

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 CivilCorp, LLC, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for improvements to Wallis Street under 2020 Mobility Bond Project No. 20305 (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 July 16, 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 one million two hundred nineteen thousand eight hundred eighty-two dollars and 50/100 (\$1,219,882.50) 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 one million two hundred nineteen thousand eight hundred eighty-two dollars and 50/100 (\$1,219,882.50) 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 one million two hundred nineteen thousand eight hundred eighty-two dollars and 50/100 (\$1,219,882.50).

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: CivilCorp, LLC
29255 FM 1093, No. 7A
Fulshear, Texas 77441

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

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity"

and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

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.

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

CIVILCORP, LLC

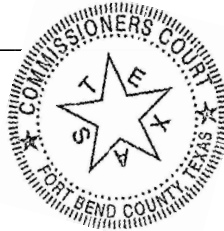
KP George
County Judge KP George
KP George, County Judge

Thomas C. Kuykendall Jr
Authorized Agent – Signature

12/14/2021
Date

Thomas C. Kuykendall, Jr., PE
Authorized Agent – Printed Name

ATTEST:



Vice President
Title

Laura Richard
Laura Richard, County Clerk

11/19/2021
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 \$1,219,882.50 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A

(to Agreement)

July 16, 2021

Mr. Mark Dessens, PE
Schaumburg & Polk, Inc.
11767 Katy Freeway; Suite 900
Houston, TX 77079

**Re: Wallis Street (Project #20305)
Professional Civil Engineering and Surveying Services Proposal**

Dear Mr. Dessens:

CivilCorp, LLC. would like to thank Fort Bend County for the opportunity to work and partner with the County and Schaumburg & Polk on this project. In accordance with the scoping meeting and our subsequent discussions, CivilCorp submits this proposal to Fort Bend County for Professional Civil Engineering and Surveying Services for the reconstruction of Wallis Street from a 2-lane asphalt roadway to a One-Way 2-lane concrete curb and gutter roadway with storm sewer from FM 1093 to FM 359.

PROJECT DESCRIPTION

Fort Bend County developed and passed a mobility bond program in November 2020. Fort Bend County desires to prepare the PS&E (Plans, Specifications and Estimate) for Wallis Street utilizing the 2020 bond funding. The limits of the project extend from FM 1093 to FM 359 approximately 5,600'.

Wallis Street will be widened from a 2-lane asphalt roadway to a One-Way 2-lane concrete curb and gutter roadway with storm sewer from FM 1093 to FM 359. Traffic signals will be included at the intersection of FM 1093. The City of Fulshear requested a drainage outfall into the Fulshear Creek tributary #2, hence the project will include the development of drainage models for Tributary#2, determine drainage impacts, mitigation recommendations, detention volumes and location. Any detention pond surveying, right-of-way documents, and design will be added by a supplemental agreement.

The project development will follow applicable design criteria, in order of priority, (1) *Fort Bend County Design Manual*, (2) *Fort Bend County Drainage Criteria Manual*, (3) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) the *Infrastructure Design Manual* (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). Municipalities contributing funds to the project may review the submittals. The project scope will entail surveying and plan document preparation to facilitate the bidding and construction of the project.

SCOPE OF SERVICES

The overall scope of services will conform to Fort Bend County procedures and requirements to provide a PS&E package suitable for construction bidding. CivilCorp will provide Fort Bend County with the

following surveying and engineering services for the project:

Preliminary Design, Final Design and Bid and Construction Phase Services will be performed in accordance with **Fort Bend County Mobility Bond Program Summary of Design Process**.

Summary of Project Costs

- See Exhibit "A"

Surveying and Right-of-Way Mapping Services Provided by Weisser

- See Exhibit "B"

Geotechnical Engineering Services Provided by Geotech Engineering

- See Exhibit "C"

Traffic Engineering Services Provided by Transcend Engineering

- See Exhibit "D"

INFORMATION AND SERVICES PROVIDED BY FORT BEND COUNTY

Fort Bend County will provide CivilCorp with the following information and assistance.

1. Survey control monument data, if available.
2. Existing drainage studies or data
3. Existing utility plans or other data applicable to the project
4. Timely review and decisions to maintain project schedule
5. Coordination with adjacent projects and consultants.

SERVICES NOT INCLUDED WITHIN THE SCOPE OF SERVICES:

The following services have not been included within the above scope of services:

1. Subsurface utility engineering Quality Level A
2. Landscaping
3. Design of Private Utilities
4. Detention Pond Surveying, Parcel Plats and Design
5. Construction Inspection

CivilCorp, LLC could provide these services to Fort Bend County, if desired. These services would be developed under a separate proposal.

SCHEDULE

Project development and design will begin upon notice to proceed from Fort Bend County anticipated to be on July 27, 2021.

Kick-off Meeting	09/07/2021
Geotechnical Complete	12/07/2021
Surveying Complete	01/11/2021

Preliminary Engineering	04/05/2022
ROW Documents	04/12/2022
Final PS&E	07/19/2022

*CivilCorp is not responsible for delays beyond its control.

COMPENSATION

Payment and compensation for the above Scope of Services except for bidding and construction phase services is to be on a lump sum basis. Bidding and Construction phase services will be billed according to time and materials for services rendered. CivilCorp will prepare monthly invoices for services rendered. A budget in the amount of **\$ 970,631.50** is established for this agreement and will not be exceeded without prior authorization by Fort Bend County. **“Exhibit “A”** provides a summary of the fee estimate and a detailed fee estimate calculation for all items of CivilCorp’s work. A budget in the amount of **\$ 249,251.00** is established for the City of Fulshear additional services.

All work will be closely coordinated with Fort Bend County. Thank you for the opportunity to submit this proposal. If you are in agreement with the services and related fee contained in this proposal and wish to proceed, please sign on the space provided and return an executed copy to my attention that will serve as the Notice to Proceed.

If you have any questions or require additional information, please don’t hesitate to call me. We are looking forward to working with you on this project.

Very truly yours,

CivilCorp, LLC



Thomas C. Kuykendall, Jr., PE
Vice President

Fort Bend County

By: _____
Title: _____
Date: _____

EXHIBIT A

SUMMARY OF PROJECT COSTS

PROJECT NAME: WALLIS STREET
 LIMITS: FROM FM 359 TO FM 1093
 PROJECT LENGTH: APPROX 5,600' (ROADWAY)
 FORT BEND COUNTY PROJECT NO.: 20305
 METHOD OF PAY: LUMP SUM
 PRIME PROVIDER NAME: CIVILCORP, LLC

Monday, August 2, 2021

BASE SERVICES			
TASKS - CIVILCORP	FORT BEND COUNTY	CITY OF FULSHEAR	TOTAL
PRELIMINARY DESIGN			
PROJECT MANAGEMENT	\$ 17,665.00	\$ 17,665.00	\$ 35,330.00
DRAINAGE ANALYSIS	\$ 89,676.00		\$ 89,676.00
PRELIMINARY DESIGN STUDIES	\$ 80,869.00		\$ 80,869.00
SUB TOTAL	\$ 188,210.00	\$ 17,665.00	\$ 205,875.00
UTILITY COORDINATION			
SUB TOTAL	\$ 22,460.00	\$ -	\$ 22,460.00
FINAL DESIGN			
PROJECT MANAGEMENT	\$ 15,280.00	\$ 15,280.00	\$ 30,560.00
CONSTRUCTION PACKAGES (70%, 95%)	\$ 307,300.00		\$ 307,300.00
SUB TOTAL	\$ 322,580.00	\$ 15,280.00	\$ 337,860.00
BID AND CONSTRUCTION PHASE SERVICES			
SUB TOTAL	\$ 15,105.00	\$ 15,105.00	\$ 30,210.00
Direct Expenses	\$ 2,707.00	\$ -	\$ 2,707.00
CIVILCORP TOTAL	\$ 551,062.00	\$ 48,050.00	\$ 599,112.00
TASKS - WEISSER			
TASKS - WEISSER	FORT BEND COUNTY	CITY OF FULSHEAR	TOTAL
EXISTING ROW MAPPING	\$ 24,360.00	\$ 24,360.00	\$ 48,720.00
TOPOGRAPHIC SURVEYING	\$ 58,210.00	\$ -	\$ 58,210.00
SUBSURFACE UTILITY ENGINEERING	\$ 12,600.00	\$ -	\$ 12,600.00
PROJECT CONTROL FOR CONSTRUCTION	\$ 6,580.00	\$ -	\$ 6,580.00
ADDITIONAL SERVICES: PARCEL SURVEYS	\$ 37,500.00	\$ 37,500.00	\$ 75,000.00
SURVEY TOTAL	\$ 139,250.00	\$ 61,860.00	\$ 201,110.00
TASKS - GEOTECH			
TASKS - GEOTECH	FORT BEND COUNTY	CITY OF FULSHEAR	TOTAL
GEOTECHNICAL TOTAL	\$ 39,673.50	\$ -	\$ 39,673.50
TASKS - TRANSCEND			
TASKS - TRANSCEND	FORT BEND COUNTY	CITY OF FULSHEAR	TOTAL
TRAFFIC ANALYSIS	\$ 12,938.00	\$ 12,938.00	\$ 25,876.00
TRAFFIC PLANS	\$ 32,768.00	\$ 32,768.00	\$ 65,536.00
ROUNDBOUT EVALUATION & CONCEPTUAL LAYOUT	\$ 19,662.00	\$ 19,662.00	\$ 39,324.00
TRAFFIC TOTAL	\$ 65,368.00	\$ 65,368.00	\$ 130,736.00
TOTAL BASE SERVICES	\$ 795,353.50	\$ 175,278.00	\$ 970,631.50
ADDITIONAL SERVICES			
TASKS - CIVILCORP	FORT BEND COUNTY	CITY OF FULSHEAR	TOTAL
DRAINAGE ANALYSIS	\$ -	\$ 75,144.00	\$ 75,144.00
DRAINAGE PLANS	\$ -	\$ 43,792.00	\$ 43,792.00
DRAINAGE TOTAL	\$ -	\$ 118,936.00	\$ 118,936.00
TASKS - WEISSER			
TASKS - WEISSER	FORT BEND COUNTY	CITY OF FULSHEAR	TOTAL
PROPOSED ROW AND TOPOGRAPHIC SURVEY	\$ -	\$ 89,470.00	\$ 89,470.00
SURVEY TOTAL	\$ -	\$ 89,470.00	\$ 89,470.00
TASKS - GEOTECH			
TASKS - GEOTECH	FORT BEND COUNTY	CITY OF FULSHEAR	TOTAL
GEOTECHNICAL TOTAL	\$ -	\$ 10,713.00	\$ 10,713.00
TASKS - TRANSCEND			
TASKS - TRANSCEND	FORT BEND COUNTY	CITY OF FULSHEAR	TOTAL
ILLUMINATION TOTAL	\$ -	\$ 30,132.00	\$ 30,132.00
TOTAL ADDITIONAL SERVICES	\$ -	\$ 249,251.00	\$ 249,251.00

EXHIBIT A - FEE SCHEDULE

PROJECT NAME: WALLIS STREET
LIMITS: FROM FM 359 TO FM 1093
FORT BEND COUNTY PROJECT NO.: 20305
METHOD OF PAY: LUMP SUM
PRIME PROVIDER NAME: CIVILCORP, LLC

	TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF DWGS	HRS PER SHEET
	CONTRACT RATE PER HOUR	\$ 220.00	\$ 200.00	\$ 155.00	\$ 125.00	\$ 100.00	\$ 98.00	\$ 90.00				
1	PRELIMINARY DESIGN											
1.1	PROJECT MANAGEMENT											
1.1.1	COORDINATION WITH COUNTY, CITY OF FULSHEAR AND TXDOT	32	40	8	8			12	100	\$ 18,360.00	N/A	N/A
1.1.2	COORDINATION WITH SUBCONSULTANTS	12	12						24	\$ 5,040.00	N/A	N/A
1.1.3	PREPARE MONTHLY INVOICES AND PROGRESS REPORTS	4	8					16	28	\$ 3,920.00	N/A	N/A
1.1.4	MEETING WITH AFFECTED PROPERTY OWNERS	6	6						12	\$ 2,520.00	N/A	N/A
1.1.5	REVIEW MEETINGS	4	4						8	\$ 1,680.00	N/A	N/A
1.1.6	INTERNAL QA/QC	4	8						12	\$ 2,480.00	N/A	N/A
1.1.7	ADDRESS CLIENT COMMENTS	1	2	2		4			9	\$ 1,330.00	N/A	N/A
	HOURS SUB-TOTALS	63	80	10	8	4	0	28	193		0	
	SUBTOTAL PROJECT MANAGEMENT	\$13,860.00	\$16,000.00	\$1,550.00	\$1,000.00	\$400.00	\$0.00	\$2,520.00	\$35,330.00	\$ 35,330.00		
1.2	PROJECT ROW & TOPOGRAPHIC SURVEY											
1.3	GEOTECHNICAL EXPLORATION											
1.4	TRAFFIC ANALYSIS											
1.5	DRAINAGE ANALYSIS											
1.5.1	DATA COLLECTION AND FIELD VISIT	4	4		4				12	\$ 2,180.00	N/A	N/A
1.5.2	EXISTING HYDROLOGY AND HYDRAULICS											
	- Prepare Existing Conditions 100 yr Sheet Flow Pattern	2	4	8	16	24	16		70	\$ 8,448.00	N/A	N/A
	- Existing Conditions Peak Flows Culverts (Cemetery & FM 1093)	2	4	8	16	24	16		70	\$ 8,448.00	N/A	N/A
1.5.3	PROPOSED HYDROLOGY AND HYDRAULICS											
	- Proposed Storm Sewer Model for Wallis Street	4	8	24	24	60	32		152	\$ 18,336.00	N/A	N/A
	- Proposed Ditch Improvement Calculations [CITY OF FULSHEAR]	4	8	24	24	40	24		124	\$ 15,552.00	N/A	N/A
	- Proposed Storm Sewer Outfall Model [CITY OF FULSHEAR]	2	8		24	32	24		90	\$ 10,592.00	N/A	N/A
1.5.4	DEVELOP DRAINAGE MODELS FOR TRIBUTARY#2											
	- Review existing H&H models for Tributary #2 [CITY OF FULSHEAR]	4	8	8						\$ 3,720.00	N/A	N/A
	- Verify Existing Conditions Model [CITY OF FULSHEAR]	2	8	8		16				\$ 4,880.00	N/A	N/A
	- Prepare Calibration Model for existing conditions with Survey Updates [CITY OF FULSHEAR]	2	8	8		40				\$ 7,280.00	N/A	N/A
	- Prepare Proposed Conditions Model [CITY OF FULSHEAR]	2	16	24		40				\$ 11,360.00	N/A	N/A
	- Model Comparison and Impact Determination [CITY OF FULSHEAR]	2	8	8		12				\$ 4,480.00	N/A	N/A
	- Proposed Mitigation Alternatives (Min. 2 Alt.) [CITY OF FULSHEAR]	8	24	24	24	40				\$ 17,280.00	N/A	N/A
	- Prepare Plans and Models for Mitigation Improvements (by Supplemental)									\$ -		
	- Coordinate Reviews and Approvals With FBCDD	24	24	80	60	80				\$ 37,980.00	N/A	N/A
1.5.5	PREPARE DRAINAGE REPORT	2	8	20	16	60	8	4	118	\$ 14,284.00	N/A	N/A
	HOURS SUB-TOTALS	64	140	244	208	468	120	4	636		0	
	SUBTOTAL DRAINAGE ANALYSIS	\$14,080.00	\$28,000.00	\$37,820.00	\$26,000.00	\$46,800.00	\$11,760.00	\$360.00	\$164,820.00	\$ 164,820.00		
1.6	PRELIMINARY DESIGN STUDIES											
1.6.1	DATA COLLECTION	2	16	8		8	8		42	\$ 6,464.00	N/A	N/A
1.6.2	UNMANNED AERIAL VEHICLE DATA COLLECTION	1		1	8	1	4		15	\$ 1,867.00	N/A	N/A
1.6.3	FIELD RECONNAISSANCE		4	8	8				20	\$ 3,040.00	N/A	N/A
1.6.4	DETERMINE & DOCUMENT DESIGN CRITERIA	4	12			16			32	\$ 4,880.00	N/A	N/A
1.6.5	PREPARE PRELIMINARY HORIZONTAL ALIGNMENTS	4	8	24	16		24		76	\$ 10,552.00	N/A	N/A
1.6.6	PREPARE TYPICAL SECTIONS	1	4	8	6		12		31	\$ 4,186.00	4	8
1.6.7	PREPARE PLAN AND PROFILE	2	8	24	24	24	40		122	\$ 15,080.00	14	9
1.6.8	PRELIMINARY COST ESTIMATE	1	4	12		16			33	\$ 4,480.00	N/A	N/A
1.6.9	PREPARE PRELIMINARY ENGINEERING REPORT (PER)	24	48	48		80			200	\$ 30,320.00	N/A	N/A
	HOURS SUB-TOTALS	39	104	133	62	145	88	0	571		18	
	SUBTOTAL PRELIMINARY DESIGN STUDIES	\$8,580.00	\$20,800.00	\$20,615.00	\$7,750.00	\$14,500.00	\$8,624.00	\$0.00	\$80,869.00	\$ 80,869.00		

EXHIBIT A - FEE SCHEDULE

PROJECT NAME: WALLIS STREET
LIMITS: FROM FM 359 TO FM 1093
FORT BEND COUNTY PROJECT NO.: 20305
METHOD OF PAY: LUMP SUM
PRIME PROVIDER NAME: CIVILCORP, LLC

	TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	ADMIN/CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF DWGS	HRS PER SHEET
	CONTRACT RATE PER HOUR	\$ 220.00	\$ 200.00	\$ 155.00	\$ 125.00	\$ 100.00	\$ 98.00	\$ 90.00				
2	UTILITY COORDINATION											
2.1	RECORD RESEARCH		2	8		8			18	\$ 2,440.00	N/A	N/A
2.2	SUBMIT REQUEST TO UTILITY			4		8			12	\$ 1,420.00	N/A	N/A
2.3	DEPICT UTILITIES ON PLANS		4	8	32	16	40		100	\$ 11,560.00	N/A	N/A
2.4	UTILITY CONFLICT MATRIX		2	8		8			18	\$ 2,440.00	N/A	N/A
2.5	UTILITY MEETINGS	8	8	8					24	\$ 4,600.00	N/A	N/A
	HOURS SUB-TOTALS	8	16	36	32	40	40	0	172		0	
	SUBTOTAL UTILITY COORDINATION	\$1,760.00	\$3,200.00	\$5,580.00	\$4,000.00	\$4,000.00	\$3,920.00	\$0.00	\$22,460.00	\$ 22,460.00		
3	FINAL DESIGN											
3.1	PROJECT MANAGEMENT											
3.1.1	COORDINATION WITH TXDOT, COUNTY AND CITY OF FULSHEAR	16	32	6	6			2	62	\$ 11,780.00	N/A	N/A
3.1.2	COORDINATION WITH SUBCONSULTANTS	8	8						16	\$ 3,360.00	N/A	N/A
3.1.3	PREPARE MONTHLY INVOICES AND PROGRESS REPORTS	4	8					12	24	\$ 3,560.00	N/A	N/A
3.1.4	REVIEW MEETINGS	12	12						24	\$ 5,040.00	N/A	N/A
3.1.5	INTERNAL QA/QC	8	8						16	\$ 3,360.00	N/A	N/A
3.1.6	ADDRESS CLIENT COMMENTS	2	4	4		16			26	\$ 3,460.00	N/A	N/A
	HOURS SUB-TOTALS	50	72	10	6	16	0	14	168		0	
	SUBTOTAL PROJECT MANAGEMENT	\$11,000.00	\$14,400.00	\$1,550.00	\$750.00	\$1,600.00	\$0.00	\$1,260.00	\$30,560.00	\$ 30,560.00		
3.2	CONSTRUCTION PACKAGES (70%, 95%)											
3.2.1	COVER SHEET	1	2			4	8		15	\$ 1,804.00	1	15
3.2.2	INDEX OF SHEETS	1	2	4		4	4		15	\$ 2,032.00	1	15
3.2.3	GENERAL NOTES	1	2	4		4	4		15	\$ 2,032.00	1	15
3.2.4	TYPICAL SECTIONS	1	2	8		12	12		35	\$ 4,236.00	4	9
3.2.5	OVERALL PROJECT LAYOUT	1	1	2		8	4		16	\$ 1,922.00	1	16
3.2.6	SURVEY CONTROL MAP			2		2	2		6	\$ 706.00	1	6
3.2.7	PLAN AND PROFILE SHEETS W/ STORM SEWER LINE	8	24	84	84	140	140		480	\$ 57,800.00	14	34
3.2.8	INTERSECTION & ROUNDABOUT LAYOUTS	8	16	24	24	24	36		132	\$ 17,608.00	4	33
3.2.9	DRAINAGE PLANS											
3.2.9.A	- Existing Conditions Drainage Area Maps	2	8	24		80	80		194	\$ 21,600.00	14	14
3.2.9.B	- Proposed Conditions Drainage Area Map	2	16	24		100	112		254	\$ 28,336.00	14	18
3.2.9.C	- Hydrologic and Hydraulic Computations	2	12	24		64	40		142	\$ 16,880.00	8	18
3.2.9.D	- Storm Sewer Plan & Profile (Incorporate in Roadway Sheets)	4	16	24		120			164	\$ 19,800.00	14	12
3.2.9.E	- Storm Sewer Details and Lateral Profiles	2	8	24		32	36		102	\$ 12,488.00	4	26
3.2.9.F	- Ditch Plan & Profile Sheets (Harris, 1st, 2nd, 3rd St) [CITY OF FULSHEAR]	2	8	16		60	60		146	\$ 16,400.00	10	15
3.2.9.G	- Culvert Plan & Profile Sheets (Wallis St. at Cemetery)	2	4	8		12	12		38	\$ 4,856.00	1	38
3.2.9.H	- Proposed Outfall Channel and Storm Trunkline [CITY OF FULSHEAR]	2	8	24		48	32		114	\$ 13,696.00	4	29
3.2.9.I	- Proposed Outfall Details [CITY OF FULSHEAR]	2	8	24		48	32		114	\$ 13,696.00	4	29
	- Proposed Mitigation Plans and Details (By Supplemental)											
3.2.13	TRAFFIC CONTROL PLAN	4	8	16	24	64	64		180	\$ 20,632.00	17	11
3.2.14	STORM WATER POLLUTION PREVENTION PLAN	2	8	8	8	32	32		90	\$ 10,616.00	8	11
3.2.15	SIGNAGE AND PAVEMENT MARKING PLANS	1	8	24	24	40	40		137	\$ 16,460.00	12	11
3.2.16	TRAFFIC PLANS											
3.2.17	STANDARDS AND DETAILS	8	16	32	64	32	40		192	\$ 25,040.00	24	8
3.2.18	CROSS SECTIONS	4	16	32	80	80	48		260	\$ 31,744.00	19	14
3.2.19	CONSTRUCTION COST ESTIMATE	2	4	16		32	16		70	\$ 8,488.00	N/A	N/A
3.2.20	SPECIFICATIONS	1	2	8				4	15	\$ 2,220.00	N/A	N/A
	HOURS SUB-TOTALS	63	199	456	308	1042	854	4	2926		63	
	SUBTOTAL CONSTRUCTION DRAWINGS	\$13,860.00	\$39,800.00	\$70,680.00	\$38,500.00	#####	\$83,692.00	\$360.00	\$351,092.00	\$ 351,092.00		

EXHIBIT A - FEE SCHEDULE

PROJECT NAME: WALLIS STREET
LIMITS: FROM FM 359 TO FM 1093
FORT BEND COUNTY PROJECT NO.: 20305
METHOD OF PAY: LUMP SUM
PRIME PROVIDER NAME: CIVILCORP, LLC

	TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF DWGS	HRS PER SHEET
	CONTRACT RATE PER HOUR	\$ 220.00	\$ 200.00	\$ 155.00	\$ 125.00	\$ 100.00	\$ 98.00	\$ 90.00				
4	BID AND CONSTRUCTION PHASE SERVICES											
4.1	PREPARE PROJECT MANUAL DOCUMENTS	4	16			16		4	40	\$ 6,040.00	N/A	N/A
4.2	PREPARE COMPACT DISKS FOR BIDDING		2			8		2	12	\$ 1,380.00	N/A	N/A
4.3	ATTEND PRE-BID MEETING	4	4						8	\$ 1,680.00	N/A	N/A
4.4	ANSWER PRE-BID QUESTIONS AND PREPARE ADDENDA	2	4	8		8		1	23	\$ 3,370.00	N/A	N/A
4.5	ATTEND PRE-CONSTRUCTION MEETING	4	4						8	\$ 1,680.00	N/A	N/A
4.6	REVIEW SUBMITTALS & PROVIDE RECOMMENDATIONS	3	8	16		16		2	45	\$ 6,520.00	N/A	N/A
4.7	RESPOND TO REQUESTS FOR INFORMATION	3	12	24		24		4	67	\$ 9,540.00	N/A	N/A
	HOURS SUB-TOTALS	20	50	48	0	72	0	13	203		0	
	SUBTOTAL BID AND CONSTRUCTION PHASE SERVICES	\$4,400.00	\$10,000.00	\$7,440.00	\$0.00	\$7,200.00	\$0.00	\$1,170.00	\$30,210.00	\$ 30,210.00		
	CONTRACT RATE PER HOUR	\$ 220.00	\$ 200.00	\$ 155.00	\$ 125.00	\$ 100.00	\$ 98.00	\$ 90.00				

DIRECT EXPENSES	QUANTITY	UNIT	RATE	TOTAL
LODGING/HOTEL (TAXES/FEEES NOT INCLUDED)		day/person	\$ 83.00	\$ -
LODGING/HOTEL (TAXES/FEEES)		day/person	\$ 30.00	\$ -
MEALS (OVERNIGHT STAY REQUIRED)		day/person	\$ 41.00	\$ -
MILEAGE	600	mile	\$ 0.545	\$ 327.00
UNMANNED AERIAL VEHICLE	6	hour	\$ 75.000	\$ 450.00
OVERNIGHT MAIL - OVERSIZED BOX	6	each	\$ 30.00	\$ 180.00
PHOTOCOPIES B/W (8.5" X 11")	1000	each	\$ 0.10	\$ 100.00
PHOTOCOPIES B/W (11" X 17")	2000	each	\$ 0.20	\$ 400.00
PHOTOCOPIES B/W (22" X 34")	500	each	\$ 2.50	\$ 1,250.00
SUBTOTAL DIRECT EXPENSES				\$ 2,707.00
TOTAL				\$ 2,707.00

EXHIBIT B

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: March 23, 2021

Thomas C. Kuykendall, Jr., PE
Vice President – CivilCorp, LLC
29255 FM 1093 Rd. #7A
Fulshear, TX 77441
Ph.832.252.8100 x233
Cell. 832.594.8780
tkuykendall@civilcorp.us

Proposal for Professional Services in Connection With: Wallis Street and City Drainage Projects, Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the “Agreement”) to CivilCorp, LLC (the “Client”).

I. SCOPE OF SERVICES

Surveying and Mapping

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project including but not limited to roadway, corner cuts, sight distance triangles, detention, and outfalls, if necessary. The Surveyor shall establish a project baseline based on the centerline of the right-of-way. The Surveyor shall create an existing utility list (Excel Format) including the type, owner, location, and contact information for existing utilities within the project limits to be supplied to the Engineering Consultant to complete the identification of potential utility conflicts. The Surveyor shall sign and seal all survey documents.

The specific Survey limits for the Wallis Street area are as follows:

Beginning at the intersection of Wallis Street and FM 359 and proceeding south along Wallis Street approximately 5,800 feet to the proposed intersection of Wallis Street and eastbound FM 1093. Limits include 500 feet north and south of the intersection of FM 359 and Wallis, 250 feet east and west of the intersection of Wallis Street and westbound FM 1093, 250 feet east and west of the intersection of Wallis Street and eastbound FM 1093, 150 feet east at the intersection of Wallis Street and 5th Street, 150 feet east at the intersection of Wallis Street and 3rd Street, 150 feet east at the intersection of Wallis Street and 2nd Street, and 150 feet east at the intersection of Wallis Street and 1st Street, for an approximate total length of **8,400 linear feet**.

1. Existing Right of Way Mapping (Cat. 1B; Cond. II)

- a. Perform abstract survey; obtain deeds of record, and plats for Wallis Street right-of-way, streets intersecting Wallis Street and tracts of land adjoining Wallis Street.
- b. Establish the existing right-of-way of Wallis Street, FM 1093, 5th Street, 3rd Street, 2nd, Street, and 1st Street.
- c. Prepare existing Right-of-Way Map of the Project certifying to a Cat. 1B, Cond. II Right-of-Way Survey to be delivered in PDF format.
- d. Prepare Survey Control Sheet(s) for the project to be delivered in PDF format.
- e. Prepare a Google Earth KMZ file showing the existing and proposed right-of-way throughout the project limits.

COST: \$48,720.00 (non-taxable)

2. Topographic Surveying for Wallis Street and Intersecting Roadways (Cat 6; Cond. II)

The Surveyor will provide the following within the surveying limits described in Task 2:

- a. Establish horizontal and vertical project control. Control shall be relative to the North American Datum of 1983 (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88).
- b. For the roadway and ditches, obtain cross-sections at 100-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the proposed right-of-way lines where accessible. Identify locations and elevations of physical features to include buildings, fences, walls, trees, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, etc. Horizontally and vertically locate existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps, plans, and marked by “One Call” within the project limits, flow line elevations, sizes, material types and directions of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures.
- c. The Surveyor will coordinate with pipeline companies, municipal utility districts (MUDs), homeowner’s associations (HOA’s), Fort Bend County, and private utility agencies to obtain locations of existing utilities and depths of existing pipelines and provide Level B Subsurface Utility Surveying.
- d. Prepare existing Topographic Survey Map of the Project certifying to a Cat. 6, Cond. II Topographic Survey to be delivered in PDF format.
- e. The 3D topographical survey base map and digital terrain model (DTM), surface triangular irregular network (TIN) will be created and delivered for the existing roadway using Geopak and Microstation.

COST: \$58,210.00 (non-taxable)

3. Subsurface Utility Engineering (Levels B) Utility/Pipeline Investigations

The Survey shall perform such investigations, research, and other activities necessary to identify any potential utility/pipeline conflicts with the Project, including but not limited to:

- a. Locating and identifying all existing utilities/pipelines including casings and vent pipes within the existing and proposed rights-of-way, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others, and providing Subsurface Utility Engineering Level B effort to locate all subsurface utilities within the existing and proposed right-of-way.
 - Level B – Two dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating”, this quality level provides the horizontal position of subsurface utilities within approximately one foot.

COST: \$12,600.00 (non-taxable)

4. Project Control for Construction

- a. Check and/or re-set project control referenced to project baseline for construction.

COST: \$6,580.00 (non-taxable)

5. Additional Services

- a. Parcel Surveys (Cat. 1A; Cond. II) - Prepare metes and bounds descriptions in accordance with Fort Bend County guidelines for property acquisition and add parcels to the existing right-of-way maps.

**COST: \$1,500.00 per parcel (non-taxable)
(Approximately 50 Tracts = \$75,000.00)**

The specific Survey limits for the City Drainage Project area are as follows:

Beginning on the west right-of-way of Wallis Street at a point approximately 100 feet north of the intersection of Wallis Street and 5th Street and proceeding west approximately 1,600 feet to Fulshear Creek Tributary #2, including 250 feet north and south along the Tributary, beginning again at the intersection of Fulshear Creek Tributary #2 and FM 1093 and proceeding north approx. 500 feet and beginning again at the intersection of Fulshear Creek Tributary #2 and proceeding south approx. 500 feet. Scope also includes approximately 300 feet along 1st Street between Wallis Street and Harris Street, approximately 300 feet along 2nd Street between Wallis Street and Harris Street, approximately 300 feet along 3rd Street between Wallis Street and Harris Street, approximately 600 feet along 5th Street between Wallis Street and FM 359, and approximately 1,500 feet along Harris Street between 1st Street and 5th Street, for an approximate total length of **6,100 linear feet**.

1. Existing Right of Way Mapping (Cat. 1B; Cond. II)

- a. Perform abstract survey; obtain deeds of record, and plats for Wallis Street right-of-way, streets intersecting Wallis Street and tracts of land adjoining Wallis Street.
- b. Establish the existing right-of-way of Wallis Street, 5th Street, Fulshear Creek Tributary #2, 1st Street, Harris Street, 2nd Street, 3rd Street, and FM 359.
- c. Prepare existing Right-of-Way Map of the Project certifying to a Cat. 1B, Cond. II Right-of-Way Survey to be delivered in PDF format.
- d. Prepare Survey Control Sheet(s) for the project to be delivered in PDF format.
- e. Prepare a Google Earth KMZ file showing the existing and proposed right-of-way throughout the project limits.

COST: \$34,560.00 (non-taxable)

2. Topographic Surveying for Wallis Street and Intersecting Roadways (Cat 6; Cond. II)

The Surveyor will provide the following within the surveying limits described in Task 2:

- a. Establish horizontal and vertical project control. Control shall be relative to the North American Datum of 1983 (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88).
- b. For the roadway and ditches, obtain cross-sections at 100-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the proposed right-of-way lines where accessible. Identify locations and elevations of physical features to include buildings, fences, walls, trees, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, etc. Horizontally and vertically locate existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps, plans, and marked by "One Call" within the project limits, flow line elevations, sizes, material types and directions of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures.
- c. The Surveyor will coordinate with pipeline companies, municipal utility districts (MUDs), homeowner's associations (HOA's), Fort Bend County, and private utility agencies to obtain locations of existing utilities and depths of existing pipelines and provide Level B Subsurface Utility Surveying.
- d. Prepare existing Topographic Survey Map of the Project certifying to a Cat. 6, Cond. II Topographic Survey to be delivered in PDF format.
- e. The 3D topographical survey base map and digital terrain model (DTM), surface triangular irregular network (TIN) will be created and delivered for the existing roadway using Geopak and Microstation.

- f. Previous survey information collected by LJA will be utilized for reference and verification.

COST: \$41,650.00 (non-taxable)

3. Subsurface Utility Engineering (Levels B) Utility/Pipeline Investigations

The Survey shall perform such investigations, research, and other activities necessary to identify any potential utility/pipeline conflicts with the Project, including but not limited to:

- a. Locating and identifying all existing utilities/pipelines including casings and vent pipes within the existing and proposed rights-of-way, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others, and providing Subsurface Utility Engineering Level B effort to locate all subsurface utilities within the existing and proposed right-of-way.
 - Level B – Two dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating”, this quality level provides the horizontal position of subsurface utilities within approximately one foot.

COST: \$7,950.00 (non-taxable)

4. Project Control for Construction

- a. Check and/or re-set project control referenced to project baseline for construction.

COST: \$5,310.00 (non-taxable)

II. 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 (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
CivilCorp, LLC

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass _____

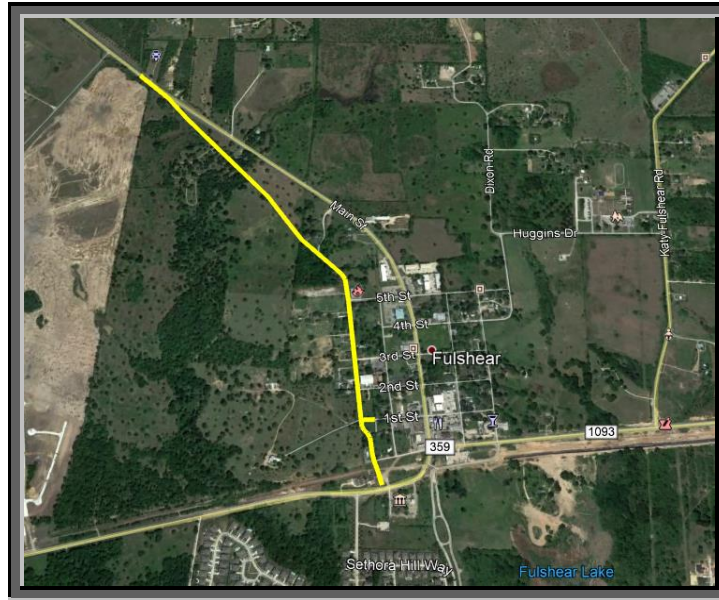
Title: Principal _____

Date of Acceptance: 3/23/2021 _____

EXHIBIT C

**PROPOSAL FOR
DESKTOP GEOLOGIC FAULT STUDY AND
GEOTECHNICAL STUDY
WALLIS STREET PAVING AND DRAINAGE IMPROVEMENTS
FORT BEND COUNTY PROJECT NO. 20305
FORT BEND COUNTY, TEXAS**

PROPOSAL NO. P21-036



TO

**CIVILCORP
FULSHEAR, TEXAS**

BY

GEOTECH ENGINEERING AND TESTING

www.geotecheng.com

OCTOBER 2021

CivilCorp
29255 FM 1093, #7A
Fulshear, Texas 77441

Proposal No. P21-036
October 5, 2021
Tel.: 832-252-8100

E-mail: TKuykendall@civilcorp.us

Attention: Mr. Thomas C. Kuykendall, Jr., P.E.
Vice President

**PROPOSAL FOR
DESKTOP GEOLOGIC FAULT STUDY AND
GEOTECHNICAL STUDY
WALLIS STREET PAVING AND DRAINAGE IMPROVEMENTS
FORT BEND COUNTY PROJECT NO. 20305
FORT BEND COUNTY, TEXAS**

Gentlemen:

At your request, we are pleased to submit this proposal for the Wallis Street Paving/Drainage Improvement project. The roadway improvement will be about 6,300-ft, from FM 359 to FM 1093, Fort Bend County, Texas. Existing 2-lane asphalt roadway will be converted to 2-lane concrete roadway along with storm sewer. The planned paving improvements were discussed in detail with Mr. Thomas C. Kuykendall, Jr., P.E. in order to plan a study that would provide the necessary design and construction data.

INTRODUCTION

It is planned to improve approximately 6,300 linear feet of Wallis Street from FM 359 to FM 1093, Fort Bend County, Texas. We understand that the proposed improvement will consist of concrete pavement, storm sewers and an outfall. Furthermore, the proposed facilities will consist of the following:

Facility	Remarks
Paving	The roadway will be about 6,300-ft long, concrete paving. We understand, client will provide the traffic loading in a form of Equivalent Single Axial Load (ESAL). Furthermore, we understand that 20-year design life will be used for concrete pavement design.
Storm Sewers	The underground utilities will consist of storm sewers. We assumed that the depth of the underground utilities will be less than 10-ft deep.
Outfall (Optional)	We understand a 48-inch diameter outfall with a depth less than 10-ft be constructed at Fulshear Creek Tributary #2. According to the client, the construction of this outfall may be considered additional service; therefore, it is considered optional.



This proposal is divided into three sections. Each section will be discussed and estimated separately. These sections are as follows:

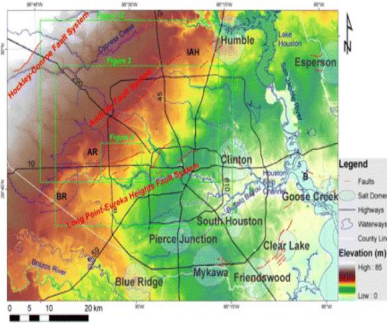
- o Desktop Geologic Fault Study.
- o Geotechnical Exploration Study for the pavement and drainage improvements.
- o Geotechnical Exploration Study for the Outfall (Optional).



The scope of our work will be in general accordance with Fort Bend County Geotechnical Guidelines Draft, May 2021. We understand that the scope of our work will not include review of plans and specifications prior to the final design.

DESKTOP GEOLOGIC FAULTING

The project site is located in Fort Bend County, Texas. Geologic faults are scattered throughout Houston. In general, faults are caused by groundwater and oil removal from the underlying surface. Faults originate several thousand feet below the ground surface and can often cause displacement of the ground surface, causing broken pavement, water lines, and damage to residential and commercial structures.



A Desktop Geologic Fault Study will be conducted. A desktop fault study will include a study of published data on surface faults in the area of the site from the Geotech Engineering and Testing Library. A report of our findings will be provided.

GEOTECHNICAL STUDY

Field Exploration

Site Access. The project alignment is along the existing 2-lane asphalt roadway. Therefore, site access can be provided, using a truck-mounted drilling rig. Traffic control will be required. Due to presence of soft subgrade soils and potential access problems, an ATV rig may have to be used for the boring near the proposed outfall (optional).



Surveying. The client will establish and provide GET the boring coordinates and ground surface elevations. GET will mark the boring locations in the field so that the survey crew can locate them.

Checking for Utilities. GET will call Texas 811-Call for the locations of utilities. GET will coordinate these activities. GET will not hire a contractor to conduct subsurface utility studies to find location of any and all utilities. This is not the scope of GET work. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.



Traffic Control. Traffic control will be required along the project alignment during our field exploration. The scope of our field work will require a lane closure during drilling and sampling and borehole grouting. Our traffic control will be subcontracted out.

Drilling and Sampling. We will evaluate the soil stratigraphy and groundwater conditions for the proposed paving and storm sewer improvements by conducting fourteen (14) soil borings to a depth of 15-ft from existing grade. It should be noted that spacing between borings is about 500-ft. We will conduct one (1) soil boring near the proposed outfall (optional) to a depth of 15-ft from existing grade. The Plan of Borings is shown on Plate 2. The borings schedule is as follows:

Facility	Borings	Depth, ft	Remark
Paving and Underground Utilities	B-1 thru B-14	15	A truck-mounted drilling rig.
Outfall (Optional)	B-15	15	A truck-mounted drilling rig. An ATV rig may be needed, if wet and soft soils are encountered.

Soil samples will be obtained continuously from the surface to the completion depth of borings. The cohesive soils will be sampled, using a Shelby Tube sampler. Standard Penetration Tests (SPT) will be performed in sands, if encountered. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory unconfined compression and Torvane tests used to supplement laboratory shear strength data.



Groundwater. Depth to groundwater will be important for design and construction of the proposed facilities. For this reason, borings will be drilled dry and the depth at which groundwater is encountered will be recorded. Twenty-four hour water levels will not be measured.

Borehole Grouting. All of the geotechnical boreholes will be grouted with cement and bentonite, after drilling and sampling.

LABORATORY TESTING

Laboratory tests will vary with the soils encountered but will be planned to evaluate soils design parameters for the proposed pavements and storm sewers.



It is anticipated that the tests will include hand penetrometer, torvane, unconfined compression, unit weight, moisture content, liquid and plastic limit tests and gradation.





All of the subsoils will be classified in general accordance with the American Society of Testing Materials (ASTM) Soil Classification System. All tests will be performed in general accordance with the ASTM Procedures.

ENGINEERING ANALYSES AND REPORTING

The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented and recommendations made relative to the following:

Facility	Recommendations
General	<ul style="list-style-type: none"> ○ Summary. ○ Project site pictures. ○ Geology. ○ Results of the Desktop Geologic Fault Study and recommendations for Phase I Study, if warranted. ○ Generalized soils stratigraphy and groundwater levels. ○ Boring logs per GET format.
Road Paving	<ul style="list-style-type: none"> ○ Estimated subgrade properties (based on correlations) including CBR and Resilient Modulus values for natural soils. ○ Concrete pavement design, using AASHTO 1993 pavement design method. The client will provide traffic loading in the form of ESAL. ○ Concrete pavement recommendations. ○ Pavement steel placement and spacing. ○ Soil stabilization requirements for the pavements. ○ Potential construction problems. ○ Recommendations on site drainage.
Storm Sewers	<ul style="list-style-type: none"> ○ In the event that open excavation is used, we will provide bedding, backfilling, excavation wall and bottom stability, thrust restraint, dewatering, pipe design parameters.



Facility	Recommendations	
Storm Sewers	<ul style="list-style-type: none"> ○ In the event that augering is used, we will provide, soil design parameters, ground stability, auger pit excavation stability and dewatering. ○ OSHA soil classification for the trench safety. 	
Outfalls (Optional)	<ul style="list-style-type: none"> ○ Recommendations on design of outfall structure, including bedding requirements, excavations, backfilling, etc. ○ Recommendations on ditch side slopes. Slope-stability analysis will not be conducted. ○ Soil types available from excavations and use of these materials for fill. ○ Erosion protection, including the use of grass for erosion protection. ○ Potential construction issues. 	

COST ESTIMATE

General

Based on the scope of work outlined above, we estimate the cost for field, laboratory, and engineering services based on the Fee Schedule as shown on Plates 4 through 6. This estimate assumes underground obstructions will not be encountered that require boring relocations. GET is not responsible for damages to underground utilities, man-made utilities, etc. In the event that concrete, rock/rubble is encountered, the boring(s) will be terminated. We understand that all of the boring elevations will be provided by the client prior to completion of GET report. Our cost estimate includes one draft report copy and one final report copy. A digital copy of the report will also be provided. Additional report copies will be provided at a separate charge.



Underground Utilities

The cost estimate for geotechnical services assumes that underground obstructions will not be encountered during boring that requires boring relocation(s). GET will contact Texas 811 for the presence of underground utilities. However, Texas 811 does not have information regarding the presence of underground utilities inside the properties. GET is not responsible for damage to underground utilities, man-made objects, etc., that are not identified by Texas 811. The scope of our work does not include subsurface utility engineering. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.



Traffic Control Allowance

The cost estimate for traffic control is only an allowance. The actual cost may be lower or higher, depending on access, pavement thickness, concrete strength and daily production. GET is prepared to use any qualified traffic control subcontractor specified by the client. **Our estimated traffic control schedule is as follow:**

	<u>Day</u>	<u>Services</u>
	<u>4.0</u>	Drilling and Sampling, Borehole Grouting
Total:	<u>4.0</u>	

Cost Summary

A summary of estimated cost is presented below:

<u>Scope of Work</u>	<u>Estimated Cost</u>	<u>Cost Breakdown Plate(s)</u>
Desktop Geologic Fault Study	\$ 677.50	3
Geotechnical Exploration for Paving and Storm Sewer	36,114.00	3 – 4
Traffic Control (allowance)	<u>2,882.00</u>	4
Subtotal	\$ <u>39,673.50</u>	
Geotechnical Exploration for an Outfall (optional)	10,313.00	5 – 6
ATV Rig (allowance)	<u>400.00</u>	6
Subtotal	\$ <u>10,713.00</u>	
Grand Total	\$ <u>50,386.50</u>	

REPORT REVIEWS AND COMMENTS

Our report will be submitted to CivilCorp in a draft form for comments. Once these reviews are completed, a final report will be issued. All of these comments will be incorporated in the final report. The client agrees that all reviews are complete once a notice for a final report is issued. Any changes to the final report will be outside the scope of our study. We will incorporate any future comments after the final report is issued on a time and materials basis per the applicable fee schedule.

TIME SCHEDULES

We estimate that the field work can be started about one (1) week after authorization is received. The project schedule will be as follows:

<u>Facility</u>	<u>Right of Way/Utility Clearance</u>	<u>Field Exploration</u>	<u>Laboratory Testing</u>	<u>Engineering</u>	<u>Total</u>
Paving and Utilities	5	10	20	30	65

Preliminary recommendations will be submitted during the course of the exploration, if required to expedite design.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING
TBPE Registration Number F-001183



David A. Eastwood, P.E., D.GE, DFE, C.A.P.M., F.FPA, F. ASCE.
Principal Engineer

ACCEPTED BY: _____

COMAPANY NAME: _____

PRINTED NAME: _____

DATE: _____

Enclosures: Site Vicinity Map – Plate 1
Plan of Borings – Plate 2
Cost Estimate – Plates 3 through 6
General Conditions
Fee Schedule

Copies Submitted: (1) Mr. Thomas C. Kuykendall, Jr., P.E.
(1) DAE



PLAN OF BORINGS (Boring locations are approximate)

PROJECT: Desktop Geologic Fault Study and Geotechnical Exploration for Wallis Street Paving and Drainage Improvements
 Fort Bend County, FBC Project No. 20305, Texas

SCALE: NOT TO SCALE

DATE: OCTOBER 2021

PROPOSAL NO.: 21-036E

NORTH



Estimated Cost Summary (Detailed)
Desktop Geologic Fault Study and Geotechnical Study
Wallis Street Paving and Drainage Improvements
Fort Bend County, Texas

P21-036

Consultant Proposal Breakdown

GEOTECH ENGINEERING AND TESTING		Principal Engineer	Senior Engineer	Graduate Engineer	Field Technician	Typing/Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
Date: October 5, 2021										
		Billing Rate per Hour								
		\$250.00	\$205.00	\$115.00	\$55.00	\$70.00				
Task No.	Task Description	* LEVEL OF EFFORT								
Desktop Geologic Fault Study										
1	Review of Existing Published Fault Maps by Staff Engineer			4						\$460.00
2	Reporting		0.5	1						\$217.50
									Total:	\$677.50
Project Initiation upon Receiving NTP										
3	Review of the scope of the work	4	2	2						\$1,640.00
4	Coordinate with Client, in obtaining the updated information of the project			1						\$115.00
Paving and Utilities along project alignment, 14 Borings										
Field Investigation										
5	Develop a Drilling Plan			1						\$115.00
6	Staking the Fourteen (14) Borings in the Field			8						\$920.00
7	Coordinate with Surveyors to Locate & Tie in Borings at Site			1						\$115.00
8	Field Coordination during Drilling Including Utility Clearance, Texas One Call, and/or obtain drilling permission			8						\$920.00
9	Mobilization / Demobilization						LS	1	\$700.00	\$700.00
10	Drilling and Sampling Fourteen (14) Borings									
11	Continuous (0' - 20')						LF	210	\$25.00	\$5,250.00
12	Daily Travel						EA	2	\$500.00	\$1,000.00
13	Borehole Grouting						FT	12	\$210.00	\$2,520.00
14	Technician, Logging Borings, Borehole cleaning and Water Level Reading				40					\$2,200.00
15	Vehicle Charge (Boring staking, site visits during field coordination during drilling including utility clearance, Texas One Call etc., and borehole logging and grouting)						HR	56	\$12.00	\$672.00
									Subtotal	\$16,167.00
Laboratory Testing										
16	Assign Laboratory Tests, Looking at Soil Samples			4						\$460.00
17	Data Reduction and Evaluation			1						\$115.00
18	Water Content (all samples)						EA	105	\$11.00	\$1,155.00
19	Liquid and Plastic Limits						EA	21	\$71.00	\$1,491.00
20	Percent Passing #200 Sieve						EA	21	\$55.00	\$1,155.00
21	Torvane						EA	105	\$3.00	\$315.00
22	Hand Penetrometer						EA	105	\$4.00	\$420.00
23	Unconfined Compression						EA	21	\$51.00	\$1,071.00
									Subtotal	\$6,182.00
Plate 3										

Estimated Cost Summary (Detailed)
Desktop Geologic Fault Study and Geotechnical Study
Wallis Street Paving and Drainage Improvements
Fort Bend County, Texas

P21-036

Consultant Proposal Breakdown

GEOTECH ENGINEERING AND TESTING		Principal Engineer	Senior Engineer	Graduate Engineer	Field Technician	Typing/Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
Date: October 5, 2021										
		Billing Rate per Hour								
		\$250.00	\$205.00	\$115.00	\$55.00	\$70.00				
Task No.	Task Description	* LEVEL OF EFFORT								
Engineering Analysis and Report										
24	Prepare Plan of Borings			1						\$115.00
25	Analyze field and laboratory test results			2						\$230.00
26	Prepare summary of laboratory test data			1						\$115.00
27	Edit and prepare final boring log profiles			14						\$1,610.00
28	Prepare and develop boring log profiles			1						\$115.00
29	Develop concrete pavement design based on traffic loading	0.5	2	6						\$1,225.00
30	Recommendations on underground utilities		1	5						\$780.00
31	OSHA soil classification for the trench safety and Trench Safety		3	6						\$1,305.00
32	Document the results of soil exploration, laboratory testing and geotechnical recommendations in a geotechnical draft report	4	10	30						\$6,500.00
33	Responding to comments from CivilCorp	1	2	4						\$1,120.00
34	Technical Typing/Drafting					5				\$350.00
35	Report Reproduction Allowance									\$300.00
									Subtotal	\$13,765.00
									Total:	\$36,114.00
ALLOWANCE ITEMS										
Traffic Coordination/Allowance										
36	Traffic Control (cost + 10%)						DAY	4	\$720.50	\$2,882.00
									Subtotal	\$2,882.00
									Total:	\$2,882.00
									Grand Total:	\$39,673.50

Plate 4

Estimated Cost Summary (Outfall)
Desktop Geologic Fault Study and Geotechnical Study
Wallis Street Paving and Drainage Improvements
Fort Bend County, Texas

P21-036

Consultant Proposal Breakdown

GEOTECH ENGINEERING AND TESTING		Principal Engineer	Senior Engineer	Graduate Engineer	Field Technician	Typing/ Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
Date: October 5, 2021										
		Billing Rate per Hour								
		\$250.00	\$205.00	\$115.00	\$55.00	\$70.00				
Task No.	Task Description	* LEVEL OF EFFORT								
Geotechnical Exploration Study for Outfall, One Boring to 15-ft Depth										
Project Initiation upon Receiving NTP										
1	Review of the scope of the work (Scope meetings)		1	1						\$320.00
2	Coordinate with Client, in obtaining the updated information of the project		1							\$205.00
									Subtotal	\$525.00
* LEVEL OF EFFORT										
Field Investigation										
3	Develop a Drilling Plan		0.5	1						\$217.50
4	Staking the One (1) Boring in the Field			4						\$460.00
5	Coordinate with Surveyors to Locate & Tie in Borings at Site			1						\$115.00
6	Field Coordination during Drilling Including Utility Clearance,		1	3						\$550.00
7	Mobilization / Demobilization						LS	1	\$700.00	\$700.00
8	Drilling and Sampling One (1) Boring to 15-ft Depth									
9	Technician, Borehole Logging, Clearing, Borehole Grouting				10					\$550.00
10	Borehole Grouting						FT	15	\$12.00	\$180.00
11	Continuous (0' - 20')						LF	15	\$25.00	\$375.00
12	Vehicle Charge (Boring staking, site visits during field coordination during drilling including utility clearance, Texas One Call etc., and borehole logging)						HR	14	\$12.00	\$168.00
									Subtotal	\$3,315.50
Laboratory Testing										
13	Assign Laboratory Tests, Looking at Soil Samples		0.5	0.5						\$160.00
14	Water Content (all samples)						EA	6	\$11.00	\$66.00
15	Liquid and Plastic Limits						EA	3	\$71.00	\$213.00
16	Percent Passing #200 Sieve						EA	3	\$55.00	\$165.00
17	Sieve Analysis with Hydrometer						EA	1	\$145.00	\$145.00
18	Torvane						EA	6		\$0.00
19	Hand Penetrometer						EA	6		\$0.00
20	Unconfined Compression						EA	1	\$51.00	\$51.00
Plate 5									Subtotal	\$800.00

Estimated Cost Summary (Outfall)
Desktop Geologic Fault Study and Geotechnical Study
Wallis Street Paving and Drainage Improvements
Fort Bend County, Texas

P21-036

Consultant Proposal Breakdown

GEOTECH ENGINEERING AND TESTING		Principal Engineer	Senior Engineer	Graduate Engineer	Field Technician	Typing/Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
Date:	October 5, 2021									
		Billing Rate per Hour								
		\$250.00	\$205.00	\$115.00	\$55.00	\$70.00				
Engineering Analysis and Report										
21	Prepare Plan of Borings			0.5						\$57.50
22	Analyze field and laboratory test results			0.5						\$57.50
23	Prepare summary of laboratory test data			0.5						\$57.50
24	Edit and prepare boring log profile			1						\$115.00
Develop Geotechnical Recommendations										
25	Recommendations on the Outfall Structures		0.5	1						\$217.50
26	Recommendation for Ditch Side Slopes		0.5	1						\$217.50
27	Recommendation for Pipe Outfalls		0.5	1						\$217.50
28	Groundwater Effects on the Base Stability of Excavations		0.5	1						\$217.50
29	Prepare a geotechnical trench safety letter report		2	4						\$870.00
30	Document the results of soil exploration, laboratory testing	2	6	16						\$3,070.00
31	Incorporate the review comments	1	1	2						\$435.00
32	Technical Typing/Drafting					2				\$140.00
33	Report Reproduction Allowance									\$0.00
									Subtotal	\$5,672.50
									Total:	\$10,313.00
ALLOWANCE ITEMS										
ATV Rig Allowance										
47	Mobilization/Demobilization						LS	1	\$250.00	\$250.00
48	Drilling and Sampling Surcharge						FT	15	\$10.00	\$150.00
									Subtotal	\$400.00
Plate 6									Grand Total	\$10,713.00

GENERAL CONDITIONS

PAYMENT TERMS - The entire payment is due upon receipt of our invoice. Any retainers are for the sole purpose of the securing part of the expenses. Upon completion of the project, any overpayment will be issued back to client, including the retainer paid (if applicable). If payment is not received within ten (10) 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, David Eastwood's hourly charges spent on collections, or any other cost incurred in collecting delinquent counts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 2, located at 101 S. Richey, Suite B, Pasadena, Harris County, Texas 77506. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.

In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE - GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by GET in connection with the services requested or performed hereunder is that we will use that degree of care and 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 consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.

RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for GET to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations but have not included in our fee the cost of restoration of damage which may result. If client desires restoration of the property to its former condition, an additional fee will be required and notice of such desire must be provided in writing to GET, prior to our completion of services under this contract.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects on the property where the field tests or boring will be performed. GET's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If GET is cautioned, advised, or given data, in writing, revealing the presence or potential presence of underground or overground obstructions, such as utilities, GET will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and hold GET harmless from all claims, suits, losses, personal injury, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to GET in writing, or to reimburse GET for expenses incurred defending any such claims or suits, including reasonable attorneys' fees.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests. Drilling samples or other specimens will be disposed of 14 days after submission of our report. Upon written request, GET will retain test specimens or drilling samples for a specified period of time, to be determined at the time of the writing. An acceptable storage charge will be determined prior to such storage.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory data, calculations and estimates, prepared by GET as instruments of service pursuant to this Agreement, shall be the sole property of GET. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by GET, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of GET. At the request and expense of Client, GET will provide copies of documents created in the performance of the work for a period not exceeding five years following the submission of the report contemplated by this Agreement.

SAFETY - Should GET provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by GET is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISIT - Client agrees that GET will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GET will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by GET will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by GET to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that GET is observing placement of all materials. Full-time inspections mean that an employee of GET has been assigned for eight-hour days during regular business hours. Any alteration of plans, including but not limited to; alteration of blueprints, specifications, recommendations, etc. by the Client or a third party, shall relieve GET of all liability for damages incurred, directly or indirectly, from such changes.

CORPORATE STRUCTURE - The company is a partnership, DAE and Associates, LTD doing business as Geotech Engineering and Testing.

Initial _____

EXHIBIT D

July 16, 2021

Thomas C. Kuykendall, Jr., PE
Vice President
CivilCorp, LLC
29255 FM 1093, #7A
Fulshear, TX 77441

Subject: **Wallis Street Corridor Improvements
Fort Bend Bond Project No. 20305
Traffic Engineering Analysis and Design**

Dear Tommy,

Transcend Engineers & Planners, LLC (Transcend) is pleased to submit this proposal to provide traffic engineering analysis and design services for Wallis Street Corridor Improvements, in City of Fulshear, Fort Bend County.

Assumptions

- Wallis Street will be converted to a two-lane southbound only street and extended to FM 1093 to form two separated signalized intersections along eastbound and westbound lanes.
- Proposed roadway and intersection design will be provided by CivilCorp.
- Pedestrian accommodation will follow downtown redevelopment guidelines outlined in the Fulshear Livable Centers Study.
- The engineering design shall be performed in accordance with Fort Bend County and TxDOT design guidelines, standards and specifications and generally accepted procedures, including approved variances.
- TxDOT signal pole standard drawings and specifications will be used for signal design at FM 1093.
- Interim reviews shall be at 70% and 95% submittals.

Scope of Work

Part A – Operational Analysis and Design of Wallis Street Intersections

Transcend will develop the preliminary engineering report (PER) including operational and safety analysis, signal warrant analysis, and schematic development for two new intersections at Wallis Street and FM 1093 (eastbound and westbound).

Our design services include traffic signal design including decorative luminaries and traffic signal timing for the Wallis Street and FM 1093 (eastbound and westbound) intersections. Preemption and interconnect with existing signals at FM 1093 at FM 359 (Main Street) will also be included in the design.

In addition, Transcend will perform roundabout evaluation as well as conceptual development layout for Wallis and FM 359 (Main Street) intersection.

A.1 PER Support Services for Wallis Street at FM 1093 EB and WB Intersections

Transcend will develop a Preliminary Engineering Report (PER) to describe the existing conditions and design parameters for the operation of Wallis Street at FM 1093 EB and WB intersections. The following tasks are included in the PER preparation:

- Collect and Process 24hr traffic volumes and peak hour turning movement counts
- Perform Traffic Signal Warrant Analysis
- Perform Traffic Signal Operational Analysis (Wallis at WB and EB FM 1093)
- Perform Operational Analysis with Future Year Volumes (FM 359 at Huggins Street)
- Prepare Vehicle turning template diagram
- Prepare Sight Triangles
- Prepare PER technical memo
- Develop Schematic of the proposed 50% signal layout
- Develop Construction cost estimate for the 50% signal layout

A.2 Traffic Signal Design Services for Wallis Street at FM 1093 EB and WB Intersections

a. Survey Coordination

Transcend shall work with Weisser Engineering & Surveying, the project surveying contractor, to ensure the surveyor will provide the required topography, Survey Control and Existing ROW. Transcend will ensure Weisser provides topo cut sheets including alignment information. Under the County's guidance, Transcend shall also coordinate with the Surveyor for Proposed ROW as optional additional.

b. Signal Design

The traffic signal design will follow TXDOT and Fort Bend County standard and specifications including pedestrian and aesthetic designs consideration outlined in the Fulshear Livable Centers Study. Our design task will include the following:

- Mast arm configuration and horizontal LED vehicle signal heads
- Pole-mounted decorative luminaires for safety lighting at the intersection
- Fully actuated vehicle detection
- Pedestrian LED countdown signals, fully actuated push buttons, signing, and crosswalks.
- Interconnect layout along FM 1093 between the proposed new traffic signals at Wallis Street and adjacent traffic signals at FM 359 (Main Street)
- Emergency vehicle preemption system
- Signal Timing Coordination between Wallis Street and Main Street (FM 359) intersections
- New wheelchair ramps in compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG) as adopted by Fort Bend County/TxDOT

Transcend shall develop Plan layouts to include the following sheets:

- Title Sheet
- Sheet Index
- Quantities
- Construction General Notes
- Traffic Signal Notes
- Traffic Signal Plans
- Video Detection Layout
- Traffic Signal Interconnect Layout
- Proposed Signing and Pavement Marking Layout

- Proposed Ramp Layout
- TxDOT/County Signal Standards and Details including Preemption and Interconnect

Transcend shall prepare Plan Layouts following Fort Bend County or TxDOT guidelines according to directions for the Wallis Street Corridor Improvement project. We will develop plans and prepare deliverables following the following guidelines.

- Prepare all design drawings using MicroStation consistent with the level structure required by Fort Bend County or TxDOT as required for the corridor project
- Prepare at 1"=40' scale in English Units as 11" x 17" layouts
- Submit one PDF copy at each interim review (70% and 95%)
- Provide quantities in TxDOT/County format as required for the corridor project
- Sign and seal bond set of applicable plans for final submittal
- Provide computer files containing all required design drawings

A.3 Roundabout Analysis and Conceptual Layout for Wallis Street and FM 359

Transcend will provide traffic engineering analysis for the intersection of Wallis Street at FM 359 (Main Street). The analysis will include AM and PM peak hour for existing and future scenarios using the following intersection control configuration: two-way stop control (existing) and roundabout (proposed). We will evaluate the number of lanes and configuration of the roundabout to provide capacity for the expected increase in traffic volumes while providing opportunity for development. Our effort will include:

- Collect and Process 24hr traffic volumes and peak hour turning movement counts
- Collect crash history and perform crash analysis for existing conditions
- Develop traffic volume projections for Existing and Future (2025 and 2040) conditions by coordinating with H-GAC
- Perform Traffic Operational Analysis for Existing and Future (2025 and 2040) conditions
- Develop Conceptual Roundabout Layout
- Prepare Technical Report

Part B – Illumination Design for Wallis Street Corridor

Transcend will provide continuous lighting design along Wallis Street Corridor from FM 359 (Main Street) to FM 1093. The illumination design includes decorative luminaires according to City of Fulshear guidelines. The following tasks will be provided as part of these design services:

- Perform Decorative Lighting Fixture Selection and Vendor Coordination
- Coordinate with CNP and other utilities
- Provide Continuous lighting design, calculations, plan drawings, and quantities
- Submit one PDF copy at each interim review (70% and 95%)
- Deliverables will include the following:
 - Prepare all design drawings using MicroStation consistent with the level structure required by Fort Bend County/City of Fulshear
 - Prepare at 1"=50' scale in English Units as 11" x 17" layouts
 - Provide quantities as required for the corridor
 - Sign and seal bond set of plans for final submittal
 - Provide computer files containing all required design drawings

Compensation

Transcend's fixed fee is as follows which includes labor and non-labor reimbursable expenses. The hours estimate and cost breakdown for Transcend are shown in **Attachment A**.

Task	Fee
Part A – Operational Analysis and Design	
A.1 Preliminary Engineering Report (PER)	\$25,876.00
A.2 Traffic Signal Design	\$65,536.00
A.3 Roundabout Evaluation and Conceptual Layout	\$39,324.00
Part A TOTAL	\$130,736.00
Part B – Illumination Design	
Illumination Design Services for Wallis Street	\$30,132.00
GRAND TOTAL	\$160,868.00

Transcend shall submit monthly Invoices as lumpsum showing percent work complete. Transcend will consider work not specifically stated above as additional with a right to negotiate.

Schedule

Transcend will follow the overall project schedule for the Wallis Street Corridor and defer to CivilCorp and Fort Bend County for any adjustments. Note that Transcend shall not proceed with any work or additional services without written NTP from Fort Bend County.

Please contact me at 832.492.4499 or at raj@transcendengineers.com with any questions. We appreciate the opportunity to serve Fort Bend County and look forward to NTP.

Regards,

Transcend Engineers & Planners, LLC.

Raj Basavaraju, P.E., PTOE
Principal

Attachment:

Transcend Hours Estimate & Cost Breakdown

**ATTACHMENT A
HOURS ESTIMATE & COST BREAKDOWN
TRAFFIC ENGINEERING SERVICES FOR WALLIS STREET CORRIDOR IMPROVEMENTS (FM 359 to FM 1093)**

Task Description	Project Manager	Project Engineer	Traffic Engineer	CADD Technician	Project Admin.	Total Hours	Cost
PART A - Wallis Street Operational Analysis and Design							
A.1 Preliminary Engineering Report (PER)							
Project Management (incl. QA/QC)	4				4	8	\$1,224.00
Traffic Volume Data Processing			4	8		12	\$1,452.00
Traffic Signal Warrant Analysis		2	16			18	\$2,490.00
Operational Analysis Summary (Wallis at WB and EB FM 1093)		8	20			28	\$4,020.00
Operational Analysis with Future Year Volumes (FM 359 at Huggins Street)		4	20			24	\$3,360.00
Turning Template Diagram		2		4		6	\$786.00
Sight Triangles			4	4		8	\$996.00
PER Technical Memo	2	4	16	8		30	\$4,164.00
Signal Schematic (50% Plans, 2 Intersections)	2	4	6	8		20	\$2,814.00
Construction Cost Estimate (50% Layout)	2	4	6	8		20	\$2,814.00
Traffic Data Collection (24-hrs & Peak Hour Counts)							\$1,500.00
Mileage [40 miles round trip/Assume 2 visits/\$0.56 (2021 rate)]							\$56.00
Printing							\$200.00
PER SUPPORT SERVICES HOURS/COST	10	28	92	40	4	174	\$25,876.00
A.2 Traffic Signal Design Services - Wallis St. at FM 1093 EB and WB Intersections							
Project Management (incl. QA/QC)	8				4	12	\$2,088.00
Meetings (Kick-off, Coordination, 50%)	8	8				16	\$3,048.00
Survey Coordination		2	6			8	\$1,140.00
Site Inventory		4	4			8	\$1,200.00
Utility Coordination		2	8			10	\$1,410.00
Preemption and Interconnect Design, Coordination Timings, and Drawings (Wallis St and Main St/FM 359)	2	2	4	8		16	\$2,214.00
Illumination Design and Drawings - Decorative Luminaires at FM 1093 Intersections	2	2	4	8		16	\$2,214.00
Traffic Signal Design Drawings - Wallis at WB & EB FM1093	16	36	90	192		334	\$43,434.00
Submittals (70%, 95%, 100%)	6	24		24	6	60	\$8,532.00
Mileage [40 miles round trip/Assume 2 visits/\$0.56 (2021 rate)]							\$56.00
Printing							\$200.00
SIGNAL DESIGN SERVICES HOURS/COST	42	80	116	232	10	480	\$65,536.00
A.3 Roundabout Evaluation and Conceptual Layout - Wallis St at FM 359							
Project Management (incl. QA/QC)	8				4	12	\$2,088.00
Traffic Volume Data Processing		4	4	8		16	\$2,112.00
Develop Traffic Volume Projections (2025 and 2040)		32	8			40	\$6,360.00
Crash Data Analysis			8			8	\$1,080.00
Peak Hour Analysis- Existing Condition (Stop Control)		4	20			24	\$3,360.00
Peak Hour Analysis- 2025 and 2040 Conditions (Stop Control & Roundabout)		8	72			80	\$11,040.00
Roundabout Conceptual Layout	4	8	8	24		44	\$6,000.00
Technical Memo	4	8	20	8		40	\$5,796.00
Traffic Data Collection (24-hrs & Peak Hour Counts)							\$1,250.00
Mileage [40 miles round trip/Assume 1 visit/\$0.56 (2021 rate)]							\$38.00
Printing							\$200.00
ROUNDBABOUT EVALUATION SERVICES HOURS/COST	16	64	140	40	4	264	\$39,324.00
PART B - Wallis Street Continuous Lighting							
Illumination Design Services - Wallis St. from FM 359 to FM 1093							
CNP Coordination and Utility Coordination		8	12			20	\$2,940.00
Decorative Lighting Fixture Selection/Vendor Coordination	4	4	16	10		34	\$4,824.00
Illumination Design, Calculation, and Drawings - Continuous Lighting along Wallis Street	4	16	40	64		124	\$16,200.00
Submittals (70%, 95%, 100%)	4	8	12	16	6	46	\$6,168.00
ILLUMINATION DESIGN SERVICES HOURS/COST	12	36	80	90	6	224	\$30,132.00
GRAND TOTAL	80	208	428	402	24	1142	\$160,868.00

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.
 CivilCorp, LLC
 Fulshear, TX United States

Certificate Number:
 2021-825839

Date Filed:
 11/19/2021

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

Date Acknowledged:
 12/14/2021

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.
 20305
 Provide professional civil engineering and surveying services for improvements to Wallis Street from FM 1093 to FM 359 in Fulshear, TX under 2020 Mobility Bond Program (SOQ 14-025)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CivilCorp, LLC	Fulshear, 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)