25-Eng-100835

STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Glenn Lakes Lane - Project No. 23313)

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 iGET Services, LLC ("Engineer"), a Texas corporation. 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 engineering services for the reconstruction of Glenn Lakes Lane from 400 LF East of Hwy 6 to Lantern Trail Dr. under Mobility Bond Project No. 23313; 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 February 27, 2025 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 Seven Hundred Ninety-Three Thousand Five Hundred Three and 08/100 Dollars (\$793,503.08). 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 \$793,503.08. 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 \$793,503.08 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 \$793,503.08.

- 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) <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, 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: iGET Services, LLC

Attn: Satya Pilla

14307 Golf View Trail Houston, Texas 77059 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	IGET SERVICES, LLC
KP George, County Judge	Authorized Agent – Signature
June 25, 2025 Date	Dr. Satya Pilla, P.E., PMP, ENV SP Authorized Agent- Printed Name
ATTEST:	Principal Title
Laura Richard, County Clerk	06-09-2025 Date
APPROVED:	
In Julia	
J. Stacy Slawinski, County Engineer	
AUDITOR'S	CERTIFICATE
I hereby certify that funds in the amount of \$	

Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Engineer's Proposal Follows Behind)

iGET Services LLC



Office: 11200 Westheimer Road, Suite 1025, Houston, TX 77042

Mailing: 14307 Golf View Trl, Houston, TX 77059

Tel: +1.832.858.3982 +1.832.834.3430

Email: info@igetservices.com

Website: www.igetservices.com

Ref: iGET-2504101 February 27, 2025

Mr. Stacy Slawinski, P.E. County Engineer, Fort Bend County 301 Jackson Richmond, TX 77469 281-633-7506

Attn: Mr. Mark Dessens, P.E., Schaumburg & Polk, Inc.

RE: FBC Pct3 23313 - Glenn Lakes Lane Detailed Design, and PS&E for Reconstruction of about 11,600 LF of existing concrete roadway with storm sewers, from 400 LF East of Hwy 6 to Lantern Trail Dr.

Dear Mr. Slawinski,

iGET Services LLC ("iGET") is pleased to present this proposal to Fort Bend County (FBC) for performing Engineering Services for the Detailed Design and PS&E for the above referenced project. The scope, deliverables, schedule, and engineering fee presented in this proposal are based on the Approved PER performed by iGET and submitted to the County in April 2022, and the recent PS&E for the 400 LF of Glenn Lakes Lane adjacent to and East of Hwy 6, performed by iGET and going into construction, and our subsequent discussions with SPI with follow up questions and responses.

Based on our conversations with SPI, it is our understanding that iGET is to provide engineering services to complete the final design, and develop construction documents, for the reconstruction of 4,700 LF of existing 2-lane concrete roadway and 6,900 LF of 24-foot boulevard including curb & gutter. iGET is to perform comprehensive drainage analysis per Atlas 14 flows, perform rehabilitation of the drainage system by re-using storm sewer trunks and laterals as feasible, and replace inlets, manholes and limited laterals as needed. iGET is to address utility relocations, and manage ROE as needed.

The proposed Glenn Lakes Lane corridor is about 11,600 LF and the project area is in 2 segments: (1) a 36 ft. 2-lane concrete roadway with curb and gutter for an extent of 4,700 LF from 400 LF East of the State Hwy 6 to 450 LF East of Highland Lakes Dr., and (2) a continuous 4-lane concrete boulevard roadway with a raised median for an extent of 6,900 LF, from 450 LF East of Highland Lakes Dr. to just before beginning of the Intersection at Misty Hollow Dr., near the Community Center to the East. The roadway reconstruction includes replacement of concrete pavement, storm sewer and drainage system upgrades with all necessary appurtenances, relocation of water and sanitary sewers as needed, and sidewalk upgrades. There are residential homes on either side of the roadway all along the corridor.



Glenn Lakes Lane corridor has seven crossroads, six T-junctions and two bridges along the proposed road reconstruction. A picture depicting the project limits is provided on the last page of this proposal.

Bid and Construction Phase services are not in the proposed scope for this project. An allowance for Construction Phase Services has been allocated in the proposal.

The final design process for this project will be a collaborative effort between the Design Consultant (iGET), the Program Manager (SPI) and County staff (FBCE). Based on this understanding we propose to provide the basic services as outlined in the scope of services shown in **EXHIBIT A**. Cost estimate for this project is given as **Exhibit B**, and the Schedule is given as **Exhibit C**.

Please let me know if you have any questions or need clarifications. I will be pleased to answer.

Sincerely,

S. PML

Dr. Satya Pilla, P.E., PMP, ENV SP

Principal

iGET Services LLC



EXHIBIT A

Scope of Work to be provided by iGET Services LLC

GENERAL DESCRIPTION

It is our understanding that iGET's scope of work is to provide Engineering Services for the Final Design, and develop construction documents for the reconstruction of the Glenn Lakes Lane from 400 ft. to the East of the State Hwy 6 all the way to Lantern Trail Dr. on the East. The corridor is approximately 11,600 feet in length and will consists of (1) a 36 ft. 2-In concrete roadway with curb and gutter for an extent of 4,700 LF from the State Hwy 6 to 450 LF East of Highland Lakes Dr., and (2) a continuous 4-In concrete boulevard roadway with a raised median for an extent of 6,900 LF, from 450 LF East of Highland Lakes Dr. to Lantern Trial Dr. near the Community Center on the East. The roadway reconstruction includes replacement of concrete pavement, storm sewer and drainage system upgrades with all necessary appurtenances, relocation of water and sanitary sewers as needed, and sidewalk upgrades.

The design process will be a collaborative effort between the Design Consultant (iGET), the Program Manager (SPI), and County staff (FBCE).

GENERAL REQUIREMENTS

Design Criteria

- The Engineer shall prepare all work in accordance with the latest version of the Fort Bend County (FBC) Engineering Design Manual, March 2022 Edition, and applicable FBC design standards and details. When design criteria are not identified in FBC manuals, the Engineer shall refer to the American Association of Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets (latest edition), TMUTCD and municipal and/or ETJ design criteria.
- 2. Produce roadway plans including typical-sections, specifications and estimates (PS&E) and prepare construction bid documents.
- 3. All designs for the above work will be in accordance with standards for FBC "Regulations of Subdivisions" (latest edition).
- 4. The project will not have the acquisition of new right-of-way (ROW).
- Drainage system design will follow the drainage studies using Atlas 14 criteria and will conform to the FBC Drainage District Drainage Criteria Manual, Revised 2011, and FBC – Interim Atlas 14 Drainage Criteria Manual and minimum Slab Elevation Criteria. December 2019.
- 6. Submit 70%, and 95% PS&E packages for review by the Program Manager SPI, and FBC Engineering. The final 100% set will incorporate any revisions from the Program Manager SPI (PM), and FBC comments on the 95% set.



- 7. The scope of this project will not include any improvements or changes to the cross streets except signage and/or striping where needed.
- 8. Provide project planning and control to include quality management
- 9. Provide an accurate, complete and constructible set of contract documents.
- 10. FBC will have the ultimate authority for determining what constitutes an accurate, complete and constructible set of contract documents.

100 - PROJECT COORDINATION/ MANAGEMENT

iGET shall be responsible for directing and coordinating all activities associated with the project and to deliver the work on time

110 - Project Coordination

- Provide general coordination with the Project team members concerning administrative and technical issues. Report and coordinate with FBC/PM on any design issues and requests for information.
- Internal administration of the project files. At the completion of the work, the project files will be shipped to the FBC/PM, if requested.

120 - Invoicing/Progress Reports

 Prepare and submit monthly progress reports and invoices to FBC/PM for review andapproval. The invoices will include the progress report and invoice. The progress report will list outstanding issues that need resolution, as well as progress of the tasks and estimated completion dates for the work.

130 - Project Scheduling

Prepare an overall project design schedule detailing the progression of the work. This
schedule will include review dates by the PM/FBC, submittal dates for deliverables, and
estimated time frame to complete the work. The schedule will be updated monthly and
included in the progress report. Changes or adjustments in the schedule caused by
delays due to unforeseen task difficulties or lengthy review times will be shown and
reported to the FBC.

140 - Progress Meetings



 Attend coordination and interim progress review meetings every month or as necessary, to be scheduled on an as-needed basis. Prepare and distribute meeting minutes within five working days after the meeting.



300 - FINAL DESIGN PHASE

Provide detailed construction plans, specifications, final design calculations and estimates as necessary for the improvements to the Glenn Lakes Lane, based on the scope of work provided above and the results of the Preliminary Engineering Phase defined in the PDM and approved by FBC. Typical items during this phase include the following:

310 - Utility Coordination

- Continue to provide utility coordination to address any potential conflicts on the project including the development of designs to avoid and/or minimize conflicts with existing and proposed utilities
- 2. Submit milestone-level drawings to applicable utility companies for their review. Coordinate relocations or adjustments with utility owners.
- 3. If conflict exists with a waterline or Sanitary Sewer, iGET is to prepare design plans unless otherwise coordinated with MUD

320 - Roadway

- 1. Prepare the roadway design and develop the final drawings. The following tasks describe the work to be performed:
 - a. Conduct field trips to the project site to investigate and confirm data and assumptions and assess general conditions as needed
 - Geometric Design using previously approved plans provided, define the horizontal and vertical alignments and typical sections to meet project requirements.
 - c. Utilize existing traffic data and define any required future improvements at the intersections and provide an ultimate intersection design.
 - d. Prepare plan and profile sheets for roadway to a scale of 1"=40' horizontal and 1"=4' vertical on 11"x17" format sheets.

330 - Drainage

- 1. Conduct field trips to the project site to investigate and confirm data and assumptions and assess general drainage conditions as needed.
- 2. Prepare drainage area maps for proposed improvements within the project limits to be included in the project plan set.
- 3. The drainage calculations should be prepared to provide for the ultimate boulevard section. At a minimum the drainage items to be provided shall include the drainage area maps showing the final drainage areas and inlet and storm sewer calculations for revised storm sewer flow elements. All drainage designs will be prepared to conform to existing hydraulic studies identified in the Preliminary Engineering Phase.



- 4. Design and analyze the storm sewer system (including the existing system) utilizing either of the WINSTORM, or SWMM programs, or similar spreadsheet analysis programs and incorporate calculations output to the project plan set
- 5. Drainage system design will be completed depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements, and ditch locations with flow lines as required. This design will be incorporated into the Roadway Plan and Profile sheets to a scale of 1"=40' horizontal and 1"=4' vertical on 11"x17" format sheets. Profiles will show conveyance size and type, slope, existing and proposed grade lines, pertinent hydraulic information, and locations and sizes of inlets and junctions.

340 - Storm Water Pollution Prevention Plans (SW3P)

iGET shall develop SW3P, on separate sheets consistent with the project construction phases, to minimize sediment discharge from the project site through runoff to receiving waterways.

 Prepare an erosion control plan at a 1" = 100' scale or as directed by FBC. The plan will identify the SW3P components that will mitigate the impacts of construction activities. An Erosion Control Plan will be prepared in compliance with FBC regulations and in accordance with the current Texas Commission on Environmental Quality (TCEQ), TPDES General Permit for storm water discharges associated with construction activities.

350 - Construction Sequencing and Traffic Control

- 1. Prepare traffic control plans and details. The traffic control work consists of preparation of Traffic Control Plans (TCP), specifications and general notes, and cost estimate for the various traffic control measures.
- 2. The Engineer shall prepare a TCP with proposed phasing of construction at a scale of 1" = 100' or as directed by FBC. The plan shall identify advanced warning signs on approaches, work areas, temporary paving, temporary signing, detour alignment (approved by FBC), barricades, and other TCP related items. A narrative will be prepared and submitted to the County for review and incorporation into the plans.

360 - Pavement Marking and Signing

1. Prepare Pavement Marking and Signing Plans for the project as necessary and defined in the PER, including modifications to existing signage and cross streets.

372 - General Notes and Specifications

 Coordinate and combine general notes and specifications applicable to the project design. Prepare final general notes documents and specification list in Microsoft Word format. Use Harris County Public Infrastructure Department Standard Engineering Design Specifications for Construction and Maintenance of Roads and Bridges dated 2012, unless instructed otherwise.



374 - Miscellaneous Drawings

- 1. Project Title Sheet iGET shall prepare a title sheet to be used for the construction plans.
- Index Sheets iGET will complete a detailed Index of Sheets that identifies each sheet
 location in the plan set, as well as its corresponding sheet number. The Index of Sheets
 will be updated throughout the submittal process to allow for easier reference during
 the review process.
- 3. Horizontal Data Sheet iGET shall prepare Horizontal Data Sheets.

382 - Quantity Take-offs and Quantity Summaries

 Quantities for construction bid items will be calculated. The quantities will be summarized in tables and organized according to the bid item codes that will be used for construction. A quantity spreadsheet, organized by item per sheet and totaled for the item and the project, will be included with each submittal to PM/FBC.

384 - Construction Cost estimate

1. An estimate of the construction costs will be prepared based on plan quantities in standard Harris County bid format at the 70%, 95%, and final submittal stages of the project. More detailed and refined quantities will be updated for each successive submittal. All estimates shall also be submitted in Microsoft Excel format.

390 - Preparation and Submittal of PS&E

- 1. Provide submittals for the design, including drainage design, for interim progress reviews by PM/FBC at the 70%, 95%, and final completion stage. Incorporate plan sheets and submittals prepared by any subconsultants for this project. All submittals will follow the FBC requirements for content.
- 2. A digital copy in Adobe Acrobat format(PDF) of the drawings, specifications, and cost estimate, along with a KMZ file will also be required.
- 3. The 70 percent submittal should include the following:
 - a. Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
 - b. Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
 - c. Overall project layout (scale as appropriate with sheet references left blank sincethey are subject to change in subsequent submittals



- d. Survey control map
- e. Drainage area map with hydraulic calculations (display calculations clearly for future use by area developers)
- f. Plan and profile sheets (1" =20' plan scale but printed half-size for a 1"=40' scale; all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%)
- g. Traffic control plan (phasing and traffic control; avoid detours unless approved bythe County; use of construction zone standards is encouraged)
- h. Storm Water Pollution Prevention Plan (drawings and text; drawings may consistof a layout and details)
- i. Bridge layout (if applicable)
- j. Specification table of contents (use Harris County Specifications)
- k. Bid form with estimated unit and total costs (spreadsheet based)
- 4. A digital copy in Adobe Acrobat format(PDF) of the drawings, specifications, and cost estimate, along with a KMZ file will also be required.
- 5. The 95 percent submittal should be considered complete with 95% interim seal, and shall include all of the 70 percent requirements plus the following:
 - a. General notes sheet
 - b. Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)
 - c. Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
 - d. Standard construction details
 - e. Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
 - f. Responses to 70 percent comments
- 6. The 100 percent design submittal shall consist of a PDF submittal of the drawings, specifications and estimate sent to the Project Manager. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.
- 7. The final complete (Bid Ready) submittal shall include the electronic files of the Bid Ready set of drawings, specifications, and Project Manual, in Adobe Acrobat (pdf) format, along with a KMZ file for the project. The entire set of construction drawings will be single file in PDF format. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature. These electronic media will be delivered to the County Purchasing Agent for advertising, and also will be provided to the Program Manager. Printed documents are not required.

400 - BID PHASE

410 - Bid Phase Meetings



- 1. Attend Pre-bid meeting as required, furnish revisions related to an addendum, if required.
- 2. The-Purchasing-Agent will forward bidder questions to the Design Consultant, Answers to the questions, as well as any other required changes, will be included in an addendum, prepared by the Design Consultant if necessary. The Purchasing Agentwill distribute the addendum.
- 3. Bid Tabulation and recommendation of award will be performed by the Program Manager for FBC.

500 - CONSTRUCTION PHASE

A lump sum allowance is allocated in this proposal for any future construction phase services for this project.



"EXHIBIT B"

2023 Fort Bend County Mobility Bond Program ENGINEERING FEE SCHEDULE

PROJECT NAME: Glenn Lakes Lane Reconstruction

	11101		OJECT	NUME	BER: F	BC PC	T 3 - 2	3313										
FEE SUMMARY																		
Program Manager: Schaumburg & Polk Inc Prime Consultant: iGET Services LLC																		
TASK DESCRIPTION	PRINC	IPAL	PRO. MANA	JECT AGER	SEN ENGI	IIOR NEER	PRO. ENGI		Е	ΞIT	ENG	NIOR INEER ECH	CA TECH	NICIA	CLE	RICAL	_ L	TOTAL ABOR HRS. & COSTS
Raw Salary	\$	80.00	\$	65.00	\$	58.33	\$	50.00	\$	40.00	\$	36.67	\$	30.00	\$	25.00)	
Raw Salary Multiplier (3.00)	\$	240	\$	195	\$	175	\$	150	\$	120	\$	110	\$	90	,	75	5	
SUMMARY													1.0					TOTAL COSTS BY TASK
BASIC SERVICES - To be Provided by iGET Services LLC	Paymen	t Basis																
100 - PROJECT COORDINATION/MANAGEMENT	Lump	Sum													+		5	67,900.00
300 - DESIGN PHASE	Lump	Sum															,	\$ 647,673.08
																	\$	715,573.08
ADDITIONAL SERVICES - To be Provided by Subconsultants	1														1		-	
400/500 - BID & CONSTRUCTION PHASE (IGET - Allowance NTE)	Time & M	laterials													+		-	\$ 57,930.00
214 ADDITIONAL SURVEY (Landtech - Allowance NTE)	Time & M	laterials															_	\$ 20,000.00
																	;	\$ 77,930.00
GRAND TOTAL																		\$ 793,503.08

SUMMARY	
BASIC SERVICES - iGET	\$ 715,573.08
ADDITIONAL SERVICES	\$ 77,930.00
GRAND TOTAL	\$ 793,503.08



"EXHIBIT B"

2020 Fort Bend County Mobility Bond Program ENGINEERING FEE SCHEDULE

SERVICES																
		PROJE	CT NUM	nn Lakes /IBER: FI R NAME:	BC PC	CT 3	- 23313									
FEE SUMMARY	*															
iGET Services LLC																
TASK DESCRIPTION	PRINCIPAL		JECT IAGER	SENIOF ENGINE			JECT INEER	E	ΙΤ	SEN ENGIN	NEER	ADD NICIAN	CLERI	CAL	LAB	OTAL OR HRS. COSTS
Raw Salary	\$ 80.00	\$	65.00	\$ 58	3.33	\$	50.00	\$	40.00	\$	36.67	\$ 30.00	\$	25.00		
Raw Salary Multiplier (3.00)	\$ 240	\$	195	\$	175	\$	150	\$	120	\$	110	90	\$	75		
100-PROJECT COORDINATION/ MANAGEMENT																
110 - PROJECT COORDINATION	12		64				24									100
120 - INVOICES/PROJECT PROGRESS REPORTS	16		32	24									48	l		120
130 - PROJECT SCHEDULING	16		24													40
140 - PROGRESS MEETINGS	24		64										48	li .		136
Project Management & Meetings (6 months Typical)					_											
HOURS SUBTOTALS	68		184	24	-		24						96	9		396
TOTAL LABOR COSTS	\$ 16,320.00		5,880.00	\$ 4,20	0.00		3,600.00						\$ 7,3		_	67,200.00
	,						.,									
SUBTOTAL															\$	67,200.00
DIRECT EXPENSES PROJECT COORDINATION																
MILEAGE f@ \$0.545 Der mile	25 Trips x 30miles per trip			750		\$	-								\$	
PHOTO COPIES (BW - 8 1/2" x 11"; @ \$0.10 per copy)	Somiles per trip			1000	_	\$	0.10								\$	100.00
PHOTO COPIES (BW - 11" x 17"; @ \$0.20 per copy)		1		1000		\$	0.20								\$	200.00
PHOTO COPIES (Color - 8 1/2" x 11"; @ \$0.70 per copy)		_		250		\$	0.70								\$	175.00
PHOTO COPIES (Color - 11" x 17"; @ \$1.50 per copy)				150		\$	1.50								\$	225.00
SUBTOTAL															\$	700.00
100-PROJECT COORDINATION/MANAGEMENT SUBTOTAL															\$ 6	7,900.00
		-										\$110.00			200	
TASK DESCRIPTION	PRINCIPAL	PROJ MANA		SENIOF ENGINE			JECT INEER	E	IT	SEN ENGIN	NEER	ADD NICIAN	CLERI	CAL	LAB	OTAL OR HRS.
Raw Salary	\$ 80.00	\$	65.00	\$ 58	3.33	\$	50.00	\$	40.00	\$	36.67	\$ 30.00	\$	25.00		30010
Raw Salary Multiplier (3.00)	\$ 240	_			175	\$		\$	120	\$	110	 90	\$	75	_	
200 - ENGINEERING REVIEW																
210 - COLLECT EXISTING DATA	8		48	8			60	3	12	1	2	0	12			180
Early Stakeholder Coordination	8		24	7//0	\neg		12									44
Obtain related data, plans, studies and reports						3	12	3	12	1	2		12			68
Review Data			12			3	24									36
Design Criteria			12	8			12									32
212 - GEOTECHNICAL	0		0	0			0		0	()	0	0			0
Completed During PER																
214 - SURVEYING	0		0	0			0	1	0	()	0	0			0
Completed During PER. Allowance for Additional Services on As needed Basis																
220 - CONDUCT FIELD RECONNAISSANCE	4		16	0			24	2	24	2	4	0	0			92
Site Visits to observe existing conditions - signage, utilities, apurtenances, etc. and identify Repair & Rehabilitation vs Replacements	4		16				24	2	14	2	4					



PROJECT NAME: Glenn Lakes Lane Reconstruction.
PROJECT NUMBER: FBC PCT 3 - 23313
PRIME PROVIDER NAME: iGET Services LLC

FEE SUMMARY

iGET Services LLC

iGET Services LLC																			
TASK DESCRIPTION	PRINCIPA		PROJECT MANAGER			SENIOR ENGINEER			JECT NEER		EIT		NIOR TECH		ADD INICIAN	l C	CLERICAL		TOTAL LABOR HRS. & COSTS
Raw Salary	\$ 80.	.00	\$	65.00	\$	58.3	3	\$	50.00	\$	40.00	\$	36.67	\$	30.00)	\$ 25	5.00	
Raw Salary Multiplier (3.00)	\$ 2	40	\$	195	\$	17	'5	\$	150	:	\$ 120	\$	110	;	90)	\$	75	
300 - DESIGN PHASE																			
310 - UTILITY COORDINATION	4		2	24		0	1	3	36		52	,	0		24		12		152
Verification of utility conflicts			- 1	8			_		8		12								28
Revise utility conflict list at 70% and 95% submittal				8				1	12		24						12		56
Coordinate with utility owners	4		- 1	8				1	16		16				24				68
																			0
320 - ROADWAY	48		1:	28	7	96		2	00		132	3	24		372		24		1324
Review and refine approved Preliminary Roadway Design	4		1	16				1	16		4				8		8		56
Geometric Roadwav Design, Sidewalk Layouts	8		2	24		32		3	32		16				48				160
Prepare Existing and Proposed Typical Sections (70%- Final)			- 3	8					8		16		24		36				92
Plan and Profile Sheets (Roadway) (70%- Final) (includes Drainage Design)	24		2	24	8	48		6	64		48	1	24	9	160				492
Cross Street / DWY Details			2	24		16		1	16			1	20		32				208
Roadway Details	12		1	16				3	32			3	56		56		8		180
Design Cross Sections with earthwork calculations			1	16				3	32		48				32		8		136
330 - DRAINAGE	12		1	00		48		2	12		148		56		112		8		696
Agency Coordination	8		2	24		32		4	18		32								144
Field Visits/ Data Verification			3	8				1	12		12								32
Drainage Area Maps/Calculations			1	12		8		3	32		24				32		4		112
Drainage Design at Retaining Walls																			0
Storm Sewer Design and Hydraulic Data Sheets			1	16				4	18		48	;	32						144
Verification of Existing Storm Sewer Capacity	4		1	16		8		2	24		16								68
Storm Sewer Plan and Profile design including laterals			1	16				3	32						64				112
Temporary Drainage Design			3	8				1	16		16	3	24		16		4		84
340 - STORM WATER POLLUTION PREVENTION PLANS (SW3P)	0		- 1	8		12		1	16		32		32		48		0		148
Investigate and Prepare SWPPP Report			s	4		8		1	8		16	9	16						52
Prepare SWPPP Plan Sheets (70% - Final)			9	4		4			8		16		16		48				96
350 - CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL	24		7	72		0		1:	36		72	2	20	1	248		0		772
TCP Advance Warning Signs	4		i	8				3	32		16		40		40				140
TCP Overview & Narrative	8		1	16				4	18		24				16				112
Detour Plans (with County Approval Only)	4		1	16				2	24		8		48		48				148
Traffic Control Plan	8		3	32				3	32		24	1	32	2	144				372
360 - PAVEMENT MARKING AND SIGNING	8		1	16		12		1	16		32		32		48		0		164
Prepare Signing & Pavement Marking Sheets (70% - Final)	8		1	16		12		1	16		32		32		48				164
372 - GENERAL NOTES & SPECIFICATIONS	16		3	36		0		3	32		24		24		8		8		148
Develop any Special Specifications for Bid Items	6		1	12				1	12		8								38
Prepare Standard Specifications for Bid Items	6			12					12		8		12						50
Prepare General Notes	4		1	2					8		8		12		8		8		60



PROJECT NAME: Glenn Lakes Lane Reconstruction.
PROJECT NUMBER: FBC PCT 3 - 23313
PRIME PROVIDER NAME: iGET Services LLC

FEE SUMMARY

iGET Services LLC

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
Raw Salary	\$ 80.00	\$ 65.00	\$ 58.33	\$ 50.00	\$ 40.00	\$ 36.67	\$ 30.00	\$ 25.00	
Raw Salary Multiplier (3.00)	\$ 240	\$ 195	\$ 175	\$ 150	\$ 120	\$ 110	\$ 90	\$ 75	
74 - MISCELLANEOUS DRAWINGS	14	20	32	92	88	168	160	0	574
Cover Sheet & Index	2	4		4	8	32	16		66
Intersection Detail Sheets (Roundabouts)	4	8	32	40	48	56	96		284
Horizontal Data Sheets	4	4		40	16	48	48		160
Retaining Wall Sheets If Required									0
Prepare Standard Details Sheets	4	4		8	16	32			64
82 - QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	8	8	8	32	56	32	0	0	144
Quantities (Summary Sheets - Optional) (70%, 95%, FINAL)	8	8	8	32	56	32			144
84 - CONSTRUCTION COST ESTIMATES	4	16	4	24	32	0	0	0	80
Construction Cost Estimate (70%, 95%, FINAL)	4	16	4	24	32				80
90 - PREPARATION AND SUBMITTAL OF PS&E	20	72	0	68	72	104	120	0	456
0% PS&E SUBMITTALS	8	24		32	40	48	56		208
Responses to Comments	2	12							14
5% PS&E SUBMITTAL\$	4	8		24	24	40	40		140
Responses to Comments	2	12							14
00% PS&E SUBMITTALS	4	8		4	8	16	24		64
Bid Form									0
Utility & Agency Aoorovals & Signatures		8		8					16
OURS SUBTOTALS	170	564	220	948	796	1028	1140	64	4930
TOTAL LABOR COSTS	\$40,800.00	\$109,980.00	\$38,497.80	\$142,200.00	\$95,520.00	\$113,090.28	\$102,600.00	\$4,800.00	\$647,488.08
SUBTOTAL									\$647,488.08
SUBTUTAL									\$047,466.06
IRECT EXPENSES									
IILEAGE (@ \$0.545 per mile)	10 Trips x 20 mil	es per trip	200	\$ -					\$.
PHOTO COPIES (BW - 8 1/2" x 11"; @ \$0.10 per copy)			200	\$ 0.10					\$ 20.00
PHOTO COPIES (BW - 11" x 17"; @ \$0.20 per copy)			200	\$ 0.20					\$ 40.00
PHOTO COPIES (Color - 8 1/2" x 11"; @ \$0.70 per copy)			50	\$ 0.70					\$ 35.00
PHOTO COPIES (Color - 11" x 17"; @ \$1.50 per copy)			50	\$ 1.50					\$ 75.00
DATA ELECTRONIC MEDIA (@ \$3.00/EA)			5	\$ 3.00					\$ 15.00
									\$ 185.00

"EXHIBIT B"

2020 Fort Bend County Mobility Bond Program ENGINEERING FEE SCHEDULE

PROJECT NAME: Glenn Lakes Lane Reconstruction.

			ROJEC	T NUM	BER:	FBC P	CT 3 - 2											
FEE SUMMARY					93.003 93.400				-									
iGET Services LLC																		
TASK DESCRIPTION	PRIN	ICIPAL		JECT AGER	SEN ENGI	IIOR NEER	PRO. ENGI	JECT NEER	Е	:IT	ENGI	IIOR NEER CH	CA TECHN		CLER	RICAL	LABO	OTAL OR HRS. COSTS
Raw Salary	\$	80.00	\$	65.00	\$	58.33	\$	50.00	\$	40.00	\$	36.67	\$	30.00	\$	25.00		
Raw Salary Multiplier (3.00)	\$	240	\$	195	\$	175	\$	150	\$	120	\$	110	\$	90	\$	75		
400-BID PHASE																		
410 - BID PHASE		8	1	12	(0	2	20		4		0	()	()		44
Proiect Manual & Plans (PDF Format on Compact Disc *28)		4					1	8	- 3	4								16
Attend Pre-Bid Meeting				4				4										8
Answer Bidder Questions & Addendum		4	3	8			,	8										20
Total Labor Costs	\$	1,920.00	\$ 2	2,340.00	\$	-	\$ 3	3,000.00	\$	480.00	\$	*	\$	TQ.	\$	-	\$	7,740.00
Bid Phase SUBTOTAL																	\$7,	,740.00
500-CONSTRUCTION PHASE																		
510 - Lump sum Allowance for Construction Phase Services																		
Lump sum Allowance																		
Construction Phase SUBTOTAL																	\$50	0,000.00
DIRECT EXPENSES																		
MILEAGE (@ \$0.545 per mile)																	\$	
PHOTO COPIES (BW - 8 1/2" x 11"; @ \$0.10 per copy)					20	00	\$	0.10									\$	20.0
PHOTO COPIES (BW - 11" x 17"; @ \$0.20 per copy)					20	00	\$	0.20									\$	40.0
PHOTO COPIES (Color - 8 1/2" x 11"; @ \$0.70 per copy)						50	\$	0.70									\$	35.0
PHOTO COPIES (Color - 11" x 17"; @ \$1.50 per copy)					5	50	\$	1.50									\$	75.0
DELIVERIES (@ \$20.00 per delivery)						1	\$	20.00									\$	20.0
SUBTOTAL																	\$	190.0
500 - CONTRACT- CONSTRUCTION PHASE SUBTOTAL																	\$	57,930.0
SUBTOTAL BASIC SERVICES																		
																	-	

www.landtech-inc.com



May 6, 2025

Dr. Satya Pilla, PE, PMP, ENV SP iGET Services LLC 11200 Westheimer Road, Suite 1025 Houston, Texas 77042

RE: Glenn Lakes Lane Topo Survey Updates for Fort Bend County Precinct 3, Mobility Bond Project Number 23313

Dear: Dr. Pilla

Per our telephone discussion and your request on 05 May 2025, Landtech is pleased to provide this proposal in the amount of +/- \$20,000.00 based upon a Time & Material structure. Below please find a description of the updated services as well as our Contract Rates from the previous work in 2021. These rates would apply to Professional Surveying Services regarding additional Topographic Surveying needs/updates not limited to, but including the following items:

- -Detailed Survey Data at Outfalls
- -Develop and mail out Right-of Entry Letters for any areas where ROE is needed (short of litigation)
- -General Survey Updates where necessary
- -Survey Data at any appurtenances needing replacement
- -Establish or set additional Project Control if necessary

Contract Rates are as follows:

-Project Manager: \$204.00
-Project Surveyor: \$148.11
-Survey Tech: \$105.41
-CADD Tech: \$103.00
-Admin/Clerical: \$68.23
-2-Person Crew: \$150.00
-3 Person Crew: \$180.00

The Surveying Services will be provided in accordance with Chapter 6 of the August 2020 Draft version of the Fort Bend County Engineering Department Engineering Design Manual (Design Manual).

Construction phase services/staking are excluded from this proposal.

This proposal is based upon a Time and Material structure.

Sincerely,

Jacob Lupher, R.P.L.S.

Landtech Inc. Surveying Project Manager



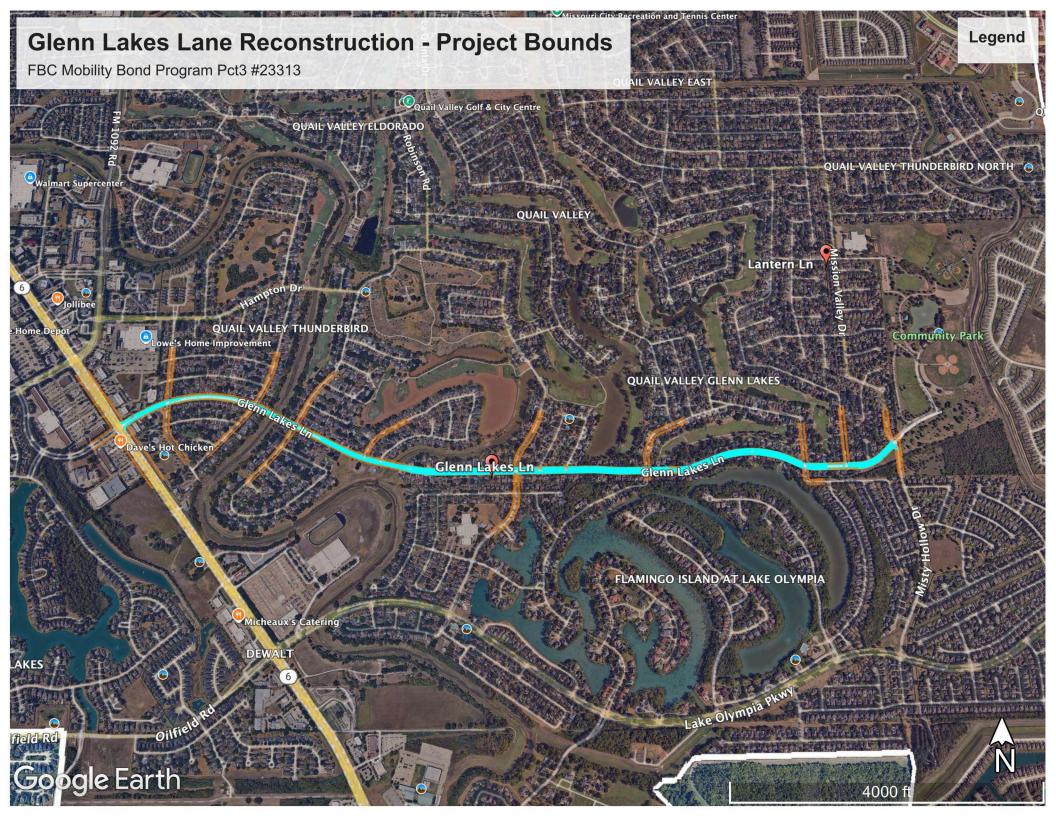
"EXHIBIT C"

2023 Fort Bend County Mobility Bond Program ENGINEERING DESIGN SCHEDULE

"PROJECT NAME: Glenn Lakes Lane Reconstruction.
PROJECT NUMBER: FBC PCT 3 - 23313
PRIME PROVIDER NAME: iGET Services LLC"

	Activity	Duration
	Survey Controls - Concurrent with Existing Conditions Review	20 days
	Detailed Design Roadway Design, Sidewalk Design, Drainage & Detention Design, Utilities Conflict Resolutions, ROW Acquisition	120 days
	70% Construction Plans Submittal	30 Days
Design Phase	Review and Approval	30 days
	Bid Ready 95% Submittal	30 days
	Review and Approval	30 days
	Final Plans 100% Approval	30 days
	Final Plans Review and Approval (County and TXDOT)	30 days
Bidding & Award Phase	Not Proposed	-
Construction Phase	Not Proposed	=
	TOTAL	320 days

PAGE 1 OF 1 GLENN LAKES LANE RECONSTRUCTION - SCHEDULE FOR FORT BEND COUNTY MOBILITY BOND PROJECT NO. 23313: February 27, 2025



CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's place		tificate Number:	
	iGET Services LLC		202	.5-1521045	
	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	06/0	09/2025	
	being filed.		Date	e Acknowledged:	
	Fort Bend County, TX			24/2025	
3	Provide the identification number used by the governmental enti	ty or state agency to track or ide	ntify the	contract, and prov	vide a
3	description of the services, goods, or other property to be provide		ining tino	bonituot, and pro-	, ido d
	Project No. 23313 Glenn Lakes				
	Professional Engineering Services				
_				Nature of	finterest
4	Name of Interested Party	City, State, Country (place of bu	usiness)	(check ap	plicable)
				Controlling	Intermediary
5	Check only if there is NO Interested Party.				
3	Check only if there is No interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my date	e of birth	is	·
	My address is				
	My address is(street)	,, (city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	ct.			
	Executed inCounty	y, State of, on	the	_day of	, 20
				(month)	(year)
		Signature of authorized agent of (Declarant)	contracti	ng business entity	