compression	91100	\$ 63.00	Each		\$	-
One-Dimensional Consolidation	91200	\$ 361.00	Each		\$	-
Consolidation - Additional Increment	91300	\$ 51.00	Each		\$	-
Dispersive Characteristic by Pinhole Test	91400	\$ 286.00	Each		\$	-
Dispersive Characteristic by Crumb Test	91500	\$ 38.00	Each	12	\$	456.00
California Bearing Ratio (CBR)	91900	\$ 215.00	Each	4	\$	860.00
One Dimensional Swell, Cohesive Soil	92200	\$ 292.00	Each		\$	-
OMD Standard Compaction	92300	\$ 204.00	Each		\$	-
Laboratory Subtotal:					\$	5,272.00
BORING LOG PREPARATION						
Item		Unit Rate	Unit	Quantity	Cost	
Principal Engineer, PE	10100	\$ 206.00	Hour	2	\$	412.00
Senior Engineer, PE	10200	\$ 183.00	Hour	4	\$	732.00
Project Engineer	10300	\$ 149.00	Hour	16	\$	2,384.00
Graduate Engineer / Geologist	10400	\$ 100.00	Hour		\$	-
Technician, ACI Field Grade I / NICET I	10500	\$ 55.00	Hour		\$	-
Engineering Assistant	11500	\$ 50.00	Hour		\$	-
Boring Log Preparation Subtotal:					\$	3,528.00
ANALYSIS AND REPORT						
Item		Unit Rate	Unit	Quantity	Cost	
Principal Engineer, PE	10100	\$ 206.00	Hour	2	\$	412.00
Senior Engineer, PE	10200	\$ 183.00	Hour	8	\$	1,464.00
Project Engineer	10300	\$ 149.00	Hour	24	\$	3,576.00
Graduate Engineer / Geologist	10400	\$ 100.00	Hour		\$	-
Technician, ACI Field Grade I / NICET I	10500	\$ 55.00	Hour		\$	-
Engineering Assistant	11500	\$ 50.00	Hour		\$	-
Analysis and Report Subtotal:					\$	5,452.00
PROJECT TOTAL:					\$	23,552.00

Sanitary sewer layout plan showing lots B-1 through B-12. The plan includes various sewer lines (W.L., RCP, RCB) and manholes (M.H.). Key features include:

- Sanitary sewer lines (W.L.) and reinforced concrete pipe (RCP) and reinforced concrete box (RCB) lines.
- Manholes (M.H.) and existing manholes (Ex M.H.).
- Elevation markers: Ex FL ~ 121.10, Ex FL ~ 122.00, Ex FL ~ 122.60.
- Existing sanitary sewer lines (Exist. San. Swr.) and manholes (Exist. San. M.H.).

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.**

HJ Consulting, Inc.
Sugar Land, TX United States

Certificate Number:
2021-804678

Date Filed:
09/21/2021

Date Acknowledged:
09/28/2021

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.

SOQ 14-025 FBC Project # 20318
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jajoo, Harish	Sugar Land, 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)