

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Huitt-Zollars, Inc. – Drainage Masterplan for west of City of Rosenberg)

This Agreement (“Agreement”) is made and entered into by and between FORT BEND COUNTY DRAINAGE DISTRICT (“District”), a Special District created under Chapter 6605 of the Texas Special District Local Laws Code, and HUITT-ZOLLARS, INC. (“Consultant”), a Texas corporation. District and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Consultant is a professional services firm which provides engineering and surveying services; and

WHEREAS, District desires for Consultant to provide professional and engineering services for a Drainage Masterplan for 22.6 square-mile of area west of the City of Rosenberg; and

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

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 render services to District as defined in Consultant’s Proposal dated September 12, 2024 (hereinafter, the “Services”) 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 June 30, 2025. Consultant shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by District.
4. **Compensation and Payment Terms.**
 - (a) Consultant’s fees for the Services shall be calculated at the rate(s) set forth in Consultant’s “Houston 2024 Hourly Rate Sheet” found in the attached Exhibit A. The Maximum Compensation to Consultant for the Services performed under this

Agreement is Two Hundred Ninety Three Thousand Seven Hundred Sixty and 00/100 Dollars (\$293,760.00). In no event shall the amount paid by District 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) District will pay Consultant based on the following procedures: Consultant shall submit to District two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to District. Consultant may submit electronically via: apauditor@fortbendcountytexas.gov. District 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. District shall pay each such approved invoice within thirty (30) calendar days.

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 Two Hundred Ninety Three Thousand Seven Hundred Sixty and 00/100 Dollars (\$293,760.00). In no event shall the amount paid by District under this Agreement exceed the Maximum Compensation without a District approved change order. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that District shall have available the total maximum sum of Two Hundred Ninety Three Thousand Seven Hundred Sixty and 00/100 Dollars (\$293,760.00) specifically allocated to fully discharge any and all liabilities District 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 District may become liable to pay to Consultant under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Ninety Three Thousand Seven Hundred Sixty and 00/100 Dollars (\$293,760.00).
6. **Non-appropriation.** Consultant understands and agrees that in the event no funds or insufficient funds are appropriated by the District under this Agreement, District 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 District. In no event shall said termination of this Agreement or District's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by District in any amount(s) in excess of those previously funded.
7. **Taxes.** District is a special District created under the laws of the state of Texas and as such, is exempt from sales and use taxes. District shall furnish evidence of its tax-exempt status upon written request by Consultant.

8. **Insurance.** Prior to commencement of the Services, Consultant shall furnish District 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 District. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by District. 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.

District and the members of Commissioners Court 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 District and members of Commissioners Court.

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 District.

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

Approval of the insurance by District shall not relieve or decrease the liability of the Consultant.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT, 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 DRAINAGE DISTRICT AS AN ADDITIONAL INSURED.
10. **Public Information Act.** Consultant expressly acknowledges and agrees that District 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 District 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, District agrees to maintain the confidentiality of information provided by Consultant expressly marked as proprietary or confidential. District 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 orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. 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 District and shall not be entitled to any of the privileges or benefits of District employment.

13. **Use of Customer Name.** Consultant may use District's name without District's prior written consent only in Consultant's customer lists. Any other use of District's name by Consultant must have the prior written consent of District.
14. **County/District 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 District, 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 District's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of District, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at District's facilities, Consultant shall comply with, and ensure that all Consultant's Personnel comply with, all rules, regulations and policies of District 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 District 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 District. Any and all information of any form obtained by Consultant or its employees or agents from District in the performance of this Agreement shall be deemed to be confidential information of District ("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 District 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 District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise District 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 District in seeking injunctive or other equitable relief in the name of District or Consultant against any such person. Consultant agrees that, except as directed by District, 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 District's request, Consultant will promptly turn over to District 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 District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of District 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 District upon completion or termination of this Agreement. Consultant shall promptly furnish all such data and material to District on request.
18. **Inspection of Books and Records.** Consultant shall permit District, or any duly authorized agent of District, 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.** District 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 District, Consultant shall be 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 District. Consultant's final invoice for said services will be

presented to and paid by District 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 District.

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, 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; failure of any governmental agency to act in a timely manner; 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 District.
22. **Successors and Assigns Bound.** District 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.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of District. 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 District 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 District: Fort Bend County Drainage District
Attn: Chief 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: Huitt-Zollars, Inc.
10350 Richmond Ave., Suite 300
Houston, Texas 77042

25. **Performance Representation.** Consultant represents to District that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Consultant shall provide the Services to District 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 District of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.

30. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by District 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.
31. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY DRAINAGE DISTRICT IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
32. **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.
33. **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.

34. **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, District and Consultant hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

**FORT BEND COUNTY
DRAINAGE DISTRICT**

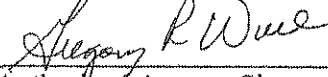


KP George, County Judge

January 15, 2025

Date Approved by Commissioners Court on 1/14/2025

HUITT-ZOLLARS, INC.



Authorized Agent -- Signature

Gregory R. Wine, PE, LEED AP

Authorized Agent- Printed Name

Executive Vice President

Title

December 16, 2024

Date

APPROVED:



Mark Vogler, P.E., Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 293,760.00 are available to pay the obligation of Fort Bend County Drainage District within the foregoing Agreement.



Robert Ed Sturdivant, District Auditor

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EXHIBIT A

(Consultant's September 12, 2024 Proposal Follows Behind)



September 12, 2024

Mr. Mark Vogler, PE
General Manager and Chief Engineer
Fort Bend County Drainage District
1124 Blume Road
Richmond, Texas 77471

Reference: Drainage Masterplan for the west of City of Rosenberg

Dear Mr. Vogler:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional and engineering services to Fort Bend County Drainage District (County) for a Drainage Masterplan for 22.6 square-mile of area west of the City of Rosenberg as shown in attached Exhibit A (Project).

Our proposal is based upon the following project understanding, scope of services, compensation, schedule, attachments, and the county standard agreement for professional engineering services.

PROJECT UNDERSTANDING

Fort Bend County Drainage District wants to identify the drainage improvement requirements and opportunities associated with future developments west of the City of Rosenberg with an emphasis on promoting commercial and industrial developments in the area. As this future development progresses and impervious surfaces are introduced, the need for mitigation storage becomes imperative. In collaboration with the County, Huitt-Zollars will develop a drainage master plan tailored to this prospective expansion. The limits of this drainage masterplan include Cottonwood Creek, Coon Creek, Robinowitz Ditch, and Unnamed Ditch immediately west of Patton Rd. The scope of the master plan is geographically limited to the area north of US 90A and south of the Brazos River.

This plan includes an assessment of the current drainage system and will highlight the existing deficiencies. The plan will focus on improving the existing channels and providing regional detention to effectively manage stormwater as the development unfolds.

The proposed improvements will also identify the options for improving drainage in Coon Creek and Cottonwood Creek by diverting flow to the north for areas north of US90A (Identify on map). The drainage masterplan will include channel improvement

Huitt-Zollars will actively coordinate with Union Pacific Railroad Company and the Moore Family to integrate development assumptions for the properties they own within the project area. This collaboration will ensure that the drainage solutions align with their future development plans.

SCOPE OF SERVICES

1.0 Basic Services

Conduct kickoff meeting at County Office. Conduct bimonthly meetings with county updating concerned parties on progress of the plan.

1.1 Data Collection

- a) Conduct site visits and discuss the County's vision for future development projects.
- b) Examine available survey, as-built and Record Drawing plan sets
- c) Obtain available shapefile, utility drawings and shapefile (Water, Sanitary & storm sewer, etc.)
- d) Obtain FEMA Effective models, if applicable. Obtain other available models previously submitted to the County.
- e) Coordinate with the Union Pacific Railroad Company, Moores Family, City of Rosenberg and TxDOT for future development assumptions and potential drainage improvements.

1.2 Survey

- a) Huitt-Zollars shall perform a survey task to collect 14 drainage crossings information. The survey task includes the following:
 - i. Provide details of 9 existing bridge structures, including bridge limits, bents, low- & high-chord elevation, limits of guardrail and elevation, pier & abutment locations, channel flowline, and high-water mark elevations at upstream and downstream faces of the structures, highest roadway elevation at the crossing.
 - ii. Provide details of 5 existing culvert structures, including headwall limits and elevation, pipe flowlines, size, material, length, channel flowline, and high-water mark elevations at upstream and downstream faces of the structures, highest roadway elevation at the crossing.

1.3 Existing Condition Analysis

- a) Develop a hydrologic model of the existing conditions for use in the hydraulic analysis.
- b) Delineate drainage areas based on the best available data and review the hydrologic parameters
- c) Develop hydrographs in the HEC-HMS utilizing Atlas 14 rainfall data. Peak flows will be determined using appropriate hydrologic methods. Hydrographs shall be developed for the 2-year, 10-year, 50-year and 100-year storm events.
- d) Develop an existing condition 1-dimensional hydraulic model of the site using HEC-RAS to determine the level of service in the existing drainage network. The latest Lidar data, survey and as-built information will be utilized to build the geometry of the hydraulic base model.
- e) The extent of the hydraulic modeling effort is limited to Cottonwood Creek, Coon Creek, Robinowitz Ditch, and Unnamed Ditch immediately west of Patton Rd. The modeling effort is limited to the area north of US 90A and south of the Brazos River.
- f) Simulate the 2-year, 10-year, 50-year and 100-year storm events.
- g) Conduct a review meeting with the County to discuss the drainage investigation findings. The Engineer shall prepare meeting minutes and submit them to the County within five working days.

1.4 Proposed Drainage Improvement Analysis

- a) Identify future developments west of City of Rosenberg with an emphasis on promoting commercial and industrial developments in the area. Coordinate with the Railroad and Moores Family for future development assumptions on their property.

- b) Adjust the existing conditions hydraulic model to include the proposed improvements. The proposed drainage improvements will be channel improvement, inline detention and regional detention ponds, if practical.
- c) Develop an alternative option for improving drainage in Coon Creek and Cottonwood Creek by diverting flow to the north for areas north of US90A.
- d) Conduct a Conceptual Improvements Review Meeting to present conceptual improvement alternatives to the County. Discuss the presented alternatives and select the most appropriate improvements with which to include in the final deliverables. Prepare meeting minutes and submit it to the County within five working days.

1.5 Public and Private Utility Requirements

- a) Identify water, sanitary sewer, gas, electricity & Telecommunication requirements, providers and opportunities in the area to serve future developments.
- b) Conduct a Conceptual Improvements Review Meeting to present the conceptual improvement options to the County. Prepare meeting minutes and submit it to the County within five working days.

1.6 Final Deliverable

- a) A Drainage Masterplan Report shall be developed as the deliverable for presenting the findings of the existing conditions and proposed conceptual improvements. The report will include exhibits, documented assumptions, and Hydrologic and Hydraulic models.
- b) Address one set of comments following the County review
- c) Conduct one in-person meeting with Fort Bend County Drainage District staff to discuss the final deliverable.

2.0 Additional Services

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the County, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the County in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

- 2.1 Develop more refined XPSWMM 2D models to more accurately identify existing drainage issues and evaluate the potential improvement
- 2.2 Subsurface Utility Engineering (SUE) /Platting
- 2.3 Traffic Impact Analysis (TIA)
- 2.4 Landscape Architecture
- 2.5 Testing and Balancing/Building Commissioning
- 2.6 Environmental Investigation
- 2.7 Geotechnical Investigation
- 2.8 Bid Phase Services
- 2.9 Construction Phase Services

3.0 Client-Provided Services

Fort Bend County Drainage District shall provide the following services or documents as part of this project:

- 3.1 Provide available drainage studies and models
- 3.2 Provide available record drawings for existing channels



3.3 Provide available GIS files pertinent to the project limits

COMPENSATION

1.0 Total Estimated Budget

Our estimated hourly not-to-exceed fee to include expenses for the Basic Services is \$293,760.

2.0 Invoicing

Invoices will be submitted monthly. Hourly tasks shall be invoiced based on the number of hours worked by discipline and reimbursable expenses shall be compensated per the attached Hourly Rate Sheet.

SCHEDULE

The basic services above shall be completed within 25 weeks from receipt of written notice to proceed from the County.

AUTHORIZATION

Should this proposal meet with your approval, please return a County Agreement for our execution. We will schedule the services above as soon as we receive your written authorization. If you have any questions, please call me at 832.276.5451.

Sincerely,
HUITT-ZOLLARS, INC.

A handwritten signature in cursive script, appearing to read 'M. Tehrani'.

Michael Tehrani, PE, CFM, PMP
Vice President

Enclosure



Houston 2024

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 325.00
Design Principal	\$ 325.00
Sr. Project Manager	\$ 285.00
QA Manager	\$ 300.00
Project Manager	\$ 240.00
Sr. Civil Engineer	\$ 250.00
Sr. Structural Engineer	\$ 270.00
Sr. Mechanical Engineer	\$ 250.00
Sr. Electrical Engineer	\$ 250.00
Civil Engineer	\$ 200.00
Structural Engineer	\$ 200.00
Mechanical Engineer	\$ 200.00
Electrical Engineer	\$ 200.00
Plumbing Engineer	\$ 200.00
Engineer Intern	\$ 155.00
Sr. Architect	\$ 250.00
Sr. NL Architectural Staff	\$ 170.00
Architect	\$ 175.00
Architect Intern 1	\$ 110.00
Architect Intern 2	\$ 125.00
Architect Intern 3	\$ 155.00
NL Architectural Staff	\$ 135.00
Sr. Landscape Architect	\$ 195.00
Landscape Architect	\$ 155.00
Landscape Architect Intern	\$ 115.00
Sr. Planner	\$ 300.00
Planner	\$ 165.00
Planner Intern	\$ 130.00
Sr. Designer	\$ 175.00
Designer	\$ 140.00
Sr. CADD Technician	\$ 160.00
CADD Technician	\$ 110.00

Interior Design

Sr. Interior Designer	\$ 160.00
Interior Designer	\$ 125.00
Interior Designer Intern	\$ 100.00

Survey

Survey Manager	\$ 215.00
Sr. Project Surveyor	\$ 200.00
Project Surveyor	\$ 150.00
Sr. Survey Technician	\$ 130.00
Survey Technician	\$ 120.00

Survey Crews

1-Person Survey Crew	\$ 120.00
2-Person Survey Crew	\$ 180.00
3-Person Survey Crew	\$ 240.00

Construction

Sr. Construction Manager	\$ 220.00
Construction Manager	\$ 195.00
Resident Engineer	\$ 185.00
Sr. Project Representative	\$ 200.00
Resident Project Representative	\$ 140.00

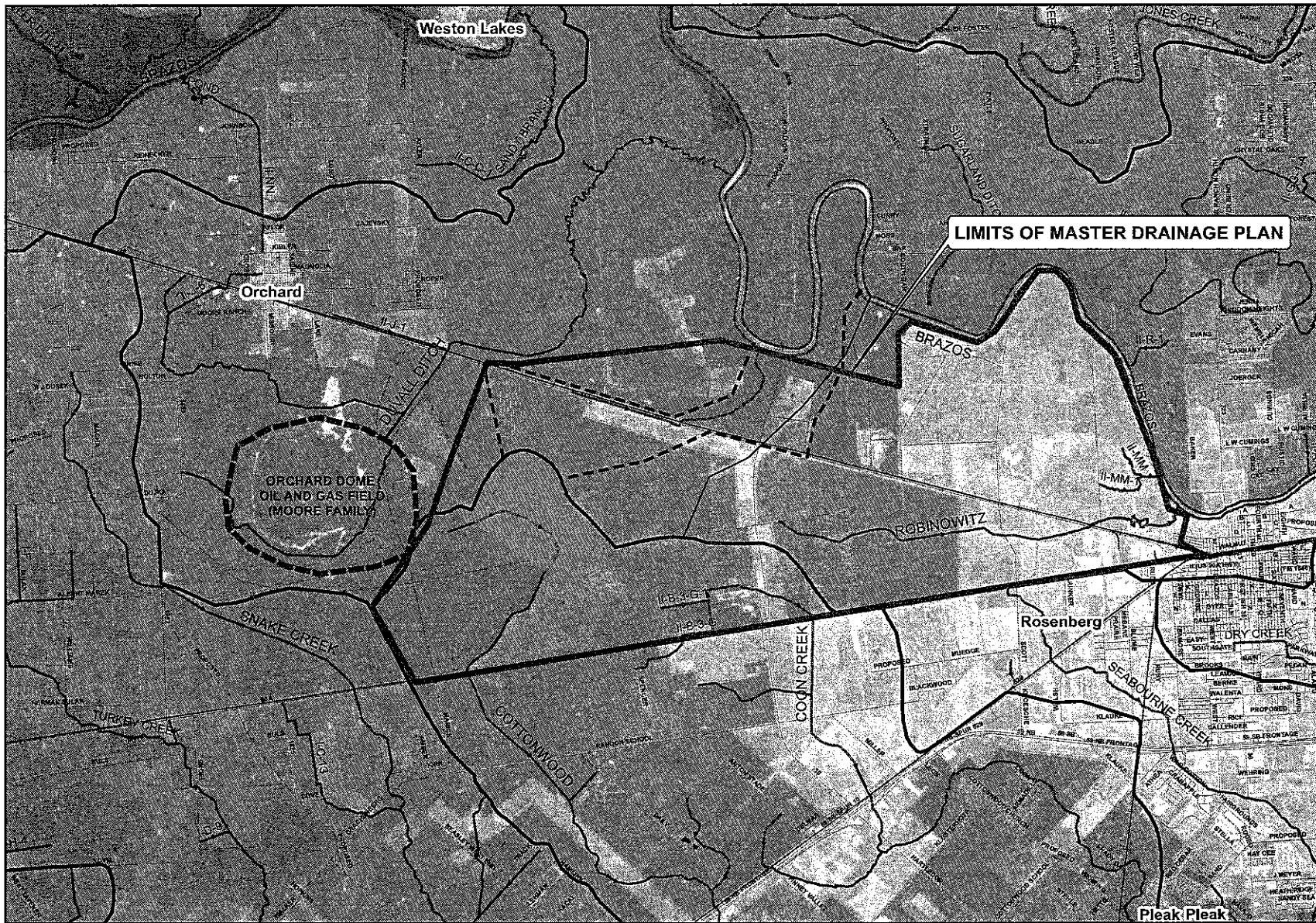
Administrative

Sr. Project Support	\$ 115.00
Project Support	\$ 90.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

**Subject to Annual Escalation



1 inch = 5,000 feet

HUETT-ZOLLARS
10555 RICHMOND AVE, SUITE 300
HOUSTON, TEXAS 77042
Tel: (281) 436-0066, TDD: (281) 436-0066

FORT BEND COUNTY
EXHIBIT A

STATE	COUNTY	DISTRICT
TX	Fort Bend	1

CONTROL	SECTION	JOB

Exhibit 1

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.**

Huitt-Zollars, Inc.
Dallas, TX United States

Certificate Number:
2025-1252983

Date Filed:
01/02/2025

Date Acknowledged:
01/14/2025

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.

17907
Professional Engineering Services (243378)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Huitt, Larry	Dallas, TX United States	X	
	McDermott , Robert	Dallas, TX United States	X	
	Wall , Cliff	Dallas, TX United States	X	
	Twomey, James	Dallas, TX United States	X	
	Wine, Gregory	Dallas, 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)