

Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

- (a) Contractor's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Contractor for the Services performed under this Agreement is One Hundred Fifty-Nine Thousand, Three Hundred Fifty-Five and 00/100 Dollars (\$159,355.00). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (c) County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is One Hundred Fifty-Nine Thousand, Three Hundred Fifty-Five and 00/100 Dollars (\$159,355.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Fifty-Nine Thousand, Three Hundred Fifty-Five and 00/100 Dollars (\$159,355.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Fifty-Nine Thousand, Three Hundred Fifty-Five and 00/100 Dollars (\$159,355.00).

6. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
8. **Insurance.** Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form 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:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.
 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County.

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

Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR OR CONTRACTOR'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL. CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
10. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12. **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Contractor represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor or agent of Contractor who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Contractor shall comply with, and will require that all Contractor's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and

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

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Contractor shall promptly furnish all such data and material to County on request.
18. **Inspection of Books and Records.** Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Upon termination of this Agreement by County, Contractor shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; action by a government agency; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Contractor may not assign this Agreement to another party without the prior written consent of County.

22. **Successors and Assigns Bound.** County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Contractor: RPS Infrastructure, Inc.
575 N. Dairy Ashford
Suite 700
Houston, Texas 77079

25. **Performance Representation.** Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Contractor shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining

to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.

27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case 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 provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is

authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

2.27.2024
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



RPS INFRASTRUCTURE, INC.

Lynn Pipkin
Authorized Agent – Signature

Lynn Pipkin, P.E.
Authorized Agent- Printed Name

Transport Leader, Houston
Title

February 7, 2024
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 159,355.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\engineering\rps infrastructure, inc. (24-eng-100374)\agmt for professional services with rps infrastructure, inc..docx – aw

EXHIBIT A

(Follows Behind)



December 1, 2023

Mr. Ike Akinwande, P.E.
Fort Bend County Engineering Department
301 Jackson Street Suite 400
Richmond, TX 77469

575 N. Dairy Ashford
Suite 700
Houston, Texas 77079
T +1 281 589 7257

RE: Melanie Ln Design Proposal

Dear Mr. Akinwande.

Thank you for the opportunity to submit RPS Infrastructure's proposal for providing professional engineering services to prepare roadway widening and drainage improvements for Melanie Lane in Fort Bend County, Texas. The proposal includes a detailed estimate including labor, subconsultant fees and direct expenses. The fee estimate is based on the following information.

Project Understanding

The Melanie Lane project will consist of reconstructing approximately 2,600 linear feet of gravel road with a 2-lane asphalt roadway with open ditch and a cul-de-sac. There are 13 existing driveways that will be reconstructed. The Right-Of-Way (ROW) is currently private and will be donated or purchased to become public before project construction begins. The project will be designed to meet County design criteria per the updated 2020 mobility design standards or latest version available.

Scope of Services

Phase 1: Design

1.1 Drainage Analysis and Technical Memo

- Design roadside ditches, drainage analysis and Technical Memo.
- Create drainage calculations (using Openroads designer drainage or Geopak drainage) based on drainage areas.
- Attend coordination meetings (up to 3 meetings) and provide project management.
- Based on the results of the analysis, we will provide mitigation recommendations (if any) and report the analysis through a Technical Memo to confirm there is no impact to the drainage system and coordinate with Fort Bend County Drainage District.

1.2 Utility Coordination

- Research to determine the presence and location of underground utilities (pipelines, duct banks, etc.) is the design consultant's responsibility.
- A reasonable amount of research should be conducted, including to contact companies identified on above-ground markers (CenterPoint, AT&T), Railroad Commission website research, and map requests.
- Prepare a conflict table during the Design phase to highlight conflicts between existing utilities and proposed improvements.
- Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities.

1.3 95% and 100% Submittal

- RPS will make interim submittals at 95% completion, and it will include a specification table of contents (and/or special specifications, as applicable), and a final cost estimate.
- The 95% plans will be considered final but not sealed/signed.
- Plans for the 95% submittal will be made electronically via PDF format.
- The 100% design submittal shall consist of one sealed and signed exhibit delivered to the Program Manager, along with a PDF submittal.

1.4 Project Management

- Coordinating members of the design team, utilities coordination team, drainage reports team, as well as email communications with the client, residents, drainage district, and other stakeholders.
- Meeting with client (up to 4 meetings) to discuss project design, expectation, consult variations, etc.

Phase 2: Subconsultant Services and Coordination

2.1 Topographic Survey (MBCO)

- A topographic survey will be completed before the design. The topographic survey will be used to evaluate the space within the existing ROW for the proposed improvements and the additional areas needed for the new road.
- The survey will establish the horizontal control along the routes main alignment utilizing the vertical datum NAVD88 (2001 adjustment) and Geoid18. A TBM at each end of the project limits and we will set additional TBM's to meet the requirement for the maximum distance between two TBM's control Points.
- The horizontal control points may be used for TBM control points. The control will be based on current County datums.
- The geotechnical bore hole locations will be surveyed, and the proposed ROW will be staked.
- Parcel maps to include legal descriptions and exhibits for County ROW acquisition will be provided.
- ROW maps will be in conformance with a Category IA, Condition III survey. Abstracting for existing ROW/Parcels will be per Category 6, Condition II.
- ROW Staking before construction.

2.2 Geotechnical Investigation (HTS)

- Geotechnical investigations and reporting should be completed during preliminary design, in accordance with Fort Bend County criteria.
- The scope of services will include 6 bore holes at 10' depth along the proposed ROW alignment.
- Provide laboratory testing of soil samples and provide recommendations in a geotechnical report.
- Recommend pavement section (however, it is expected to use FBC design criteria and standard pavement section for design).

Phase 3: Construction Phase Services

3.1 Construction Phase Services

- The Design Consultant will be responsible for reviewing contractor submittals and responding to Requests for Information. Provided that the client is constructing the project with the Road and Bridge Group (not bidding), this review might be done informally by email, as the client requests.
- Interact with Masterworks software (County's Project Management Software) as required by the client to upload construction documents.
- Field visits and progress meetings will be required as needed.
- Attend meetings (up to 5) in the field or virtual to discuss project design matters.

Phase 4: Expenses

4.1 Expenses

- Project expenses involve mileage for site visits, mail costs (including overnight if needed), photocopies, prints in black or in color, expense during project meetings.

Deliverables

95% submittal will be provided to the County for review and comments. A Final 100% exhibit will be submitted in a signed and sealed sheet of 11x17 drawing in PDF. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

Basis of Estimate

The estimate is based on the tasks mentioned above. Modifications to the tasks after confirmation will be deemed to be additional services and will require subsequent authorization from the Client.

Additional Services

Any additional meetings (including attendance at public meetings) not specifically defined in the scope of services will be at the direction of the Client or Client's representative and will be performed on an hourly fee basis. RPS could be authorized by FBC to perform such additional services under existing separate contracts.

Exclusions

This scope of services does not include the following:

- Construction Management, or Inspection Services
- Public involvement and additional meetings beyond those specifically noted in this scope
- Design services beyond those specifically stated in this scope, including revisions to plans after final submittal and approval
- Any other item not specifically listed in the Scope of Services

These services, if required, and upon agreement from the Client, will be performed as an additional service.

Project Schedule

RPS Infrastructure will commence work upon receipt of signed authorization from the Client. Client review times are beyond the control of RPS Infrastructure. RPS Infrastructure will respond to any comments from the Client in a timely manner after receipt of said comments and prepare documents for final submittal.

Summary of Cost (Lump Sum)

The summary of cost for providing services described is shown below.

| Task | Method of Compensation | Amount |
|--|------------------------|----------------------|
| Phase 1: Design | Lump Sum | \$ 98,690.00 |
| Phase 2: Subconsultant Services and coord. | Lump Sum | \$ 49,190.00 |
| Phase 3: Construction Phase Services | Lump Sum | \$ 9,975.00 |
| Phase 4: Expenses | Lump Sum | \$ 1,500.00 |
| Total Estimated Cost | | \$ 159,355.00 |

Except as noted below, all invoices will be prepared monthly and are due and payable within 30 days of receipt. All data collection services will be invoiced upon completion. Once the final plans are submitted for final review, the project will be considered complete and invoiced accordingly.

In closing, we appreciate the opportunity to provide this proposal and are available at your convenience to answer any questions. Feel free to call me at any time 281-589-7257.

Yours sincerely,
for RPS Infrastructure, Inc.



Gabriel Odreman, PE, PMP
Senior Project Manager
Gabriel.odreman@rpsgroup.com

| Price Proposal | | | | Revision Date: Dec 01, 2023 | | Labor Plan | | | | | | | | | | Price Summary / Totals | | | | |
|--|--|--|----------|--------------------------------|-----------------|-------------|-------------|------------------------|-----------------|-------------------------|-----------------|------------------|--------|-----------------|--------------------------|------------------------|---------------|--------------|-------------|---------------|
| | | | | | | 10 Resource | | | | | | | | | | Task Pricing Totals | | | 159,355 | |
| Melanie Lane <i>Design of improve a gravel road to two-lane asphalt road. The project scope is limited.</i> | | | | Bill Rate > | | 350.00 | 320.00 | 285.00 | 265.00 | 215.00 | 180.00 | 160.00 | 145.00 | 125.00 | 110.00 | | | | | |
| | | | | | | | | | | | | | | | | | 159,355 | | | |
| Submitted to: Fort Bend County (Attn: Ike Akinwande) | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Contract Type: Lump Sum | | | | | | | | | | | | | | | | | | | | |
| | | | Schedule | | Total Labor Hrs | Principal | Team Leader | Senior Project Manager | Project Manager | Senior Project Engineer | Senior Designer | Project Engineer | EIT | CADD Technician | Administrative Assistant | | | | | |
| Project Phases / Tasks | | | From | Thru | Months | | | | | | | | | | | 639 | | | | |
| Phase 1: Design | | | | | | 571 | 5 | 9 | 20 | 48 | 55 | 45 | 134 | 150 | 65 | 40 | \$ 98,690.00 | \$ - | \$ - | \$ 98,690.00 |
| 1.1: Drainage Analysis and Technical Memo | | | | | | 200 | 5 | - | - | - | - | 45 | - | 150 | - | - | \$ 31,600.00 | \$ - | \$ - | \$ 31,600.00 |
| Drainage Area Maps (Drainage Study) | | | 05/01/24 | 12/30/24 | 7.8 | 200 | 5 | | | | | 45 | | 150 | | | \$ 31,600.00 | | | \$ 31,600.00 |
| 1.2: Residents, Utility and TxDOT Coordination | | | | | | 76 | - | - | - | 8 | 40 | - | 8 | - | - | 20 | \$ 14,200.00 | \$ - | \$ - | \$ 14,200.00 |
| Coordinate TxDOT Permit | | | 05/01/24 | 12/30/24 | 7.8 | 23 | | | | 3 | 10 | | | | | 10 | \$ 4,045.00 | | | \$ 4,045.00 |
| Coordinate with utility companies | | | 05/01/24 | 12/30/24 | 7.8 | 22 | | | | 3 | 14 | | | | | 5 | \$ 4,355.00 | | | \$ 4,355.00 |
| Coordinate with Residents | | | 05/01/24 | 12/30/24 | 7.8 | 31 | | | | 2 | 16 | | 8 | | | 5 | \$ 5,800.00 | | | \$ 5,800.00 |
| 1.3: 95% and 100% Submittal | | | | | | 250 | - | 4 | - | 40 | 15 | - | 126 | - | 65 | - | \$ 43,390.00 | \$ - | \$ - | \$ 43,390.00 |
| Typical Sections | | | 05/01/24 | 12/30/24 | 7.8 | 21 | | | | 4 | | | 16 | | | | \$ 3,940.00 | | | \$ 3,940.00 |
| Determine ROW Acquisition Needs | | | 05/01/24 | 12/30/24 | 7.8 | 10 | | | | 2 | | | 8 | | | | \$ 1,810.00 | | | \$ 1,810.00 |
| Determine Potential Conflicts w/exisitng facilities & utilities | | | 05/01/24 | 12/30/24 | 7.8 | 34 | | | | | | 10 | 24 | | | | \$ 5,990.00 | | | \$ 5,990.00 |
| Site Visit | | | 05/01/24 | 12/30/24 | 7.8 | 10 | | | | 5 | 5 | | | | | | \$ 2,400.00 | | | \$ 2,400.00 |
| Plan & Profile exhibit | | | 05/01/24 | 12/30/24 | 7.8 | 127 | | | | 2 | | | 70 | | 35 | | \$ 21,515.00 | | | \$ 21,515.00 |
| Construction Cost Estimate | | | 05/01/24 | 12/30/24 | 7.8 | 13 | | | | 1 | 4 | | 8 | | | | \$ 2,660.00 | | | \$ 2,660.00 |
| Cross Sections and Earthwork Calcs | | | 05/01/24 | 12/30/24 | 7.8 | 35 | | | | | 5 | | | | 30 | | \$ 5,075.00 | | | \$ 5,075.00 |
| 1.4: Project Management | | | | | | 45 | - | 5 | 20 | - | - | - | - | - | - | 20 | \$ 9,500.00 | \$ - | \$ - | \$ 9,500.00 |
| Project Management | | | 03/01/24 | 04/01/25 | 12.8 | 45 | | | | 5 | 20 | | | | | 20 | \$ 9,500.00 | | | \$ 9,500.00 |
| Phase 2: Subconsultant Services and Coordination | | | | | | 18 | - | - | 9 | 9 | - | - | - | - | - | - | \$ 4,950.00 | \$ 44,240.00 | \$ - | \$ 49,190.00 |
| 2.1: Sub - Survey | | | 03/13/24 | 05/01/24 | 1.6 | 10 | | | | 5 | 5 | | | | | | \$ 2,750.00 | \$ 36,820.00 | | \$ 39,570.00 |
| 2.2: Sub - Geotech | | | 03/14/24 | 05/01/24 | 1.5 | 8 | | | | 4 | 4 | | | | | | \$ 2,200.00 | \$ 7,420.00 | | \$ 9,620.00 |
| Phase 3: Construction Phase Services | | | | | | 50 | - | - | 5 | 10 | 10 | - | 20 | - | - | 5 | \$ 9,975.00 | \$ - | \$ - | \$ 9,975.00 |
| 3.1: Construction Phase Services | | | 01/01/25 | 04/01/25 | 2.9 | 50 | | | | 5 | 10 | 10 | 20 | | | 5 | \$ 9,975.00 | | | \$ 9,975.00 |
| Phase 4: Expenses | | | | | | - | - | - | - | - | - | - | - | - | - | - | \$ - | \$ - | \$ 1,500.00 | \$ 1,500.00 |
| 4.1: Expenses | | | 03/12/24 | 04/01/25 | 12.4 | - | | | | | | | | | | | | \$ 1,500.00 | | \$ 1,500.00 |
| | | | | | | | | | | | | | | | | | | | | |
| Totals | | | 03/01/24 | 04/01/25 | 12.8 | 639 | 5 | 9 | 34 | 67 | 65 | 45 | 154 | 150 | 65 | 45 | \$ 113,615.00 | \$ 44,240.00 | \$ 1,500.00 | \$ 159,355.00 |

PROPOSAL FOR LAND SURVEYING SERVICES

October 30, 2023

Gabriel Odreman, P.E., PMP

RPS North America
575 North Dairy Ashford, Suite 700
Houston, TX 77079

Ref: Request for a boundary and topographic survey of Melanie Lane in Fort Bend County, Texas.

Dear Mr. Odreman:

MBCO is pleased to submit this proposal for professional surveying services for the scope provided in an email on October 10, 2023, which will consist of a Category 1A Condition III Boundary Survey and a Category 6, Condition II Topographic Survey of an area shown on shown in Exhibit "A" below.

CONTROL

- MBCO will establish GPS horizontal control based on the Texas Coordinate System of 1983, Central Zone No. 4203, utilizing the vertical datum NAVD88 (2001 Adjustment) and Geoid18.
- Vertical control will be tied to the nearest Fort Bend County benchmark or tied to existing Julia Avenue project control.

CATEGORY 1A, CONDITION III LAND TITLE SURVEY

- MBCO will perform a Category 1A, Condition III Land Title Survey for the parcel (0446-00-000-0002-906) that makes up the right-of-way for Melanie Avenue, shown outlined in red on Exhibit "A" of this proposal.
- MBCO will research and recover sufficient boundary/right-of-way information necessary to establish the existing boundary/right-of-way within the project area and create metes and bounds description for the parcel to be acquired.
- The acquisition parcel will be monumented at all new or missing parcel (ROW) corners.
- MBCO will use a sub-consultant to supply an abstractors certificate for the right-of-way parcel being surveyed.



CATEGORY 6, CONDITION II TOPOGRAPHIC SURVEY

MBCO will perform a topographic survey that meets the standards contained in the Manual of Practice for Land Surveying in the State of Texas for a Category 6, Condition II Topographic Survey as shown on Exhibit "A" including, but not limited to the following:

- Project limits for Melanie Lane include right-of-way to right-of-way plus 5 feet on each side, where accessible, from the intersection of F.M. 1462 north to the cul-de-sac at the north end of the street.
- Locate all visible above-ground improvements within the project area, including but not limited to natural ground elevations, roadside ditches, all structures, edge of paving, manholes, inlets, fences, gates, culverts, curb and gutter, driveways, above ground utilities etc.
- Provide inverts and size of pipes (as best as can be determined) on all accessible storm and sanitary sewer manholes and inlet structures within the project limits.
- Utilize the Texas 811 system and locate any underground utility paint markings or flags provided by others. (MBCO cannot be held liable for the completeness or accuracy of marks provided by others).
- Include data from CenterPoint record drawings.

MELANIE LANE CONSTRUCTION STAKING

At a later date MBCO will return for one trip to stake with lath and flagging the cul-de-sac right-of-way of Julia Avenue including, but not limited to the following:

- MBCO will stake, with lath and flagging, the ROW of the cul-de-sac at the PC's, PT's, and points along the curve at approximate intervals of 25 to 50 foot stations. MBCO will also stake one 50 foot station on the tangent sections of the Melanie Avenue ROW leading up to the PC's.
- Fort Bend County Construction Group will be on-site to coordinate with the property owners as the staking will take place within the fenced areas.

MBCO ASSUMPTIONS:

- This proposal is based solely and exclusively on the best interpretation of the scope as provided by RPS and as shown on Exhibits "A". Any changes to the project location, area, or scope will significantly impact costs and fees and will require a new cost proposal.
- Noninvasive right of entry notification will be managed through Fort Bend County and RPS.
- MBCO will not enter yards/properties over or through locked gates or fences.
- MBCO will not enter yards/properties with animals whether they are restrained or not.
- MBCO cannot control the weather and cannot be held responsible for delays in schedule due to inclement weather.

- MBCO will work tasks in the most efficient manner possible, requests to do tasks out of order may lengthen the schedule timeline and add additional cost.

DELIVERABLES:

- Signed and sealed topographic and boundary survey in .pdf format.
- Signed and sealed control maps.
- Signed and sealed metes and bounds description of acquisition parcel in .pdf format
- Metes and bounds description in .doc format for title purposes.
- Microstation .dgn file of the topographic survey.
- Point File in the standard ASCII (P,N,E,Z,D) format.
- .tin surface file.

SCHEDULE:

MBCO will complete the above-described scope of services within thirty-five (35) business days from receiving the signed Notice to Proceed.

COMPENSATION:

Melanie Lane Boundary and Topo **\$ 33,155.00**

Melanie Lane Construction Staking **\$3,665.00**

The above-mentioned Surveying Services is a Lump Sum Fee, which will be billed at project completion or percent completion at the end of every month for the duration of the project, to be paid in full within 30 days of invoice date.

This cost proposal is valid for 30 days from the date of the proposal and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions, you may reach me at Marion.Clark@mbcoengineering.com.

Thank you for the opportunity and we appreciate doing business with you.

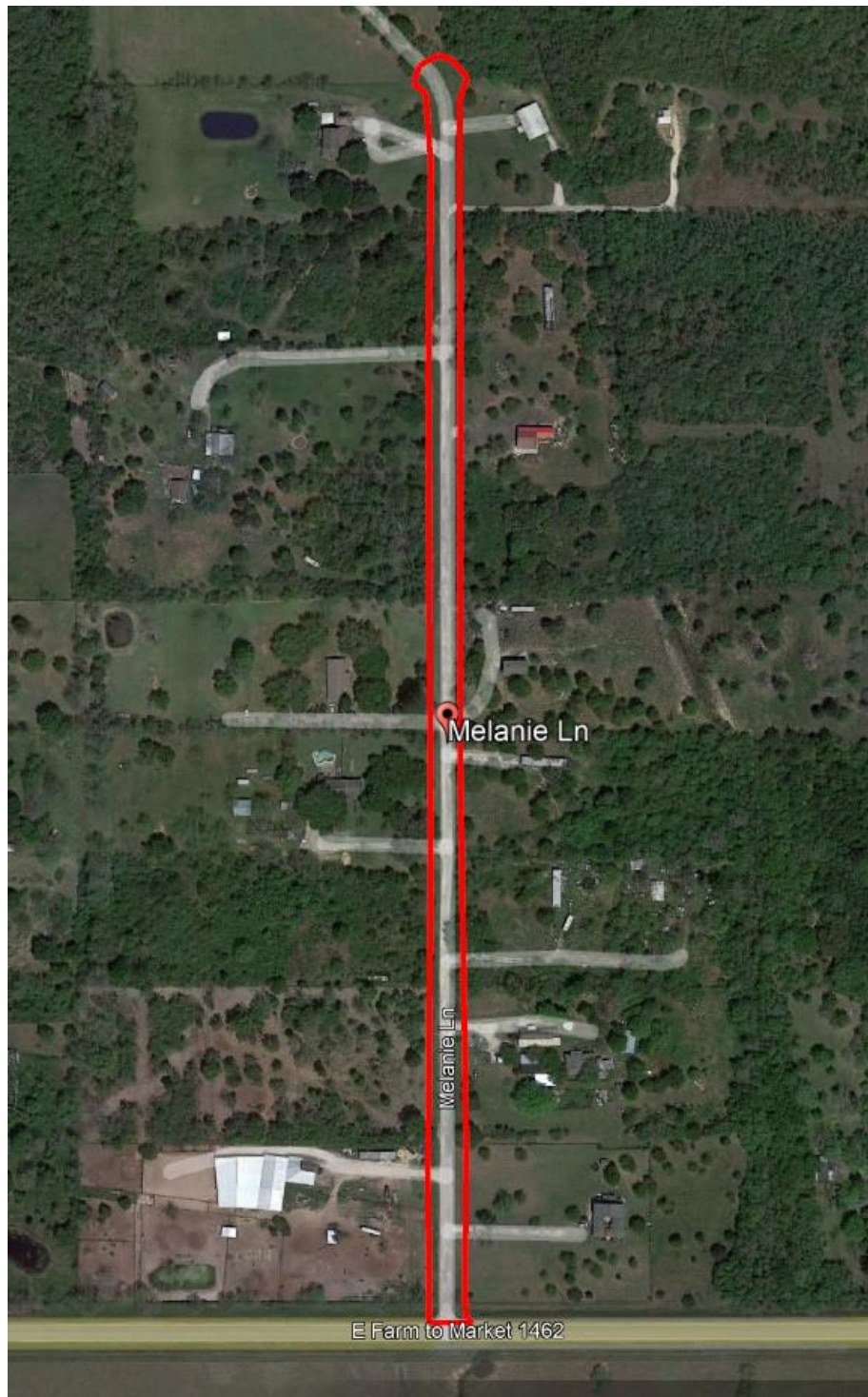
Sincerely,



Marion Clark, RPLS

Vice President, Survey

Exhibit "A"



| Melanie Ln | Office | | | | | Field | | | Sub | | |
|--|------------------------|-----------|-------------------|----------------------|-----------------|-------------------|-------------------|-------------------|-------------------|------------|--------------------------|
| | \$ 135.00 | \$ 180.00 | \$ 120.00 | \$ 130.00 | \$ 80.00 | \$ 165.00 | \$ 175.00 | \$ 195.00 | \$ 500.00 | | |
| TASK DESCRIPTION | SURVEY PROJECT MANAGER | RPLS | SURVEY TECHNICIAN | SR SURVEY TECHNICIAN | ADMIN/ CLERICAL | 1-MAN SURVEY CREW | 2-MAN SURVEY CREW | 3-Man SURVEY CREW | ABTRACTOR SET FEE | TOTAL HRS. | TOTAL LABOR HRS. & COSTS |
| CONTROL | | | | | | | | | | | |
| FIELD | | | | | | | | | | | |
| Static Sessions | | | | | | | | | | 0 | \$ - |
| Checking Benchmarks | | | | | | | 1 | | | 1 | \$ 175.00 |
| Setting Control | | | | | | | | | | 0 | \$ - |
| GPS Primary Control | | | | | | | 4 | | | 4 | \$ 700.00 |
| Primary Traverse | | | | | | | | | | 0 | \$ - |
| Control Checking | | | | | | | | | | 0 | \$ - |
| GPS Secondary Control | | | | | | | | | | 0 | \$ - |
| Secondary Control Traverse | | | | | | | | | | 0 | \$ - |
| Control Elevation Loop | | | | | | | | | | 0 | \$ - |
| Line Cutting | | | | | | | | | | 0 | \$ - |
| Mobilization | | | | | | | | | | 0 | \$ - |
| FIELD CONTROL SUBTOTAL | | | | | | 0 | 5 | 0 | | 5 | \$ 875.00 |
| MONUMENTATION | | | | | | | | | | | |
| Setting COH Monuments | | | | | | | | | | 0 | |
| Tieing COH Monuments | | | | | | | | | | 0 | |
| MONUMENTATION SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 |
| FIELD SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | | 5 | \$ 875.00 |
| OFFICE | | | | | | | | | | | |
| CONTROL DATA PROCESSING | | | | | | | | | | | |
| Field Package Meeting and Line Out | | | | 1 | | | | | | 1 | \$ 130.00 |
| Control Data Processing | | | | 1 | | | | | | 1 | \$ 130.00 |
| DATA PROCESSING SUBTOTAL | | | 0 | 2 | | | | | | 2 | \$ 260.00 |
| CONTROL MAPS | | | | | | | | | | | |
| Control Maps | | | 4 | | | | | | | 4 | \$ 480.00 |
| Redlines | | | 1 | | | | | | | 1 | \$ 120.00 |
| CONTROL MAPS SUBTOTAL | | | 5 | 0 | | | | | | 5 | \$ 600.00 |
| QA/QC | | | | | | | | | | | |
| CAD Support | | | | | | | | | | 0 | \$ - |
| QA/QC | | | | 1 | | | | | | 1 | \$ 130.00 |
| QA/QC SUBTOTAL | | | 0 | 1 | | | | | | 1 | \$ 130.00 |
| OFFICE SUBTOTAL | | | 5 | 3 | | | | | | 8 | \$ 990.00 |
| CONTROL TOTAL | | | 5 | 3 | | | | | | 13 | \$ 1,865.00 |
| Boundary | | | | | | | | | | | |
| FIELD | | | | | | | | | | | |
| Boundary Traverse | | | | | | | | | | 0 | \$ - |
| Line Cutting | | | | | | | | | | 0 | \$ - |
| Boundary Search | | | | | | | 20 | | | 20 | \$ 3,500.00 |
| Setting Boundary | | | | | | | 8 | | | 8 | \$ 1,400.00 |
| Interior Improvement location | | | | | | | | | | 0 | \$ - |
| Exterior Improvement Location | | | | | | | | | | 0 | \$ - |
| Mobilization | | | | | | | | | | 0 | \$ - |
| FIELD SUBTOTAL | | | | | | 0 | 28 | 0 | | 28 | \$ 4,900.00 |
| OFFICE | | | | | | | | | | | |
| BOUNDARY DATA PROCESSING | | | | | | | | | | | |
| Field Package | | | | 2 | | | | | | 2 | \$ 260.00 |
| Meeting and Line Out | | | | 0.5 | | | | | | 0.5 | \$ 65.00 |
| Data Processing | | | | 2 | | | | | | 2 | \$ 260.00 |
| DATA PROCESSING SUBTOTAL | | | 0 | 4.5 | | | | | | 4.5 | \$ 585.00 |
| BOUNDARY RESEARCH AND ANALYSIS | | | | | | | | | | | |
| Boundary Research | | | | 3 | | | | | | 3 | \$ 390.00 |
| Boundary Analysis | | | | 3 | | | | | | 3 | \$ 390.00 |
| Notes (Table A) | | | | 0.5 | | | | | | 0.5 | \$ 65.00 |
| Title Reports | | | | | | | | | 1 | 0 | \$ 500.00 |
| Title Review (Schedule B) | | | | 1 | | | | | | 1 | \$ 130.00 |
| RESEARCH AND ANALYSIS SUBTOTAL | | | 0 | 7.5 | | | | | 1 | 7.5 | \$ 1,475.00 |
| BOUNDARY DRAWING | | | | | | | | | | | |
| Boundary Drawing (Deeds, Subdivision, GIS) | | | | 24 | | | | | | 24 | \$ 3,120.00 |
| Boundary Improvement Drawing | | | | | | | | | | 0 | \$ - |
| Exhibit | | | | | | | | | | 0 | \$ - |
| Metes & Bounds | | | | 5 | | | | | | 5 | \$ 650.00 |
| Redlines | | | | 2 | | | | | | 2 | \$ 260.00 |
| Client Revisions | | | | 2 | | | | | | 2 | \$ 260.00 |
| DRAWING SUBTOTAL | | | 0 | 33 | | | | | | 33 | \$ 4,290.00 |
| BOUNDARY QA/QC | | | | | | | | | | | |
| QA/QC | | | | 4 | | | | | | 4 | \$ 520.00 |
| CAD Support | | | | 1 | | | | | | 1 | \$ 130.00 |
| Packaging and Delivery to Client | | | | | | | | | | 0 | \$ - |
| QA/QC SUBTOTAL | | | 0 | 5 | | | | | | 5 | \$ 650.00 |
| OFFICE SUBTOTAL | | | 0 | 50 | | | | | 1 | 50 | \$ 7,000.00 |
| BOUNDARY TOTAL | | | 0 | 50 | | | | | 1 | 78 | \$ 11,900.00 |
| TOPO | | | | | | | | | | | |
| FIELD | | | | | | | | | | | |
| Site Topo | | | | | | | | | | 0 | \$ - |
| Roadway | | | | | | | 36 | | | 36 | \$ 6,300.00 |
| Roadway | | | | | | | | | | 0 | \$ - |
| Utilities | | | | | | | | | | 0 | \$ - |
| 811 locations | | | | | | | 4 | | | 4 | \$ 700.00 |
| Line Cutting | | | | | | | | | | 0 | \$ - |
| Grid Topo | | | | | | | | | | 0 | \$ - |
| Boreholes | | | | | | | | | | 0 | \$ - |
| Inverts | | | | | | | | | | 0 | \$ - |
| Mobilization | | | | | | | | | | 0 | \$ - |
| FIELD TOPO SUBTOTAL | | | | | | 0 | 40 | 0 | 0 | 40 | \$ 7,000.00 |
| LEVEL A AND B SUE | | | | | | | | | | | |
| SUE Location | | | | | | | | | | 0 | \$ - |
| Level A Completed Sue Holes <i>Per hole</i> | | | | | | | | | | 0 | \$ - |
| Mobilization | | | | | | | | | | 0 | \$ - |
| SUE SUBTOTAL | | | | | | 0 | 0 | 0 | 0 | 0 | \$ - |
| FIELD SUBTOTAL | | | | | | 0 | 40 | 0 | 0 | 40 | \$ 7,000.00 |
| OFFICE | | | | | | | | | | | |
| TOPO DATA PROCESSING | | | | | | | | | | | |
| Field Package | | | | 2 | | | | | | 2 | \$ 260.00 |
| Meeting and Line Out | | | | 1 | | | | | | 1 | \$ 130.00 |
| Survey Data Processing | | | | 4 | | | | | | 4 | \$ 520.00 |
| DATA PROCESSING SUBTOTAL | | | 0 | 7 | | | | | | 7 | \$ 910.00 |
| TOPO UTILITY REQUEST AND RESEARCH | | | | | | | | | | | |
| Utility Research 811 CNR, AT&T | | | 2 | | | | | | | 2 | \$ 240.00 |
| Utility Record Drawing Requests (MUD'S, City, County) | | | | | | | | | | 0 | \$ - |
| Utility Coordination | | | 0.5 | | | | | | | 0.5 | \$ 60.00 |
| UTILITY SUBTOTAL | | | 2.5 | 0 | | | | | | 2.5 | \$ 300.00 |
| TOPO SURVEY DRAWING | | | | | | | | | | | |
| Topo Survey Drawing/UtilityDrawing | | | 40 | | | | | | | 40 | \$ 4,800.00 |
| Elevation Clean Up | | | 5 | | | | | | | 5 | \$ 600.00 |
| UDP | | | | | | | | | | 0 | \$ - |
| 90 Labels | | | 5 | | | | | | | 5 | \$ 600.00 |
| Boreholes | | | | | | | | | | 0 | \$ - |
| Surface Drawing | | | | 8 | | | | | | 8 | \$ 1,040.00 |
| Sheet Setup | | | 4 | | | | | | | 4 | \$ 480.00 |
| RedLines | | | 4 | | | | | | | 4 | \$ 480.00 |
| Client Revision | | | 4 | | | | | | | 4 | \$ 480.00 |
| DRAWING SUBTOTAL | | | 62 | 8 | | | | | | 70 | \$ 8,480.00 |
| TOPO QAQC | | | | | | | | | | | |
| Cad Support | | | | 2 | | | | | | 2 | \$ 260.00 |
| QA/QC Review | | | | 4 | | | | | | 4 | \$ 520.00 |
| Packaging and Delivery to Client | | | | 1 | | | | | | 1 | \$ 130.00 |
| QA/QC Walkthrough | | | | | | | | | | 0 | \$ - |
| QA/QC SUBTOTAL | | | 0 | 7 | | | | | | 7 | \$ 910.00 |
| OFFICE SUBTOTAL | | | 64.5 | 22 | | | | | | 86.5 | \$ 10,600.00 |
| TOPOGRAPHIC SURVEY TOTAL | | | 64.5 | 22 | | | | | | 126.5 | \$ 17,600.00 |
| PROJECT MANAGEMENT | | | | | | | | | | | |
| Project Setup | | | | | 0.5 | | | | | 0.5 | \$ 40.00 |
| Project Controls | 0.5 | | | | 0.5 | | | | | 1 | \$ 107.50 |
| Client Coordination | 0.5 | | | | | | | | | 0.5 | \$ 67.50 |
| Utility Coordination | | | | | | | | | | 0 | \$ - |
| Field Coordination | 0.5 | | | | | | | | | 0.5 | \$ 67.50 |
| Project Meetings | 0.5 | | | | | | | | | 0.5 | \$ 67.50 |
| QAQC | 4 | 4 | | | | | | | | 8 | \$ 1,260.00 |
| RPLS Review | | 1 | | | | | | | | 1 | \$ 180.00 |
| PROJECT MANAGMENTS TOTAL | 6 | 5 | 0 | 0 | 1 | | | | | 12 | \$ 1,790.00 |
| Reimbursables and Additional Expenses | | | | | | | | | | | |
| | | | | | | | | | | | \$ - |
| | | | | | | | | | | | \$ - |
| | | | | | | | | | | | \$ - |
| | | | | | | | | | | | \$ - |
| | | | | | | | | | | | \$ - |
| Reimbursables and Additional Expenses Subtotal | | | | | | | | | | | \$ - |
| HOURS SUB-TOTALS | 6 | 5 | 69.5 | 75 | 1 | 0 | 73 | 0 | 1 | 229.5 | \$ 33,155.00 |
| CONTRACT RATE PER HOUR | \$ 135.00 | \$ 180.00 | \$ 120.00 | \$ 130.00 | \$ 80.00 | \$ 165.00 | \$ 175.00 | \$ 195.00 | \$ 500 | | |
| TOTAL LABOR COSTS | \$810.00 | \$900.00 | \$8,340.00 | \$9,750.00 | \$80.00 | \$0.00 | \$12,775.00 | \$0.00 | \$500.00 | | |
| % DISTRIBUTION OF STAFF HOURS | 0.0% | 0.0% | 0.2% | 0.2% | 0.0% | 0.0% | 0.2% | 0.0% | 3.01614E-05 | | |
| SUBTOTAL Task | \$810.00 | \$900.00 | \$8,340.00 | \$9,750.00 | \$80.00 | \$0.00 | \$12,775.00 | \$0.00 | \$500.00 | \$0.00 | \$ 33,155.00 |
| Basic Services Total | | | | | | | | | | | \$ 33,155.00 |

| SUMMARY OF SURVEY TOTALS | |
|-----------------------------|--------------|
| Total Basic Services | \$ 33,155.00 |
| Total Construction Services | \$ 3,665.00 |
| Total Platting Services | |
| Total Survey Fee | \$ 36,820.00 |



October 12, 2023

**RPS North America
575 N. Dairy Ashford, Suite 700
Houston, Texas 77079**

Attn: Mr. Jonathan Griffin, PE

**Re: Proposed Work Scope, Budget, and Schedule
Geotechnical Investigation
Proposed Melanie Lane Improvement
Up to FM 1462
Fort Bend County, Texas**

HTS Proposal No.: 23-00200 Revision 1

Dear Mr. Griffin:

1.0 INTRODUCTION

In response to your request, HTS, Inc. Consultants (HTS) is pleased to submit this proposal to RPS acting on behalf of Fort Bend County to perform a geotechnical investigation pertaining to the proposed roadway improvements of Melanie Lane up to FM 1462 for an approximate length of 2,800 linear feet in Fort Bend County, Texas.

The proposed improvements will include construction of asphalt pavement along Melanie Lane for an approximate length of 2,800 linear feet. The purpose of this geotechnical investigation will be providing:

- pavement subgrade soil preparation and stabilization requirements, and
- asphalt pavement design/construction requirements.

The remaining portions of this proposal present the proposed work scope, estimated costs, and an estimated schedule to complete the geotechnical investigation.

2.0 SCOPE OF WORK

Based upon our understanding of the project requirements, it is proposed that the scope of work for the geotechnical investigation consist of the following:

- Drill and sample 6 geotechnical borings (at approximately 500 l.f. spacing) to a depth of 10 feet beneath the existing surface along the proposed roadway improvement.

- Obtain both disturbed and relatively undisturbed soil samples continuously to a depth of 10 feet.
- Measure the groundwater depth during drilling and after the completion of drilling.
- Mark the boring locations and obtain GPS coordinates for the surveyor's use in obtaining the boring locations, offsets, and elevations.
- Backfill the boreholes with grout after the completion of the groundwater level measurements.
- Perform moisture content, Atterberg limits, percent soil particles passing a No. 200 sieve, and dry density of soils in order to define subgrade soil classifications and physical soil properties.
- Characterize the site subsoil and groundwater conditions and provide the results on the boring logs.
- Perform pavement design analyses for the proposed pavement upgrade and determine the required thickness of asphalt pavement in accordance with Fort Bend County and AASHTO design requirements.
- Develop/provide recommendations concerning site preparation and stabilization requirements for pavement subgrade soils.
- Submit a pdf file of the final report that presents the results of the geotechnical investigation.

3.0 ESTIMATED COST AND SCHEDULE

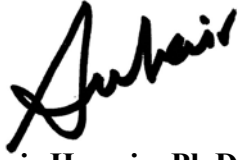
HTS' estimated cost to complete the scope of work, as defined in Section 2.0 above, is \$7,420.00 for the proposed roadway rehabilitation. The estimated cost is itemized in the attached Cost Estimate.

We estimate that about 3 weeks after receipt of the notice to proceed will be required to complete the geotechnical investigation and submit the report if no delays are encountered with respect to weather conditions.

4.0 CLOSING REMARKS

We appreciate the opportunity to offer our services to your project. Should you desire that we revise any portion of this proposal, we will be pleased to meet with you to discuss the revisions. We look forward to being of service to you.

Respectfully submitted,
HTS, Inc. Consultants



Jubair Hossain, Ph.D., P.E.
President

Attachments: Cost Estimate

AGREED TO THIS ____ DAY OF _____, 2023

FIRM: _____ TITLE: _____

SIGNATURE: _____

PRINTED NAME: _____

JH/rg

H:\Proposals All\Proposals -23\RPS-23-00200 Revision 1.doc



416 Pickering Street
Houston, Texas 77091

COST ESTIMATE

Proposal No.:

23-00200 Rev.1

Prepared By:

JH

Date:

10/12/23

Checked By:

RG

Date:

10/12/23

Page No.:

1 OF 1

GEOTECHNICAL INVESTIGATION

| ITEM | EST. QUANTITY | UNIT PRICE | EST. COST |
|---|---------------|------------|-------------|
| A) Drill/Sample 6, 10' Deep Borings | | | |
| Mobe/demobe | Lump Sum | \$ 750.00 | \$ 750.00 |
| 3" diameter (0' to 10') | 60 feet | \$ 18.00 | \$ 1,080.00 |
| Traffic control (including signage & cones) | 1 day | \$ 600.00 | \$ 600.00 |
| Grouting the borings | 60 feet | \$ 10.00 | \$ 600.00 |
| Locate/identify borings | 4 hours | \$ 50.00 | \$ 200.00 |
| SUBTOTAL = | | | \$ 3,230.00 |
| B) Laboratory Analyses | | | |
| Atterberg limits (ASTM D 4318) | 12 tests | \$ 63.00 | \$ 756.00 |
| Unconfined compression test (ASTM D 2166) | 6 tests | \$ 50.00 | \$ 300.00 |
| Moisture content (ASTM D 2216) | 12 tests | \$ 10.00 | \$ 120.00 |
| Percent material passing No. 200 sieve (ASTM D 1140) | 12 tests | \$ 55.00 | \$ 660.00 |
| SUBTOTAL = | | | \$ 1,836.00 |
| C) Engineering Analysis and Report Preparation | | | |
| Senior engineer, P.E. | 2 hours | \$ 183.00 | \$ 366.00 |
| Project engineer, P.E. | 12 hours | \$ 149.00 | \$ 1,788.00 |
| Support personnel (CAD/clerical) | 4 hours | \$ 50.00 | \$ 200.00 |
| SUBTOTAL = | | | \$ 2,354.00 |
| TOTAL COST = | | | \$ 7,420.00 |



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.

RPS Infrastructure, Inc.
Houston, TX United States

Certificate Number:
2024-1120951

Date Filed:
02/07/2024

Date Acknowledged:
02/27/2024

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

Fort Bend County

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

24-Eng-100374
Engineering Services for Roadway Widening and Drainage Improvements for Melanie Lane - Mobility Bond Project No. 20229x

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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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)