

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Pool Hill Road, Segment 2 – Project No. 23111)

This Agreement for Professional Engineering Services (“Agreement”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Consor Engineers, LLC (“Engineer”), a Corporation authorized to do business in the State of Texas. County and Engineer may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Engineer is a professional engineering firm which provides design and engineering services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide professional engineering services for the design and reconstruction of the 2-lane asphalt roadway to a 2-lane half boulevard with curb, gutter, drainage system and all necessary appurtenances along Pool Hill Road from Rogers Road to FM 1093 under Mobility Bond Project No. 23111; and

WHEREAS, Engineer 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 Engineer 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.** Engineer shall render services to County as provided in Engineer's Proposal dated December 4, 2024 attached hereto as "Exhibit A" and incorporated herein by reference (the "Services").

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 28, 2028. Engineer 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.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is Seven Hundred Seventy Thousand Two Hundred Sixty Eight and 75/100 Dollars (\$770,268.75). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer 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."
 - (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer 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. Engineer shall submit invoices no more frequently than on a monthly basis. 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.
 - (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
 - (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Seven Hundred Seventy Thousand Two Hundred Sixty Eight and 75/100 Dollars (\$770,268.75). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 Seven Hundred Seventy Thousand Two Hundred Sixty Eight and 75/100 Dollars (\$770,268.75) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seven Hundred Seventy Thousand Two Hundred Sixty Eight and 75/100 Dollars (\$770,268.75).

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer 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.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer 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. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer 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. Engineer 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 and members of the Fort Bend County 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 Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement 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 Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement 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 Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER 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 ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, HALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** Engineer 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 Engineer 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 Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer 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. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer 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. Engineer, 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, Engineer 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 Engineer. Engineer 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.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer 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.** Engineer 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 Engineer 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 Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes 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, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer 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.** Engineer 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 Engineer 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 Engineer 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 Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer'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 Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer 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. Engineer 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, Engineer shall advise County immediately in the event Engineer 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 Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer 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, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer 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. Engineer 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.

Engineer 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 work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or

used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
- (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Engineer otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other

provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
 - (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
 - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so 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, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots,

epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities 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.** Engineer shall not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Engineer 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 Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer 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
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Engineer: **Consor Engineers, LLC.**
Attn: _____
155 North Wacker Drive, Ste, 4150
Chicago, IL 60606

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer 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. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer's Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer's Proposal to County's waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer's Proposal are hereby deleted.
30. **Indemnification by County.** ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.

31. **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. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled “Agreement for Professional Engineering Services” and the terms of Engineer’s Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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, Engineer hereby verifies that Engineer 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, Engineer 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, Engineer 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, Engineer 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, Engineer 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.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER 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.
39. **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.
40. **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.
41. **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.

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

FORT BEND COUNTY, TEXAS



KP George, County Judge

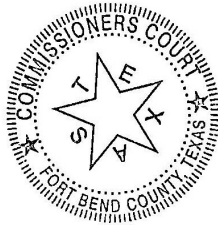
March 12, 2025

Date

ATTEST:



Laura Richard, County Clerk



CONSOR ENGINEERS, LLC

Signed by:



B2FB06G47A6241E...

Authorized Agent – Signature

zina schwartz

Authorized Agent- Printed Name

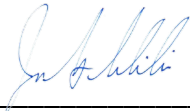
Executive Vice President

Title

2/14/2025 | 1:05:55 PM CST

Date

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 770,268.75 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Engineer's Proposal Follows Behind)



15310 Park Row
Houston, Texas 77084
Telephone (281) 493-4140
E-Mail: spadhirae@consoreng.com

December 04th, 2024

Mr. Lee Shelton, P.E.
Senior Project Manager
KCI Technologies Inc.
15021 Katy Freeway, Suite 200
Houston, TX, 77094

Re: Pool Hill Road, Segment 2 (Project # 23111)
Professional Civil Engineering Services Proposal

Dear Mr. Shelton,

CONSОР Engineers is pleased for the opportunity to work and partner with the Fort Bend County and KCI Technologies on this project. Consor submits this proposal to Fort Bend County for Professional Engineering Services for the reconstruction of Pool Hill Road, Segment 2 from a 2-lane asphalt roadway to a 2-Lane half boulevard with concrete curb & gutter, 100 ft ROW from Rogers Road to 6,400 ft North of FM 1093, Pool Hill Road Segment 1, 2, 3 corridor storm drainage system analysis and Bessies Creek bridge crossing H&H analysis.

PROJECT DESCRIPTION

Fort Bend County developed and passed a mobility bond program in 2023. Fort Bend County desires to prepare the PS&E (Plans, Specifications and Estimate) for Pool Hill Road, Segment 2 utilizing the 2023 bond funding. The limits of the project extend from Rogers Road to 6,400 ft North of FM 1093. McCrary Road will be reconstructed from a 2-lane asphalt open ditch section to a 2-Lane half boulevard with concrete curb & gutter and storm drainage system. The roadway is located within the City of Fulshear ETJ and has 8 driveways. Towards the North end of the project is a 26-foot-wide bridge over Bessies Creek which is going to be replaced. The project is located within the Bessies Creek floodplain zone AE. Consor Engineers will design in accordance with the county Design Guidelines and shall prepare all work in accordance with the latest edition of manuals, guidelines, standard drawings and standard specifications. The proposed bridge, foundations and other related components shall be designed in accordance with AASHTO Design Criteria and Fort Bend County requirements. Municipalities contributing funds to the project may review the submittals. The project scope will entail surveying and plan document preparation to facilitate the bidding and construction of the project.

SCOPE OF SERVICES

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

provide Fort Bend County with the following surveying and engineering services for the project:

Preliminary Design, Final Design and Bid and Construction Phase Services will be performed in accordance with Attachment "A" 2023 Mobility Bond Program Summary of Design Process.

Summary of Project Costs - See Exhibit "B"

Existing ROW Mapping, Topo & Control, Level B SUE Services Provided by CivilCorp, LLC. - See Exhibit "C"

Bridge Design by WSB, LLC. - See Exhibit "D"

Geotechnical Engineering Services Provided by Earth Engineering, Inc. - See Exhibit "E"

INFORMATION AND SERVICES PROVIDED BY FORT BEND COUNTY

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

1. Survey control monument data, if available.
2. Existing drainage study for the bridge crossing
3. Timely review and decisions to maintain project schedule
4. Wetland delineation, ENV needs

SERVICES NOT INCLUDED WITHIN THE SCOPE OF SERVICES:

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

1. Subsurface utility engineering Quality Level A (potholing)
2. Landscaping
3. Construction Inspection
4. Environmental

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

SCHEDULE

Project development and design will begin upon notice to proceed from Fort Bend County anticipated to be on February 01, 2025.

COMPENSATION

Payment and compensation for the above Scope of Services except for bidding and construction phase services is to be on a lump sum basis. Bidding and Construction phase services will be billed according to time and materials for services rendered. Consor will prepare monthly invoices for services rendered. A budget in the amount of \$770,268.75 is established for this agreement and will not be exceeded without prior authorization by Fort Bend County. "Exhibit "B" provides a summary of the fee estimate and a detailed fee estimate calculation for all items of Consor's work.

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

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

Regards,

Conсор Engineers LLC



Santha Padhiraе, P.E.
Project Manager

Enclosures:

- Attachment A – Design Process
- Exhibit B – Summary of Project Costs
- Exhibit C – CivilCorp Scope & Fee
- Exhibit D – WSB Scope & Fee
- Exhibit E – Earth Engineering Scope & Fee

ATTACHMENT A

2023 Mobility Bond Program

Summary of Design Process

The design process will be a collaborative effort between the Design Consultant (under contract with the County, with subconsultants under contract with the Design Consultant), the Project Manager (under contract with the County) and County staff.

The design process for this project has been divided into the following phases:

PHASE I - Preliminary Design Services

PHASE II - Design Services

PHASE III - Bid Phase Services

The preliminary design services, final design services, and bid phase services deliverables will be in accordance with all adopted Fort Bend County guidelines and specifications and will be included in the following tasks:

PHASE I - Preliminary Design Services

The primary goals are to (1) establish a typical cross section and cross sections in non-standard areas, (2) determine bridge and drainage system needs (drainage report and/or preliminary roadway drainage design), (3) positively determine right-of-way acquisition needs, (4) determine potential conflicts with existing facilities, (5) identify critical path items, (6) identify problem areas and potential resolution(s), (7) determine permit and regulatory requirements, and (8) prepare a reasonable construction cost estimate. Normally, a "30 percent" plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. These plans, along with a typical section sheet, are the only drawings that are necessary at this point.

Topographic survey will be completed during preliminary design. Normally, right-of-way acquisition will be required for road expansions, and part of preliminary design includes determining where to expand. To cover all options, topographic survey should be taken within existing right-of-way and then at least 20 feet beyond the right-of-way on each side, or as determined in a scoping meeting. Temporary benchmarks and baseline control should be set, both with 1,000-foot maximum spacing between points. Abstracting should be performed to gain a preliminary determination of property ownership and existing right-of-way widths. During topographic survey, found property corners should be documented so that the approximate location of the right-of-way can be determined.

Once right-of-way needs have been determined and approved by the County, a survey must be performed to produce (1) an overall project map showing existing and proposed right-of-way, (2) a parcel map and metes-and-bounds description for each parcel to be acquired in the project, and (3) a KMZ file (used by Google Earth) showing existing right-of-way with ownership information, proposed takings with parcel numbers, and a preliminary roadway layout. Right-of-way documents will be submitted separately from other design documents, and will be paid for on a per-parcel basis.

Except for new alignment roadways, geotechnical investigations and reporting should be completed during preliminary design, in accordance with the County criteria. For water crossing structures, use standard County criteria with boring depths based on the depth of the outfall channel. The geotechnical engineer should calculate the equivalent single axle load (ESAL) for the County's standard pavement design (8-inches of concrete with 8-inches of lime stabilized subgrade).

Preliminary wetlands investigations and project notification to the Texas Historical Commission will be performed by the County on a program-wide basis, so these efforts are not included on a project level. The Design Consultant will be notified if further efforts are needed for a particular project.

A Preliminary Engineering Report (PER) will be prepared for preliminary design, and the purpose of the report is to document the eight goals stated above. The report should include a narrative, applicable plans, a drainage report, and a construction cost estimate. A geotechnical report (prepared by Earth Engineering, Inc.), if prepared during the Preliminary Design phase, may be submitted subsequent to the PER. Any further requirements can be discussed in a scoping meeting. Upon preliminary review and approval of the PER, the Design Consultant and Project Manager will conduct a review meeting to include key County staff. It is intended that all approvals or change requirements are given at this meeting.

The typical completion period for the Preliminary Design is 90-120 days. The preliminary design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis by task. Major tasks of preliminary design (design, survey, geotechnical, etc.) should be itemized in invoices.

Drainage/Hydraulic Impact Report

Prepare a standalone drainage report in accordance with the current Fort Bend County Guidelines, and to assure that this project will have no adverse impact to surrounding water surface elevations for up to and including the 100- year storm event.

- A. Data collection
 - a. Obtain, review and evaluate available hydrologic and hydraulic (H&H) data for the study area including the latest version of reference standards and criteria and other information.
- B. Coordination with Fort Bend County Drainage District (FBCDD)
 - a. Coordinate with FBCDD about the proposed project. Obtain pertinent information as it relates to project including latest H&H/HEC-RAS models, current or future plans for receiving channel improvements, high water marks/history of flooding, etc.
- C. Drainage area map boundaries
 - a. Identify existing outfalls associated within the study areas and determine the existing and proposed drainage area boundaries for the project based on available drainage study, contour data and site visits. The drainage area map will be developed at a level for a trunk system analysis. Drainage area peak flows will be calculated for 2-yr, 10-yr and 100-yr events using Atlas 14 rainfall data.
- D. Corridor Drainage Analysis: Perform roadway drainage analysis for Pool Hill Road (SEG1, SEG2 and SEG3) and only flow calculation from Rogers Road (SEG1) that outfalls to Bessies Creek. Develop an interim condition drainage analysis for a 2-lane asphalt roadway to a 2-Lane half boulevard with concrete curb & gutter, storm drainage system. Followed by an Ultimate condition for a 4-lane roadway with concrete curb & gutter and storm drainage system.
 - a. Hydrological Analysis: Delineate existing and proposed interim and ultimate drainage area boundaries using GeoPAK for flow calculation of the drainage system. Calculate peak flows for existing and proposed (interim and ultimate) conditions using the rational method for 2-, 10-, and 100-year events based on Atlas 14 rainfall data. Use HEC-HMS to generate a flow hydrograph shape for calculated T_c & R . This hydrograph will then be proportionally distributed, based on calculated peak flows, to generate flow hydrographs for each individual drainage area as XPSWMM model inflows. The tailwater boundary condition from the Bessies Creek H&H model will be used where it outfalls into the creek.
 - b. Existing drainage system analysis: Prepare preliminary XPSWMM model of the existing Pool Hill Road drainage systems. Using the preliminary XPSWMM model, Consor will calculate the existing conditions' 2-yr, 10-yr and 100-yr hydraulic grade lines (HGLs) within the project area. Consor will identify existing drainage system problems based on the existing system XPSWMM analysis, record drawings and site visits. Any flows draining to project limits will be included in H&H modeling. Overland flow analysis will be performed using 1D-2D XPSWMM models.
 - c. Proposed storm system analysis: Prepare a preliminary storm sewer design based on a 2-yr, 10-yr and 100-yr storm analysis for the project area using XPSWMM 1D-2D. The preliminary storm sewer design will be based on the

- preliminary roadway profile. Consor will compare 2-yr, 10-yr and 100-year HGL elevations to the existing conditions to verify no adverse impacts. An interim and ultimate condition will be developed based on roadway profiles. GeoPAK drainage calculations for inlet sizing and P&P sheets.
- a. Preliminary detention analysis: Perform preliminary detention analysis following Fort Bend County Drainage District (FBCDD) criteria. Calculate the required detention volume to have no adverse impact at the outfall. XPSWMM 1D-2D will be used to perform the preliminary detention analysis. Perform an interim and ultimate condition detention analysis. Prepare an outflow comparison table for existing and proposed conditions flows to project outfall.
- E. Bessies Creek bridge crossing H&H modeling
- a. Obtain available HEC-HMS and HEC-RAS models from the FBCDD for the receiving channel. Review, evaluate, and update the model as required to ensure it correctly reflects recently collected survey data provided by the surveyor for the project.
 - b. Verify the HEC-HMS model to use the latest Atlas 14 rainfall data. Create additional frequency storm events as needed for the project. Verify other basin parameters to match the existing conditions.
 - c. Trim the 1D-2D HEC-RAS model to the project area limits to create the revised existing model. Distribute flows uniformly to the cross-sections. Utilize stage flow hydrograph as a downstream boundary condition. Verify WSE of the revised existing condition to the original model. Update model to the latest information such as bathymetry, channel ROW, Manning's n, structure information and drainage design criteria. Simulate and debug the model to reduce errors. Compare model results to any available gauge in the area to verify model accuracy. Add any additional tributary or flow entering the creek using 1D cross-sections and internal boundary conditions.
 - d. Develop a proposed condition HEC-RAS model based on final roadway profile to determine any impacts to water surface elevations in Bessies Creek as a result of the proposed improvements including potential fill within the existing floodplain. If impacts occur to water surface elevations within Bessies Creek as a result of the proposed roadway crossing, the Engineer shall update the proposed condition HEC-RAS model to analyze measures to ensure no impacts will occur.
- F. Bessies Creek bridge crossing scour analysis
- a. Perform a scour analysis for the proposed bridge over Bessies Creek. The scour analysis will be performed in accordance with methodology outlined in the latest Texas Department of Transportation (TxDOT) Geotechnical Manual. Provide potential scour depths, envelope, and any recommended countermeasures including bridge design modifications and revetment.
- G. Prepare preliminary drainage layouts
- a. Prepare preliminary layouts for the proposed storm sewer systems and preliminary detention basin layouts for inclusion in the drainage report.

H. Prepare drainage impact analysis report

- a. Prepare a drainage impact analysis report documenting the results from the preliminary H&H analyses. Report exhibits will include vicinity map, existing and proposed drainage area maps, XPSWMM and HEC-RAS model outputs for 2-yr, 10-yr and 100-yr events. Study and analysis will be in accordance with FBCDD and Fort Bend County criteria.

Utility Coordination

Research to determine the existence and location of underground utilities (pipelines, duct banks, etc.) is the Design Consultant's responsibility. Any subsurface utility investigation (SUI) should be at the expense of the utility company. Utility company signatures will not be required on completed drawings.

The Design Consultant will:

- Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase
- Send records requests to utility companies and obtain I.D. numbers (CenterPoint and AT&T)
- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings
- Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required

The Project Manager will:

- Assist the Design Consultant in identifying major utilities.

PHASE II - Design Services

The goal is to prepare construction drawings and specifications accurately and efficiently. Interim submittals will normally be made at 70 percent and 95 percent completion, and should include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

The 70 percent submittal should include the following:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name, registration number, floodplain zone and map number)

- Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- Survey control map (by CivilCorp)
- Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
- Detention Pond Layout & Cross Sections for Pool Hill Segment 1, 2 & 3 (if needed) (three ponds max)
- Plan and profile sheets (11"x 17" plan sheets at 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
- Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged). It is assumed there will be two (2) traffic control phases for this project. TCP layouts will be prepared on double-banked 11"x17" plan sheets at 1" = 100' scale.
- Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details). SWPPP layouts will be prepared on double-banked 11"x17" plan sheets at 1" = 40' scale and details will be included in the construction drawings.
- Bridge layout and details (by WSB)
- Coordinate with MUD and relocate any waterline or sewer line in conflict with roadway reconstruction (up to 400 ft)
- Specification table of contents
- Bid form with estimated unit and total costs (spreadsheet based)

A digital copy of the 70 percent submittal drawings, specifications and estimate will be required for the County review.

The 95 percent submittal should be considered complete with 95% interim seal, and shall include all of the 70 percent requirements plus the following:

- General notes sheet
- Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)
- Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)

- Responses to 70 percent comments

Submittal requirements are the same as for the 70 percent submittal.

The 100 percent design submittal shall consist of one sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate sent to the Project Manager. 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.

Utility Coordination - The Design Consultant will:

- Update conflict table during the Design phase for conflicts between existing utilities and proposed improvements.
- Submit milestone-level drawings to applicable utility companies for their review
- Coordinate with utility companies to facilitate utility adjustments required by the proposed improvements.
- Utility company signatures will not be required on completed drawings.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

PHASE III - Bid Phase Services

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the Design Consultant in PDF format. The Design Consultant will prepare a single project manual file in PDF format, consisting of:

- Administrative documents
- The bid form (prepared by the Design Consultant)
- A sealed specification table of contents
- Applicable specifications and documents

The Design Consultant will prepare a single file in PDF format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

The Design Consultant will submit digital copies of the project manual file and drawings file to the County Purchasing Agent for advertising, and to the Project Manager. Printed documents are not required.

The Design Consultant will attend a pre-bid meeting at the County Purchasing Office. It is not necessary to prepare for the meeting, other than to be able to briefly describe the project.

The Purchasing Agent will forward bidder questions to the Design Consultant. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the Design Consultant if necessary. The Purchasing Agent will distribute the addendum.

After the bid, the Project Manager will prepare a bid tabulation and provide a copy to the Design Consultant for filing.

The Design Consultant will attend a pre-construction meeting with County staff, Project Manager, storm water coordinator, general contractor, and construction materials testing contractor. Prior to the meeting, the Project Manager will inform the Design Consultant of how many drawing and project manual sets are required, and the Design Consultant will provide these documents at the pre-construction meeting.

All bid phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its Project Manager and the Design Consultant. Monthly billing will include a breakdown of hours spent by personnel in the various employee categories, at billing rates agreed to by the County and the Design Consultant.

Invoicing

The Design Consultant may prepare invoices in the format of its accounting system. However, the following will apply for invoices:

- When the first invoice is prepared, all major billing tasks anticipated for the project duration (Preliminary Design, Final Design, Survey, etc.) should be listed with budgets included. The sum of the task budgets must equal the amount in the Design Consultant's agreement. If tasks must be added or revised during the course of the project, budgets must be revised to ensure that the total budget remains the same (unless the budget is revised by amendment). Columns should be included, for each task, to show percent complete, amount earned, previously billed and current billing.
- A sequential numbering must be included with each invoice, i.e. Invoice 1 followed by Invoice 2, etc. Another invoice number may be included for internal purposes, but the sequential numbering should be included as well.
- The Purchase Order number must be included on the invoice.

- Markups for subconsultant services or reimbursable expenses are not allowed. A line item may be included in the fee proposal for subconsultant coordination.
- The County is tax-exempt and will not reimburse tax expenses. The Project Manager can provide a tax exemption form to the Design Consultant to ensure that tax is not charged.
- For lump sum tasks, summary of work for each subconsultant invoices need to be included in the Design Consultant's invoice.
- A brief progress report with task descriptions like reports, boring logs etc. must be submitted with each invoice, to include efforts reflected in the invoice. Employee hourly breakdowns are not required for lump sum tasks, but are required for time-and-materials tasks. Although employee timesheets are not required for time-and-materials tasks, the County reserves the right to request them in an audit.
- Invoices shall be submitted in PDF format to the County Engineering Department with copy to the Project Manager. The Project Manager will approve or require revisions within five days of invoice submission or revision, as applicable. The Project Manager will provide the email addresses of all to be included in the invoice submittals.

EXHIBIT B

EXHIBIT B

Project Name: Pool Hill Road (Segment 2) Consultant: CONSOR Engineers, LLC Project Number: 23111 Date: 12/4/2024					
EXHIBIT - B					
TASKS DESCRIPTION	Consor Engineers LLC	CivilCorp LLC (Survey & ROW)	WSB LLC (Bridge)	Earth Engineering (Geotech)	TOTAL
PHASE I - PRELIMINARY DESIGN SERVICES & PHASE II - DESIGN SERVICES (LUMPSUM)					
EXISTING ROW MAPPING		\$29,952.40			\$29,952.40
TOPO AND CONTROL		\$36,799.50			\$36,799.50
SUE		\$4,698.45			\$4,698.45
GEOTECH				\$47,023.00	\$47,023.00
PER (INCLUDES CORRIDOR DRAINAGE ANALYSIS FOR PHOOL HILL SEG'S 1, 2 & 3)	\$ 271,012.00		\$17,572.00		\$288,584.00
DESIGN PHASE	\$ 244,444.00		\$38,852.00		\$283,296.00
PROJECT MANAGEMENT			\$28,691.00		\$28,691.00
ODE (OTHER DIRECT EXPENSES)	\$ 402.00		\$500.00		\$902.00
SUBTOTAL	\$515,858.00	\$71,450.35	\$85,615.00	\$47,023.00	\$719,946.35
PHASE III - BID PHASE SERVICES (TIME & MATERIAL)					
BID PHASE (TIME & MATERIAL)	\$ 7,924.00		\$2,996.00		\$ 10,920.00
CONSTRUCTION PHASE (TIME & MATERIAL) (FOR STAKING & BRIDGE ONLY)		\$9,261.80	\$13,783.00		\$ 23,044.80
ADDITIONAL SERVICES (7 PARCEL PLATS)		\$16,357.60			\$ 16,357.60
SUBTOTAL	\$ 7,924.00	\$ 25,619.40	\$ 16,779.00	\$ -	\$ 50,322.40
TOTAL	\$523,782.00	\$97,069.75	\$102,394.00	\$47,023.00	\$770,268.75

EXHIBIT B

Project Name: Pool Hill Road (Segment 2)								
Consultant: CONSOR Engineers, LLC								
Project Number: 23111								
Date: 2024-12-04								
SCOPE OF SERVICES								
PHASE I - PRELIMINARY DESIGN SERVICES								
TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineer In Training	Senior Cadd Operator	Cadd Operator	Admin/Clerical	TOTAL LABOR HRS.
PROJECT MANAGEMENT								
A. Project Management and Administration	8		8					16
B. Project Coordination (Fort Bend County, MUD, Utility Companies)	4	2	8					14
C. Project Coordination with Subconsultants								0
1. Coordination with CivilCorp, LLC for Surveying	1	4	4					9
2. Coordination with Earth Engineering for Geotechnical	1	4	4					9
3. Coordination with WSB, LLC for Bridge Design	1	4	4					9
4. Coordination with Adjacent Projects for Corridor Drainage Analysis (Pool Hill Road Seg 1, 2 & 3)	2	16	32					50
D. Project Meetings	4	4	8					16
E. Invoicing	2		4				8	14
SUBTOTAL PROJECT MANAGEMENT	23	34	72	0	0	0	8	137
INVESTIGATE EXISTING CONDITIONS								
A. Collect Existing Project Data (Studies, Design, Reports, As-Built Drawings, GIS Maps, and Exhibits)	1	2	2	2				7
B. Request and Evaluate Public and Private Utilities and Survey Information								0
1. Coordinate with Utility Companies and Permitting Agencies	1		2	4				7
2. Describe Anticipated Permit Requirement & Process	1	2	2					5
3. Prepare Utility Conflict Table	1		4	8				13
C. General Site Evaluation for Roadways, Ditches, and Detention Pond								0
1. Field Reconnaissance / Site Photographs	4		4	4				12
D. Attend Preliminary Meeting with GEC / County	4		2					6
SUBTOTAL INVESTIGATE EXISTING CONDITIONS	12	4	16	18	0	0	0	50
PRELIMINARY ENGINEERING REPORT								
A. Identification of Recommended Alternatives & ROW Establishment								0
1. Prepare Existing and Proposed Typical Sections	1	2	1	4	2	4		14
2. Prepare & Evaluate Alternatives of Horizontal and Vertical Alignment with Existing & Proposed ROW	1		2	2	6	10		21
B. Prepare Preliminary Engineering Plans, Exhibits, and Report								0
1. Prepare Roadway Exhibit For Recommended Alignments	1			4		4		9
2. Prepare Preliminary SWPPP Plans.	1	2	2	4	4	4		17
3. Prepare Preliminary Traffic Control Concepts	1		4	8		8		21
4. Prepare Unrestricted Visibility Easement Exhibits	1			4	4			9
5. Prepare PER Report (Exist. & Prop. Conditions, Recommendations & Executive Summary)	2	4		8				14
6. Miscellaneous Sheets (Cover, Index, Plan and Profile, TCP/ Detour)	1		2	10	16	16		45
7. Miscellaneous Design Details	1		2	2	4			9
8. Evaluate existing utilities and include any potential conflicts	1	2		12	8			23
C. Prepare Preliminary Cost Estimate	1	4	6	8				19
SUBTOTAL PRELIMINARY ENGINEERING REPORT	12	14	19	66	44	46	0	201
DRAINAGE REPORT								
A. Drainage Study (Bessies Creek H&H study)								
1. Drainage Area Delineation	1	3	16	40				60
2. Revised Existing Condition Model (Trim Original Model)	1	10	40	120				171
3. Revised Existing Conditon Model Verification	1	4	20	60				85

Project Name:		Pool Hill Road (Segment 2)						
Consultant:		CONSOR Engineers, LLC						
Project Number:		23111						
Date:		2024-12-04						
4. Propose Conditions Model Development	1	4	15	60				80
5. Impact Assessment and Alternative Recommendation	1	2	16	40				59
6. Bessies Creek Bridge Crossing Scour Analysis	1	3	12	24	8			48
7. Preliminary Drainage Layouts	1		4	24	8	32		69
8. Drainage Impact Analysis Report	2	4	16	24	2			48
B. Corridor Drainage Analysis (Pool Hill Road Seg 1, 2 & 3)								
1. Drainage Area Delineation (HEC-HMS and GeoPAK)	1	4	14	96	16			131
2. Hydrological Analysis	1	8	18	104				131
3. Existing and Proposed Hydraulic Modeling (XPSWMM)	1	12	24	160				197
4. Detention Analysis for Interim (2-lane) and Ultimate Conditions (4-lanes)	1	12	18	100				131
5. Drainage Report	1	2	8	60	12	40	8	131
SUBTOTAL DRAINAGE REPORT	14	68	221	912	46	72	8	1743
HOURS SUB-TOTALS	61	120	328	996	90	118	16	1930
CONTRACT RATE PER HOUR	\$ 300.00	\$ 270.00	\$ 210.00	\$ 129.00	\$ 110.00	\$ 100.00	\$ 78.00	
TOTAL LABOR COSTS	\$ 18,300.00	\$ 32,400.00	\$ 68,880.00	\$ 128,484.00	\$ 9,900.00	\$ 11,800.00	\$ 1,248.00	\$ 271,012.00
% DISTRIBUTION OF STAFFING	6.75%	11.96%	25.42%	47.41%	3.65%	4.35%	0.46%	100%

PHASE I - PRELIMINARY DESIGN SERVICES	\$ 271,012.00
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PHASE II - FINAL DESIGN SERVICES								
TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineer In Training	Senior Cadd Operator	Cadd Operator	Admin/Clerical	TOTAL LABOR HRS. & COSTS
PROJECT COORDINATION/ MANAGEMENT								
A. Project Management and Administration	6	4	4					14
B. Project Coordination With Sub-Consultants	6	4	4	4				18
C. Drainage & Detention Design Coordination With Pool Hill Seg 1 & Seg 3	2		4	8	4			18
D. Utility Coordination	4		16	16				36
E. Project Meetings	8		8	4				20
F. Invoicing	4		4				8	16
SUBTOTAL PROJECT MANAGEMENT	30	8	40	32	4	0	8	106
DESIGN PHASE								
A. Cover Sheet	1		1	2		2		6
B. Index Sheet	1		1	2		4		8
C. General Notes	1		4	2		4		11
D. Typical Sections	1	4	8	16		8		45
E. Project Layout Sheets	1		4	8	8	8		29
F. Drainage area maps	1	4	4	16	8			33
G. Storm Sewer Lateral Sheets	1	2	4	16	8	8		39
H. GeoPAK Design Calculations & Drainage Output Sheets	1	4	16	48	8	8		85
I. Detention Pond Layout & Cross Sections (Pool Hill Road Seg 1, 2 & 3)	2	32	48	48	32	24		186
J. Roadway P&P Sheets (includes Storm Sewer)	1	8	24	80	80	60		253
K. Table of Proposed Driveways		2		6		8		16
L. Project Approach Signing	1		6	8	10			25
M. Detour Sheet	1	4		16	6	8		35
N. Traffic Control Typical Sections	1		2	16	16			35
O. Traffic Control Plans (2 phases)	1	4	16	40	40	40		141
P. Signing and Pavement Markings	1	2		24	16	8		51
Q. SWPPP Design and Sheets	1		8	12	16	24		61
R. Cross Sections (@ 100' interval) & Earthwork	1	12	32	40	8			93
S. Waterline & Sewerline Conflict Adjustments (upto 400')	1	4	8	32		32		77

EXHIBIT B

Project Name: Pool Hill Road (Segment 2)								
Consultant: CONSOR Engineers, LLC								
Project Number: 23111								
Date: 2024-12-04								
T. Waterline & Sewerline Relocation Deatils	1	4		8		16		29
U. Standards & Specifications		2	4	8	8	4		26
V. Utility Coordination								0
1. Update Utility Conflict Table	1		8	16				25
2. Milestone plan submission & review	1		4	16	4			25
3. Utility adjustment coordination	1	4	8	40				53
W. QA / QC Reviews	4	16	16					36
SUBTOTAL DESIGN PHASE	27	108	226	520	276	266	0	1423
ESTIMATE								
A. Engineer's Cost Estimate	2	6	12	48				68
SUBTOTAL ESTIMATE	2	6	12	48	0	0	0	68
HOURS SUB-TOTALS								
CONTRACT RATE PER HOUR	\$ 300.00	\$ 270.00	\$ 210.00	\$ 129.00	\$ 110.00	\$ 100.00	\$ 78.00	
TOTAL LABOR COSTS	\$ 17,700.00	\$ 32,940.00	\$ 58,380.00	\$ 77,400.00	\$ 30,800.00	\$ 26,600.00	\$ 624.00	\$ 244,444.00
% DISTRIBUTION OF STAFFING	7.24%	13.48%	23.88%	31.66%	12.60%	10.88%	0.26%	100%

PHASE II - FINAL DESIGN SERVICES \$ 244,444.00

PHASE III - BID AND CONSTRUCTION PHASE SERVICES

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineer In Training	Senior Cadd Operator	Cadd Operator	Admin/Clerical	TOTAL LABOR HRS. & COSTS
BID AND CONSTRUCTION PHASE								
A. Prepare Project Manual		1	2	8		4	5	20
B. Prepare Addendum(s)	1		4	4				9
C. Evaluate Bids, Prepare Bid Tabulations & Recommend Award of Contract	2		4	4				10
D. Attend Pre-Bid & Pre-Construction Meetings	6							6
HOURS SUB-TOTALS	9	1	10	16	0	4	5	45
CONTRACT RATE PER HOUR	\$ 300.00	\$ 270.00	\$ 210.00	\$ 129.00	\$ 110.00	\$ 100.00	\$ 78.00	
TOTAL LABOR COSTS	\$ 2,700.00	\$ 270.00	\$ 2,100.00	\$ 2,064.00	\$ -	\$ 400.00	\$ 390.00	\$ 7,924.00
% DISTRIBUTION OF STAFFING	34.07%	3.41%	26.50%	26.05%	0.00%	5.05%	4.92%	100%

PHASE III - BID AND CONSTRUCTION PHASE SERVICES \$ 7,924.00

OTHER DIRECT EXPENSES	QTY	UNIT	RATE	COST
Mileage	600	miles	\$ current IRS rate	\$ 402.00

ODE SUBTOTAL \$ 402.00

EXHIBIT C

December 4, 2024

CONSOR

Attn: Saritha Padhirae, P.E.

Re: Fee Proposal for Surveying Services – Pool Hill Road (Seg 2) from Rogers Road to 6,400 feet North of FM 1093
Project No. 23111

CivilCorp, LLC is pleased to submit this fee proposal for surveying services for the above referenced project. Survey shall conform to Fort Bend County Engineering Design Manual, March 2022 edition.

I. SCOPE OF WORK

Specific survey limits for Pool Hill Road, Segment 1 area are as follows:

Beginning at the intersection of Pool Hill Rd and Rogers Rd and proceeding South along Pool Hill Road approximately 2,300 feet. The Intersections shall be tied a distance of 300 feet in each direction for a total approximate length of 2,600 linear feet

1. Existing Right of Way Mapping

- a. Project abstracting; without the benefit of a title company, obtain deeds of records and plats relating to Pool Hill Road, adjoining tracts, and intersecting roadways.
- b. Establish the existing right-of-way of the Pool hill Road and intersecting roadways.
- c. Prepare existing right-of-way map of the project, meeting TSPS Category 2 Route survey in PDF format.
- d. Prepare Survey Control Sheets to be delivered in PDF format
- e. Prepare .kml or .shp files as needed for GIS submission of the existing right-of-way.

ESTIMATED LUMP SUM FEE: \$29,952.40

2. Topographic Surveying for Pool Hill Road

- a. Establish horizontal and vertical control (baseline and Temporary Bench Mark) at intervals not to exceed 1,000 feet. CivilCorp shall coordinate with adjoining project surveyors and design consultants to confirm a single datum is utilized for control.
- b. CivilCorp shall prepare right of entry agreements to allow for field work outside of the right-of-way, short of litigation. Letters will be sent via regular mail or certified mail to landowners as listed by the Fort Bend County Central Appraisal District.
- c. Cross sections shall be taken at 100 foot intervals and extend 20 feet beyond the proposed right-of-way line where accessible. The topographic survey is to include edge of pavements, driveways, signs, mailboxes, traffic signals,

sidewalks, pavement markings, etc. Structures in clear view and within 100 feet of the existing right-of-way should be surveyed. Crossing drainage channels will be profiled and cross sectioned up and down stream. Existing underground utilities will be collected as marked by other as well as visible surface features. Overhead utilities will be indicated. Gravity sanitary and storm sewers will be located as to top of manholes and inlets, flow line elevations, type, size, and direction of pipes. Water lines will be located by tops of valves, fire hydrants (flush valves) and visible surface features.

- d. Bridge structure shall be tied to include abutment, bents, low chord, deck, railing, columns, rip rap, etc. Cross sections of the intersecting creek shall be taken at points 200, 400, and 600 feet from the existing right-of-way line.
- e. CivilCorp shall perform a Texas 811 One Call for the project limits. All public utility, private utility and pipeline providers will be contacted via the current utility coordination process and all on-site utility markings and other information provided to CivilCorp by these utility and pipeline providers will be collected by standard survey methods and incorporated into the topographic survey base map.
- f. CivilCorp shall prepare a TSPS Category 6, Condition 2 Topographic Survey delivered in PDF format.
- g. A 2D and 3D survey base map including a digital terrain model or surface will be created and delivered utilizing Microstation Open Roads Designer, release 10.12 or other agreed to version.

ESTIMATED LUMP SUM FEE: \$36,779.50

3. Subsurface Utility Engineering (Quality Level B) Utility/Pipeline Investigations

- a. The survey will conform to the requirements set forth in the manuals titled, "CI/ASCE 38-22, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data," established by the American Society of Civil Engineers (ASCE). The Survey shall perform such investigations, research, and other activities necessary to identify any potential utility/pipeline conflicts within the project, including but not limited to: Locating and identifying all existing utilities/pipelines including casings and vent pipes within the existing and proposed rights-of-way, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others, and providing Subsurface Utility Engineering Quality Level B effort to locate all subsurface utilities within the existing and proposed project limits.
- b. CivilCorp will undertake research to obtain the most current available record information concerning the location of underground utilities within the project limits.
- c. CivilCorp will perform a review of the data collected and correlate the record information by utility type and location. CivilCorp will create digital copies of plans provided in hard-copy format and provide them.
- d. CivilCorp will prepare an updated plan that will depict the results and findings of the SUE Investigation. The SUE investigative tasks will be QA/QCed by the operations and/or project manager.

ESTIMATED LUMP SUM FEE: \$4,698.45

4. Construction Services

- a. Check and/or re-set project control referenced to the project baseline and stake the proposed right-of-way limits immediately prior to construction.

ESTIMATE HOURLY (NOT TO EXCEED) FEE: \$9,261.80

5. Additional Services

- a. Prepare TSPS Category 1A, Condition 3 Land Title Survey- Prepare survey drawing and metes and bounds description in accordance with Fort Bend County Guidelines for property acquisition and add parcels to the existing right-of-way maps. Anticipate parcel acquisition on East side of Pool Hill Rd only.

**ESTIMATED FEE: \$2,336.80 per parcel
(Approximately 7 Tracts= \$16,357.60)**

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

CivilCorp, LLC



Brandon Absher, RPLS
Survey Manager

CONSOR

By: _____

Title: _____

Date: _____

Fee Schedule
Method of Payment: Lump Sum

Prime: CONSOR

Project: FBC #23111 Pool Hill Road Segment 2 (Rogers Rd to 6400' North of FM 1093) Approx 2300'

Subprovider: CivilCorp, LLC. (Surveying Tasks)

Method of Payment: Lump Sum

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	SURVEY TECH	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL TASK COSTS
									0	
Project Abstracting and boundary/ROW determination (est 11 tracts)	1	10	15	34	20	20	3		103	\$ 16,306.00
Prepare Control Index Sheet	1	1	3	8					13	\$ 1,636.00
Prepare Horizontal and Vertical Control Sheets	1	1	3	8					13	\$ 1,636.00
Prepare Existing ROW map Cat 1 B Cond II in PDF format	4	12	20	30			6		72	\$ 9,694.00
									0	
									0	
									0	
HOURS SUB-TOTALS	7	24	41	80	20	20	9	0	201	\$29,272.00
CONTRACT RATE PER HOUR	\$238.00	\$212.00	\$126.00	\$101.00	\$190.00	\$225.00	\$108.00	\$96.50		
TOTAL LABOR COSTS	\$1,666.00	\$5,088.00	\$5,166.00	\$8,080.00	\$3,800.00	\$4,500.00	\$972.00	\$0.00		
% DISTRIBUTION OF STAFFING	3%	12%	20%	40%	10%	10%	4%	0%		
SUBTOTAL									\$29,272.00	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES						COST
		MAXIMUM								
Mileage	Mile	\$ 0.670	120							\$ 80.40
GPS RTK Base	Hour	\$ 30.000	20							\$ 600.00
SUBTOTAL DIRECT										\$ 680.40

EXPENSES SUMMARY	
TOTAL LABOR COSTS	\$29,272.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$680.40
TOTAL	\$29,952.40

Fee Schedule
Method of Payment: Lump Sum

Prime: CONSOR

Project: FBC #23111 Pool Hill Road Segment 2 (Rogers Rd to 6400' North of FM 1093) Approx 2300'

Subprovider: CivilCorp, LLC. (Surveying Tasks)

Method of Payment: Lump Sum

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	SURVEY TECH	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL TASK COSTS
									0	
Establish Project Control (5/8 IR W/Cap at 1000' interval)	1	3	4	4	4	6			22	\$ 3,892.00
Obtain Right of Entry (est 11 parcels)	1	6		2	2		4	9	24	\$ 3,392.50
Topographic Survey (up to 50' past existing ROW), tie bridge and creek	1	2	6	13	20	50			92	\$ 17,781.00
Perform 811 One Call and Tie Marked and above ground utilities	1	2	1	2	8		3		17	\$ 2,834.00
Prepare 2D and 3D deliverables and Cat 6 Cond II topo map	1	6	12	16				2	37	\$ 4,831.00
Update Orthometric Photos (UAV)	1	1	3		10		5		20	\$ 3,268.00
									0	
									0	
									0	
									0	
HOURS SUB-TOTALS	6	20	26	37	44	56	12	11	212	\$35,998.50
CONTRACT RATE PER HOUR	\$238.00	\$212.00	\$126.00	\$101.00	\$190.00	\$225.00	\$108.00	\$96.50		
TOTAL LABOR COSTS	\$1,428.00	\$4,240.00	\$3,276.00	\$3,737.00	\$8,360.00	\$12,600.00	\$1,296.00	\$1,061.50		
% DISTRIBUTION OF STAFFING	3%	9%	12%	17%	21%	26%	6%	5%		
SUBTOTAL									\$35,998.50	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES						COST
		MAXIMUM								
Mileage	Mile	\$ 0.670	300							\$ 201.00
GPS RTK Base	Hour	\$ 30.000	20							\$ 600.00
SUBTOTAL DIRECT EXPENSES										\$ 801.00

SUMMARY	
TOTAL LABOR COSTS	\$35,998.50
NON-SALARY (OTHER DIRECT EXPENSES)	\$801.00
TOTAL	\$36,799.50

Fee Schedule
Method of Payment: Lump Sum

Prime: CONSOR

Project: FBC #23111 Pool Hill Road Segment 2 (Rogers Rd to 6400' North of FM 1093) Approx 2300'

Subprovider: CivilCorp, LLC. (Surveying Tasks)

Method of Payment: Lump Sum

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	CADD TECH	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	SUE Tech	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL TASK COSTS
Site Visit/Kick Off	1						1		2	\$ 388.00
SUE Investigation (Level B)							5		5	\$ 750.00
Utility Survey			4						4	\$ 504.00
KMZ Mapping/Drafting			1	6			1		8	\$ 1,032.00
Daily/Weekly Papaerwork/QA/QC/Records Research	2	2	1	1			1	6	13	\$ 1,881.00
HOURS SUB-TOTALS	3	2	6	7	0	0	8	6	32	\$ 4,555.00
CONTRACT RATE PER HOUR	\$238.00	\$212.00	\$126.00	\$126.00	\$190.00	\$225.00	\$150.00	\$96.50		
TOTAL LABOR COSTS	\$714.00	\$424.00	\$756.00	\$882.00	\$0.00	\$0.00	\$1,200.00	\$579.00		
% DISTRIBUTION OF STAFFING	9%	6%	19%	22%	0%	0%	25%	19%		
SUBTOTAL									\$4,555.00	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES						COST
		MAXIMUM								
Mileage	Mile	\$ 0.670	35							\$ 23.45
GPS RTK Base	Hour	\$ 30.00	4							\$ 120.00
SUBTOTAL DIRECT EXPENSES										\$ 143.45

SUMMARY	
TOTAL LABOR COSTS	\$4,555.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$143.45
TOTAL	\$4,698.45

Fee Schedule Method of Payment: Time and Materials

Prime: CONSOR
 Project: FBC #23111 Pool Hill Road Segment 2 (Rogers Rd to 6400' North of FM 1093) Approx 2300'
 Subprovider: CivilCorp, LLC. (Surveying Tasks)
 Method of Payment: Time and Material

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	SURVEY TECH	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL TASK COSTS
									0	
Verify project control and establish	1	1	3	2		10			17	\$ 3,280.00
Stake proposed ROW	1	1	2	3		20			27	\$ 5,505.00
									0	
HOURS SUB-TOTALS	2	2	5	5	0	30	0	0	44	\$8,785.00
CONTRACT RATE PER HOUR	\$238.00	\$212.00	\$126.00	\$101.00	\$190.00	\$225.00	\$108.00	\$96.50		
TOTAL LABOR COSTS	\$476.00	\$424.00	\$630.00	\$505.00	\$0.00	\$6,750.00	\$0.00	\$0.00		
% DISTRIBUTION OF STAFFING	5%	5%	11%	11%	0%	68%	0%	0%		
SUBTOTAL									\$8,785.00	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES						COST
		MAXIMUM								
Mileage	Mile	\$ 0.670	40							\$ 26.80
GPS RTK Base	Hour	\$ 30,000	15							\$ 450.00
SUBTOTAL DIRECT EXPENSES										\$ 476.80

SUMMARY	
TOTAL LABOR COSTS	\$8,785.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$476.80
TOTAL	\$9,261.80

Fee Schedule
Method of Payment: Per Parcel

Prime: CONSOR

Project: FBC #23111 Pool Hill Road Segment 2 (Rogers Rd to 6400' North of FM 1093) Approx 2300'

Subprovider: CivilCorp, LLC. (Surveying Tasks)

Method of Payment: Per parcel

TASK DESCRIPTION	Support Manager	RPLS Project Manager	SENIOR SURVEY TECH	SURVEY TECH	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL TASK COSTS
									0	
Prepare Parcel Plats and Metes and bounds (1 parcel)	1	1	4	8	2		1		17	\$ 2,250.00
									0	
									0	
									0	
HOURS SUB-TOTALS	1	1	4	8	2	0	1	0	17	\$2,250.00
CONTRACT RATE PER HOUR	\$238.00	\$212.00	\$126.00	\$101.00	\$190.00	\$225.00	\$108.00	\$96.50		
TOTAL LABOR COSTS	\$238.00	\$212.00	\$504.00	\$808.00	\$380.00	\$0.00	\$108.00	\$0.00		
% DISTRIBUTION OF STAFFING	6%	6%	24%	47%	12%	0%	6%	0%		
SUBTOTAL									\$2,250.00	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES						COST
		MAXIMUM								
Mileage	Mile	\$ 0.670	40							\$ 26.80
GPS RTK Base	Hour	\$ 30.000	2							\$ 60.00
SUBTOTAL DIRECT EXPENSES										\$ 86.80

SUMMARY	
TOTAL LABOR COSTS	\$2,250.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$86.80
TOTAL	\$2,336.80

EXHIBIT D

SCOPE of SERVICES

Project Name: Pool Hill Road – Segment 2

WSB

Project Description

WSB will design the bridge for Pool Hill Road – Segment 2 in Fort Bend County, Precinct 1. The existing facility is a two lane, two way asphalt roadway with roadside ditches and contains a bridge over Brookshire Creek.

Preliminary Design

Scope includes: (1) conduct site visit, (2) review existing record drawings, (3) design preliminary bridge layouts, (4) create existing and proposed bridge typical sections, and (5) assist with PER bridge write-up.

WSB will review Utility and Geotechnical investigations/reporting and incorporate data into bridge design.

WSB will coordinate with Consor, FBC, and other subs as required.

Final Design

The scope will include preparation of construction drawings and specifications. Interim submittals will be made at 70 percent and 95 percent completion, and will include drawings, standards and special specifications, as applicable, and a construction cost estimate.

The 70 percent submittal should include the following:

- Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Bridge layout and details (Bridge Layout (1" =40' half-size), Foundation Plan (1" =40' half-size), Abutment Details, Interior Bent Details, Framing Plan, Slab Details, Slope Paving Details, and Bridge Standards.)

Three copies of the 70 percent submittal will be submitted for County review on 11-inch by 17-inch sheets.

The 95 percent submittal will be considered complete with 95 percent review stamp, and will include all of the 70 percent requirements plus the following:

- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Responses to 70 percent comments

Three copies of the 95 percent submittal will be submitted for County review.

Final design efforts will be considered complete when comments to the 95 percent submittal have been addressed.

Bid and Construction Phase Services

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the design consultant in Adobe Acrobat (pdf) format. WSB will assist the Prime design consultant (Conzor) with preparing Bridge related materials to be included within the single project manual file in Adobe Acrobat format, consisting of (1) administrative documents, (2) the bid form (prepared by the design consultant), (3) a sealed specification table of contents, and (4) applicable specifications and documents. The design consultant will prepare a single file in Adobe Acrobat format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

WSB will attend a pre-bid meeting at the County Purchasing Office. It is not necessary to prepare for the meeting, other than to be able to briefly describe the project.

The design consultant will attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor.

WSB will be responsible for reviewing contractor submittals and responding to Requests for Information related to Bridge Design.

Field visits and progress meetings will not be required unless requested by the County.

The design consultant will participate in a substantial completion walkthrough.

EXHIBIT __
FEE ESTIMATE
FBC 23111 - Pool Hill Road (Segment 2)
from Rogers Road to 6,400 feet North of FM 1093
FBC Precinct 1

			David Balmos, Principal	Project Manager	DPM/Bridge PM	Bridge Senior Engineer	Bridge Project Engineer	Bridge Design Engineer	Bridge EIT	Senior CADD Tech	Clerical/Admin	QA/QC Manager	Total Hours	Total Fee
12/4/2024			\$315	\$287	\$250	\$290	\$245	\$212	\$139	\$167	\$105	\$275		
Phase	TASKS ID's	TASKS											Total	
Project Management, Coordination, and Meetings														
		Project Management (Assumed 12 months)	2	12	12								26	\$7,074
		Monthly Progress Reports and Invoicing (Assumed 12 months)		12							12		24	\$4,704
Coordination														
		Coordination with Prime (12 months)	1	4	4	8	8			12			37	\$8,747
		Coordination with subconsultants											0	\$0
Meetings														
		Biweekly Meetings with Prime (0.5 hr per Mtg)(Assumed 12 months)		12	6								18	\$4,944
		Meetings with FBC, FBCDD, and other stakeholders (Assumed 1 hr per Mtg)		6	6								12	\$3,222
Preliminary Design														
Preliminary Engineering Report		Site Visit / Field Data Collection (max 2 visits)		3	3	3	3						12	\$3,216
		Review FBC Record Drawings for Rdwy and Bridge			1	1		2	4				8	\$1,520
		Review Schematic alignment and roadway profile		1	2	2				8			13	\$2,703
Assume:	30%	Preliminary Bridge Layout (1 Span Tx Bridge)												
No Skew on a Tangent Alignment		A. Proposed Bridge (Plan & Profile)(Scale: 1"=40')				1		8	16				25	\$4,210
		B. Existing Bridge Typical Section (Scale: 1"=20')				1		2	6				9	\$1,548
		C. Proposed Bridge Typical Section (Scale: 1"=20')				1		2	6				9	\$1,548
		Assist with Draft PER bridge write-up				2						1	3	\$855
		Address one round of PER review comments				1		4	6				11	\$1,972
Final Design														
	70%													
1 sheet		Proposed Bridge Layout				2		6	16				24	\$4,076
1-2 sheets		Superstructure Design (Prestressed Concrete)				1		4	16				21	\$3,362
1 sheet		Foundation Plan				1		4	8				13	\$2,250
1 sheet		Foundation Details				1		8	8				17	\$3,098
2 sheets		Bridge Abutment Details				1		2	8				11	\$1,826
1 sheet		Misc Abutment Details				0		0	0				0	\$0
1 sheet		Interior Bent Details (N/A)											0	\$0
1 sheet		Bent girder details (N/A)											0	\$0
1 sheet		Bridge Framing Plan and Bearing Seat Elevations				1		8	24				33	\$5,322
2 sheets		Girder Details				0		0	0				0	\$0
1 sheet		Bearing pad details				0		0	0				0	\$0
2 sheets		Bridge Slab details				1		8	8				17	\$3,098
10 sheets		TxDOT Bridge Standard Details				1		2	2				5	\$992
		Modify Bridge standards (N/A)											0	\$0
		Open Bridge 3D Model (N/A)											0	\$0
		Bridge Aesthetic Package (N/A)											0	\$0
		Prepare Bridge specifications				1		2	2				5	\$992
		Prepare 70% Cost Estimate				1							1	\$290
		QA/QC for 70% Submittal		1		18						1	20	\$5,782
	95%													
		Address 70% Review Comments by FBC/Consort		1		2		8	8			1	20	\$3,950

[illegible]

EXHIBIT E



EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • www.eartheng.com

June 12, 2024

Ms. Saritha Padhirae, PE
Senior Project Manager
Conсор
o: +1.281.493.4140 Ext. 54227
m: +1.409.656.7789

Proposal No.: P-EE2420706-G
Sent Via E-Mail: spadhirae@consoreng.com

GEOTECHNICAL EXPLORATION FOR A CONCRETE PAVEMENT AT POOL HILL ROAD SEGMENT (II) IN FORT BEND COUNTY, TX

Dear Ms. Padhirae,

Earth Engineering, Inc. is pleased to present this proposal to perform geotechnical investigation for the above project in Fort Bend County, Texas.

Furnished information indicated that the existing two lane asphalt road will be converted to a Four-Lane Concrete Road. The total length of the project is about 2,300 feet.

The project will also consist of the construction of bayou bridge.

Fort Bend County Engineering Design Manual (May 2021) will be adopted for this project:

1. Drilling and sampling five (5) boring at a depth of 15 feet every 500 feet along the road alignment.
2. Drilling and sampling two (2) borings to a depth of 80 feet for the bayou bridge.

SCOPE OF WORK

The scope of our services was specified based on Fort Bend County and Harris County stands and specifications:

1. Drilling and sampling five (5) borings to a depth of 15-feet at proposed road alignment.
2. Drilling and sampling two (2) borings to a depth of 80 feet for the bayou bridge.

3. Obtaining continuous soil samples to a depth of 15 feet, then at five (5) foot intervals thereafter to the borings' termination depths.
4. **Earth Engineering** will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).
5. Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, Unconsolidated-Undrained Triaxial test, California Bearing Ratio (CBR), and OMD Standard Compaction as deemed appropriate.
6. Utilizing the results of observations both in the field and in limited laboratory tests, **Earth Engineering** will author a report that will include the following subjects:
 - soil stratigraphy: soil encountered up to 80 feet
 - groundwater conditions and groundwater control during construction
 - develop design recommendations for the proposed bayou foundations including bearing piles capacity curves
 - Provide scour analysis and recommendations
 - Provide design recommendations for the proposed concrete road based on the provided traffic count
 - classify the soil types in accordance to FBC requirements based on the characteristics of the soils along the alignment
 - recommend the utilities bedding in accordance with FBC standards and specifications
 - present subgrade stabilization option such as lime/fly-ash for cohesion-less soils and lime for cohesive soils
 - recommend construction considerations, as deemed necessary
 - recommend back-fill material specifications
- Incorporating all of the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.



SCHEDULING

We anticipate that the total project duration will be 60 working days.

ESTIMATED FEES

- (5) borings @15' each along the road alignment.
- (2) borings @ 80' each at the bayou crossing

The total cost for the geotechnical study is estimated to be **\$ 47,023.00.**

SERVICE DESCRIPTION	UNIT FEE	AMOUNT	UNIT	ESTIMATED COST
Field Exploration				
Mobilization/Demobilization	\$746	1	Mob	\$746.00
Drilling and sampling 5 borings to 15 feet each and 2 borings to 80 feet each (Bridge)	\$24	235	feet	\$5,640.00
Piezometer (35 feet)	\$2,500		each	\$2,500.00
Boring grout	\$13	235	feet	\$3,055.00
Field Engineer supervision and layout	\$122.00	15	hours	\$1,830.00
Vehicle Charge	\$13.00	15	hours	\$195.00
		Subtotal:		\$13,966.00
Laboratory Testing				
Atterberg Limits (LL, Pi's)	\$76.00	40	tests	\$3,040.00
Moisture Contents	\$12.00	40	tests	\$480.00
Percent Finer than No. 200 Sieve	\$59.00	12	tests	\$708.00
California Bearing Ratio (CBR)	\$259.00	12	tests	\$3,108.00
Unconsolidated Undrained Strength Test	\$77.00	15	tests	\$1,155.00
PH of Soil	\$21.00	6	tests	\$126.00
		Subtotal:		\$8,617.00
Engineering and Report Writing				
Principal Engineer, P.E.	\$266.00	20	hours	\$5,320.00
Senior Geotechnical Engineer	\$218.00	85	hours	\$18,530.00
Support Personnel	\$59.00	10	hours	\$590.00
		Subtotal		\$24,440.00
TOTAL				\$47,023.00



INSURANCE

Earth Engineering inc. maintains the following insurance:

- Professional Liability (errors and omissions): one **million**.
- General Liability: **two million**.
- Workman's Compensation: **one million**.
- Commercial Auto Insurance: **one million**.
- Umbrella Insurance: **five million**

CLIENT RESPONSIBILITIES

Earth Engineering, Inc. requests that you provide the following information prior to the site visit and our site activities:

- Formal written authorization.
- Name and telephone number of a responsible client contact, if other than yourself.
- Any geotechnical, environmental, geologic, and hydrological report previously prepared for the study area, to which you have access, as well as information regarding any similar report currently being undertaken.
- Any restrictions or limitations to, or requirements for site access to be adhered to by Earth Engineering personnel.

Should you have any questions concerning this proposal or other services we may provide, please feel free to contact us at (713) 681-5311 or by e-mail at moes@eartheng.com. We will be pleased to discuss them with you.

Yours very truly,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

Moe A. Shihadeh, P.E., D.GE
Founding Principal - Diplomate Geotechnical Engineering



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.**

Conzor Engineers, LLC
Houston, TX United States

Certificate Number:
2025-1267834

Date Filed:
02/11/2025

Date Acknowledged:
03/11/2025

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.

Project No. 23111
Professional Engineering Services for Pool Hill Road, Segment 2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Patil, Sandeep	Houston, TX United States	X	
	Rayasam, Chris	Portland, OR United States	X	
	Cass, Matthew	Chapel Hill, NC 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)