25-Eng-100713

**STATE OF TEXAS** §
§
**COUNTY OF FORT BEND** §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

(Needville Fairchilds Road, Project No. 23210a)

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 Thompson Engineering, Inc. ("Engineer"), a corporation authorized to conduct business in Texas. County and Engineer may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Engineer provides professional engineering services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide such services for the reconstruction of approximately 2,800 linear feet of Needville Fairchilds Road, near SH-26 to Padon Road, under Mobility Bond Project No. 23210a; 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 attached hereto as "Exhibit A" and incorporated herein by reference (the "Services").

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 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 Four Hundred Nine Thousand Seventy-One and 75/100 Dollars ($409,071.75). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

(a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."

(b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.

(c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.

(d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is $409,071.75. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer clearly understands and agrees, such understanding and agreement

being of the absolute essence of this Agreement, that County shall have available the total maximum sum of $409,071.75 specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed $409,071.75.

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.

8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

   (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

   (b) Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

   (c) Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover

liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than $1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

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

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXCERCISES CONTROL. IN ADDITION, ENGINEER SHALL 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 PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.**

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12. **Independent Contractor.** In the performance of work or services hereunder, Engineer shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.

14. **County/County Data**. Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.

15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

    All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

    When performing Services on–site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in

a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

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

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

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

19. **Termination.**

(a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.

(b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:

(1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.

(2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.

(3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.

(4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.

(5) Engineer otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other

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

(6) County shall notify Engineer in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.

(7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.

(c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.

(d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to Engineer.

20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots,

epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer shall not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.

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:**
Thompson Engineering, Inc.
10665 Richmond Ave. Building 5, Suite 192
Houston, Texas 77042

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. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

42. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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

**FORT BEND COUNTY, TEXAS**

KP George, County Judge

June 25, 2025
Date

**ATTEST:**

Laura Richard, County Clerk

**THOMPSON ENGINEERING, INC.**

Authorized Agent – Signature

Katie Parker
Authorized Agent- Printed Name

Senior Vice President
Title

May 30, 2025
Date

**APPROVED:**

J. Stacy Slawinski, County Engineer

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of **$** 409,071.75 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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# EXHIBIT A

(Engineer's Proposal Follows Behind)

**Project:** **Fort Bend County 2023 Mobility Bond Program**
**23210a Needville Fairchilds Rd Segment 2**
**Needville, Texas**

**Prime Consultant:** **Thompson Engineering**

**EXHIBIT 'A'**

# 1. Project Understanding

Thompson Engineering understands that the project involves the full-depth reconstruction of approximately 2,800 linear feet of Needville Fairchilds Rd, extending from approximately 2,500 feet north of SH-36 to Padon Rd in Needville, Texas. The existing roadway is a 24 ft wide, two-lane asphaltic concrete roadway with roadside ditches. The road features unpaved driveways on both sides and overhead powerlines along the south side. The existing right-of-way (ROW) within the project limits has not yet been determined but will be assessed during design

**Proposed Improvements:**

Thompson Engineering understands that the proposed improvements will consist of the following elements:

- Full-depth reconstruction of the existing roadway to provide a concrete surface.
- Two 12 ft wide lanes with two 6 ft wide shoulders.
- A drainage system, which will be determined during the 30% design and may include roadside ditches or a closed storm sewer system.
- The addition of auxiliary lanes at Padon Rd intersection and at specified developer tracts to facilitate turning movements.

The project will maintain the existing posted speed limit of 45 mph, with the final speed limit to be confirmed upon project completion. All design work will be completed in accordance with the Fort Bend County Engineering Department Design Manual, latest edition with any interim revisions.

# 2. Scope of Services

## 2.1. 30% Preliminary Design

The primary goals of preliminary design are to:

a. Establish a typical cross section and cross sections in nonstandard areas
b. Determine drainage system needs

c. Identify ROW needs and prepare preliminary acquisition plans in compliance with the manual's ROW guidelines.
d. Conduct utility research and prepare a Utility Conflict Table to document existing utilities and potential conflicts, facilitating coordination with service providers.
e. Perform a comprehensive site visit to verify existing conditions and collect additional data as needed.
f. Conduct a detailed topographic survey to gather data on existing features, using GPS VRS/RTK methods or conventional surveying techniques. Identify problem areas and potential resolutions
g. Prepare a reasonable construction cost estimate
h. Work with the Segment 1 Design Consultant, City of Needville, and Environmental Consultant to ensure design alignment, approvals, and regulatory compliance.
i. Prepare 30% plans

### 2.1.1. Preliminary Design Report

The Preliminary Engineering Report (PER) will include a summary of key findings from the preliminary design, covering survey data, geotechnical results, utility conflicts, and coordination activities. It will also contain typical sections, a drainage analysis, geotechnical recommendations, a preliminary cost estimate, and an environmental overview if applicable. In accordance with the latest edition of the Fort Bend County Engineering Design Manual, the PER will be submitted in PDF format for review by the Program Manager. After this, a 45-minute PowerPoint presentation will be given to the Fort Bend County Engineering Department, Program Manager, and Precinct 2 Office to discuss and gather feedback.

### 2.1.2. Utility Coordination

Thompson Engineering will prepare a Utility Conflict Table with identification numbers from providers, included in the project documents for effective coordination. All communications with utility companies will be logged for easy reference. Detailed research will locate underground utilities, using data from markers and maps requested from major providers. Utilities will be shown accurately in the plan and profile drawings, highlighting lines 4 inches or larger within the right-of-way.
A conflict table will be created in the Preliminary Design phase to identify potential conflicts, with updates during the Final Design phase. Milestone drawings will be sent to utility companies for review, ensuring early detection of conflicts. Fort Bend County and its Program Manager will help identify major utilities and lead coordination for any needed adjustments during design and construction.

### 2.1.3. Survey

Tejas Surveying will conduct a topographic route survey as outlined in the scope of services. The survey will include cross sections taken at intervals not exceeding 100 feet along Needville Fairchilds Rd and additional 50-foot intervals for 100 feet in each cardinal direction at the intersection with Padon Road. Cross sections will extend 25 feet northwest and 40 feet southeast of the existing right-of-way, capturing natural ground, tops of bank/ditch, toe of slope, flowlines, grade breaks, edge of road, and centerline shots.

Horizontal and vertical control will be established based on GPS observation using the Leica RTN system, with control points spaced no more than 1,000 feet apart. Control will be referenced to the Texas Coordinate System of 1983 (South Central Zone) for horizontal control and tied to the nearest Fort Bend County Survey Control Monument for vertical control. High order level loops will be utilized to refine vertical accuracy.

Visible and marked utilities will be located based on One-Call Utility Locators' markings, and elevations for manholes, culverts, and flowlines will be documented where accessible. Subsurface utility exploration is excluded from the scope. Deliverables will include AutoCAD drawings (NAD '83), ASCII point files, DTM surfaces, and signed survey control sheets. The survey will be completed within 30 days from notice to proceed, with follow-up surveys requiring a three-business-day notice.

### 2.1.4. Geotechnical Investigation

Terracon will carry out the geotechnical investigation as outlined in the proposal. The work includes drilling six borings to a depth of 20 feet along the Needville Fairchilds Rd alignment using a truck mounted drill rig. Soil samples will be collected continuously up to 15 feet and at 5-foot intervals beyond this depth, using split barrel and thin-walled tube samplers according to ASTM D1586 and ASTM D1587 standards.
Laboratory testing will cover moisture content (ASTM D2216), Atterberg limits (ASTM D4318), density (ASTM D7263), unconfined compressive strength (ASTM D2166), Proctor compaction (ASTM D698), and California Bearing Ratio (CBR) (ASTM D1883). The results will inform the design, including an 8in thick reinforced concrete pavement over an 8-inch chemically stabilized subgrade.
Groundwater levels will be recorded during drilling and 24 hours after completion. Boreholes will be backfilled with auger cuttings, and any pavement disruption will be repaired using asphaltic concrete. The final geotechnical report will provide boring logs, soil classifications, groundwater data, and recommendations for subgrade preparation, pavement design, and storm sewer support, ensuring compliance with Fort Bend County standards.

### 2.1.5. Environmental Investigations

The County will prepare the Environmental investigations and include them in the Preliminary Engineering Report. Thompson Engineering will review to identify necessary permits and coordination with agencies. If environmental issues arise during geotechnical drilling, the County will be notified, and all sampling will follow applicable regulations as per the FBC Engineering Design Manual.

The compensation for preliminary design services will be a lump sum fee, billed monthly based on the percentage of completion for each task. Major tasks, including design, survey, geotechnical, and others, will be itemized in the invoices.

## 2.2. Final Design

Based on the feedback from the 30% plans submittal, Thompson Engineering will proceed with the final design of the project, which will include all necessary drawings, specifications, and cost estimates for permitting and construction. Interim submittals will be made at 70% and 95% completion, as detailed below:

### 2.2.1. 70% Submittal:

- **Digital Submission**: Provide a PDF of the drawings and estimate for review.
- **Cover Sheet**: The cover sheet will include project details, vicinity maps, signatures, and the design firm's information.
- **Index of Sheets**: An index listing all sheets in the plan set will be provided by the design consultant.
- **General Notes**: This section will summarize design assumptions, standards followed, and any specific project constraints.
- **Typical Sections**: Typical sections will show pavement details, ROW limits, utilities, and roadway dimensions.
- **Overall Project Layout**: A high-level view of the project showing major features and design elements will be included.
- **Horizontal Alignment Data**: Detailed horizontal alignment data will display the centerline and alignment parameters.
- **Survey Control Map**: The survey control map will show project alignment and control points used in the design.
- **Drainage Area Map with Hydraulic Calculations.**
- **Plan and Profile Sheets**: These sheets will use a minimum 1" = 40' horizontal scale and a 1" = 4' vertical scale, showing existing and proposed.
- **Intersection and Side Street Layouts**: Detailed layouts for all intersections and side streets will be provided.
- **Traffic Control Plan**: The traffic control plan will outline phasing and measures for managing traffic during construction.
- **Storm Water Pollution Prevention Plan (SW3P)**: The SW3P will include erosion and sediment control measures for the project.
- **Signing & Pavement Markings**: Plans for road signs and pavement markings will be included, following design standards.
- **Specification Table of Contents**: A table of contents listing applicable standards such as Harris County and TxDOT Specifications will be provided.
- **Bid Form**: A draft bid form aligned with the design details will be included for contractor bidding.
- **Construction Cost Estimate**: A preliminary cost estimate in PDF and Excel formats will break down quantities and costs.
- **KMZ File of Current Design**: An updated KMZ file will show the 70% design layout and proposed ROW.

- **70% Review Checklist**: A completed checklist will verify that all required elements are included in the submittal.

Drawings, specifications, and estimates must be submitted electronically in PDF format with a page size of 11 inches height x 17 inches sheets.

### 2.2.2. 95% Submittal

- **Digital Submission**: Provide a PDF of the drawings, specifications, and estimate for review.
- **Updated Plan Set**
- **Earthwork Quantities with Cross Sections at 100-foot Intervals**: Earthwork quantities will be verified using cross sections spaced every 100 feet.
- **Standard Construction Details**: All construction details will be finalized and included, reflecting the latest design updates.
- **Project Manual**: The manual will include the bid form, updated specs list, and special conditions, excluding final contract documents.
- **KMZ File**: An updated KMZ file will show the 95% design layout and proposed ROW.
- **Responses to 70% Comments**: All comments from the 70% submittal will be addressed and documented with updates.
- **95% Review Checklist**: A completed checklist will ensure all required items for the 95% submittal are included.

### 2.2.3. 100% Submittal:

- **Final Digital Submission:** A signed and sealed PDF of the complete design plans will be provided for final approval.
- **Project Manual**: The project manual will include the finalized bid form and a complete list of specifications.
- **Construction Cost Estimate**: An updated cost estimate will reflect the final design quantities and be submitted in PDF and Excel formats.
- **Final KMZ File**: A final KMZ file will display the design layout and proposed ROW for easy review.
- **Responses to 95% Comments**: All feedback from the 95% submittal review will be addressed and incorporated.
- **Calendar Days for Construction**: A recommendation for the maximum number of calendar days needed for construction will be provided.
- **100% Review Checklist**: A completed checklist will verify that all required items are complete and ready for final review/approval.

Final design efforts are considered complete when the County approves the documents, as indicated by the County Engineer's signature on the cover sheet. As part of the final design, Thompson Engineering will register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain TDLR review and approval of the construction plans. The Program Manager will manage TDLR inspections. Payment for the final design efforts is based on a lump-sum fee, billed monthly as a percentage of completion.

## 2.3. Bid Phase

The Engineer will perform the following during the bid phase of the project:

- Prepare a comprehensive Project Manual in PDF format, including the bid form, specification table of contents, and all required design documents.
- Provide Excel format bid form with locked cells for unit pricing, including formulas for automatic total calculations.
- Representatives from the prime consultant will attend the pre-bid meeting to provide a project overview and respond to any bidder questions.
- Respond to or issue any necessary addendums directed to us by the Purchasing Agent.
- Review of Bid Tabulations.

## 2.4. Construction Phase (Upon Request)

- Attend the Pre-Construction Conference.
- Review Contractor's submittals.
- Provide responses to the Contractor's Requests for Information (RFIs).
- Prepare the Record Drawings.

All services during the bid and construction phases will follow a Time and Materials (T&M) payment structure, with a maximum fee agreed upon by the County, the project management team, and our firm. We will provide detailed monthly invoices, listing the hours worked by each team member category at rates approved by the County. The County's tax-exempt status means no tax charges will be applied; a tax exemption form can be provided by the project manager to ensure compliance.

# 3. Compensation

The total compensation for all phases of services outlined in this agreement shall not exceed Four Hundred Nine Thousand Seventy-One and 75/100 dollars ($409,071.75). This amount represents a lump sum compensation for all tasks and deliverables specified in the scope of work, except for the Bid and Construction Phase, provided upon request, which will be billed on a T&M basis. The following breakdown details the fees associated with each phase.

| | | | |
|---|---|---|---|
| 1 | **30% Preliminary Design (LS)** | | $ 76,530.50 |
| 2 | **Final Design (LS)** | | $ 220,563.25 |
| 3 | **Bid & Construction Phase (T&M)** | | $ 29,804.00 |
| | | **Sub-Total Basic Services (1-3):** | $ 326,897.75 |
| | **Basic Services (A & B)** | | |
| **A.** | **Survey (LS)** | | |
| | Deed Research | $ 1,550.00 | |
| | Right-of-Entry | $ 919.00 | |
| | Control Map | $ 8,685.00 | |
| | Topographic Route Survey | $ 20,334.00 | |
| | Utility Research and Surveying | $ 946.00 | |
| | Locate Soil Borings | $ 2,238.00 | |
| | Right-of-Way Map | $ 6,591.00 | |
| | | **Subtotal (Item A)** | $ 41,263.00 |
| **B.** | **Geotechnical Report (LS)** | | |
| | Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting | $ 15,700.00 | |
| | Traffic Control | $ 6,600.00 | |
| | | **Subtotal (Item B)** | $ 22,300.00 |
| | | **Subtotal Basic Services (1-3)+(A&B):** | $ 390,460.75 |
| | **Optional Additional Services, As Authorized, but not limited to** | | |
| | Parcel Exhibits and Descriptions | $ 7,500.00 | **Up to 3 Parcels - $ 2,500 each** |
| | Detention Pond Survey | $ 3,550.00 | |
| | Stake Project ROW | $ 4,540.00 | |
| | Refresh Survey Control | $ 3,021.00 | |
| | | | $ 18,611.00 |
| | | **TOTAL SERVICES (BASIC & ADDITIONAL)** | $ 409,071.75 |

## 4. Schedule of Rates

These rates are for the year 2024 for Thompson Engineering. For the survey and geotechnical rates, see the respective proposals submitted by Tejas Surveying and Terracon for detailed information on their applicable rates.

| ROLE | RATE |
|---|---|
| PRINCIPAL | $336.00/hour |
| DEPARTMENT MANAGER | $298.00/hours |
| SENIOR PROJECT MANAGER | $237.00/hour |
| PROJECT MANAGER | $189.00/hour |
| PROJECT ENGINEER | $171.00/hour |
| SENIOR DESIGNER | $137.00/hour |
| CAD TECHNICIAN | $108.00/hour |
| CLERICAL | $88.00/hour |

## 5. Project Schedule

The Preliminary Design Report is scheduled for completion within six months of the notice-to-proceed. The 70% Design Submittal is anticipated by March 2026, followed by the 95% Design Submittal in June 2026. The Final Plan Submittal will be delivered by August 2026. Construction Phase Services will be handled promptly as needed for each task

TEJAS SURVEYING
MBE | SBE | DBE | HUB | SDVOSB

Pedraza Surveying, LLC dba Tejas Surveying
1810 First Oaks St, Suite 220, Richmond, TX 77406
Phone No. (281) 240-9099 | TBPELS Reg. No. 10194739

February 24, 2025

Mo Almothaffar, P.E.
Thompson Engineering
10665 Richmond Avenue
Building Five, Suite 192
Houston, Texas 77042

***Via email: malmothaffar@thompsonengineering.com***

**RE: Surveying Services for Fort Bend County Project No. 23210a, Fort Bend County, Texas**

Mr. Almothaffar,

Pedraza Surveying, LLC dba Tejas Surveying (Surveyor) is pleased to submit this proposal to provide the following services for Thompson Engineering in support of the Needville-Fairchilds Road Project, Segment 2. Segment 2 begins approximately 2,500 feet northeast from the intersection of Needville-Fairchilds Road and State Highway 36, thence along Needville-Fairchilds Road to its intersection with Padon Road for approximately 2,800 linear feet in Precinct 2, Fort Bend County, Texas. Tejas Surveying proposes conducting its services in accordance with the specifications set forth for an amount not to exceed FIFTY-NINE THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS ($ 59,874.00):

The Surveying shall include both Basic Surveying Services and Additional specific surveying tasks described more specifically in Exhibit A: Scope of Services To Be Performed by Tejas Surveying. The locations of the surveying to be performed under Segment 2 are more clearly shown on Exhibit C: Project Area. The fees for the survey to be performed at the project site are further explained on Exhibit B: Compensation for Surveying Services.

The project will be drafted in AutoCAD and delivered in NAD ’83 surface position/feet & NAVD88 elevations, at a scale specified by the engineer. In addition, deliverables would include the topographic points file, field book sketches, and relevant photos of any uncommon structures or utility facilities.

Please allow up to 30 days for the collection of data and preparation of initial deliverables once we have received notice to proceed. Additionally, please anticipate providing notice three business days in advance of any follow-up surveying after the initial phase and allow up to three business days for the preparation of those subsequent deliverables once the fieldwork has been completed.

The work will be billed monthly on a percentage complete basis. Any request not covered under the Scope of Services will be billed on a time and material basis, also billed monthly, in accordance with our current rates as shown on Exhibit D: Tejas Surveying 2024 Schedule of Rates. All payments shall be due and payable on a net 30 basis, unless otherwise specified under Owner/Prime Contract. Tejas Surveying would like to be apprised of the billing to Fort Bend County when these surveying expenses are included.

**Respectfully Submitted,**

**Jose A. Pedraza, RPLS, PMP, EIT**
**President**
**Pedraza Surveying, LLC**
**dba Tejas Surveying**

# Exhibit "A"
# Scope of Services To Be Performed by Tejas Surveying

## Base Scope of Services

### Phase I Activities

1. Deed Research and Limited Title Certificates
    a. Research ownership, acreage tracts, & subdivision plats along and adjacent to the project route.
    b. Establish the Existing Right-of-Way of Needville-Fairchilds Road.
    c. Establish the Existing Right-of-Way of Padon Road at project limits.
    d. Establish the Existing Right-of-Way of SH 36 at project limits.

2. Right of Entry
    a. Prepare a request for right-of-entry and notification to adjoining property owners of the proposed commencement of work.
    b. Mail requests to the taxpayer's address, grantor's address listed in deed when appropriate, or hand deliver if necessary.

3. Project Control
    a. Horizontal and Vertical Control will be established at intervals prescribed in the Fort Bend County Design Manual for Mobility Projects, with intervisibility, not to exceed 1,000-foot spacing.
    b. Horizontal control will be established on site based upon GPS observation utilizing the Leica RTN, by multiple observations under different satellite constellations.
    c. Horizontal Control will be based on the Texas Coordinate System of 1983, South Central Zone.
    d. Vertical Control will be established and referenced to the nearest Fort Bend County Survey Control Monument, or NGS if no County Monument are locally established.
    e. High-Order level loops will be utilized to refine vertical control.
    f. Prepare overall Survey Control Layout Sheet and Control Recovery Sheets.

4. Topographic Route Survey
    a. Topographic Cross-Sections will be taken at intervals not to exceed 100 feet, and at any grade breaks, along the existing and proposed right-of-way of Needville-Fairchilds Road. Cross-sections will extend 25 feet northwest and 40 feet southeast of the existing right-of-way, and include natural ground, tops of bank/ditch, toe of slope, flowlines, gradebreaks, edge of road, and centerline shots.
    b. Topographic Cross-Sections will be taken at intervals not to exceed 50 feet, for 100 feet along each cardinal direction from the intersection of Needville-Fairchilds Road and Padon Road.
    c. Texas 811 (One-Call) will be notified 48 hours in advance of the commencement of topographic surveying for marking.
    d. Any utility markings provided by the One-Call Utility Locators will be collected and a reasonable interpretation reflected on finished deliverables.
    e. All visible and apparent utilities will be located.
    f. All manhole elevations, culverts, flowlines, and invert elevations will be located and detailed where accessible.
    g. Subsurface utility exploration to determine exact locations and depths of lines not otherwise accessible by manholes or inlets is specifically excluded from the Scope of Work.

h. Any structures within 100 feet of the current proposed centerline of the road will be generally located.
i. The project baseline shall be staked at its beginning, end, street intersections, angle points, even 1,000-foot stations, and at the beginning and end of curves, if any.

5. Utility Research
   a. Submit a request for gas and electric maps to CenterPoint Energy.
   b. Submit a request for communication base maps to AT&T.
   c. Submit a request for municipal utility construction plans to the City of Needville and Fort Bend County Engineering.
   d. Submit a request for maps to any other utility found present during the fieldwork.

6. Location of Soil Borings
   a. Stake the location of the proposed bore locations using latitude and longitude coordinates provided by the geotechnical consultant.
   b. Record the location and elevation of the borings after drilling.

### Phase II Activities

1. Prepare Right-of-Way Map
   c. Prepare an overall project map showing existing and proposed rights-of-way, based on the approved alignment.
   d. Stake the proposed right-of-way at all PC, PT, angle points, and 500-foot stations.

## Additional Scope of Services

### Phase III Activities

1. Prepare Parcel Exhibits and Descriptions
   a. Prepare individual survey exhibits for up to three proposed right-of-way parcel acquisitions.
   b. Prepare individual metes and bounds descriptions for each proposed acquisition.
   c. Stake the right-of-way line at all intersecting property lines.

2. Detention Pond Survey
   a. Boundary survey with topography to define one 1.5- to 2-acre detention facility, as defined by the Engineer. This proposal assumes that the proposed detention facility will not be heavily vegetated or wooded.

### Phase IV Activities

1. Project Control Refresh/Restake for Construction
   a. Stake project right-of-way for utility relocation control, as needed.
   b. Refresh the survey control for commencement of construction, as needed.

2. Right-of-Way Staking
   a. Stake proposed right-of-way at 200-foot intervals, or as additionally requested per client.

## Deliverables

### Phase I

- Topographic Survey in CAD (AutoCAD Civil 3D 2018 format .dwg)
- 2D Planimetric (.dwg)

- ASCII PNEZD Point File (.txt)
- 3D Surface File (LandXML .xml or TIN file)
- Survey Control Sheets (AutoCAD .dwg and signed .pdf)

## Phase II

- Right-of-Way Map (AutoCAD Civil 3D 2018 format .dwg and .pdf)

## Phase III

- Signed and Sealed Survey Exhibits (Letter Size .pdf)
- Signed and Sealed Metes and Bounds Descriptions (Letter or Legal Size .pdf)
- Unsigned Metes and Bounds Description in Word format (.docx)
- Detention Pond Survey
    - Boundary Survey (Signed and sealed .pdf)
    - Topographic Survey in CAD (AutoCAD Civil 3D 2018 format .dwg)
    - ASCII PNEZD Point File (.txt)
    - 3D Surface File (LandXML .xml or TIN file)

# Exhibit "B"
# Compensation for
# Surveying Services

The total of all fees for Base Scope of Services performed by the Surveyor under this agreement shall not exceed the total amount of Forty-One Thousand Two Hundred Sixty-Three and 00/100 ($ 41,263.00). It is agreed and understood that this amount will constitute full compensation to the Surveyor.

| **Base Scope of Services** | |
|---|---|
| Deed Research | $ 1,550 |
| Right-of-Entry | $ 919 |
| Control Map | $ 8,685 |
| Topographic Route Survey | $ 20,334 |
| Utility Research and Surveying | $ 946 |
| Locate Soil Borings | $ 2,238 |
| ***Subtotal Phase I Activities*** | **$ 34,672** |
| Right-of-Way Map | $ 6,591 |
| ***Subtotal Phase II Activities*** | **$ 6,591** |
| **Base Scope of Services Total (Lump Sum)** | **$ 41,263** |

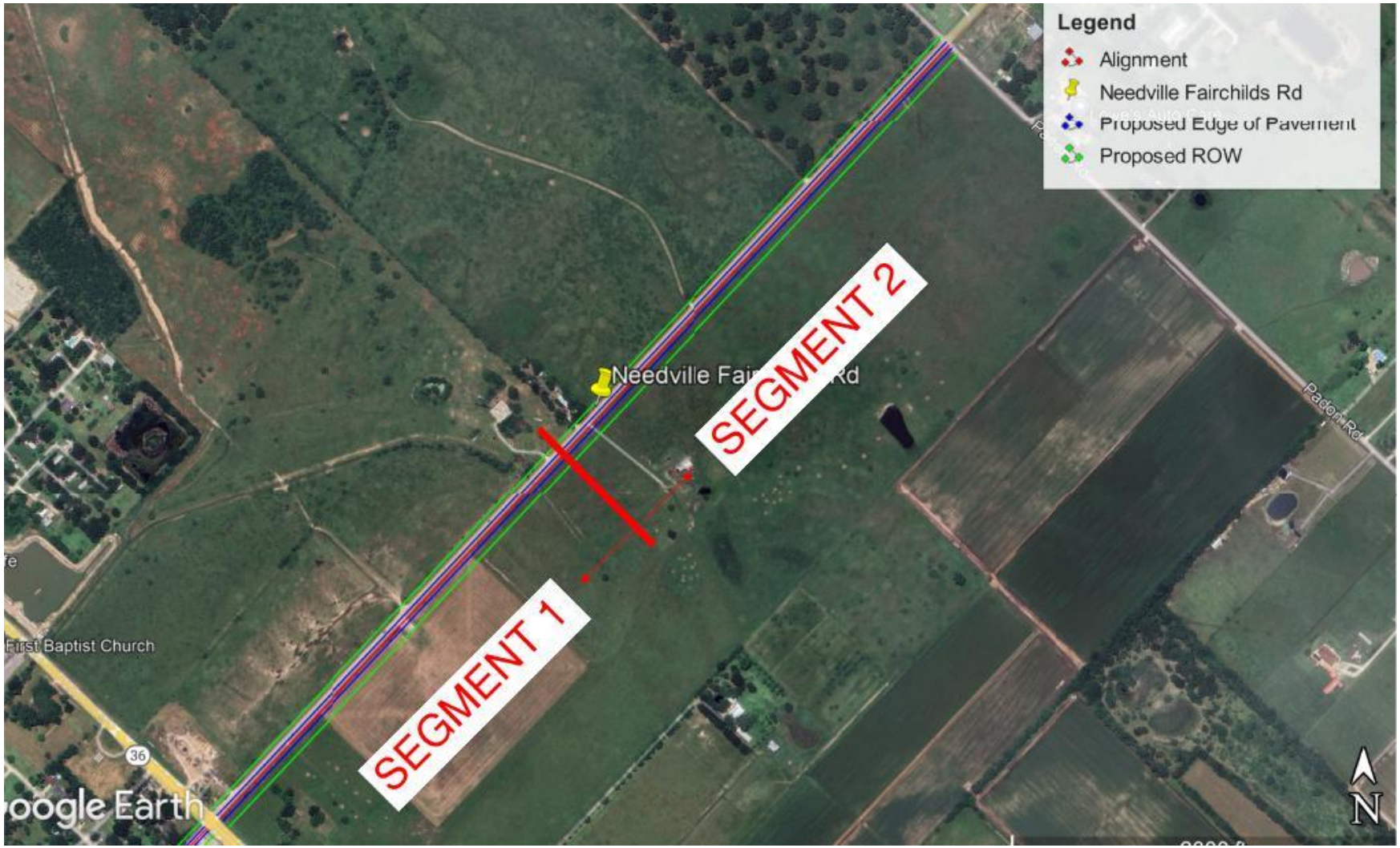
The total of all fees for Additional Scope of Services performed by the Surveyor under this agreement, when authorized, shall not exceed the total amount of Eighteen Thousand Six Hundred Eleven and 00/100 ($ 18,611.00).

| **Additional Scope of Services – As Authorized** | |
|---|---|
| Parcel Exhibits and Descriptions (Up to 3 Parcels - $ 2,500 each) | $ 7,500 |
| Detention Pond Survey | $ 3,550 |
| ***Subtotal Phase III Activities*** | **$ 11,050** |
| Stake Project ROW | $ 4,540 |
| Refresh Survey Control | $ 3,021 |
| ***Subtotal Phase IV Activities*** | **$ 7,561** |
| **Additional Scope of Services (Lump Sum, Not-to-Exceed)** | **$ 18,611** |

## ***Deliverable Schedule***

All Phase I activities will be completed within 30 days from notice-to-proceed. Phase II and Phase III activities will be completed within 30 days from authorization to proceed with those tasks.

**Exhibit "C"**
**Project Area**



MBE | SBE | DBE | HUB | SDVOSB

Pedraza Surveying, LLC dba Tejas Surveying
1810 First Oaks St, Suite 220, Richmond, TX 77406
Phone No. (281) 240-9099 | TBPELS Reg. No. 10194739

# Exhibit "D"
# Tejas Surveying
# 2024 Schedule of Rates
Effective December 1st, 2023

| | |
|---|---|
| **Professional Services** | |
| Principal, Consulting, & Professional Witness | $ 300/hour |
| Registered Professional Land Surveyor | $ 225/hour |
| Metes & Bounds Description | $ 350/description |
| **Survey Project Management** | |
| Senior Project Manager | $ 175/hour |
| Project Manager | $ 145/hour |
| Assistant Project Manager/Surveyor-In-Training | $ 125/hour |
| **Land Surveying (Field Crew)** | |
| 3-man Crew | $ 225/hour |
| 2-man Crew | $ 195/hour |
| 1-man Crew | $ 135/hour |
| **Drafting & Research Services** | |
| Survey Technician | $ 115/hour |
| CAD Technician/Drafter | $ 105/hour |
| Abstractor | $ 95/hour |
| **Aerial Mapping** | |
| sUAS Drone Operator | $ 300/hour |
| sUAS Drone Technician (Processing) | $ 135/hour |
| **Administrative Services** | |
| Administrative Assistant | $ 85/hour |

11555 Clay Road, Suite 100
Houston, Texas 77043
P (713) 690-8989
**Terracon.com**

November 18, 2024

Thompson Engineering, Inc.
10665 Richmond Avenue, Building 5, Suite 192
Houston, Texas 77042

**Attn:** Mr. Omar Alhammouri – Business Development
P: (888) 292-2443
E: omar@thompsonengineering.com

**RE:** Cost Estimate for Geotechnical Engineering Services
Needville Fairchilds Road - Segment 2
Needville Fairchilds Road and Padon Road
Needville, Texas
Terracon Document No. P92245547.Revision1

Dear Mr. Alhammouri:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project in Needville, Texas. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following are exhibits to the attached Master Services Agreement – Task Order.

| | |
|---|---|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location |
| Exhibit E | Anticipated Exploration Plan |

Our base fee to perform the Scope of Services described in this document is **$22,300**. **Exhibit C** includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Task Order to our office. The Task Order refers to the previously signed Master Services Agreement between Terracon and Thompson Engineering, Inc. (Thompson), dated March 26, 2013. If you have any questions, please do not hesitate to contact us.

Sincerely,

**Terracon Consultants, Inc.**
(Texas Firm Registration No.: F-3272)

Vanessa Khoury, E.I.T.
Staff Geotechnical Engineer

Karla I. Stringer, P.E.
Group Manager

Rebecca C. Rice, P.E.
Department Manager (Conroe)

# Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Tetra Tech, Inc. (Tetra Tech) and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Tetra Tech and/or the design team verify all information prior to our initiation of field exploration activities.

## Planned Construction

| Item | Description |
|---|---|
| **Project Description** | The project consists of the full-depth reconstruction of approximately 2,800 linear feet (LF) of the existing Needville Fairchilds Road from approximately 2,500 feet north of State Highway (SH) 36 to Padon Road. |
| **Proposed Improvements** | We understand the proposed improvements are planned to be designed and constructed in accordance with the Fort Bend County Engineering Department Design Manual, August 2024 Edition. Improvements associated with the project include:<br>▪ Concrete roadway with two 12-foot-wide lanes, two 6-foot-wide shoulders, and a drainage system to be determined during design that will consist of either roadside ditches or a storm sewer. In addition, auxiliary lanes are being considered to allow turning movements at the Padon Road intersection and at specified developer tracts.<br>▪ We anticipate the pavement cross-section will consist of 8 inches of reinforced concrete over 8 inches of chemically stabilized subgrade.<br>▪ We anticipate the storm sewer will be installed along the roadway alignment using open-cut construction methods. We assume the maximum embedment depth of the storm sewer will be 10 feet below existing grade. |

| Item | Description |
|---|---|
| **Assumed Traffic Loads** | Detailed traffic information was not available at the time of this cost estimate. We anticipate that traffic will likely consist of passenger vehicles, delivery and garbage trucks, and school buses. |

## Site Location and Anticipated Conditions

| Item | Description |
|---|---|
| **Project Location** | The project is located along the existing Needville Fairchilds Road extending from about 2,500 LF north of SH 36 to Padon Road in Needville, Texas.<br>Latitude: 29.3970°, Longitude: -95.8175° (approximate center of alignment)<br>(**See Exhibit D**) |
| **Existing Improvements** | Based on aerial images and information provided by Tetra Tech, we understand the existing Needville Fairchilds Road is a 24-foot-wide, two-lane asphaltic concrete roadway with roadside ditches and unpaved driveways on both sides of the roadway, and overhead powerline along the south side of the roadway. |
| **Current Ground Cover** | Asphaltic concrete pavement and crushed stone material |
| **Existing Topography** | Relatively level |
| **Site Access** | We expect the site and exploration locations are accessible with our standard truck-mounted drilling equipment and support vehicles during normal business hours.<br>Because this project is located along a major thoroughfare, we have considered traffic control services in our scope of work during our drilling activities. |
| **Expected Subsurface Conditions** | Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions will likely consist of thick interbedded layers of clay, fine sand, and silt from the Beaumont Formation. |

# Exhibit B – Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

## Field Exploration

The field exploration program is anticipated to be completed with two days of on-site activities and includes subsurface borings as described below:

| Number of Borings | Planned Boring Depth (feet) [1] | Planned Location [2] |
|---|---|---|
| 6 (B-1 through B-6) | 20 | Along the proposed Needville Fairchilds Road Segment 2 alignment |
| **6** | **120** | **Total** |

1. Below grade at the time of our field program.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

**Boring Layout and Elevations:** We will use handheld Global Positioning System (GPS) equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

**Subsurface Exploration Procedures:** We will auger through the existing pavement to access the underlying subgrade soils, as appropriate. We will advance borings with a standard truck-mounted drill rig using continuous flight augers. Samples will be obtained continuously in the upper 15 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

In addition, we plan to collect one bulk sample of on-site subgrade soils adjacent to the roadway from 0 to 2 feet to perform one California Bearing Ratio (CBR) test and one proctor test.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

**Property Disturbance:** Terracon will make reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings upon completion and patch the pavements with asphaltic concrete patch product, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the boreholes. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

**Site Access:** Terracon must be granted access to the site by the site owners and Fort Bend County. We understand that a Right-of-Entry (ROE) permit will be obtained by Thompson and will be provided to Terracon to perform our field program. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with Texas 811, a free utility locating service, to help locate public utilities within dedicated public easements. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

**Traffic Control:** For the work scope of this cost estimate we have budgeted for subcontracting traffic control services including two police officers during our drilling activities, which is anticipated to take two days. This cost estimate is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure. A Truck-Mounted Attenuator (TMA) is not part of our Scope of Services. If a TMA is required , we can provide the additional cost for this service, if requested.

## Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test to be performed. We anticipate the following laboratory testing may be performed:

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Method for Determining the Amount of Materials Finer than No. 200 Sieve in Soils by Washing

- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil
- ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3))
- ASTM D1883 Standard Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils

Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site and subgrade preparation
- Pavement design guidelines and calculated equivalent single-axle load (ESAL)
- Uplift and lateral earth pressures recommendations for storm sewer
- Excavation and temporary groundwater control considerations for storm sewer
- Bedding and backfill guidelines for storm sewer

In addition to an emailed report, your project will also be delivered using our client portal **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Project information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

# Exhibit C - Compensation and Project Schedule

## Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is shown in the following table:

| Task | Lump Sum Fee |
|---|---|
| Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting | $15,700 |
| Traffic Control (2 days) | $6,600 |
| **Total** | **$22,300** |

Our Scope of Services does not include services associated with site clearing, special equipment for wet/soft ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this cost estimate. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental cost estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

## Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

| Delivery on Compass | Schedule [1, 2] |
|---|---|
| Project Planning | 5 working days after notice to proceed |
| Field Work Mobilization | 7 to 10 working days from notice to proceed |
| Site Characterization[3] | 20 working days after completion of field program |
| Geotechnical Engineering [3] | 25 working days after completion of field program |

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. Delivery based on completion of the field program in two days.

## Exhibit D – Site Location

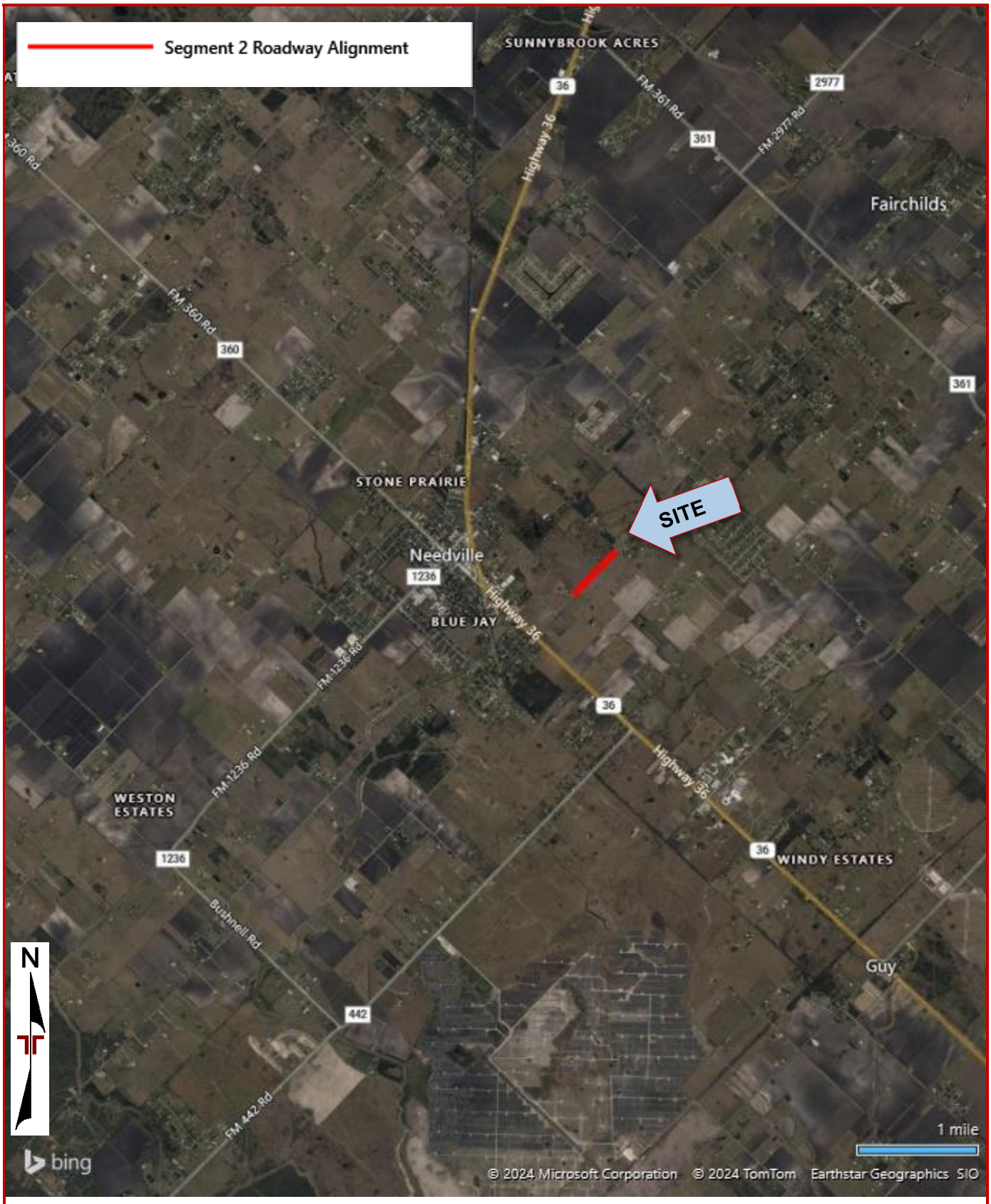



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

## Exhibit E – Anticipated Exploration Plan

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet**

**Project: Needville Fairchilds Road - Segment 2**

**Project No: 23210-2**

**Date: 04/03/2025**

| TASK DESCRIPTION | PRINCIPAL | DEPARTMENT MANAGER | SENIOR PROJECT MANAGER | PROJECT MANAGER | SENIOR PROJECT ENGINEER | PROJECT ENGINEER | ASSOCIATE ENGINEER | GIS SPECIALIST | CADD MANAGER | SENIOR DESIGNER | DESIGNER |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1. Preliminary Design (LS)** | | | | | | | | | | | |
| Establish a Typical Cross Section | | | 1 | 2 | | | | | | 8 | |
| Determine ROW Acquisition Needs | | | 2 | 8 | | 16 | | | | 20 | |
| Determine Potential Conflicts with existing facilities & utilities | | | 2 | 8 | | 24 | | | | | |
| Identify Critical Path Items | | | 4 | 8 | | | | | | | |
| Identify Problem Areas and Potential Resolutions | | | 8 | 8 | | 8 | | | | | |
| Site Visit | | | 4 | 4 | | 4 | | | | | |
| Prepare a Construction Cost Estimate | | | 1 | 8 | | 16 | | | | | |
| Prepare 30% Plans | | | 4 | 10 | | 20 | | | | 20 | |
| Utility Coordination | | | 2 | 8 | | 8 | | | | | |
| Survey - Base Scope of Services | | | | | | | | | | | |
| Geotechnical Investigation | | | | | | | | | | | |
| Coordination with Segment 1 Design Consultant | | | 4 | 20 | | 10 | | | | | |
| Coordination with City of Needville | | | 4 | 8 | | 8 | | | | | |
| Coordination with Environmental Consultant | | | | 8 | | 8 | | | | | |
| PER Preparation & Presentation | 2 | 2 | 4 | 20 | | 20 | | | | | |
| Project Management & Meetings (5 Months) | | | | 10 | | 10 | | | | | |
| Subcontractor Coordination & Management | | | | | | | | | | | |
| Preliminary Phase Expenses (mileage & TDLR fees) | | | | | | | | | | | |
| | | | | | | | | | | | |
| **2. Final Design (LS)** | | | | | | | | | | | |
| Cover Sheet & Index | | | | 1 | | 2 | | | | | |
| General Notes | | | | 2 | | 4 | | | | | |
| Quantities (Summary Sheets - Optional) | | | | 16 | | 40 | | | | | |
| Typical Sections (70%-Final) | | | | 8 | | 16 | | | | 16 | |
| Project Layout | | | | 8 | | 16 | | | | 32 | |
| Drainage Area Maps | | | 4 | 8 | | 20 | | | | 20 | |
| Drainage Calculations | | | 8 | 8 | | 40 | | | | | |
| Plan and Profile Sheets (Roadway, Drainage, Public Utilities) | | | | 16 | | 16 | | | | 40 | |
| Intersection Layouts or Cross Street Details | | | | 2 | | 2 | | | | 4 | |
| TCP Advance Warning Signs | | | | 2 | | 2 | | | | 4 | |
| TCP Overview & Narrative | | | 2 | 4 | | 4 | | | | 4 | |
| Detour Plans (with County Approval only) | | | 2 | 4 | | 8 | | | | 20 | |
| Traffic Control Plan | | | 2 | 4 | | 8 | | | | 30 | |
| Temporary Traffic Signal Plans | | | | | | | | | | | |
| SWPPP Sheets | | | 2 | 4 | | 8 | | | | 20 | |
| Bridge Layouts | | | | | | | | | | | |
| Bridge Detail Sheets | | | | | | | | | | | |
| Design Calculations | | | 16 | 40 | | 40 | | | | 20 | |
| Signing & Pavement Markings | | | | 20 | | 20 | | | | 24 | |
| Traffic Signal & Warrant Study | | | | | | | | | | | |
| Detail Sheets | | | 4 | 8 | | 16 | | | | 24 | |
| Standard Details | | | 4 | 8 | | 16 | | | | 4 | |
| Technical Specifications | | | 8 | 24 | | 40 | | | | | |
| Bid Form | | | 2 | 4 | | 4 | | | | | |
| Construction Cost Estimate | | | 4 | 8 | | 16 | | | | 8 | |
| Utility & Agency Approvals & Signatures | | | 2 | 16 | | 16 | | | | | |
| Cross Sections with earthwork calculations | | | 4 | 8 | | 8 | | | | 24 | |
| Responses to Comments | | | 1 | 2 | | 8 | | | | 16 | |
| TDLR Review Preparation & Response | | | 2 | 8 | | 8 | | | | | |
| Project Management & Meetings (7 Months) | 2 | 4 | 20 | 65 | | | | | | | |
| Final Design Phase Expenses (mileage) | | | | | | | | | | | |
| | | | | | | | | | | | |
| **3. Bid & Construction Phase Services (T&M)** | | | | | | | | | | | |
| Project Manual & Plans (PDF Format on Compact Disc * 28) | | | | 4 | | 8 | | | | | |
| Attend Pre-Bid Meeting | | | | 4 | | 8 | | | | | |
| Answer Bidder Questions & Addendum | | | 2 | 8 | | 16 | | | | | |
| Attend Pre-Construction Meeting | | | | 4 | | 4 | | | | | |
| Review Contractor Submittals | | | | 8 | | 16 | | | | | |
| Answering Requests for Information | | | 2 | 8 | | 16 | | | | | |
| Substantial Completion Walkthrough | | | | 8 | | 8 | | | | | |
| Record Drawings | | | | 8 | | 16 | | | | | |
| Bid & Construction Phase Expenses | | | | | | | | | | | |
| | | | | | | | | | | | |
| **4. Additional Services** | | | | | | | | | | | |
| Right-of-way Parcel Exhibits ($ per parcel) - small parcels (size limits) | | | | | | | | | | | |
| Right-of-way Parcel Exhibits ($ per parcel) - medium parcels (size limits) | | | | | | | | | | | |
| Right-of-way Parcel Exhibits ($ per parcel) - large parcels (size limits) | | | | | | | | | | | |
| Overall Parcel Map | | | | | | | | | | | |
| Survey - Additional Scope of Services | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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**

**Certificate Number:**
2025-1322000

**Date Filed:**
06/10/2025

**Date Acknowledged:**
06/24/2025

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Thompson Engineering
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

23210a
Engineering Design Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)