

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Fort Bend County 2023 Mobility Bond Program)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and BGE, Inc. ("Consultant"), a Texas Corporation. County and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Consultant is a professional engineering consulting firm which provides surveying, planning, construction management, and other engineering services to various governmental entities; and

WHEREAS, County desires for Consultant to perform the Pavement Condition Pilot in the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions under Project No. 23309 of the Fort Bend County 2023 Mobility Program (hereinafter “Services”) pursuant to the policy adopted by Commissioners Court on June 27, 2023 for the selection of a firm for engineering services); and

WHEREAS, Consultant represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Consultant is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional Engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Scope of Services.** Consultant shall perform for County the Pavement Condition Assessment Pilot in the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions under Project No. 23309 of the Fort Bend County 2023 Mobility Program (hereinafter “Services”), as provided in Consultant’s Proposal dated February 13, 2024, attached hereto as “Exhibit A” and incorporated by reference for all intents and purposes.
3. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Consultant’s receipt of Notice to Proceed and shall end no later than December 31, 2028. Consultant shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.
4. **Compensation and Payment Terms.**
 - (a) Consultant’s fees for the Services shall be calculated at the rate(s) set forth in Exhibit “A” attached hereto. The Maximum Compensation to Consultant for the Services performed under this Agreement is Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00). In no event shall the amount paid by County to Consultant under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) Consultant 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 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 Consultant, 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.** Consultant understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 Forty-Nine

Thousand Five Hundred and 00/100 Dollars (\$49,500.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. 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 under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00).

6. **Non-appropriation.** Consultant understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Consultant 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 Consultant.
8. **Insurance.** 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 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 Consultant shall contain a waiver of subrogation in favor of County.

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 the work under this Contract is completed.

Consultant 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 Consultant.

- 9. **Indemnity.** TO THE FULLEST EXTENT ALLOWED BY LAW, CONSULTANT 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 CONSULTANT OR CONSULTANT'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL. CONSULTANT 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.** Consultant 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

Consultant 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 Consultant expressly marked as proprietary or confidential. County shall not be liable to Consultant 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. Consultant further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** Consultant 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. Consultant 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, 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 Consultant. 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.
13. **Use of Customer Name.** Consultant may use County's name without County's prior written consent only in Consultant's customer lists. Any other use of County's name by Consultant 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.** Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant or agent of Consultant 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, Consultant shall comply with, and will require that all Consultant's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Consultant 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.** 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.

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.

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 may 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.

Consultant 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 Consultant as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. Consultant shall promptly furnish all such documents to County on request. County acknowledges that the Documents are not intended or represented to be suitable for use on the project unless completed by Consultant, or for use or reuse by County or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at County's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.
18. **Inspection of Books and Records.** Consultant shall 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 such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Consultant 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 Consultant. Upon termination of this Agreement by County, Consultant 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. Consultant'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 Consultant by County.

20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall 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.** Consultant may not assign this Agreement to another party without the prior written consent of County.
22. **Conflict.** In the event of a conflict between the terms of this Agreement and the terms provided in any exhibits attached hereto, the terms of this Agreement shall prevail.
23. **Successors and Assigns Bound.** County and Consultant 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.

24. **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 Consultant release any material or information developed or received during the performance of Services hereunder unless Consultant obtains the express written approval of County or is required to do so by law.
25. **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,
Richmond, Texas 77469

And

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

If to Consultant: BGE, Inc.
10777 Westheimer Road
Suite 400
Houston, Texas 77042

26. **Performance Representation.** The Services to County shall be performed with the skill and care ordinarily used by members of the subject profession practicing under the same or similar circumstances and professional license, where required (the "Standard of Care"), and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional. Subject to the Standard of Care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, County, County's other consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
27. **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.
28. **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.

29. **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.
30. **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.
31. **Mediation.** County and Consultant agree to negotiate each dispute between them in good faith after notice of the dispute. If thirty (30) days of negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. The completion of mediation shall be a condition precedent to further exercise of any rights at law to resolve the dispute. If mediation is unsuccessful, then the Parties may exercise their rights at law.
32. **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.
33. **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, Consultant hereby verifies that Consultant 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, 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 § 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, 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 § 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, 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 § 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.
34. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT 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.
35. **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.
36. **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.
37. **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}

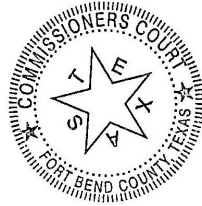
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IN WITNESS WHEREOF, and intending to be legally bound, County and Consultant hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

4.23.2024
Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, County Engineer

BGE, INC.

Chris Scullion
Authorized Agent – Signature

Chris Scullion
Authorized Agent- Printed Name

Sr. Project Manager
Title

April 2, 2024
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **\$49,500.00** are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Consultant's Proposal Follows Behind)



February 13, 2024

Ike Akinwande
Assistant County Engineer
Fort Bend County Engineering
301 Jackson Street – 4th Floor
Richmond, TX 77469

Reference: Phase 1 Pilot - Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions

Subject: Proposal – Pavement Condition Assessment of Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions

Dear Mr. Akinwande,

Enclosed for your review and approval are BGE Inc.'s scope of services, proposed fee, and anticipated schedule for performing the Pavement Condition Assessment Pilot in the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions. These documents are based on the project scope discussed between Fort Bend County representatives (Precinct 3, Engineering and Road & Bridge), and BGE, Inc. representatives.

The proposed fee for performing the Pavement Condition Assessment Pilot in Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions is \$49,500.00 (lump sum).

BGE anticipates the overall scope will take one month to complete, including the report that will be provided to Fort Bend County. Upon completion of the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions pavement assessments, BGE will provide additional information pertaining to expanding the roadway condition assessment to other areas within Fort Bend County at the Client's request.

BGE will commence work upon receipt of a written notice to proceed signifying that the Scope of Services, proposed fee, and schedule have been approved by Fort Bend County. Please contact me if you require any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Chris Scullion" followed by a stylized flourish.

Chris Scullion, P.E.
Sr. Project Manager
BGE, Inc.

Cc: Jeremy Gaskins
Marcelo Moacyr

SCOPE OF SERVICES – Fort Bend County Engineering - Precinct #3 Pavement Condition Assessment

PHASE 1 PILOT – Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions

BGE, Inc.

GENERAL DESCRIPTION

BGE, Inc. (Engineer) will provide services to Fort Bend County Engineering (Client) for developing a GIS-based inspection database and condition assessment of the existing pavement condition of the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions (Pilot). The GIS-based inspection database will be utilized as a tool for storing and tracking all pavement condition assessments previously performed by the Fort Bend County Road and Bridge Department in addition to tracking the repairs and updating the roadway ratings as they occur within the precinct. The future pavement condition assessments, as outlined within this Scope of Services, will be entered into the GIS-based database and tracked accordingly. This Pilot program is an extension of the work previously performed by Fort Bend County Road and Bridge Department and will assist the Client with prioritizing future pavement repairs within the precinct.

Based on the results of Pilot program, and at the request of the Client, the Engineer will provide an expanded scope of services, anticipated work schedule, and an updated proposed fee estimate to include a GIS-based inspection database and condition assessment for the remainder of roadways within Fort Bend County Precinct #3 as determined by the Client. All reported findings and data recorded during the pavement condition assessment will be provided to Fort Bend County Engineering representatives upon completion.

Project Management and Administration (Phase 1 Pilot Only):

- Monthly progress reports, invoices, contract administration & budget management.
- Change management library & documentation.
 - Providing updates to changes in the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions roadway ratings and condition assessment (Phase 1 Pilot Only)
- Updating and tracking project deliverables and schedule.
- General coordination meetings with Fort Bend County Representatives.

PHASE 1 PILOT – Pavement Condition Assessment of Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions

- **Task 1 – Develop GIS-based inspection database:**
 - Develop a GIS-based inspection database for pavement inspections and ratings. The map-based system will provide dashboards for viewing inspections and analysis of the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions.

- Develop inspection tables based on existing Fort Bend County Pavement IDs. At a later date, the deficiencies/issues recorded can be integrated into the Cartegraph implementation.
- **Task 2 - Develop a mobile-based inspection form for pavement inspections:**
 - Develop a mobile-based inspection platform where inspectors can drop georeferenced inspection points, collect fields associated with inspections and severity, and take photos or videos of the issues. The inspection points will be linked to the road segment for overall pavement analysis. The points will be automatically stored in the GIS database.
- **Task 3 - Condition assessment inspection (Field Work):**
 - Provide on-site field inspection of existing pavement condition in the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions. All inspection points will be reported with a description of the deficiency, location, point rating, and photos. All inspection points and ratings will be entered into the GIS database.
 - Pavement evaluation shall comply with the rating criterion provided by Fort Bend County Engineering. In the absence of a rating criteria provided by Fort Bend County Engineering, the Engineer shall follow a rating criterion previously developed by the Engineer for the evaluation.
- **Task 4 - Develop interactive dashboards to analyze inspection data:**
 - Develop interactive dashboards to filter and analyze the inspection results. Key Performance Indicators (KPIs) will be configured to allow for prioritization of roadway projects.
 - Prior to generating report (Task 5), the Engineer will schedule meeting with Fort Bend County Engineering to review the interactive dashboards and the discuss the inspection findings of the pavement condition assessment in Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions.
- **Task 5 - Generate report of condition assessment findings & inspection report:**
 - Analyze inspection points, ratings, and photos to develop a condition assessment report of the findings. Report to include overall ratings of individual roadways in Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions, descriptions of deficiencies reported, individual repair recommendations (short term and long term), an appendix inspection report containing photos and descriptions of all inspection points, and a summary of the findings and proposed repair recommendations.
- **Task 6 - Provide cost analysis of report findings and proposed repair recommendations:**
 - Develop cost breakdown analysis of all repair recommendations provided in report. Cost breakdown will include repairs, locations, quantities, and the overall anticipated costs for repairs that are recommended to be addressed.
- **Task 7 – Tracking repairs and updating GIS mapping**

- At the request of the Client, the Engineer will track the status of the repairs being performed by Fort Bend County and will update the GIS mapping dashboards to ensure accurate ratings are reflected. This task will include updating the GIS mapping with information provided by Fort Bend County Road & Bridge for the repairs being performed at the Townewest Subdivision.

Fort Bend County Engineering (Precinct #3) - Pavement Condition Assessment - Phase 1 Pilot Services (Village of Oak Lake, Pheasant Creek, Woodbridge Subdivisions)

Schedule

				2024					
				Mar-24				Apr-24	
Task	Description	Start Date	End Date	3/4/2024 - 3/10/24	3/11/2024 - 3/17/24	3/18/2024 - 3/24/24	3/25/2024 - 3/31/24	4/1/24 - 4/7/24	4/8/24 - 4/13/24
	Project Management and Administration (Phase Pilot 1 Only)								
	Monthly progress reports, invoices, contract administration & budget management								
	Change management library & documentation								
	Updating and tracking project deliverables and schedule								
	General coordination meetings with Fort Bend								
Task	PHASE I PILOT – Pavement Condition Assessment of Village of Oak Lake, Pheasant Creek, & Woodbridge Subdivisions	2/12/2024	3/15/2024						
1	Develop GIS-based inspection database	3/4/2024	3/5/2024						
2	Develop a mobile-based inspection form for pavement inspections	3/6/2024	3/8/2024						
3	Condition assessment inspection (Field Work)	3/11/2024	3/20/2024						
4	Develop interactive dashboards to filter and analyze inspection data	3/21/2024	3/22/2024						
5	Generate report of condition assessment findings & inspection report	3/25/2024	3/29/2024						
6	Provide cost analysis of report findings and proposed repair recommendations	4/1/2024	4/5/2024						
	Total								

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.**

BGE, Inc.
Houston, TX United States

Certificate Number:
2024-1135015

Date Filed:
03/15/2024

Date Acknowledged:
04/23/2024

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 Engineering (Precinct #3)

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.

23309
Engineering Services - PHASE 1 PILOT - Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lennard, Lee	Houston, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Heisch, Rodney	Houston, TX United States	X	
	Garrison, Michael	Frisco, TX United States	X	
	Jasek, Wesley	Austin, 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)