STATE OF TEXAS §

S

COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Hunt Road, Segment 1 – Project No. 23115)

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 IDCUS, Inc. ("Engineer"), a Texas corporation. 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, consulting and engineering services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide professional engineering services for improving Hunt Road by widening the existing half concrete road to a 2- lane concrete roadway along with curb, gutter, drainage system and all necessary appurtenances along Hunt Road from 1900 feet West of FM 359 to FM 359 under Mobility Bond Project No. 23115; 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 27, 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

Agmt. for Professional Eng. Services – IDCUS, Inc Project No. 23115 than December 31, 2025. 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 Four Hundred Seventy-Five Thousand Nine Hundred Thirteen and 00/100 Dollars (\$475,913.00). 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 Four Hundred Seventy-Five Thousand Nine Hundred Thirteen and 00/100 Dollars (\$475,913.00). 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 Four Hundred Seventy-Five Thousand Nine Hundred Thirteen and

00/100 Dollars (\$475,913.00) 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 Four Hundred Seventy-Five Thousand Nine Hundred Thirteen and 00/100 Dollars (\$475,913.00).

- 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 EXCERCISES CONTROL. IN ADDITION, SHALL 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) <u>Without Cause</u>. 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) <u>With Cause</u>. 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: IDCUS, Inc.

Attn: _____

15915 Katy Freeway, Suite 300

Houston, TX 77094

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 ACKNOWLEDEDGED 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 | IDCUS, INC |
|--|--|
| KP George, County Judge March 12, 2025 Date | Authorized Agent – Signature Larry Janak Authorized Agent- Printed Name President & CEO |
| ATTEST: | Title 2/24/2025 |
| Laura Richard, County Clerk | Date |
| APPROVED: | |
| J. Stacy Slawinski, County Engineer | |
| AUDITOR'S | CERTIFICATE |
| I hereby certify that funds in the amount of sobligation of Fort Bend County, Texas within the | |

i:\agreements\2025 agreements\engineering\idcus, inc (25-eng-100467)\agmt for professional engineering services - idcus, inc..docx - knm

Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Engineer's Proposal Follows Behind)



December 27, 2024

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

Re: Proposal for Engineering Services

Hunt Road Seg 1 Improvement

Dear Mr. Shelton:

IDCUS Inc. is pleased to submit its proposal for the engineering services to be furnished for improving Hunt Road Seg 1. The project will design the widening of an existing half concrete boulevard on Hunt Road from 1900' W of FM 359 to FM 359. The existing half-boulevard section was previously constructed by the developer. The 2-half boulevard will be constructed as a concrete 2 lane C&G (27' F-F) roadway type. Hunt Road Segment 1 is planned to have a storm sewer and 100' ROW width design. The Scope of Work is comprised of three main categories: Preliminary Engineering, Plans Specifications & Estimates (PS&E), and Construction-Phase Services. The total cost of the services is \$475,913. Of this amount, \$280,913 is for providing Preliminary Engineering, \$155,610 is for the Detailed Design, \$28,320 is for the Construction-Phase services, and \$11,070 is for the Optional Services. Without the Optional Services, the total would be \$464,843.

The above work will be performed by IDCUS Inc. and its two sub-consultants:

- 1- Civil Corp, LLC. Topological Survey;
- Associated Testing Laboratories Inc. Geotechnical Study;

IDCUS Inc. will provide the overall project management and coordination, preliminary engineering report, roadway and drainage detailed designs, and construction-phase services.

The Scope of Services, the Project Schedule, the Fee Schedule of IDCUS and Sub-consultants are attached.

Sincerely,

Hung Nguyen, P.E. Project Manager

SCOPE OF SERVICES

For Fort Bend County – Mobility Projects Hunt Road Segment 1

GENERAL PROJECT OVERVIEW

The project will design the widening of an existing half concrete boulevard on Hunt Road from 1900' W of FM 359 to FM 359. The existing half-boulevard section was previously constructed by the developer. The 2-half boulevard will be constructed as a concrete 2 lane C&G (27' F-F) roadway type. Hunt Road Segment 1 is planned to have a storm sewer and 100' ROW width design. The scope of the engineering services, in this project, are categorized into three phases:

1- Preliminary Engineering (PER):

This phase will include the professional engineering services for developing alternative schematics for the project. It includes drainage report, geotechnical report, Right-Of-Way (ROW) maps, cost estimate, utility conflict list, and the Preliminary Engineering Report (PER).

2- Plans, Specifications & Estimates (PS&E):

This phase will include the services for the preparation of the project plans and the project manual for bidding.

3- Bid & Construction Phase:

Attending the pre-bid & pre-construction meeting, preparation of the addendums (if needed), and evaluating the bids will be furnished in this phase. Attending monthly project status meetings, review of the submittals, answering the RFIs, site visits and project closeout are included in this phase.

Engineering Services will be performed in accordance with the appropriate guidelines and standards as identified below:

- 1- Fort Bend County Engineering Design Manual, Fort Bend County, August 2020
- 2- Recommended Guidelines for Subdivision Streets, Institute of Transportation Engineers, Latest Edition.
- 3- *Guidelines for Urban Major Streets Design*, Institute of Transportation Engineers, Latest Edition.
- 4- A Policy on Geometric Design of Highways and Streets, AASHTO, Latest Edition.
- 5- Texas Manual on Uniform Traffic Control Devices (TMUTCD)
- 6- *Design Standards and Details*, Fort Bend County, Engineering Department, Latest Standards.
- 7- Thoroughfare Development Plan, Fort Bend County, Latest Edition.
- 8- Geometric Design Standards, Harris County and City of Houston as modified by Fort Bend County Engineering Department.

PHASE I – PRELIMINARY ENGINEERING by IDCUS

TASK I: PROJECT COORDINATION / MANAGEMENT

- A. Project Management, Administration and Invoicing.
- B. Project Coordination (Fort Bend County, MUD, TxDOT).
- C. Project Coordination with adjacent segment designers (Segments 2 and 3, and Fulshear Bend Drive).
- D. Project Coordination with subconsultants:
 - i. Coordination Project Meeting with KCI (30' Bi-weekly)
 - ii. Coordination with Civil Corp for Surveying
 - iii. Coordination with ATL for Geotechnical
- E. Project Meetings (Drainage and PER)

TASK II: INVESTIGATE EXISTING CONDITIONS

- A. Collect and Review Existing Data (Studies, Design, Data Reports, As-Built Drawings, GIS Maps, and Exhibits).
- B. Request and Evaluate Public and Private Utilities and Survey Information:
 - i. Field Reconnaissance / Site Photographs
 - ii. Coordinate with Utility Companies and Permitting Agencies.
 - iii. Prepare Utility Conflict Table

TASK III: PRELIMINARY ENGINEERING REPORT

- A. Identification of Recommended Alternatives & ROW Establishment:
 - i. Prepare Existing and Proposed Typical Sections.
 - ii. Prepare and Evaluate Preliminary Horizontal with Existing ROW.
- B. Prepare Preliminary Engineering Plans, Exhibits, and Report
 - Prepare Roadway Schematic for the Recommended Alignments.
 - ii. Prepare Preliminary Plans & Profile sheets for Recommended Alignment.
 - iii. Prepare Preliminary Traffic Control Plans.
 - iv. Prepare UVE exhibits.
 - v. Prepare PER Report (Existing & Proposed Conditions, Recommendations, and Executive Summary).
- C. Prepare Preliminary Cost Estimate.
- D. QA/QC Comment Resolution

TASK IV: HYDRAULIC IMPACT REPORT

The drainage report will be prepared to include both Segment 1 and Segment 2. The limits of both segments start from FM 359 to approximately 300' North of Brookshire Creek.

A. Data Collection

Obtain, review and evaluate available hydrologic and hydraulic (H&H) data for the study area including the latest versions of the referenced standards, criteria, and other information.

B. Coordination with Fort Bend County Drainage District (FBCDD)

Coordinate with FBCDD about the proposed project. Obtain pertinent information including the latest H&H models, current or future plans for improving the receiving channel, high water marks, history of flooding, etc.

C. Develop Drainage Area Maps & Calculate Peak Flows

Identify the existing outfalls (within the study area) and determine the existing and proposed drainage area boundaries for the project (based on available drainage study, contour data, and site visits). Developed the drainage area map at a level for a trunk system analysis. Calculate the drainage area peak flows for 2-yr, 10-yr and 100-yr events using Atlas 14 rainfall data.

D. Existing Drainage System Analysis (XPSWMM)

Prepare preliminary XPSWMM model for the existing Hunt Rd Seg 1 drainage systems. Calculate the existing 2-yr, 10-yr and 100-yr hydraulic grade lines (HGLs) within the project area (using the preliminary XPSWMM model). Identify the problems of the existing drainage system based on the existing XPSWMM, record drawings and site visits. Any flows draining within the project limits will be included in H&H modeling. Overland flow analysis will be performed for the extreme event (100-yr event).

E. Proposed Storm Sewer System Analysis (XPSWMM)

Prepare a preliminary storm sewer design based on latest Atlas 14 data and procedure of a 2-yr, 10-yr and 100-yr storm analysis for the project area using XPSWMM. The preliminary storm sewer design will be based on the preliminary roadway profile. Check 2-yr, 10-yr and 100-year HGL elevations using the best data available (i.e. survey, existing LIDAR contour data, existing construction drawings, etc.). Analysis of the overland flow for the extreme event (100-yr event).

F. Preliminary Detention Analysis (XPSWMM)

Perform preliminary detention analysis based on Fort Bend County Drainage District (FBCDD) criteria. Calculate the volume to be detained. Preliminary detention analysis based on XPSWMM. Compare the existing-condition and proposed-condition outflows (within the project limits).

G. Prepare Preliminary Drainage Layouts

Prepare preliminary layouts for the proposed storm sewer system. Prepare the preliminary detention basin layouts and include it in the drainage report.

H. Prepare Drainage Impact Report including Exhibits and Tables

Prepare the drainage impact analysis report, documenting the results of the preliminary H&H analyses. The report exhibits will include vicinity maps, existing and proposed drainage area maps, and XPSWMM model outputs for 2-yr, 10-yr and 100-yr events. The study and the analysis will be performed in accordance with FBCDD and Fort Bend County criteria.

PHASE I – SUB-CONSULTANT SERVICES

TASK V: GEOTECHNICAL SERVICES BY ASSOCIATED TESTING LABORATORIES

- A. Field Exploration
- B. Geotechnical Laboratory Testing
- C. Traffic Control
- D. Analyses & Report Preparation

TASK VI: SURVEYING BY CIVILCORP

- A. Existing Right of Way Mapping
- B. Topographic Surveying for Hunt Road
- C. Subsurface Utility Engineering (Quality Level B) Utility/Pipeline Investigations
- D. Optional Subsurface Utility Engineering (Quality Level A) Utility/Pipeline Investigations
- E. Construction Services
- F. Additional Services

PHASE II – FINAL DESIGN by IDCUS

TASK VII: PROJECT COORDINATION/MANAGEMENT

- A. Project Management, Administration, and Invoicing
- B. Project Coordination with City of Fulshear, TxDOT, FBCDD, and Other Consultants
- C. Project Coordination with adjacent segment designers (Segments 2 and 3, and Fulshear Bend Drive)
- D. Biweekly Project Meetings (30') with KCI
- E. Project Meetings

TASK VIII: ROADWAY, DRAINAGE

- A. Roadway Design
- B. Demolition Sheets
- C. TCP & Detour Sheets

- D. Roadway & Storm Sewers P&P Sheets
- E. Table of Proposed Driveways
- F. Intersection Design & Cross Street P&P Sheets
- G. SWPPP Design and Sheets
- H. Cross Sections (@ 100' interval) & Earthwork
- I. Overall Drainage & Drainage Area Maps
- J. Design Calculations & Drainage Output Sheets
- K. Sign and Pavement Markings
- L. Storm Sewers Lateral Sheets
- M. Drainage Detail Sheet
- N. Standards
- O. General Notes
- P. Quantity Take-Off & Construction Cost Estimate

Phase II – OPTIONAL DESIGN by IDCUS

TASK IX: PUPLIC UTILITIES DESIGN

A. Public Utilities Design (Water & Sanitary Sewer)

Obtain available as-built information of sanitary sewer and water lines along
Hunt Road Seg 1. Will design public utilities to clear of potential conflicts
with proposed storm sewers or proposed pavement structures.

PHASE III - BID & CONSTRUCTION PHASE SERVICES by IDCUS

TASK X: BID & CONSTRUCTION PHASE SERVICES

- A. Prepare Project Manual
- B. Prepare Addendum(s)
- C. Evaluate Bids, Prepare Bid Tabulations & Recommend Award of Contract
- D. Attend Pre-Bid & Pre-Construction Meeting (2)
- E. Review and Address Submittals & RFIs
- F. Project Close Out (As-Builts)

FORT BEND COUNTY MOBILTY PROJECT HUNT ROAD SEG 1 FEE SCHEDULE SUMMARY



| PHASE I: PRELIMINARY DESIGN SERVICES - IDCUS | |
|--|------------------|
| TASK I: PROJECT COORDINATION / MANAGEMENT | \$ 12,780.00 |
| TASK II: INVESTIGATE EXISTING CONDITIONS | \$ 9,480.00 |
| TASK III: PRELIMINARY ENGINEERING REPORT | \$ 47,685.00 |
| TASK IV: HYDRAULIC IMPACT REPORT | \$ 88,095.00 |
| SUBTOTAL PHASE I: | \$ 158,040.00 |

| PHASE I: PRELIMINARY DESIGN SERVICES - SUBCONSULTANTS | | |
|--|-------------------|------------------|
| TASK V: GEOTECHNICAL SERVICES BY ASSOCIATED TESTING LABORATORIES | | \$ 32,251.00 |
| TASK VI: SURVEYING BY CIVILCORP | | \$ 90,621.67 |
| | SUBTOTAL PHASE I: | \$ 122,872.67 |

| PHASE II: FINAL DESIGN SERVICES - IDCUS | |
|---|------------------|
| TASK VII: DESIGN PHASE - PROJECT COORDINATION/MANAGEMENT BY IDCUS | \$ 14,940.00 |
| TASK VIII: ROADWAY & DRAINAGE DESIGN BY IDCUS | \$ 140,670.00 |
| SUBTOTAL PHASE II: | \$ 155,610.00 |

| PHASE II: OPTIONAL DESIGN - IDCUS | | |
|--|--------------------|-----------------|
| TASK IX: OPTIONAL FINAL DESIGN BY IDCUS | | \$ 11,070.00 |
| | SUBTOTAL PHASE II: | \$ 11,070.00 |
| DUACE III. DID G CONCEDUCTION DUACE CEDVICES. IDCUS (Time G Manharita) | | |
| PHASE III: BID & CONSTRUCTION PHASE SERVICES - IDCUS (Time & Material) | | |
| TASK X: BID & CONSTRUCTION PHASE SERVICES - IDCUS (Time & Material) | | \$ 28,320.00 |

| SUMMARY | |
|---|------------------|
| PHASE I: PRELIMINARY ENGINEERING SERVICES | \$ 280,912.67 |
| PHASE II: PS&E SERVICES | \$ 155,610.00 |
| PHASE III: BID & CONSTRUCTION PHASE SERVICES | \$ 28,320.00 |
| TOTAL Without Optional Services (PHASE I + PHASE II + PHASE III): | \$ 464,842.67 |
| GRAND TOTAL (PHASE I + PHASE II + PHASE III + OPTIONAL): | \$ 475,912.67 |

PHASE I - PRELIMINARY ENGINEERING SERVICES

FORT BEND COUNTY MOBILTY PROJECT HUNT ROAD SEG 1 FEE SCHEDULE - PHASE I



| TASK DESCRIPTION | | | | | EN | GINEERING | | | | SUPPORT | | | TOTAL | то | TAL LABOR |
|--|-------------|--------|-----|-------------|----|-----------|--------------|----|--------|-----------|----|----------|-------|------|-----------|
| TASK I: PROJECT COORDINATION / MANAGEMENT | Project | QC | | Senior | | Project | EIT | | CADD | CADD | Ι, | Clerical | LABOR | COST | |
| TASK I: PROJECT COORDINATION / WANAGEWENT | Manager | Manag | er | Engineer | | Engineer | EII | De | signer | Tech. | ` | Ciericai | HOURS | | COST |
| A. Project Management, Administration, and Invoicing | 4 | | | | | | | | | | | 8 | 12 | \$ | 2,040.00 |
| B. Project Coordination (Fort Bend County, MUD, TxDOT, Seg | 4 | | | 6 | | 8 | | | | | | 4 | 22 | \$ | 4,470.00 |
| C. Project Coordination with Subconsultants | | | | | | | | | | | | | | | |
| i. Coordination Project Meeting (30' Bi-weekly) with KCI | 4 | | | 4 | | | | | | | | | 8 | \$ | 2,220.00 |
| ii. Coordination with Civil Corp for Surveying | 1 | | | 1 | | 2 | | | | | | | 4 | \$ | 915.00 |
| iii. Coordination with ATL for Geotechnical | 1 | | | 1 | | 2 | | | | | | | 4 | \$ | 915.00 |
| D. Project Meetings (2) | 4 | | | 4 | | | | | | | | | 8 | \$ | 2,220.00 |
| Total Man-Hours | 18 | | | 16 | | 12 | | | | | T | 12 | 58 | | |
| Raw Salary / Rate | \$ 110.00 | \$ 90 | .00 | \$ 75.00 | \$ | 60.00 | \$ 50.00 | \$ | 40.00 | \$ 35.00 | \$ | 30.00 | | | |
| Billing Rate w/ 3.0 Multiplier) | \$ 330.00 | \$ 270 | .00 | \$ 225.00 | \$ | 180.00 | \$ 150.00 | \$ | 120.00 | \$ 105.00 | \$ | 90.00 | | | |
| Total | \$ 5,940.00 | \$ - | | \$ 3,600.00 | \$ | 2,160.00 | \$ - | \$ | - | \$ - | \$ | 1,080.00 | | \$ | 12,780.00 |

| TASK DESCRIPTION | | | | ENGINEERING | | | SUPPORT | | TOTAL | TO | TAL LABOR |
|--|--------------------|---------------|--------------------|---------------------|-------------|------------------|---------------|----------|----------------|-----|-----------|
| TASK II: INVESTIGATE EXISTING CONDITIONS | Project Manager | QC Manager | Senior Engineer | Project Engineer | EIT | CADD Designer | CADD Tech. | Clerical | LABOR HOURS | 101 | COST |
| A. Collect Existing Project Data (Studies, Design, Reports, As- Built Drawings, GIS Maps, and Exhibits) | 2 | | 4 | 4 | 4 | | | | 14 | \$ | 2,880.00 |
| B. Evaluate Public and Private Utilities and Survey | | | | | | | | | | ć | |
| Information | | | | | | | | | | ۲ | |
| i. Field Reconnaisance / Site Photographs | 2 | | 4 | | 4 | | | | 10 | \$ | 2,160.00 |
| ii. Coordinate with Utility Companies and Permitting | 2 | | 2 | 2 | 4 | | | | 10 | ć | 2,070.00 |
| Agencies | 2 | | 2 | 2 | 4 | | | | 10 | ٦ | 2,070.00 |
| iii Prepare Utility Conflict Table | 1 | 1 | 2 | 4 | 4 | | | | 12 | \$ | 2,370.00 |
| Total Man-Hours | 7 | 1 | 12 | 10 | 16 | | | | 46 | | |
| Raw Salary / Rate | \$ 110.00 | \$ 90.00 | \$ 75.00 | \$ 60.00 | \$ 50.00 | \$ 40.00 | \$ 35.00 | \$ 30.00 | | | |
| Billing Rate w/ 3.0 Multiplier) | \$ 330.00 | \$ 270.00 | \$ 225.00 | \$ 180.00 | \$ 150.00 | \$ 120.00 | \$ 105.00 | \$ 90.00 | | | |
| Total | \$ 2,310.00 | \$ 270.00 | \$ 2,700.00 | \$ 1,800.00 | \$ 2,400.00 | \$ - | \$ - | \$ - | | \$ | 9,480.00 |

PHASE I - PRELIMINARY ENGINEERING SERVICES

FORT BEND COUNTY MOBILTY PROJECT HUNT ROAD SEG 1 FEE SCHEDULE - PHASE I



| TASK DESCRIPTION | | | | ENGINEERING | | | SUPPORT | | TOTAL | TOTAL LABOR |
|--|--------------------|---------------|--------------------|---------------------|-------------|------------------|---------------|-----------|----------------|--------------|
| TASK III: PRELIMINARY ENGINEERING REPORT | Project Manager | QC Manager | Senior Engineer | Project Engineer | EIT | CADD Designer | CADD Tech. | Clerical | LABOR HOURS | COST |
| A. Identification of Recommended Alternatives & ROW | | | | | | | | | | |
| Establishment | | | | | | | | | | |
| i. Prepare Existing and Proposed Typical Sections | 1 | | 1 | 1 | 4 | 4 | 4 | | 15 | \$ 2,235.00 |
| ii. Prepare & Evaluate Alternatives of Horizontal with Existing ROW | 2 | 1 | 2 | 2 | 2 | 4 | 8 | | 21 | \$ 3,360.00 |
| B. Prepare Preliminary Engineering Plans, Exhibits, and Report | | | | | | | | | | |
| i. Prepare Roadway Schematic and For Recommended Alignments | 1 | | 4 | 4 | 4 | 8 | 16 | | 37 | \$ 5,190.00 |
| ii. Prepare Preliminary TCP & Detours. | 1 | 1 | 2 | 2 | 2 | 6 | 16 | | 30 | \$ 4,110.00 |
| ii. Prepare Preliminary Plans & Profile sheets For Recommended Alignment. | 1 | 1 | 2 | 2 | 2 | 6 | 16 | | 30 | \$ 4,110.00 |
| iii. Prepare UVE Exhibits | 1 | 1 | 2 | 2 | 2 | 6 | 8 | | 22 | \$ 3,270.00 |
| iv. Prepare PER Report (Exist. & Prop. Conditions, Recommendations & Executive Summary) | 10 | 2 | 16 | 24 | 16 | 8 | 8 | 4 | 88 | \$ 16,320.00 |
| C. Prepare Preliminary Cost Estimate | 4 | 1 | 2 | 4 | | 10 | | | 21 | \$ 3,960.00 |
| D. QA/QC - Comment Resolution | 4 | 4 | 2 | 2 | 4 | 4 | 8 | | 28 | \$ 5,130.00 |
| Total Man-Hours | 25 | 11 | 33 | 43 | 36 | 56 | 84 | 4 | 292 | |
| Raw Salary / Rate | \$ 110.00 | \$ 90.00 | \$ 75.00 | \$ 60.00 | \$ 50.00 | \$ 40.00 | \$ 35.00 | \$ 30.00 | | |
| Billing Rate w/ 3.0 Multiplier) | \$ 330.00 | \$ 270.00 | \$ 225.00 | \$ 180.00 | \$ 150.00 | \$ 120.00 | \$ 105.00 | \$ 90.00 | | |
| Total | \$ 8,250.00 | \$ 2,970.00 | \$ 7,425.00 | \$ 7,740.00 | \$ 5,400.00 | \$ 6,720.00 | \$ 8,820.00 | \$ 360.00 | | \$ 47,685.00 |

| TASK DESCRIPTION | | | | ENGINEERING | | | SUPPORT | | TOTAL | TOTAL LABOR |
|--|-------------|-------------|--------------|--------------|--------------|-------------|-----------|-----------|-------|--------------|
| TASK IV: HYDRAULIC IMPACT REPORT | Project | QC | Senior | Project | EIT | CADD | CADD | Clerical | LABOR | COST |
| TASK IV: HTDRAULIC IIVIPACT KEPORT | Manager | Manager | Engineer | Engineer | EII | Designer | Tech. | Ciericai | HOURS | 6031 |
| A. Data Collection | 1 | | 2 | 8 | 10 | 4 | | | 25 | \$ 4,200.00 |
| B. Coordination with Fort Bend County Drainage District (FBCDD), adjacent segments (Seg. 3), and TxDOT | 10 | | 15 | 10 | 10 | 10 | | | 55 | \$ 11,175.00 |
| C. Develop Drainage Area Maps & Calculate Peak Flows | 4 | | 8 | 28 | 16 | | | | 56 | \$ 10,560.00 |
| D. Existing Drainage System Analysis (XPSWMM) | 2 | | 10 | 40 | 16 | | | | 68 | \$ 12,510.00 |
| E. Proposed Storm Sewer System Analysis (XPSWMM) | 2 | | 10 | 40 | 16 | | | | 68 | \$ 12,510.00 |
| F. Preliminary Detention Analysis (XPSWMM) | 2 | | 8 | 24 | 16 | | | | 50 | \$ 9,180.00 |
| G Prepare Preliminary Drainage Layouts | 2 | | 4 | 16 | 20 | 24 | | | 66 | \$ 10,320.00 |
| H. Prepare Letter Report (Drainage Impact Report) including | 4 | 8 | 12 | 24 | 30 | 16 | | 8 | 102 | \$ 17,640.00 |
| Exhibits and Tables | 4 | ٥ | 12 | 24 | 30 | 16 | | ٥ | 102 | \$ 17,640.00 |
| Total Man-Hours | 27 | 8 | 69 | 190 | 134 | 54 | | 8 | 490 | |
| Raw Salary / Rate | \$ 110.00 | \$ 90.00 | \$ 75.00 | \$ 60.00 | \$ 50.00 | \$ 40.00 | \$ 35.00 | \$ 30.00 | | |
| Billing Rate w/ 3.0 Multiplier) | \$ 330.00 | \$ 270.00 | \$ 225.00 | \$ 180.00 | \$ 150.00 | \$ 120.00 | \$ 105.00 | \$ 90.00 | | |
| Total | \$ 8,910.00 | \$ 2,160.00 | \$ 15,525.00 | \$ 34,200.00 | \$ 20,100.00 | \$ 6,480.00 | \$ - | \$ 720.00 | | \$ 88,095.00 |

PHASE II - FINAL DESIGN

FORT BEND COUNTY MOBILTY PROJECT HUNT ROAD SEG 1 FEE SCHEDULE - PHASE II



| TASK DESCRIPTION | | | | ENGINEERING | ì | | | SUPPORT | | TOTAL | TOTALLABOR | NO OF |
|--|--------------------|---------------|--------------------|---------------------|--------|-------|---------------|---------------|-------------|----------------|---------------------|------------------|
| TASK VII: DESIGN PHASE - PROJECT COORDINATION/MANAGEMENT BY IDCUS | Project Manager | QC Manager | Senior Engineer | Project Engineer | EIT | | ADD signer | CADD Tech. | Clerical | LABOR HOURS | TOTAL LABOR COST | NO. OF SHEETS |
| A. Project Management, Administration, and Invoicing | 8 | | | | | | | | 12 | 20 | \$ 3,720.00 | |
| B. Project Coordination with City of Fulshear, TxDOT, FBCDD, Other Consultants | 4 | | | 4 | | | | | | 8 | \$ 2,040.00 | |
| C. Project Coordination Meeting (30' Bi-Weekly) With KCI | 12 | | | 12 | | | | | | 24 | \$ 6,120.00 | |
| D. Project Meetings | 6 | | | 6 | | | | | | 12 | \$ 3,060.00 | |
| Total Man-Hours | 30 | | | 22 | | | | | 12 | 64 | | |
| Raw Salary / Rate | \$ 110.00 | \$ 90.00 | \$ 75.00 | \$ 60.00 | \$ 50. | 00 \$ | 40.00 | \$ 35.00 | \$ 30.00 | | | |
| Billing Rate w/ 3.0 Multiplier) | \$ 330.00 | \$ 270.00 | \$ 225.00 | \$ 180.00 | \$ 150 | 00 \$ | 120.00 | \$ 105.00 | \$ 90.00 | | | |
| Total | \$ 9,900.00 | \$ - | \$ - | \$ 3,960.00 | \$ - | \$ | - | \$ - | \$ 1,080.00 | | \$ 14,940.00 | |

| TASK DESCRIPTION | | | | ENGINEERING | i | | SUPPORT | | TOTAL | | | |
|---|--------------------|---------------|--------------------|---------------------|--------------|------------------|---------------|-----------|----------------|----|------------|------------------|
| TASK VIII: ROADWAY & DRAINAGE DESIGN BY IDCUS | Project Manager | QC Manager | Senior Engineer | Project Engineer | EIT | CADD Designer | CADD Tech. | Clerical | LABOR HOURS | 10 | COST | NO. OF SHEETS |
| A. Roadway Design | 2 | 1 | 24 | 6 | 4 | 10 | 8 | | 55 | \$ | 10,050.00 | |
| B. Demolition Sheets | 1 | 1 | 4 | 5 | 5 | 10 | 32 | | 58 | \$ | 7,710.00 | 5 |
| C. TCP & Detour Sheets | 4 | 1 | 12 | 12 | 12 | 24 | 32 | | 97 | \$ | 14,490.00 | 10 |
| D. Roadway & Storm Sewers P&P Sheets | 4 | 1 | 12 | 12 | 12 | 30 | 20 | | 91 | \$ | 13,950.00 | 5 |
| E. Table of Proposed Driveways | 4 | 1 | 2 | 8 | 4 | 16 | 16 | | 51 | \$ | 7,680.00 | 1 |
| F. Intersection Design & Cross Street P&P Sheets | 4 | 1 | 4 | 8 | 12 | 8 | 16 | | 53 | \$ | 8,370.00 | 2 |
| G. SWPPP Design and Sheets | 2 | 1 | 5 | 10 | 10 | 16 | 10 | | 54 | \$ | 8,325.00 | 3 |
| H. Cross Sections (@ 100' interval) & Earthwork | 4 | 1 | 16 | 16 | 20 | 16 | 10 | | 83 | \$ | 14,040.00 | 10 |
| I. Overall Drainage & Drainage Area Maps | 3 | 1 | 4 | 20 | | 20 | 20 | | 68 | \$ | 10,260.00 | 3 |
| J. Design Calculations & Drainage Output Sheets | 2 | 1 | 2 | 10 | | 20 | 10 | | 45 | \$ | 6,630.00 | 3 |
| K. Sign and Pavement Markings | 2 | 1 | 2 | 8 | 16 | 10 | 8 | | 47 | \$ | 7,260.00 | 3 |
| L. Storm Sewers Lateral Sheets | 4 | 1 | 2 | 4 | 4 | 20 | 24 | | 59 | \$ | 8,280.00 | 2 |
| M. Drainage Detail Sheet | 4 | 1 | 5 | 8 | | 20 | 24 | | 62 | \$ | 9,075.00 | 2 |
| N. Standards | 1 | 1 | 2 | 4 | 2 | 6 | 8 | | 24 | \$ | 3,630.00 | 3 |
| O. General Notes | 2 | 1 | 2 | 8 | | 4 | | 4 | 21 | \$ | 3,660.00 | 2 |
| P. Quantity Take-Off & Construction Cost Estimate | 4 | 1 | 6 | 8 | 16 | 4 | | | 39 | \$ | 7,260.00 | |
| Total Man-Hours | 47 | 16 | 104 | 147 | 117 | 234 | 238 | 4 | 907 | | | |
| Raw Salary / Rate | \$ 110.00 | \$ 90.00 | \$ 75.00 | \$ 60.00 | \$ 50.00 | \$ 40.00 | \$ 35.00 | \$ 30.00 | | | · | |
| Billing Rate w/ 3.0 Multiplier) | \$ 330.00 | \$ 270.00 | \$ 225.00 | \$ 180.00 | \$ 150.00 | \$ 120.00 | \$ 105.00 | \$ 90.00 | | | · | |
| Total | \$ 15,510.00 | \$ 4,320.00 | \$ 23,400.00 | \$ 26,460.00 | \$ 17,550.00 | \$ 28,080.00 | \$ 24,990.00 | \$ 360.00 | | \$ | 140,670.00 | |

PHASE III - BID AND CONSTRUCTION PHASE SERVICES

FORT BEND COUNTY MOBILTY PROJECT HUNT ROAD SEG 1 FEE SCHEDULE



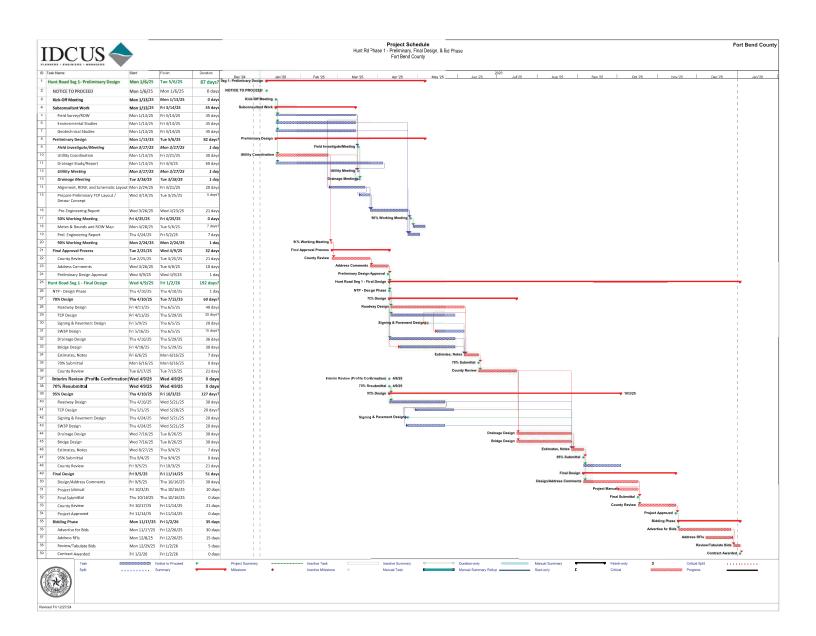
| TASK DESCRIPTION | | | | ENGINEERING | 3 | | SUPPORT | | TOTAL LAB | |
|---|-------------|-----------|-------------|-------------|-------------|-------------|-------------|-----------|-----------|------|
| TASK X: BID & CONSTRUCTION PHASE SERVICES | Project | QC | Senior | Project | EIT | CADD | CADD | Clerical | COST | OK |
| TASK A: BID & CONSTRUCTION PHASE SERVICES | Manager | Manager | Engineer | Engineer | E11 | Designer | Tech. | Ciericai | COST | |
| A. Prepare Project Manual | 4 | 1 | 2 | 8 | 16 | | | 10 | \$ 6,780 | 0.00 |
| B. Prepare Addendum (s) | 2 | | | 4 | | | | | \$ 1,380 | 0.00 |
| C. Evaluate Bids, Prepare Bid Tabulations & Recommend | 1 | 1 | | 4 | 8 | | | | \$ 2.850 | 0.00 |
| Award of Contract | 2 | 1 | | 4 | • | | | | \$ 2,850 | 0.00 |
| D. Attend Pre-Bid & Pre-Construction Meetings | 4 | | | 4 | | | | | \$ 2,040 | 0.00 |
| E. Review and Address Submittals & RFIs | 8 | | 8 | 16 | | 8 | 8 | | \$ 9,120 | 0.00 |
| F. Project Close Out (As-Builts) | 4 | | 2 | 8 | 2 | 8 | 16 | | \$ 6,150 | 0.00 |
| Total Man-Hours | 24 | 2 | 12 | 44 | 26 | 16 | 24 | 10 | | |
| Raw Salary / Rate | \$110.00 | \$90.00 | \$75.00 | \$60.00 | \$50.00 | \$40.00 | \$35.00 | \$30.00 | | |
| Billing Rate w/ 3.0 Multiplier) | 330.00 | 270.00 | 225.00 | 180.00 | 150.00 | 120.00 | 105.00 | 90.00 | | |
| Total | \$ 7,920.00 | \$ 540.00 | \$ 2,700.00 | \$ 7,920.00 | \$ 3,900.00 | \$ 1,920.00 | \$ 2,520.00 | \$ 900.00 | \$ 28,320 | 0.00 |

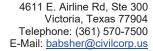
OPTIONAL SERVICES- OPTIONAL FINAL DESIGN

FORT BEND COUNTY MOBILTY PROJECT HUNT ROAD SEG 1 FEE SCHEDULE - OPTIONAL



| TASK DESCRIPTION | | | | | ENGINEERIN | G | | SUPPORT | | | TOTAL | TOTAL | NO. OF |
|---|---------------|------|---------------|--------------------|---------------------|--------|--------|------------------|---------------|----------|----------------|--------------|--------|
| TASK IX: OPTIONAL FINAL DESIGN BY IDCUS | Proje Mana | | QC Manager | Senior Engineer | Project Engineer | Е | ΞIT | CADD Designer | CADD Tech. | Clerical | LABOR HOURS | LABOR COST | SHEETS |
| A. Public Utility Design (Sanitary Sewer & Water) | 4 | | 1 | 8 | 8 | 1 | .2 | 16 | 24 | | 73 | \$ 11,070.00 | 5 |
| Total Man-Hours | 4 | | 1 | 8 | 8 | 1. | 2 | 16 | 24 | | 73 | | |
| Raw Salary / Rate | \$ 11 | 0.00 | \$ 90.00 | \$ 75.00 | \$ 60.00 | \$ | 50.00 | \$ 40.00 | \$ 35.00 | \$ 30.00 | | | |
| Billing Rate w/ 3.0 Multiplier) | \$ 33 | 0.00 | \$ 270.00 | \$ 225.00 | \$ 180.00 | \$ 1 | 150.00 | \$ 120.00 | \$ 105.00 | \$ 90.00 | | | |
| Total | \$ 1,32 | 0.00 | \$ 270.00 | \$ 1,800.00 | \$ 1,440.00 | \$ 1,8 | 800.00 | \$ 1,920.00 | \$ 2,520.00 | \$ - | | \$ 11,070.00 | |







July 23, 2024

IDCUS

Attn: Hung Nguyen, PE

Re: Fee Proposal for Surveying Services – Hunt Road (Seg 1) from 1900 feet West of FM 359

to FM 359

Project No. 23115

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 Hunt Road, Segment 1 area are as follows:

Beginning 1,900 feet West of FM 359 and proceeding East along Hunt Road to FM 359 a distance of 1,900 feet. The Intersections shall be tied a distance of 300 feet in each direction for a total approximate length of 3,100 linear feet

1. Existing Right of Way Mapping

- Project abstracting; without the benefit of a title company, obtain deeds of records and plats relating to Hunt Road, adjoining tracts, and intersecting roadways.
- b. Establish the existing right-of-way of the Hunt 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: \$23,161.50

2. Topographic Surveying for Hunt 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

CivilCorp, LLC. Page 2 of 4

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. 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.
- e. CivilCorp shall prepare a TSPS Category 6, Condition 2 Topographic Survey delivered in PDF format.
- f. 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: \$31,567.90

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: \$4,728.48

CivilCorp, LLC. Page 3 of 4

4. Subsurface Utility Engineering (Quality Level A) 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) for Quality Level A. Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.
- b. CivilCorp will hydro excavate the 5 test holes designated on the exhibit to evaluate the depth and material for each line requested.
- c. A test hole record will be completed for each test hole on a record sheet with the elevation and material for each line designated within the scope of the Utility Quality Level A request.
- e. All test holes will be filled with sand and the area for which restored to as best condition as possible.
- f. It is assumed that the holes will be in Natural Ground as provided in the exhibit. If holes are performed in existing pavement, CivilCorp, for an additional fee, will utilize a coring machine to core the pavement, perform excavation, backfill and reset coupon with utilibond.
- g. Traffic control permitting will be obtained by CivilCorp. It is assumed if "Complex Traffic Control" (lane closures) will be required an additional fee will be assessed and therefore is not included as a part of this submission. Additional Holes, if requested, shall be performed in accordance with the approved fee schedule and approved in advance of excavation.

ESTIMATED HOURLY (NOT TO EXCEED) FEE: \$11,342.98

5. 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.

ESTIMATED HOURLY (NOT TO EXCEED) FEE: \$8,136.80

6. 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 rightof-way maps.

ESTIMATED FEE: \$2,336.80 per parcel (Approximately 5 Tracts= \$11,684.00)

CivilCorp, LLC. Page 4 of 4

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 | IDCUS | |
|----------------------|--------|--|
| | Ву: | |
| | Title: | |
| Brandon Absher, RPLS | | |
| Survey Manager | Date: | |

| Method of Payment: Lump Sum | | | | | | | | | | |
|--|------------|------------|------------|------------|------------|----------|------------|----------|-------------|--------------|
| TASK DESCRIPTION | Support | RPLS | SENIOR | SURVEY | 2-PERSON | 3-PERSON | | ADMIN/ | TOTAL | TOTAL |
| | Manager | Project | SURVEY | TECH | SURVEY | SURVEY | GIS | CLERICAL | LABOR HRS. | TASK |
| | | Manager | TECH | | CREW | CREW | OPERATOR | | | COSTS |
| | | | | | | | | | 0 | |
| Project Abstracting and Boundary/ROW determination | 1 | 7 | 16 | 22 | 23 | | 4 | | 73 | \$ 10,762.00 |
| 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 | 9 | 19 | 25 | | | 6 | | 63 | \$ 8,427.00 |
| | | | | | | | | | 0 | |
| | | | | | | | | | 0 | |
| HOURS SUB-TOTALS | 7 | 18 | 41 | 63 | 23 | 0 | 10 | 0 | 162 | \$22,461.00 |
| 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 | \$3,816.00 | \$5,166.00 | \$6,363.00 | \$4,370.00 | \$0.00 | \$1,080.00 | \$0.00 | | |
| % DISTRIBUTION OF STAFFING | 4% | 11% | 25% | 39% | 14% | 0% | 6% | 0% | | |
| | | | | | | | | | | |
| SUBTOTAL | | | | | | | | | \$22,461.00 | |

| OTHER DIRECT EXPENSES | UNIT | | QUANTITY | NOTES | | | COST |
|--------------------------|------|-----------|----------|-------|--|--|-----------|
| | | MAXIMUM | | | | | |
| Mileage | Mile | \$ 0.670 | 150 | | | | \$ 100.50 |
| GPS RTK Base | Hour | \$ 30.000 | 20 | | | | \$ 600.00 |
| | | | | | | | |
| | | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | | \$ 700.50 |

| SUMMARY | |
|------------------------------------|-------------|
| | |
| TOTAL LABOR COSTS | \$22,461.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) | \$700.50 |
| | |
| TOTAL | \$23,161.50 |

| Method of Payment: Lump Sum | | | | | | | | | | |
|--|------------|------------|------------|------------|-------------|------------|------------|----------|-------------|--------------|
| TASK DESCRIPTION | Support | RPLS | SENIOR | SURVEY | 2-PERSON | 3-PERSON | | ADMIN/ | TOTAL | TOTAL |
| | Manager | Project | SURVEY | TECH | SURVEY | SURVEY | GIS | CLERICAL | LABOR HRS. | TASK |
| | | Manager | TECH | | CREW | CREW | OPERATOR | | | 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 4 parcels) | 1 | 2 | | 1 | 2 | | 4 | 4 | 14 | \$ 1,961.00 |
| Topographic Survey (up to 50' past existing ROW) | 1 | 3 | 4 | 8 | 50 | | | | 66 | \$ 11,686.00 |
| Perform 811 One Call and Tie Marked and above ground utilities | 1 | 2 | 1 | 2 | 8 | | 4 | | 18 | \$ 2,942.00 |
| Prepare 2D and 3D deliverables and Cat 6 Cond II topo map | 1 | 8 | 14 | 17 | | | | 2 | 42 | \$ 5,608.00 |
| Update Orthometric Photos (UAV) | 1 | 1 | 3 | | 12 | | 5 | | 22 | \$ 3,648.00 |
| | | | | | | | | | 0 | |
| | | | | | | | | | 0 | |
| HOURS SUB-TOTALS | 6 | 19 | 26 | 32 | 76 | 6 | 13 | 6 | 184 | \$29,737.00 |
| CONTRACT RATE PER HOUR | \$238.00 | \$212.00 | \$126.00 | \$101.00 | \$190.00 | \$225.00 | \$108.00 | \$96.50 | | |
| TOTAL LABOR COSTS | \$1,428.00 | \$4,028.00 | \$3,276.00 | \$3,232.00 | \$14,440.00 | \$1,350.00 | \$1,404.00 | \$579.00 | | |
| % DISTRIBUTION OF STAFFING | 3% | 10% | 14% | 17% | 41% | 3% | 7% | 3% | | |
| | | | | | | | | | | |
| SUBTOTAL | | | | | | | | | \$29,737.00 | |

| OTHER DIRECT EXPENSES | UNIT | | | QUANTITY | NOTES | | | c | COST |
|--------------------------|------|--------|-----|----------|-------|--|--|------|----------|
| | | MAXIM | JM | | | | | | |
| Mileage | Mile | \$ 0. | 570 | 270 | | | | \$ | 180.90 |
| GPS RTK Base | Hour | \$ 30. | 000 | 55 | | | | \$ | 1,650.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | · · | | | | \$: | 1,830.90 |

| SUMMARY | |
|------------------------------------|-------------|
| | |
| TOTAL LABOR COSTS | \$29,737.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) | \$1,830.90 |
| | |
| TOTAL | \$31,567.90 |

| Method of Payment: Lump Sum | | | | | | | | | | |
|--|----------|----------|------------|----------|----------|----------|------------|----------|------------|-------------|
| TASK DESCRIPTION | Support | RPLS | SENIOR | CADD | 2-PERSON | 3-PERSON | SUE | ADMIN/ | TOTAL | TOTAL |
| | Manager | Project | SURVEY | TECH | SURVEY | SURVEY | Tech | CLERICAL | LABOR HRS. | TASK |
| | | Manager | TECH | | CREW | CREW | | | | COSTS |
| Site Visit/Kick Off | 1 | 1 | 1 | | | | 1 | | 4 | \$ 726.00 |
| SUE Investigation | | | | | | | 6 | | 6 | \$ 900.00 |
| Utility Survey | | | 6 | | | | | | 6 | \$ 756.00 |
| KMZ Mapping/Drafting | | | 1 | 6 | | | 1 | | 8 | \$ 1,032.00 |
| Daily/Weekly Papaerwork/QA/QC/Records Research | 1 | 1 | 1 | 1 | | | 1 | 2 | 7 | \$ 1,045.00 |
| HOURS SUB-TOTALS | 2 | 2 | 9 | 7 | 0 | 0 | 9 | 2 | 31 | \$4,459.00 |
| CONTRACT RATE PER HOUR | \$238.00 | \$212.00 | \$126.00 | \$126.00 | \$190.00 | \$225.00 | \$150.00 | \$96.50 | | |
| TOTAL LABOR COSTS | \$476.00 | \$424.00 | \$1,134.00 | \$882.00 | \$0.00 | \$0.00 | \$1,350.00 | \$193.00 | | |
| % DISTRIBUTION OF STAFFING | 6% | 6% | 29% | 23% | 0% | 0% | 29% | 6% | | |
| | | | | | | | | | | |
| SUBTOTAL | | | | | | | | | \$4,459.00 | |

| OTHER DIRECT EXPENSES | UNIT | MAXIMUM | QUANTITY | NOTES | | | COST |
|--------------------------|------|-----------|----------|-------|--|--|-----------|
| Mileage | Mile | \$ 0.670 | 44 | | | | \$ 29.48 |
| GPS RTK Base | Hour | \$ 30.000 | 8 | | | | \$ 240.00 |
| SUBTOTAL DIRECT EXPENSES | | | | | | | \$ 269.48 |

| SUMMARY | |
|------------------------------------|------------|
| | |
| TOTAL LABOR COSTS | \$4,459.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) | \$269.48 |
| | |
| TOTAL | \$4,728,48 |

| Method of Payment: Lump Sum | | | | | | | | | | |
|--|----------|----------|------------|----------|----------|----------|------------|----------|------------|-------------|
| TASK DESCRIPTION | Support | RPLS | SENIOR | CADD | 2-PERSON | 3-PERSON | SUE | ADMIN/ | TOTAL | TOTAL |
| | Manager | Project | SURVEY | TECH | SURVEY | SURVEY | Tech | CLERICAL | LABOR HRS. | TASK |
| | | Manager | TECH | | CREW | CREW | | | | COSTS |
| Site Visit/Kick Off | | | | | | | | | 0 | |
| SUE Investigation | | | | | | | 6 | | 6 | \$ 900.00 |
| Utility Survey | 1 | 1 | 6 | | | | | | 8 | \$ 1,206.00 |
| KMZ Mapping/Drafting | | | 1 | 3 | | | 1 | | 5 | \$ 654.00 |
| Daily/Weekly Papaerwork/QA/QC/Records Research | 1 | 1 | 1 | 1 | | | 1 | 1 | 6 | \$ 948.50 |
| HOURS SUB-TOTALS | 2 | 2 | 8 | 4 | 0 | 0 | 8 | 1 | 25 | \$3,708.50 |
| CONTRACT RATE PER HOUR | \$238.00 | \$212.00 | \$126.00 | \$126.00 | \$190.00 | \$225.00 | \$150.00 | \$96.50 | | |
| TOTAL LABOR COSTS | \$476.00 | \$424.00 | \$1,008.00 | \$504.00 | \$0.00 | \$0.00 | \$1,200.00 | \$96.50 | | |
| % DISTRIBUTION OF STAFFING | 8% | 8% | 32% | 16% | 0% | 0% | 32% | 4% | | |
| | | | | | | | | | | |
| SUBTOTAL | | | | | | | | | \$3,708.50 | |

| OTHER DIRECT EXPENSES | UNIT | | QUANTITY | NOTES | | | | COST |
|--------------------------|-------|-------------|----------|-------|---|--|---|-------------|
| | | MAXIMUM | | | | | | |
| Mileage | Mile | \$ 0.670 | 44 | | | | | \$ 29.48 |
| GPS RTK Base | Hour | \$ 30.000 | 6 | | | | | \$ 180.00 |
| Quality Level A | 0-5' | \$1,275.000 | 2 | | | | | \$ 2,550.00 |
| Quality Level A | 5-8' | \$1,625.000 | 3 | | | | | \$ 4,875.00 |
| Quality Level A | 8-13' | \$2,000.000 | | | | | | \$ - |
| SUBTOTAL DIRECT EXPENSES | | | 1 | | 1 | | 1 | \$ 7,634,48 |

| SUMMARY | |
|------------------------------------|-------------|
| | |
| TOTAL LABOR COSTS | \$3,708.50 |
| NON-SALARY (OTHER DIRECT EXPENSES) | \$7,634.48 |
| | |
| TOTAL | \$11,342.98 |

| Method of Payment: Hourry- Not to Exceed | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|------------|----------|----------|------------|-------------|
| TASK DESCRIPTION | Support | RPLS | SENIOR | SURVEY | 2-PERSON | 3-PERSON | | ADMIN/ | TOTAL | TOTAL |
| | Manager | Project | SURVEY | TECH | SURVEY | SURVEY | GIS | CLERICAL | LABOR HRS. | TASK |
| | | Manager | TECH | | CREW | CREW | OPERATOR | | | COSTS |
| | | | | | | | | | 0 | |
| Verify project control | 1 | 1 | 3 | 2 | | 10 | | | 17 | \$ 3,280.00 |
| Stake proposed ROW | 1 | 1 | 2 | 3 | | 15 | | | 22 | \$ 4,380.00 |
| | | | | | | | | | 0 | |
| HOURS SUB-TOTALS | 2 | 2 | 5 | 5 | 0 | 25 | 0 | 0 | 39 | \$7,660.00 |
| 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 | \$5,625.00 | \$0.00 | \$0.00 | | |
| % DISTRIBUTION OF STAFFING | 5% | 5% | 13% | 13% | 0% | 64% | 0% | 0% | | |
| | | | | | | | | | | |
| SUBTOTAL | | | | | | | | | \$7,660.00 | |

| 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 | \$7,660.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) | \$476.80 |
| | |
| TOTAL | \$8,136.80 |

| Method of Payment: Per parcel | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|------------|-------------|
| TASK DESCRIPTION | Support | RPLS | SENIOR | SURVEY | 2-PERSON | 3-PERSON | | ADMIN/ | TOTAL | TOTAL |
| | Manager | Project | SURVEY | TECH | SURVEY | SURVEY | GIS | CLERICAL | LABOR HRS. | TASK |
| | | Manager | TECH | | CREW | CREW | OPERATOR | | | 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 | | | co | OST |
|--------------------------|------|-----------|----------|-------|--|--|----|-------|
| | | MAXIMUM | | | | | | |
| Mileage | Mile | \$ 0.670 | 40 | | | | \$ | 26.80 |
| GPS RTK Base | Hour | \$ 30.000 | 2 | | | | \$ | 60.00 |
| | | | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | | ć | 86.80 |

| SUMMARY | |
|------------------------------------|------------|
| | |
| TOTAL LABOR COSTS | \$2,250.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) | \$86.80 |
| | |
| TOTAL | \$2,336,80 |



10450 Corporate Drive, Sugar Land, Texas 77478 Tel: (713) 748-3717

July 24, 2024

Proposal No: GP24-0708

Hung Nguyen, PE Project Manager IDCUS 15915 Katy Fwy., Ste. 300 Houston, TX 77094

Reference: Proposal for Geotechnical Investigation

Hunt Road, Segment 1 Fort Bend County, Texas

Mr. Nguyen,

Associated Testing Laboratories, Inc. (ATL) is pleased to submit a proposal for the above-referenced project. The geotechnical field investigation, testing, and soil data report should comply with the requirements of Fort Bend County Engineering Guidelines.

INTRODUCTION

We understand that IDCUS was awarded the Hunt Road Segment 1 Project, a contract with Fort Bend County to provide design engineering services for the Hunt Road Segment 1 Paving.

SCOPE OF WORK:

Based on the available project information, Hunt Road alignment comprises a total length of approximately 1900 linear feet (LF). ATL proposes five (5) soil borings at 15 ft depth to be drilled along Hunt Road alignment Segment 1.

The objective of this geotechnical investigation is to perform soil borings along the project area, gather and analyze the field and laboratory geotechnical information and data, and prepare a written report presenting the subsurface conditions found along the project alignments with geotechnical recommendations for the design and construction of the proposed paving.

GEOTECHNICAL INVESTIGATION

Field Exploration

All the proposed borings are located along existing street pavement areas. Mechanical truck coring machines will perform coring in boring locations before soil drilling and sampling are performed. The borings will be drilled using a truck-mounted rig.

The project alignment is located on a 2-lane-traffic road. Thus, traffic control measures including



signs, cones, and flagmen will be required during pavement coring and actual soil drilling and sampling.

Based on the available project information, ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site location plan is presented in **Figure 1** as shown in Table A below:

| Boring No. (Piezometer) | No of Borings | Street / Location | Depth, ft | Total, ft |
|-------------------------|------------------|----------------------|-----------|-----------|
| B-1 thru B-5 | 5 | Hunt Road, Segment 1 | 15 | 75 |
| | | TOTAL, LINEAR | 75 LF | |

Soil samples will be obtained continuously to the termination depth of 15 ft. Standard Penetration Tests (SPT) will be performed in sands if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.

Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry until groundwater is encountered, or caving of soils occurs. Drilling will be suspended for 15 minutes to facilitate water level observation in the boring. After recording the water level, drilling will be resumed. The boreholes will be backfilled with soil cuttings and the pavement surface core will be patched back with lean concrete.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered to classify the soil's physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.

All tests will be performed in accordance with the American Society of Testing Materials (ASTM) Procedures. Estimated test types and quantities are presented on the attached sheet.

Engineering Analyses and Reporting

The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the Fort Bend County Engineering Criteria Guidelines. The following geotechnical information and recommendations will be provided:

- Boring logs and boring log profiles showing the generalized soil stratigraphy and groundwater levels.
- Site preparation and grading.
- Discussion of subsurface soils and stratigraphy and groundwater information.
- Select fill requirements & fill placements.
- Suitability for reuse of on-site soil.
- Dewatering consideration and recommendations.



• Pavement recommendations.

COST ESTIMATE

Based on the scope of geotechnical work outlined above, we estimate the following costs:

| Geotechnical Investigation for Proposed | Estimated Fee |
|---|---------------|
| Proposed Hunt Road Segment 1 | \$32,251.00 |

The cost estimates using the project quantities and requirements are presented in the enclosed **Itemized Geotechnical Fee Estimate** spreadsheet. This estimate assumes that: (i) underground utilities at proposed boring locations will be cleared by Texas 811 Call Service and/or private property maintenance personnel; (ii) the boring sites will be accessible to our truck-mounted drill rig equipment; (iii) permission/permit to access the site if needed, will be arranged by others at no cost to ATL.

TIME SCHEDULES

We estimate that the fieldwork can be started immediately after authorization is received. The field staking and utility clearance will take approximately two weeks. The field investigation will require 2 to 3 weeks (assuming no complications in site access or site clearing, and weather permitting), and the regular laboratory testing will take approximately 3 to 5 weeks. The draft geotechnical report will be submitted approximately 6 to 8 weeks after receiving the official notice to proceed.

We appreciate the opportunity to submit this proposal and look forward to serving you on this project.

Thank you,

ASSOCIATED TESTING LABORATORIES, INC.

Anita Singh, P.E.

Principal

Enclosure:

Itemized Fee – LOE Estimate

Geotechnical Investigation Proposal

Hunt Road Segment 1

Fort Bend County, Texas ATL Proposal No. GP2024-0708 July 24, 2024



ITEMIZED GEOECHNICAL FEE ESTIMATE

| | oad Segment 1 | AIL | | | | |
|--|----------------|----------------|-----------|-------------|--|--|
| Borings: 5@15'[75] | oud ocyment i | | | | | |
| A. FIELD EXPLORATION | Current Qty. | Unit | Unit Rate | Amount | | |
| Mobilization/Demobilization (Truck Rig) | 1 1 | LS | \$746.00 | \$746.00 | | |
| Technician for Staking, Utilities Clearance, Coordination | 16 | hrs. | \$96.00 | \$1,536.00 | | |
| Soil Drilling and Sampling (continuous; <up 20')<="" td="" to=""><td>75</td><td>ft.</td><td>\$27.00</td><td>\$2,025.00</td></up> | 75 | ft. | \$27.00 | \$2,025.00 | | |
| Logging (NICET II) | 16 | hr. | \$96.00 | \$1,536.00 | | |
| Grouting Holes | 75 | ft. | \$13.00 | \$975.00 | | |
| Coring (6-inches) | 5 | ea. | \$192.00 | \$960.00 | | |
| Coring (6-inches to 12-inches thickness) | 30 | ft. | \$18.00 | \$540.00 | | |
| Vehicle Charge | 16 | hrs. | \$13.00 | \$208.00 | | |
| | SUBTOTAL | | | | | |
| B. GEOTECHNICAL LABORATORY TESTING | | Unit | Unit Rate | Amount | | |
| Moisture Content (ASTM D-2216) | 38 | ea. | \$12.00 | \$450.00 | | |
| Atterberg Limits (ASTM D-4318) | 15 | ea. | \$76.00 | \$1,140.00 | | |
| Passing No. 200 Sieve (ASTM D-1140) | 15 | ea. | \$59.00 | \$885.00 | | |
| Unconfined Compression (ASTM D-2166) | 5 | ea. | \$54.00 | \$270.00 | | |
| Unconsolidated-Undrained Triaxial Test (ASTM D-2850) | 10 | ea. | \$77.00 | \$770.00 | | |
| | SI | \$3,515.00 | | | | |
| D. TRAFFIC CONTROL | | | | | | |
| Flagmen | 32 | hrs. | \$40.00 | \$1,280.00 | | |
| Peace Officer | 16 | hrs. | \$75.00 | \$1,200.00 | | |
| | SI | SUBTOTAL | | | | |
| D. ANALYSES & REPORT PREPARATION | | Unit | Unit Rate | Amount | | |
| Senior Engineer (P.E.) | 30 | hrs. | \$218.00 | \$6,540.00 | | |
| Project Manager (P.E.) | 30 | hrs. | \$176.00 | \$5,280.00 | | |
| Graduate Engineer | 30 | hrs. | \$122.00 | \$3,660.00 | | |
| Draftsman/word Processor | 30 | hrs. | \$75.00 | \$2,250.00 | | |
| | | JBTOTAL | | \$17,730.00 | | |
| TOTAL ESTIMATED FEE OF | PROPOSED SCOPE | | | \$32,251.00 | | |

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | | OFFICE USE ONLY CERTIFICATION OF FILING | | |
|--|---|---------------------------|----------|---|--------------|--|
| 1 | Name of business entity filing form, and the city, state and country of the business entity's place of business. | | | Certificate Number: 2025-1273143 | | |
| | DCUS Inc. | | | 2025-1275145 | | |
| | ouston, TX United States | | Date | Date Filed: | | |
| 2 | lame of governmental entity or state agency that is a party to the contract for which the form is | | 02/2 | 02/24/2025 | | |
| | being filed. | | | Date Acknowledged: | | |
| | Fort Bend County | | | 03/11/2025 | | |
| 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. 23115 | | | | | |
| | (Hunt Road, Segment 1 – Project No. 23115) | | | | | |
| 4 | | | | Nature of | interest | |
| • | Name of Interested Party City, State, Country (place of b | | usiness) | (check ap | plicable) | |
| | | | | Controlling | Intermediary | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 5 | Check only if there is NO Interested Party. | | | | | |
| 6 | UNSWORN DECLARATION | | | | | |
| | My name is | , and my date of birth is | | | | |
| | May address in | | | | | |
| | My address is(street) | (city) | (state) | (zip code) | (country) | |
| I declare under penalty of perjury that the foregoing is true and correct. | | | | | | |
| | Executed inCounty | y, State of, on | the | _day of | , 20 | |
| | | | | (month) | (year) | |
| | | | | | | |
| | Signature of authorized agent of contracting business entity (Declarant) | | | | | |