STATE OF TEXAS §

COUNTY OF FORT BEND §

# AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Hunt Road, Segment 2 – Project No. 23116)

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 LJA Engineering, 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 the design, consulting, and construction services from a 2-lane roadway into a 4 – lane roadway along with curb, gutter, drainage system and all necessary appurtenances along Hunt Road from 5175 feet West of FM 359 to 1900 feet West of FM 359 under Mobility Bond Project No. 23116; 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 January 5, 2025 attached hereto as "Exhibit A" and incorporated herein by reference (the "Services").

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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 31, 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 Six Hundred Sixty-Eight Thousand Three Hundred Four and 86/100 Dollars (\$668, 304.86). 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 Six Hundred Sixty-Eight Thousand Three Hundred Four and 86/100 Dollars (\$668, 304.86). 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 Six Hundred Sixty-Eight Thousand Three Hundred Four and 86/100 Dollars (\$668, 304.86) 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 Six Hundred Sixty-Eight Thousand Three Hundred Four and 86/100 Dollars (\$668, 304.86).

- 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, 4<sup>th</sup> Floor Richmond, Texas 77469

And

Fort Bend County, Texas Attn: County Judge 401 Jackson Street, 1<sup>st</sup> Floor

401 Jackson Street, 1<sup>st</sup> Floo Richmond, Texas 77469

If to Engineer:	LJA Engineering, Inc.
	Attn:
	3600 W. Sam Houston Pkwy, Ste 600
	Houston TX 77012

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	LJA ENGINEERING, INC
KP George, County Judge	Signed by:  (Juris Cottor DE
March 12, 2025	Chris Cotter, PE Authorized Agent- Printed Name
Date Signature	Senior Vice President Title
ATTEST:	2/26/2025
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	

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# **EXHIBIT A**

(Engineer's Proposal Follows Behind)





# **EXHIBIT "A" SCOPE OF SERVICES**

January 5, 2025 PROPOSAL

KCI Technologies Inc. Lee Shelton, PE 15021 Katy Freeway, Suite 200 Houston, Texas 77094

Re: Proposal for Professional Engineering Services

Hunt Road Seg. 2: From 5175' West of FM 359 to 1900' West of FM 359

Precinct 1

Fort Bend County FBC Project No. 23116 LJA Proposal No. 25-39584

### **EXISTING CONDITIONS**

The existing 3,275 LF road consists of two lanes of pavement with varying materials and drainage. The existing road consists of approximately 585 LF of asphalt pavement with roadside ditches and approximately 2,690 LF of concrete pavement with curb and gutter. The project right-of-way appears to vary in width and may require right-of-way (ROW) acquisition. The project does not appear to be located in the 100-year or 500-year floodplains based on the current published FEMA maps: 48157C0080M and 48157C0085M revised 01/29/2021. Based on preliminary review of RRC GIS information no pipelines cross the existing roadway.

# PROPOSED SCOPE

LJA Engineering, Inc. (LJA) scope for the 3,275 LF road includes the preliminary design phase and final design phase engineering services to develop the project PS&E package for the construction of approximately 585 LF of a concrete 4-lane divided curb and gutter road at the west end of the project, and approximately 2,690 LF of the south half of a concrete 4-lane divided curb and gutter road.

Based on our scoping discussions with KCI Technologies Inc. (KCI), LJA was advised that a drainage study for the proposed road is not available, and that no stormwater detention will be required for this project, as any requirements for stormwater detention have been addressed with the previous construction of the developer's segment of Hunt Road. Any drainage study or further analysis is to be combined with the adjacent Segment 1 and completed by the design engineer of Segment 1 (IDCUS). LJA will coordinate with IDCUS and provide information on Segment 2 as necessary for the drainage analysis. Drainage analysis will not be included in the PER for Segment 2. LJA will incorporate the Fort Bend County Drainage District requirements into preparation of the PS&E package.

As requested, the geotechnical report will be prepared in accordance with the current Fort Bend County Engineering Department Engineering Design Manual March 2022 Edition.

It is our understanding that any required environmental services will be provided by the County, not included in this proposal. A stormwater pollution prevention report is not included in this proposal.

No traffic signal design services are included as part of this proposal.

A project design schedule has been prepared and is included as Attachment B.

Lee Shelton, PE January 5, 2025 Page 2

#### **BASIC SERVICES**

Basic services will generally follow the design process outlined in the Fort Bend County Engineering Department Engineering Design Manual March 2022 Edition.

#### **Preliminary Design Phase**

LJA will prepare a study report documenting the project scope, findings and recommendations for the final design phase that will include 30% plans, preliminary drainage area map and calculations, ROW acquisition needs, potential utility conflicts, sight triangles, preliminary construction cost estimate, and geotechnical report. LJA will coordinate the alignment with the two adjacent segments to ensure tie-ins meet client expectations. LJA will review the drainage calculations provided in the Developer's Segment of Hunt Road Plans to ensure the previously constructed storm sewer trunk size and leads were sized to accommodate the proposed boulevard section. LJA will also coordinate with the Segment 2 team on the drainage analysis. 30% Plans will consist of typical sections, plan & profiles of roadway with existing shown in plan and profile views, and proposed shown in plan view only, and preliminary traffic control phasing. LJA will attend bi-weekly progress meetings with KCI.

#### Utilities

Research and obtain record documents for all known existing utilities within the road ROW. LJA will prepare a utility conflict table and update it during the final design phase as needed. LJA will submit milestone-level drawings to the applicable utility companies for their review and coordinate all utility adjustments/relocations.

# Surveying

The following surveying services are included in this proposal and further described in the attached proposal from CivilCorp, LLC:

- Existing Right of Way Mapping
- Topographic Surveying
- Subsurface Utility Engineering (Quality Level B)
- Construction Services
- Parcel Plat and Metes and Bounds for Acquisitions

# Geotechnical

Provide a geotechnical report in accordance with the Fort Bend County Engineering Department Engineering Design Manual March 2022 Edition. A total of eight (8) soil borings at 15' will be drilled for the proposed road. The geotechnical report will include a description of subsurface conditions, groundwater information, boring logs and pavement recommendations in typical FBCED format. See attached proposal by Associated Testing Laboratories, Inc. for additional details.

#### **Final Design Phase**

LJA will proceed with completion of the PS&E for 70%, 95%, and 100% submittals to KCI. LJA will address comments presented in the Preliminary Design Phase review meeting, and address and/or provide responses to 70% and 95% comments.

Per the Fort Bend County Engineering Department Engineering Design Manual March 2022 Edition, 70% and 95% submittals shall include cover sheet, index, general notes, typical and non-standard cross-sections, overall project layout, survey control map, right-of-way, horizontal alignment data, removal layout, drainage area map with hydraulic calculations, plan and profile sheets, traffic control plan, signing and striping plan, storm water pollution prevention plan, cross sections at 100' intervals, specification

Lee Shelton, PE January 5, 2025 Page 3

table of contents, construction cost estimate and bid form. Plans shall be submitted electronically in PDF format and page size of 11x17. Submittals will also include a kmz file and necessary checklists.

Additionally, the 95% submittal shall also include standard construction details, project manual, and responses to 70% comments. The 95% submittal will be the same format as the 70% submittal.

The 100% submittal shall consist of one sealed and signed set of drawings delivered to the County consisting of a PDF submittal of the drawings, specifications, and estimate sent to KCI. Responses to 95% comments, and a construction time estimate will also be included.

LJA will provide monthly progress reports and attend bi-weekly progress meetings.

#### Utilities

LJA will identify all known existing utilities on the plan and profiles. LJA will coordinate utility companies for the project and identify conflicts between the proposed improvements and the existing utilities. LJA to submit each milestone submittal to utility companies that are identified to be in conflict and coordinate utility adjustments/relocations.

No water or sewer relocation or adjustment plans are included as part of this proposal.

#### **Drainage**

Based on our scoping discussions with KCI, LJA was advised that a corridor drainage study for the proposed road is not available and is not part of this proposal. Furthermore, it is our understanding that no stormwater detention will be required for this project, as any requirements for stormwater detention have been addressed with the previous construction of the developer's segment of Hunt Road. LJA will review the drainage calculations provided in the Developer's Segment of Hunt Road Plans to ensure the previously constructed storm sewer trunk size and leads were sized to accommodate the proposed boulevard section. Any drainage study or further analysis is to be combined with the adjacent Segment 1 and completed by the design engineer of Segment 1 (IDCUS). LJA will coordinate with IDCUS and provide information on Segment 2 as necessary for the drainage analysis. LJA will meet with and incorporate the Fort Bend County Drainage District requirements into preparation of the PS&E package. The drainage analysis will follow the effective Fort Bend County Interim Atlas 14 Design Criteria Manual per Fort Bend County Drainage District.

The project does not appear to be located in the 100-year or 500-year floodplains based on the current published FEMA maps: 48157C0080M and 48157C0085M revised 01/29/2021. A FEMA submittal for the project is not included in this proposal. Providing or obtaining a "no impact letter" is not part of this proposal.

#### Traffic

Prepare construction phase traffic control sheets for lane closures in accordance with the current published criteria for Fort Bend County. LJA will prepare the construction phase traffic control plans to accommodate the existing traffic during the construction of the proposed road improvements.

Please note that based on scoping discussions with KCI, no traffic signal design services are included as part of this proposal.

Based on scoping information received, sidewalk is anticipated to be included in the project on one side of the roadway (approximately 3,660 LF).

Lee Shelton, PE January 5, 2025 Page 4

#### **Bid Phase**

#### **Bid Phase**

Assist KCI with the preparation of the bid phase documents, attend pre-bid meeting, address bidder questions, and prepare addendums. LJA will also attend the pre-construction meeting.

# **Billing**

The preliminary and final design efforts will be a lump sum fee to be billed monthly on a percent complete basis by tasks. Bid phase efforts will be billed monthly based on time & materials with a breakdown of hours spent by personnel in the various employee categories at the approved billing rates. Invoicing will be per direction provided in the Fort Bend County Engineering Department Engineering Design Manual March 2022 Edition.

# **Cost Summary**

A level of effort estimate is enclosed based on the scope of work described herein. The Lump Sum Fee amount is \$644,743.06 and the Hourly Not-To-Exceed Fee amount is \$23,561.80 for a total of \$668,304.86 for the project.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or comments about our proposal, please do not hesitate to contact me directly at 713.953.5200.

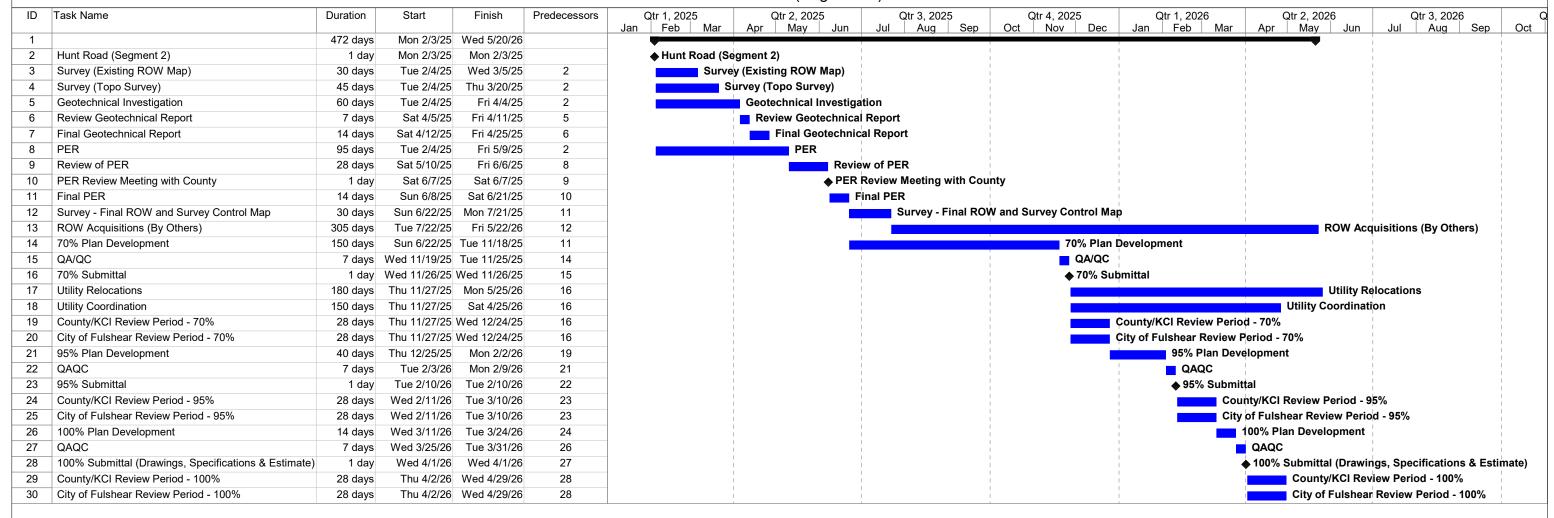
Best Regards,

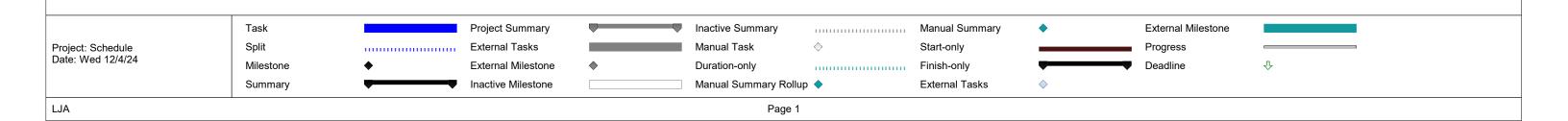
Courtney Carry PE Project Manager

CC/pa

LJA 3600 W. Sam Houston Pkwy S, Suite 600 Houston, Texas 77042

# Anticipated Design Schedule FBC Hunt Road (Segment 2)





Safety End Treatment for 12"-72" Dia. Pipe Culverts

### Hunt Road Seg. 2 - From 5175' West of FM 359 to 1900' West of FM 359 - Precinct 1 Level of Effort Estimate

McDonough Engineering Corporation

**Total Hours** Number of Hour per sheets/tasks Sheet/Task Proj. Man. per Task Engineer **Senior Designer** Sr. CADD CADD Clerical Fee Preliminary Design Phase Coordination and review deliverables by subconsultants (Geotech, Surveyor) \$14,260.00 40.0 Coordination with Environmental consultant (Independent of project team) \$2,250.00 10.0 Coordination with Agencies and Entities (TxDOT, City of Fulshear, FBC MUD #220, FBC Drainage District) \$13,320.00 15.0 Coordination with Segment 1 Design Engineer on Drainage Report \$4,150.00 18.0 Attend Progress Meetings (Bi-weekly for 3 months) \$6,720.00 5.0 Topo Site Walk Review \$1,860.00 8.0 Research Documentation for Existing Utilities within ROW \$6,460.00 36.0 **Utility Conflict Table** \$4,490.00 24.0 Utility Impact & Relocation Coordination \$6,020.00 30.0 Attend Utility Coordination Meetings (3 meetings budgeted) \$4,755.00 7.0 Prepare 30% plans (Typical sections, plan and profile- proposed plan view only, TCP Phasing) \$63,100.00 31.0 Drainage Area Map & Calculations \$12,400.00 60.0 Sight Triangle Exhibits \$5.050.00 16.0 Right-of-Way Exhibit \$7,330.00 8.0 Prepare Preliminary Engineering Report \$15,680.00 80.0 \$7,160.00 36.0 \$1,395.00 Attend a Preliminary Design Phase Meeting to Review PER 6.0 Address Comments \$10,600.00 60.0 Final Submittal of PER \$3,530.00 20.0 **Construction Cost Estimate** \$7,580.00 20.0 Final Design Phase \$20,900.00 16.7 **Project Administration** Attend Progress Meetings (Bi-weekly for 6 months) \$15,720.00 6.0 QA/QC Internal QA/QC (3 submittals) \$19,200.00 32.0 **Construction Documents Plans** \$1,570.00 8.0 Cover sheet Index of Sheets \$1,425.00 8.0 \$2,150.00 6.0 **General Notes** \$2,150.00 12.0 Legend \$2,760.00 **Survey Control Sheets** 2.0 \$5,030.00 30.0 **Existing Typical Section** Proposed Typical Sections \$5.720.00 34.0 **Demolition Plans** \$10,110.00 20.0 \$2,990.00 Overall Project Layout 18.0 Drainage Area Map \$5,470.00 32.0 \$8,560.00 **Drainage Calculations** 40.0 Plan and Profile (1"=40' scale 11x17) \$46,150.00 40.0 Details Typical Pavement Details \$1,570.00 4.0 Concrete Driveway Details \$785.00 4.0 ADA Ramp Details \$785.00 4.0 **Storm Sewer Construction Details** \$785.00 4.0 **Precast Concrete Storm Sewer Manhole Details** \$785.00 4.0 Junction Box Manhole Detail \$785.00 4.0 

4.0

\$785.00

1/2/2025

# Hunt Road Seg. 2 - From 5175' West of FM 359 to 1900' West of FM 359 - Precinct 1 Level of Effort Estimate

McDonough Engineering Corporation

		Proj. Man.	Engineer	Senior Designer	Sr. CADD	CADD	Clerical	Fee	Total Hours per Task	Number of sheets/tasks	<u>Hour per</u> Sheet/Task
Traffic Control Plans											
Phasing Layout with General N	Notes	4	8	4	4	10	0	\$5,440.00	30	1	30.0
Typical Construction Cross-sec		2	4	4	4	10	0	\$4,070.00	24	1	24.0
Advanced Warning Signs Layo	outs	2	6	4	4	10	0	\$4,510.00	26	1	26.0
Phase One Layouts (1"=50' sca	ale)	8	14	14	14	34	0	\$14,360.00	84	7	12.0
Phase Two Layouts (1"=50' sc	cale)	8	14	14	14	34	0	\$14,360.00	84	7	12.0
Storm Water Pollution Prevention Plan	s (1"=100' scale)	6	9	12	12	15	0	\$9,600.00	54	3	18.0
Storm Water Pollution Prevention Plan	Details	1	1	1	0	1	0	\$785.00	4	1	4.0
Signing and Pavement Marking Plans (1	1"=50' scale)	8	10	12	14	16	0	\$10,760.00	60	3	20.0
Pavement Marking Details		2	2	2	0	2	0	\$1,570.00	8	2	4.0
Earthwork Table		8	8	12	12	20	0	\$10,520.00	60	2	30.0
Cross Sections (Every 100')		34	51	51	68	68	0	\$48,960.00	272	34	8.0
Construction Cost Estimate		6	6	15	6	12	0	\$8,160.00	45	3	15.0
Project Manual (Bid form, specification	TOC, special specs)	20	40	0	0	0	20	\$15,500.00	80	1	80.0
	Total Hours - Preliminary Design Phase Rate (\$/HR)	194 \$245.00	229 \$220.00	221 \$190.00	170 \$160.00	215 \$130.00	34 \$90.00	Total Hours Total Sheets	1063 12		
Pre-Design Phase Subtotal (Lump Sum		\$47,530.00 24%	\$50,380.00 25%	\$41,990.00 21%	\$27,200.00 14%	\$27,950.00 14%	\$3,060.00 1.5%	\$198,110.00			
	Total Hours - Final Design Phase Rate (\$/HR)	292 \$245.00	331 \$220.00	278 \$190.00	260 \$160.00	480 \$130.00	40 \$90.00	Total Hours Total Sheets	1681 102		
Final Design Phase Subtotal (Lump Sur	m)	\$71,540.00 23%	\$72,820.00 24%	\$52,820.00 17%	\$41,600.00 14%	\$62,400.00 20%	\$3,600.00 1.2%	\$304,780.00			
Bid Phase Subtotal (Hourly, Not-To-Ex	ceed)	-	-	-	-	-	-	\$15,200.00			
Survey - CivilCorp, LLC  Existing Right of Way Mapping Topographic Surveying Subsurface Utility Engineering (Quality Construction Services (Hourly, Not-To-E Prepare TSPS Category 1A, Condition 3								\$35,140.50 \$34,801.40 \$5,838.56 \$8,361.80 \$16,357.60			
Survey Subtotal (Lump Sum)								\$100,499.86			
Geotechnical Report - Associated Testing Labor Proposed Hunt Rd Segment 2	ratories							\$49,715.00			
<b>Geotechnical Report Subtotal (Lump S</b>	ium)							\$49,715.00			
<b>Total Professional Services Budget</b>								\$668,304.86			

1/2/2025



4611 E. Airline Rd, Ste 300 Victoria, Texas 77904 Telephone: (361) 570-7500 E-Mail: babsher@civilcorp.us

November 5, 2024

LJA

Attn: Courtney Carr, PE, PTOE

Re: Fee Proposal for Surveying Services – Hunt Road (Seg 2) from 5175 feet West of FM 359

to 1900' West of FM 359

Project No. 23116

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 2 area are as follows:

Beginning 4,800 feet West of FM 359 and proceeding East along Hunt Road to 1,900 feet West of FM 359, a distance of 3,225 feet. The Intersections shall be tied a distance of 300 feet in each direction for a total approximate length of 3,675 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 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: \$35,140.50

# 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 3

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: \$34,801.40**

## 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.
- 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: \$5,838.56** 

CivilCorp, LLC. Page 3 of 3

#### 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.

# ESTIMATED HOURLY (NOT TO EXCEED) FEE: \$8,361.80

#### 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 rightof-way maps.

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	LJA	
Brankon Aboha	Ву:	
parter took	Title:	
Brandon Absher, RPLS		
Survey Manager	Date:	

# Fee Schedule

Method of Payment: Lump Sum

Prime: LJA

Project: FBC #24050 Hunt Road Segment 2 (5,175' W of FM 359 to 1,900' W of FM 359 Approx 3,275')

Subprovider: CivilCorp, LLC. (Surveying Tasks)

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	12	24	36	48		4		125	\$ 18,994.00
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	5	12	29	38			6		90	\$ 11,874.00
									0	
									0	
HOURS SUB-TOTALS	8	26	59	90	48	0	10	0	241	\$34,140.00
CONTRACT RATE PER HOUR	\$238.00	\$212.00	\$126.00	\$101.00	\$190.00	\$225.00	\$108.00	\$96.50		
TOTAL LABOR COSTS	\$1,904.00	\$5,512.00	\$7,434.00	\$9,090.00	\$9,120.00	\$0.00	\$1,080.00	\$0.00		
% DISTRIBUTION OF STAFFING	3%	11%	24%	37%	20%	0%	4%	0%		
SUBTOTAL									\$34,140.00	

OTHER DIRECT EXPENSES	UNIT			QUANTITY	NOTES				COST
		MAXI	IMUM						
Mileage	Mile	\$	0.670	150				\$	100.50
GPS RTK Base	Hour	\$ 3	30.000	30				\$	900.00
SUBTOTAL DIRECT EXPENSES								\$	1,000.50

SUMMARY	
TOTAL LABOR COSTS	\$34,140.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$1,000.50
TOTAL	\$35,140.50

# Fee Schedule Method of Payment: Lump Sum

Prime: LJA

Project: FBC #24050 Hunt Road Segment 2 (5,175' W of FM 359 to 1,900' W of FM 359 Approx 3,275')

Subprovider: CivilCorp, LLC. (Surveying Tasks)

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	5	8			25	\$ 4,532.00
Obtain Right of Entry (est 5 parcels)	1	3		1	2		4	5	16	\$ 2,269.50
Topographic Survey (up to 50' past existing ROW)	1	3	4	8	54				70	\$ 12,446.00
Perform 811 One Call and Tie Marked and above ground utilities	1	2	1	2	10		5		21	\$ 3,430.00
Prepare 2D and 3D deliverables and Cat 6 Cond II topo map	1	9	16	20				2	48	\$ 6,375.00
Update Orthometric Photos (UAV)	1	1	3		12		5		22	\$ 3,648.00
									0	
									0	
HOURS SUB-TOTALS	6	21	28	35	83	8	14	7	202	\$32,700.50
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	\$4,452.00	\$3,528.00	\$3,535.00	\$15,770.00	\$1,800.00	\$1,512.00	\$675.50		
% DISTRIBUTION OF STAFFING	3%	10%	14%	17%	41%	4%	7%	3%		
SUBTOTAL									\$32,700.50	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES			COST
		MAXIMUM					
Mileage	Mile	\$ 0.670	270				\$ 180.90
GPS RTK Base	Hour	\$ 30.000	64				\$ 1,920.00
SUBTOTAL DIRECT EXPENSES							\$ 2,100.90

SUMMARY	
TOTAL LABOR COSTS	\$32,700.50
NON-SALARY (OTHER DIRECT EXPENSES)	\$2,100.90
TOTAL	\$34,801.40

# Fee Schedule

Method of Payment: Lump Sum

Prime: LJA

Project: FBC #24050 Hunt Road Segment 2 (5,175' W of FM 359 to 1,900' W of FM 359 Approx 3,275')

Subprovider: CivilCorp, LLC. (Surveying Tasks)

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		2	\$ 388.00
SUE Investigation	1						9		10	\$ 1,588.00
Utility Survey			8						8	\$ 1,008.00
KMZ Mapping/Drafting	1		1	7			1		10	\$ 1,396.00
Daily/Weekly Papaerwork/QA/QC/Records Research	1	1	1	1			1	3.5	8.5	\$ 1,189.75
HOURS SUB-TOTALS	4	1	10	8	0	0	12	3.5	38.5	\$5,569.75
CONTRACT RATE PER HOUR	\$238.00	\$212.00	\$126.00	\$126.00	\$190.00	\$225.00	\$150.00	\$96.50		
TOTAL LABOR COSTS	\$952.00	\$212.00	\$1,260.00	\$1,008.00	\$0.00	\$0.00	\$1,800.00	\$337.75		
% DISTRIBUTION OF STAFFING	10%	3%	26%	21%	0%	0%	31%	9%		
SUBTOTAL									\$5,569.75	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES			c	OST
		MAXIMUM						
Mileage	Mile	\$ 0.670	43				\$	28.81
GPS RTK Base	Hour	\$ 30.000	8				\$	240.00
SUBTOTAL DIRECT EXPENSES							\$	268.81

SUMMARY	
TOTAL LABOR COSTS	\$5,569.75
NON-SALARY (OTHER DIRECT EXPENSES)	\$268.81
TOTAL	\$5,838.56

# Fee Schedule Method of Payment: Lump Sum

Prime: LJA

Project: FBC #24050 Hunt Road Segment 2 (5,175' W of FM 359 to 1,900' W of FM 359 Approx 3,275')

Subprovider: CivilCorp, LLC. (Surveying Tasks)

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		16			23	\$ 4,605.00
									0	
HOURS SUB-TOTALS	2	2	5	5	0	26	0	0	40	\$7,885.00
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	\$5,850.00	\$0.00	\$0.00		
% DISTRIBUTION OF STAFFING	5%	5%	13%	13%	0%	65%	0%	0%		
SUBTOTAL									\$7,885.00	

OTHER DIRECT EXPENSES	UNIT		QUANTITY	NOTES			c	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	\$7,885.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$476.80
TOTAL	\$8,361.80

# Fee Schedule Method of Payment: Lump Sum

Prime: LJA

Project: FBC #24050 Hunt Road Segment 2 (5,175' W of FM 359 to 1,900' W of FM 359 Approx 3,275')

Subprovider: CivilCorp, LLC. (Surveying Tasks)

TASK DESCRIPTION	Support	RPLS	SENIOR	SURVEY	2-PERSON	3-PERSON		ADMIN/	TOTAL	TOTAL
Walk BESCHI HON	Manager	Project	SURVEY	TECH	SURVEY	SURVEY	GIS	CLERICAL	LABOR HRS.	TASK
	ividilagei	,		TECH				CLENICAL	LABOR FINS.	_
		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			со	ST
		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

10450 Corporate Drive, Sugar Land, TX 77478







At ATL, our professional engineers and certified lab technicians are armed with expertise, passion, and a relentless drive for excellence. We are continuously refining our processes to ensure the most advanced and effective solutions available for our clients.



GEOTECHNICAL ENGINEERING



CONSTRUCTION MANAGEMENT



ENVIRONMENTAL ENGINEERING





Professional insurance coverage

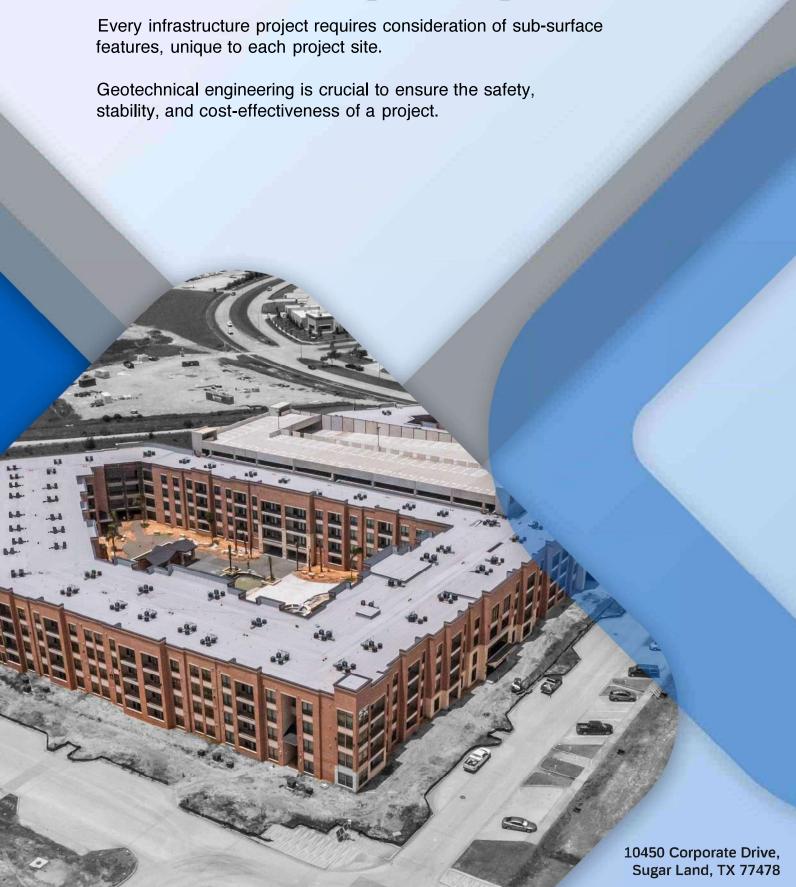
In-house lab



CONSTRUCTION MATERIALS
TESTING & INSPECTION

10450 Corporate Drive, Sugar Land, TX 77478

# **Geotechnical Engineering**





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

November 8, 2024 Proposal No: GP24-0606

Courtney Carr, PE, PTOE
Project Manager
LJA
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042

**Reference:** Proposal for Geotechnical Investigation

**Hunt Rd, Segment 2 Fort Bend County, Texas** 

Ms. Carr,

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 LJAwas awarded the Hunt Road Segment 2 Project, a contract with Fort Bend County to provide design engineering services for the Hunt Road Segment 2 Paving.

# **SCOPE OF WORK:**

Based on the available project information that Hunt Road alignment comprises a total length of approximately 3,190 linear feet (LF), ATL proposes eight (8) soil borings at 15 ft deep to be drilled along Hunt Road alignment shown in **Figure 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 soil 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 through B-8	8	Hunt Road, Segment 2	15	120
		TOTAL, LINEAR I	120 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.
- Recommendations for roadside drainage excavation.
- 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 Rd Segment 2	\$49,715.00

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 about two weeks. The field investigation will take about 2 to 3 weeks, and the regular laboratory testing will take about 3 to 5 weeks. The draft geotechnical report will be submitted approximately 4 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,

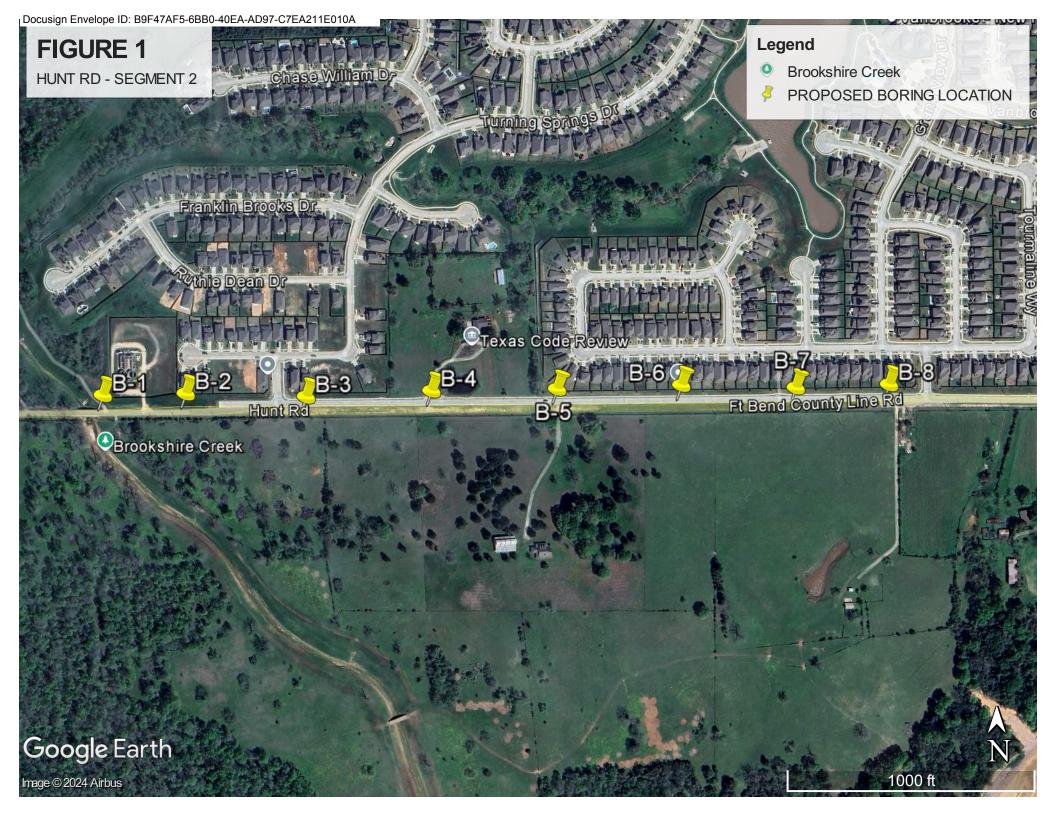
ASSOCIATED TESTING LABORATORIES, INC.

Anita Singh, P.E.

Principal

**Enclosure:** 

Figure 1 – Boring Location Plan Itemized Fee – LOE Estimate



# **Geotechnical Investigation Proposal**

Hunt Road Segment 2

Fort Bend County, Texas ATL Proposal No. GP2024-0606 November 8, 2024



# **ITEMIZED GEOECHNICAL FEE ESTIMATE**

	ILAL FEE ESTIM	A16		
Hunt Road	Segment 2			
Borings: 8@15'[120 LF]				
A. FIELD EXPLORATION	Current Qty.	Unit	Unit Rate	Amount
Mobilization/Demobilization (Truck Rig)	1	LS	\$746.00	\$746.00
Technician for Staking, Utilities Clearance, Coordination	26	hrs.	\$96.00	\$2,496.00
Soil Drilling and Sampling (continuous; <up 20')<="" td="" to=""><td>120</td><td>ft.</td><td>\$27.00</td><td>\$3,240.00</td></up>	120	ft.	\$27.00	\$3,240.00
Logging (NICET II)	40	hr.	\$96.00	\$3,840.00
Grouting Holes	120	ft.	\$13.00	\$1,560.00
Coring (6-inches)	8	ea.	\$192.00	\$1,536.00
Coring (6-inches to 12-inches thickness)	48	ft.	\$18.00	\$864.00
Vehicle Charge	48	hrs.	\$13.00	\$624.00
	SI	UBTOTAL		\$14,906.00
B. GEOTECHNICAL LABORATORY TESTING		Unit	Unit Rate	Amount
Moisture Content (ASTM D-2216)	60	ea.	\$12.00	\$720.00
Atterberg Limits (ASTM D-4318)	24	ea.	\$76.00	\$1,824.00
Passing No. 200 Sieve (ASTM D-1140)	24	ea.	\$59.00	\$1,416.00
Unconfined Compression (ASTM D-2166)	12	ea.	\$54.00	\$648.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	18	ea.	\$77.00	\$1,386.00
	SI	UBTOTAL		\$5,994.00
D. TRAFFIC CONTROL				• •
Flagmen	45	hrs.	\$40.00	\$1,800.00
Peace Officer	45	hrs.	\$75.00	\$3,375.00
	SI	\$5,175.00		
D. ANALYSES & REPORT PREPARATION		Unit	Unit Rate	Amount
Senior Engineer (P.E.)	40	hrs.	\$218.00	\$8,720.00
Project Manager (P.E.)	40	hrs.	\$176.00	\$7,040.00
Graduate Engineer	40	hrs.	\$122.00	\$4,880.00
Draftsman/word Processor	40	hrs.	\$75.00	\$3,000.00
	SI	UBTOTAL		\$23,640.00
TOTAL ESTIMATED FEE OF PRO				\$49,715.00

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

					1011		
	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.		CE	OFFICE USE			
1	Name of business entity filing form, and the city, state and count	ry of the business entity's place	_	ificate Number:	OI I ILIIVO		
	of business.	,	202	5-1274612			
	LJA ENGINEERING, INC. Houston, TX United States		Date	e Filed:			
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is		26/2025			
_	being filed.	o contract for which the form is					
	FORT BEND COUNTY			Acknowledged: L1/2025			
_	Dravide the identification number used by the governmental entit	tu or otata aganay ta traak ar idan			vido o		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		ury ure c	ontract, and prov	ide a		
	23116 Professional Engineering Services for Fort Bend County - Hur	nt Road					
4	1			Nature of	interest		
Ī	Name of Interested Party	City, State, Country (place of bu	siness)	(check ap			
				Controlling	Intermediary		
R	oss, James D.	Houston, TX United States		X			
M	cKee , Alan, B.	Houston, TX United States		X			
C	annon, Jeff T.	Houston, TX United States		Х			
Αl	ford, Susan D.	Houston, TX United States		Х			
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My namo is	and my state	of hirth:	ic.			
	My name is	, and my date	ו חדווט וט	٥			
	My address is	,		,	,		
	(street)	(city)	(state)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correct	t.					
	Executed inCounty	y, State of, on t	he	_day of	, 20		
				(month)	(year)		
		Signature of authorized agent of (Declarant)	contractir	ng business entity			