

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 11:59 p.m. on 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 Five Hundred Forty-Five Thousand, Seven Hundred Thirty-Eight and 00/100 Dollars (\$545,738.00). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.
- (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
- (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Five Hundred Forty-Five Thousand, Seven Hundred Thirty-Eight and

00/100 Dollars (\$545,738.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Five Hundred Forty-Five Thousand, Seven Hundred Thirty-Eight and 00/100 Dollars (\$545,738.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Forty-Five Thousand, Seven Hundred Thirty-Eight and 00/100 Dollars (\$545,738.00).

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

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

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

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

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

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

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR**

ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES 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 incapacities 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: **Brooks & Sparks, Inc.**
Attn: James A. Eggleton
21020 Park Row
Katy, TX 77449

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

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer's Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer's Proposal to County's waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer's Proposal are hereby deleted.
30. **Indemnification by County. ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT**

ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled "Agreement for Professional Engineering Services" and the terms of Engineer's Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
37. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections

2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Engineer is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

41. **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.

{EXECUTION PAGE FOLLOWS}

{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

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

BROOKS & SPARKS, INC.

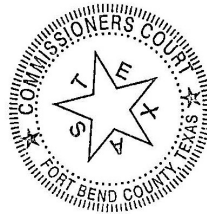
KP George
KP George, County Judge

Randy Sparks
Authorized Agent – Signature

September 24, 2025
Date

Randy Sparks
Authorized Agent- Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

Senior Principal

Title

8/27/2025

Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 545,738.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Engineer's Proposal Follows Behind)

July 23, 2025

Stacy Slawinski, PE
County Engineer
Fort Bend County Engineering Department
301 Jackson Street
Richmond, TX 77471

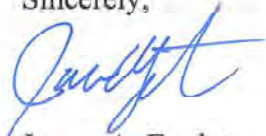
RE: 2025 Proposal for Colony Road between SH 36 and Church Street

Mr. Slawinski,

Brooks & Sparks, Inc. is pleased to submit this proposal for engineering services for the above referenced project. The scope of work described on the following pages includes a preliminary engineering phase, design phase, bidding, and periodic construction phase services.

We look forward to working with the Fort Bend County Engineering Department. If you have any questions or need additional information, please do not hesitate to call our office.

Sincerely,



James A. Eggleton
Senior Vice President

Attachments

PROJECT OVERVIEW

Road Name: Colony Road

Road Classification: Residential

Project Limits: from SH 36 to Church St as depicted on Project Map below

Project Length: Approximately 2,180 LF

Adjacent/Affected Agencies: TxDOT, Fort Bend County, City of Needville

Project Description: **Design and construction of a two (2) lane concrete street with turn lane in places and 5-ft wide sidewalk with stormwater mitigation system within or adjacent to right-of-way.**

Conditions:

	Existing	Proposed
Roadway Type	Asphalt	Concrete
ROW Width	unknown	unknown
Travel Lanes	2-Lane	2 Lane (includes turn lane in places)
Median	N/A	N/A
Cross Streets	SH 36 Francis St Cally Cir	SH 36 Francis St Cally Cir
Drainage System	Open Ditch	Open Ditch Alternative Storm Sewer
Outfalls	Roadside ditch	Roadside ditch Alternative Storm Sewer
Detention Method	N/A	Detention Pond
Bridge	N/A	N/A
Traffic Signals	SH 36	SH 36
Left Turn Lanes	N/A	Francis St Cally Cir
Right Turn Lanes	N/A	SH 36
Sidewalks or Trails	N/A	5 ft wide on both sides
Bike Lanes	N/A	N/A
Impacted Parcels	N/A	27 to be evaluated
Railroad crossings	N/A	N/A
Pipeline Crossings	N/A	N/A

Over the phases of the project, Brooks & Sparks will provide project management services from initiation to completion as described below:

1. Coordination with Subconsultants

Coordinate, monitor and manage the project Subconsultants per determined project duration. Brooks & Sparks, Inc. shall ensure all components in the Scope of Work are being met by monitoring progress and taking corrective action when necessary.

2. Schedule

Provide a detailed project baseline schedule, indicating milestones, major activities and deliverables for Fort Bend Project Manager to review and comment as part of proposal submittal. The schedule shall reflect assumed review times necessary by the agency/ies involved. During the execution of the project the Engineer shall maintain and update the schedule. Adjustments shall be made, if necessary, due to changing circumstances.

3. Invoices

Engineer shall submit, in a format acceptable to Fort Bend, by the end of the month.

4. Status Reports

Prepare status reports of project progress and submit to Fort Bend by the end of the month regardless of invoicing submittals.

5. Permits and Agreements (Interlocal, Utility, Railroad, etc.)

Engineer shall review, comment, and provide Interpose No Objection (INO) concurrence or Agreement documentation as required.

Deliverables: Updated Project Schedule; Project Status Report, and Invoices; Interpose No Objection letters; Agreement Documents

PRELIMINARY ENGINEERING PHASE – TASK 1

Engineer shall perform all PER Phase outlined tasks in accordance to all adopted Fort Bend County standards, guidelines, and specifications.

The Scope of Work for the Study Phase:

A. DRAINAGE

Drainage Report

All work shall be in accordance with Atlas 14 Data.

A. Data Collection and Coordination

1. Collect and review pertinent and available information on the project, any previous analyses and models, the project site, and the surrounding region. Obtain and review LIDAR topographic data. Obtain and review as-built construction drawings of the project area.
2. Field Scoping Meeting – Visit the project site to observe and document the condition of drainage facilities and existing drainage infrastructure.

3. Coordinate as necessary with team members or other agencies including Fort Bend Drainage District.
4. Collect digital files of the hydrologic and hydraulic models, and any available previous study in the vicinity of project site. Obtain and review as built plans for the existing roadways in the vicinity of project site.
5. Determine the proper methodology to use for the project based on the complexity of the project and location in the watershed. Typical methodologies include the Rational Method, the Optional Project Routing Method, or the Watershed Modeling Method.

B. Pre-Project Conditions Analysis

1. Develop pre-project conditions drainage area map. Determine areas affecting the project are included in the analysis.
2. Calculate pre-project conditions impervious cover for drainage areas serving the project.
3. Calculate pre-project time of concentration using velocity-based methods appropriate for the types of sheet flow and conveyance systems present in the pre-project condition.
4. Calculate peak flows the 10-, and 100-year storm events and the 500-year storm event if applicable at existing outfalls of the project site utilizing methodology appropriate for project scope and drainage area size.
5. Create a pre-project conditions hydrograph for each storm event at each outfall included in the analysis.

C. Post-Project Conditions Analysis

1. Modify pre-project drainage area map as necessary to reflect post-project conditions.
2. Calculate post-project conditions impervious cover for drainage areas serving the project. Treat the full ROW width as impervious cover for the drainage calculations.
3. Calculate post-project time of concentration using velocity-based methods appropriate for the types of sheet flow and conveyance systems present in the post-project condition.
4. Calculate peak flows for the post-project condition at the outfalls of the project site utilizing the same methodology and approach as the pre-project condition.
5. Create a post-project conditions hydrograph at each outfall included in the analysis for each storm event included in the analysis.
6. Calculate a preliminary estimate of floodplain fill that will be generated by the project using available topographic data.

D. Mitigation Alternatives

1. Estimate detention storage necessary at project outfall(s) by comparing pre- and post-condition hydrographs and adding floodplain fill mitigation volume if necessary.
2. Prepare a schematic layout of a minimum of two (2) distinct alternatives to provide the required detention storage to mitigate project impacts. Typical information includes mitigation footprint (basin, LID, etc.), outfall size, total volume provided (minus freeboard requirement) and estimated right-of-way.

3. Prepare a draft Detention Alternatives client presentation (PPT) for review by Fort Bend PM. Respond to comments and prepare final presentation.
4. Present alternatives and respond to Client comments.

E. Selected Alternative Analysis and Report

1. Based on Client selection, refine the mitigation estimate for the selected alternative by verifying assumptions included in the preliminary mitigation estimate, incorporating offsite sheet flow (if applicable), the proposed roadway profile, proposed conveyance (trunkline sewers/ditches, etc.), floodplain fill mitigation, and any other project condition in the analysis.
2. Route the post-project flows through the basin to fully design the basin outfall for the required storm events.
3. Prepare a preliminary drainage report for Fort Bend review.
4. Respond to Fort Bend County and Fort Bend Drainage District comments and resubmit report as necessary to obtain report approval (“interpose no objection”) from Fort Bend Drainage District.

Deliverable: Approved Drainage Report

Drainage Coordination

Engineer shall coordinate with the drainage provider for the completion of the Drainage Report.

B. ENVIRONMENTAL

Coordination with Fort Bend County environmental is included in this proposal.

C. GEOTECHNICAL

Project Report

Perform geotechnical investigation for roadway design in accordance with Fort Bend reference materials and standards. Services include field exploration, laboratory testing and the preparation of a geotechnical engineering report for the pavement and utilities. The geotechnical report shall include pavement design section for concrete pavement, asphalt pavement (permanent and temporary), utility safety trench analysis, and slope stability for culvert foundations.

Perform geotechnical investigations in accordance with the Fort Bend County’s Geotechnical Investigation Guidelines and other Fort Bend requirements. Geotechnical Report and Boring Logs in the final plans shall be signed and sealed by the Professional Engineer licensed in the State of Texas who was responsible for signing and sealing the Geotechnical Work the plans are based upon.

- A. Laboratory testing shall be conducted in general accordance with the corresponding ASTM standards.
 - Perform laboratory tests on selected representative soil samples to determine Engineering properties of the soils and to select design soil parameters.
 - Perform Engineering analyses to develop geotechnical recommendations including final pavement recommendations including subgrade stabilization requirements.

- Perform Engineering analyses to develop geotechnical recommendations for utilities replacement, including excavation stability, bedding and backfill, groundwater control, and construction considerations.
- Perform Engineering analyses to develop geotechnical recommendations for roadway and detention basin design.

Deliverables: Geotechnical Report

Geotechnical Coordination

Engineer shall coordinate with the geotechnical provider for the completion of the Geotechnical Report, which shall be included in the Study Phase Report.

D. RIGHT-OF-WAY (ROW)

A. Right-of-Way (ROW) analysis

The purpose of this analysis is to study, discuss, and agree upon the construction sequencing, overall construction zone and the temporary drainage as needed. The discussion of the high-level traffic control plan (TCP) and the previous decisions made at the alignment and drainage meetings shall support identification of ROW acquisition needs. A parcel by parcel analysis on the needs for ROW acquisition shall follow the construction sequencing discussion. Development of the Metes and Bounds (Proposed ROW Maps) shall be authorized following the conclusion of the meeting.

B. Initial Utility Coordination

The purpose of this analysis is to begin the identification of any utility conflicts within the project limits. The surveyor shall contact 811 to locate utilities, record that information, and establish a Utility Conflict Table containing the following information at a minimum:

- Conflict number
- Station and offset
- Name of utility
- Contact information (name, address, phone, email)
- Type of utility
- Utility notification date and type
- Conflict type
- Anticipated date of conflict clearance

The Engineer shall provide the Preliminary Utility Conflict Table for review.

E. PRELIMINARY ENGINEERING REPORT (PER)

Preliminary Engineering Report

Compilation of the drainage, environmental, geotechnical, and ROW investigations will be organized into a discussion report and 45-minute Power Point presentation summarizing the alternatives, costs, and recommendations. PER will be structured as shown below:

1. Introduction
 - A. Project background
 - B. Relationship to adjacent projects
 - C. Stakeholder coordination & design criteria
2. Traffic analysis and design
3. Geotechnical investigation
4. Right-of-way (ROW)
 - A. Existing ROW
 - B. Impacts on ROW
 - C. Alignment options
 - D. Construction sequences
5. Geometric roadway design
 - A. Existing conditions
 - B. Proposed conditions
 - C. Alignment options
 - D. Construction sequences
6. Drainage design
 - A. Pre-project conditions
 - B. Post-project conditions
 - C. Mitigation alternatives & recommendations
7. Water and wastewater utilities
8. Franchise utilities
9. Problem areas
 - A. Existing ROW
 - B. Commercial development
 - C. Residential development
 - D. Cemetery
10. Preliminary estimate of probable construction cost
11. Conclusions
12. Appendix
 - A. Utility Conflict Table
 - B. Geotechnical Report
 - C. Drainage Report
 - D. Detailed Engineers Estimate of Probable Construction Costs

E. 30% ROADWAY DESIGN PLANS

Upon acceptance of PER, 30% plans will be submitted for the selected alternative

Drainage, environmental, geotechnical, and ROW strategies will be developed into a preliminary roadway and drainage design plan.

DESIGN PHASE – TASK 2

The Engineer shall respond to comments provided by the County and shall prepare design deliverables as outlined below.

A. First Submittal (70% design level)

1. Complete Plans ready to be sealed by a Professional Engineer generally described below:
 - i. Cover Sheet with 70% interim seal
 - ii. Index
 - iii. General Notes
 - iv. Typical and non-Standard Cross-Sections
 - v. Project Layout
 - vi. Survey Control
 - vii. Right-of-way (Existing and Proposed)
 - viii. Horizontal alignment data
 - ix. Plan & Profile Sheets
 - x. Drainage Area Map and Hydraulic Calculations
 - xi. Traffic Control Plan
 - xii. Traffic Signal Plan
 - xiii. Signing & Striping Plan
 - xiv. SWP3 Plan
 - xv. Cross Sections (100' Intervals with earthwork calculations)
 - xvi. Specifications table of contents
 - xvii. Construction Cost Estimate (PDF and Excel format)
 - xviii. KMZ file of current design with proposed right-of-way
 - xix. 70% Review Checklist

A Design Review Field Walk Meeting will be held after the First Submittal.

B. Second Submittal (95% design level):

- i. Cover Sheet
- ii. Index
- iii. General Notes
- iv. Typical and non-Standard Cross-Sections
- v. Project Layout
- vi. Survey Control
- vii. Right-of-way (Existing and Proposed)
- viii. Horizontal alignment data
- ix. Plan & Profile Sheets
- x. Drainage Area Map and Hydraulic Calculations
- xi. Traffic Control Plan
- xii. Traffic Signal Plan
- xiii. Signing & Striping Plan
- xiv. SWP3 Plan
- xv. 95 percent submittal shall include 95% interim seal
- xvi. Verify Earthwork quantities with 100' Intervals
- xvii. Standard Construction Details
- xviii. Project Manual

- xix. Construction Cost Estimate (PDF and Excel format)
- xx. KMZ file of current design with proposed right-of-way
- xxi. Responses to 70 percent comments
- xxii. 95% Review Checklist

C. Final Submittal (100% design level):

- i. Cover Sheet
- ii. Index
- iii. General Notes
- iv. Typical and non-Standard Cross-Sections
- v. Project Layout
- vi. Survey Control
- vii. Right-of-way (Existing and Proposed)
- viii. Horizontal alignment data
- ix. Plan & Profile Sheets
- x. Drainage Area Map and Hydraulic Calculations
- xi. Traffic Control Plan
- xii. Traffic Signal Plan
- xiii. Signing & Striping Plan
- xiv. SWP3 Plan
- xv. Cross Sections (100' Intervals with earthwork calculations)
- xvi. Project Manual
- xvii. Construction Cost Estimate (PDF and Excel format)
- xviii. KMZ file of current design with proposed right-of-way
- xix. Responses to 95 percent comments
- xx. Recommended maximum number of calendar days for construction
- xxi. 100% Review Checklist

D. Utility Signatures & Agency Approvals - During Final Design the Engineer obtain approval from TxDOT, City of Needville, Fort Bend Drainage District, and Fort Bend County Engineering.

SURVEY

All surveying activities and deliverables performed by and or for Fort Bend County Engineering Department shall be performed in accordance with the most current laws and minimum standards of practice as promulgated by the Texas Board of Professional Engineers and Land Surveyors (TBPELS). This document shall not reduce or minimize state laws in any way. TBPELS minimum standards of practice shall be applicable wherein this document does not cover scoped work.

The Texas Society of Professional Surveyors (TSPS) developed the Manual of Practice for Land Surveying in the State of Texas, which has long been identified and accepted as the standard level of care for Land Surveying in the State of Texas. Furthermore, the TSPS Manual has developed various categories of Land Surveying, identifying standards and specifications for each. The TSPS manual can be found here: <https://www.tsp.org/page/eManualofPractice>.

Existing Right-of-Way Maps

- A. Provide deed research to determine existing rights-of-ways throughout the project routes.

- B. Tie in property corners and block corners to define the existing rights-of-ways.
- C. Prepare right-of-way map of the existing right-of-way in accordance with TSPS Category 1B, Condition 3 standards and conform to Fort Bend County Standards.

Deliverables: Signed, sealed, and dated right-of-way map of the existing rights-of-ways; Title reports

Topographic Survey

- A. Perform topographic survey for **2,180 linear feet** with all intersections along this route, and for additional side streets.
- B. Survey to include 25 feet outside of the right-of-way and up to 60 feet outside right-of-way for objects (obstructions), except those that are behind brick walls and buildings.
- C. Establish elevations and locations of physical features including buildings, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, etc. within the proposed and existing right-of-way. Overhead crossing utilities shall be limited to the low chord elevation.
- D. Provide pipe flow line elevations, size, material and directions of all sanitary sewer lines, storm sewer lines and driveway culverts. Top of rim or top of grate and flow line elevations shall be recorded on all inlets, manholes and drainage structures.
- E. Locate landscape trees with a diameter of 4" and larger shall be located. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- F. Provide SUE Level C per ASCE SUE Guidelines
 - i. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
 - ii. Locate markings provided by One-Call and "visible" utilities within 25 feet of the proposed and or existing right-of-way.
 - iii. Include locations of electrical risers as a CAD callout and layer in the survey deliverable.
- G. Provide SUE Level D per ASCE SUE Guidelines
 - i. Obtain utility maps from Comcast, CenterPoint Energy, and AT&T.
 - ii. Obtain utility maps from other utilities not limited to waterline, sewer, MUD, pipelines
- H. Locate utility markings or test holes provided by SUE providers.
- I. Locate soil borings.
- J. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and Fort Bend County Standards.
- K. Prepare utility conflict table, to include risers.
- L. Attend Field Topo Verification Meeting to visibly check that all topo items are currently located as per the field notes. Objectives to be achieved during the field topo verification meeting include impacts that could affect the alignment alternatives have on the Right of Way, existing structures such as signals, utilities, and property, environmental impacts and impacts to existing and proposed improvements.

Deliverables: CAD file (AutoCAD .dwg format) along with ASCII point file, DTM with 1-foot contours and TIN file and XML file with break lines; 11"x17" 1" = 20' plan sheets for the topo field walk (6 copies)

Survey Control

- A. Horizontal Survey Control shall be referenced to the County Primary Control.
- B. Vertical Control shall be based on the nearest existing Fort Bend Reference Marker.
- C. Provide adequate number of control points that are set and recoverable.
- D. Request information from Fort Bend County for directions on tying controls to adjacent projects.

Deliverables: Survey Control Map and three-point sketches, signed and sealed by a Texas RPLS.

Proposed ROW Maps (\$3,500/parcel)

Prepare parcel map exhibits and metes and bounds descriptions

Deliverables: Signed, sealed, and dated Parcel Map and Metes and Bounds; Signed, sealed, and dated revised Right-of-Way Map.

Topographic Survey – Detention Pond

- A. Cross sections shall be obtained at 100 feet intervals along the detention pond and shall extend 25 feet beyond the existing right-of-way lines and 60 feet for Structures as applicable.
- B. Survey to include 25 feet outside of the right-of-way and up to 60 feet outside right-of-way for objects (obstructions), except those that are behind brick walls and buildings.
- C. Establish elevations and locations of physical features including buildings, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, etc. within the proposed and existing right-of-way. Overhead crossing utilities shall be limited to the low chord elevation.
- D. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
- E. Obtain utility maps from CenterPoint Energy and AT&T.
- F. Locate markings provided by One-Call and “visible” utilities within 25 feet of the proposed and or existing right-of-way.
- G. Provide pipe flow line elevations, size, material and directions of all sanitary sewer lines, storm sewer lines and driveway culverts. Top of rim or top of grate and flow line elevations shall be recorded on all inlets, manholes and drainage structures.
- H. Locate Ornamental trees or Landscape trees with a diameter of 4” and larger shall be located. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- I. Locate soil borings.
- J. Establish survey baselines and temporary benchmarks.

Deliverables: CAD file (AutoCAD .dwg format) along with ASCII point file, DTM with 1-foot contours and TIN file and XML file with break lines; 11”x17” 1” = 20’ plan sheets for the topo field walk; signed, sealed, and dated Control Maps with three-point reference drawings.

Survey Coordination

Consultant shall coordinate with the survey provider for the completion of the Surveying tasks, which shall be included in the Study Phase Report or Design Plans.

TRAFFIC

Design for a temporary signal plan will be prepared for the intersection of SH 36 at Colony Road/Needville Fairchild Road to accommodate different phases of construction. Design shall address:

- A. Adjustment or realignment of traffic signal heads and the use of detection for mainlines (SH 36) and side streets (Colony Road/Needville Fairchild Road) on the plans as directed by the State/County.
- B. The temporary signal plan will be developed in accordance with the latest edition of the TMUTCD. Wood poles and video detection will be utilized for temporary signal. Temporary illumination will also be installed at this intersection during construction.

Deliverables: Signed, sealed and dated plan sheets for the design and CAD file (AutoCAD .dwg format).

Traffic Coordination

Consultant shall coordinate with the traffic signal provider for the completion of the Design Plans.

VARIOUS

TDLR

Register the project with Texas Department of Licensing and Regulation. Review plans and provide comments for adherence to Texas Accessibility Standards.

Deliverables: TDLR Project Number and review comments. Provide inspection prior to substantial completion.

Various Coordination

Engineer shall coordinate with the SUE Level B provider for the completion of the tasks.

OPTIONAL ADDITIONAL

Detention pond design to be inserted into the project plans

Geotechnical investigation for detention pond

ROW parcels described in Surveyor's description

Level A, B - D SUE

- A. Provide utility designation, which is collected using geophysical equipment operated from the surface to designate the locations of underground utilities.
- B. Perform work according to ASCE SUE Guidelines - <https://www.fhwa.dot.gov/programadmin/asce.cfm>
- C. For Level A, vacuum excavation will be employed to verify the horizontal and vertical location of existing utilities and perform test holes at locations provided by the County.

Deliverables: CAD Files (AutoCAD .dwg format); Signed, sealed, and dated Level B SUE layouts. The facilities should be marked out and recorded on the map and included with plan documents.

Optional Additional Coordination

Engineer shall coordinate completion of the optional additional tasks.

Respectively submitted:



James A. Eggleton
Senior Vice President

LEVEL OF EFFORT - COLONY RD SOUTH OF SH 36

DATE: 5/14/2025

DESCRIPTION:	COST:
PRELIMINARY DESIGN SUB-TOTAL	\$ 234,203.00
FINAL DESIGN SUB-TOTAL	\$ 192,125.00
CONSTRUCTION PHASE SUB-TOTAL	\$ 23,000.00
ADDITIONAL SERVICES SUB-TOTAL	\$ 96,410.00
ENGINEERING PROPOSAL	\$ 545,738.00
I. PRIME - BROOKS & SPARKS, INC.	\$ 352,188.00
II. SUB -TRAFFIC SIGNAL	\$ 25,680.00
III. SUB - SURVEYING (STV)	\$ 39,260.00
IV. SUB - SOILS INVESTIGATION (Terracon)	\$ 38,100.00
V. ADDITIONAL SERVICES (STV)	\$ 82,260.00
VI. ADDITIONAL SERVICES (BROOKS & SPARKS)	\$ 8,250.00
Proposal Total	\$ 545,738.00



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May 13, 2025

Mr. Jim Eggleton
Brooks & Sparks, Inc.
21020 Park Row Dr.
Katy, Texas 77449

Project: Fort Bend County-Colony Road Improvements

Dear Jim,

STV would like to thank you for the opportunity to submit the following estimate for surveying services in connection with the above-mentioned project. We will provide the professional and technical staff necessary to perform the Design Survey.

Design Survey will include the following:

- Setting Horizontal and Vertical Control/Benchmarks in each area based upon County Primary Control
- Providing the necessary Deed/Plat research to obtain the applicable tracts running within and along the utility segments
- Preparing a Deed Sketch with aforementioned Deeds and Plats
- Submitting Texas811 Tickets for location of underground utilities
- Locating sufficient property/ROW monumentation to accurately depict applicable property and ROW lines along utility segments
- Provide X-Sections at 50-foot intervals from ROW-ROW plus 20 feet (and extending to adjacent residences/homes along existing driveways as needed)
- Project Limits will extend from approx. centerline of US Highway 36 to the extension of the southwest ROW line of Church Street ~2,300 LF
- Project extends 200 feet up the intersecting streets (Cally Circle, Frances Street, US Hwy 36, and Church Street) for an Overall Total LF = **3,300 LF**
- Locate all visible utilities and improvements, and locate depth, pipe size and direction of flow for WW manholes, Storm Sewer inlets and Water Valves, and those marked by others
- Set minimum of 3 On-Site Benchmarks
- Show recording information for each applicable subdivision plat and deed



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- We will locate all trees having a minimum 6-inch caliper within the Topo limits. We will locate these trees and show them on our Base Drawing, but we will NOT be tagging these trees in the field.
- Show property addresses for each adjacent tract
- Prepare a Base File for Design depicting property/ROW lines, visible utilities and improvements, and contours at one-foot intervals
- Base file will also show location of existing Easements that were called out or shown on the deeds obtained or record plats (or which the Surveyor has knowledge of)

Design Survey will NOT include the following:

- Locating landscaping (shrubs, etc.)
- We will not be setting any missing rear boundary corners for the subject tracts
- We will not contact or coordinate our efforts with any utility providers or Fort Bend County
- Abstracting the properties to obtain any easements or Restrictions which may affect the tract. If that service is needed, we would contact an Abstracting service for an additional fee. See below fee estimate for title abstracting via a 3rd party title company.
- STV Inc. is not responsible for preparation of Right-of-Way document or recordation of Right-of Way Parcels with Fort Bend County Clerk's Office

Fees outlined as follows:

Design Survey:

2-Person Field Crew: 110 hrs. @ \$175.00/hr. = \$19,250.00
Senior Tech: 90 hrs. @ \$140.00/hr. = \$12,600.00
Senior Survey PM/RPLS: 30 hrs. @ \$225.00/hr. = \$6,750.00
Clerical/Admin: 6 hrs. @ \$110.00/hr. = \$660.00

Total = \$39,260.00

Additional Items (as needed):



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Right-of-Way parcel exhibits: 13 at \$3,500 per parcel = \$45,500.00

Title Abstracting by 3rd party: 13 parcels at \$700.00 per parcel = \$9,100.00

SURVEY Deliverables – We will provide you with the following:

- 1' Contour Map at Applicable Scale
- Digital ACAD 2022 Drawing
- Text/ASCII file

Upon acceptance of this proposal and a formal Notice-to-Proceed, we would have Design Survey completed within 6-8 weeks.

Any additional services will be charged on an hourly-type basis using our standard hourly rates.

Certificate of Insurance is available upon request.

All field survey activity will be under the direct supervision of a Professional Land Surveyor licensed in the State of Texas and shall adhere to Minimum Standards of Practice, TEXAS ADMINISTRATIVE CODE Part 29, as approved by the Texas Board of Professional Engineers and Land Surveyors.

All surveying services are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741 (512-440-7723). Any complaints about surveying services should be sent to the above address to the attention of the Complaints Officer of the Board.

We appreciate the opportunity to be of service and look forward to assisting you in this matter. As usual, if there are any questions about this matter or any other, please feel free to contact us at 214-276-5405.

Respectfully submitted,
STV, Inc.

A handwritten signature in blue ink, appearing to read 'Sean M. Flaherty', is written over a horizontal line.

Sean M. Flaherty, RPLS
Principal/Director of Survey



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stvinc.com

ACCEPTED:

Brooks & Sparks, Inc.

By: _____

Title: _____

Date: _____



May 14, 2025

James R. Cartwright, PE, ENV SP
Brooks & Sparks Inc.

Project: Subsurface Utility Engineering (SUE) Services adjacent to Colony Road in Ft. Bend County, TX.

Dear Mr. Cartwright,

CP&Y. Inc., DBA STV Infrastructure (STV) is pleased to submit our proposal for Subsurface Utility Engineering Services for the above referenced project to Brooks & Sparks, Inc. (Client). This proposal was developed based on scoping information provided via Teams Meeting on 5/13/2025 between Mr. James Cartwright (Client) and Mr. Rich Krog & Sean Flaherty (STV) and representatives from Ft. Bend County.

Scope of Services

Using the information provided during our meeting, STV has developed a general scope of work required for this project. The scope of work may be modified, with the Clients' concurrence, so long as there are mutual gains during the performance of the work, if warranted by actual field findings. All SUE services provided by STV for this project will be completed in conformance with the ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities".

Based upon our understanding of the project requirements the general description of the scope of work involves STV **researching available existing utility records and performing (Quality Level B)** with the objective of finding and mapping the horizontal locations of **existing publicly owned utility lines including water and sanitary sewer lines and upon approval, performing four (4) test holes (Quality Level A)** with the objective of finding and mapping the horizontal location and vertical depth in the designated areas along Colony Road in Ft. Bend County, TX. The areas being investigated are identified on the Exhibit included as Attachment "A" to this proposal. To accomplish this scope of work STV will perform the following tasks.

I. As part of the Records Research effort STV will perform the following:

- Contact the applicable "one call" agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.), and Client.
- Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.



- Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.

II. As part of the Designating Effort STV will perform the following:

- Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe,) electromagnetic induction, and magnetic equipment will be employed. STV will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding and/or probing. As agreed too with the Client, this scope of work includes mapping the existing publicly owned water and sewer lines within the work limits. Unless specifically requested, utility service lines and irrigation lines are not included in this scope.
- Interpret the surface geophysics and mark the indications of utilities with paint on the ground surface for subsequent depiction on deliverable utility maps. The existing utilities will be designated within the project limits as shown in Attachment "A".
- Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as "unknown" facilities.
- Survey the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables.
- STV's field crews and equipment are not equipped or prepared to work in any area that possibly are or may have been contaminated with hazardous materials at any time.

III. As part of the Locating Effort STV will perform the following:

- Employ vacuum excavation to verify the horizontal and vertical location of the existing utilities at the **four (4) test holes (Quality Level A)** within the project at Client provided locations.
 - Once each utility is located, STV will record the utility type, size, material, depth to top and general direction.
 - Each test hole will be assigned a unique ID number and will be marked with rebar/cap. A survey lath labeled with the test hole ID number and other pertinent utility information will be placed at each test hole location.
 - If rock or concrete is encountered during the excavation and STV is not able to excavate through our normal test hole procedures, the client will be immediately



- notified of the field condition. Excavation in rock or to a depth greater than 13 feet may require additional measures, include a backhoe, shoring, etc. STV will contact the client to discuss other options and approaches if excavation encounters issues such as cave ins or ground water.
- STV will vacuum down to obtain the required information, and then replace material removed, mechanically-tamped in 6-inch lifts. Asphalt/concrete surfaces will be cored, and the cores will be epoxied back in place, flush with surrounding surface. If restoration efforts are needed beyond what is described above STV shall be notified in writing prior to mobilizing to the field.
- We do anticipate ROW/excavation permits will be required for completion of test holes on this project.
 - STV's field crews and equipment are not equipped or prepared to work in any area that possibly are or may have been contaminated with hazardous materials at any time.

Deliverable(s)

STV will provide the following as final Deliverables to the Client:

- Prepare a simple drawing showing the Quality Level "B" designation of the existing utilities within the work area and any additional above ground utility structures identified during the investigation.
- One (1) electronic AutoCAD file depicting all designated and located utilities.
- Photographs and field data sheets signed and sealed by a Professional Engineer registered in the State of Texas, showing all relevant test hole information obtained upon location of the utility.
- Paint and test hole markers will be placed on the ground marking utility locations at the site.

Client Shall Provide the Following

- The Client shall provide STV access to the job site for our equipment and personnel including Right of Entry letters, permits or any other pertinent documentation, if needed. Any construction or clearing activities required for access to perform field services will be considered beyond the scope of this proposal.



- Client will provide a **project number**, a **copy of any construction and/or utility records**, a **CAD file** and **survey control within 500'** of the site and specify if the coordinates are in **grid/state plane or surface w/ appropriate scale factor**.
- Assuming all utility structures are accessible.
- Anticipated utilities that will be investigated are identified specifically as public utilities.

Schedule

It will take an estimated **four (4) working days** for the field services described above to be completed. However, the schedule may be modified due to unforeseen circumstances due to the following: inclement weather, waiting for information from client, subcontractor availability, etc. In the event the schedule needs to change, STV will notify the Client and provide an updated schedule.

Basis for Compensation

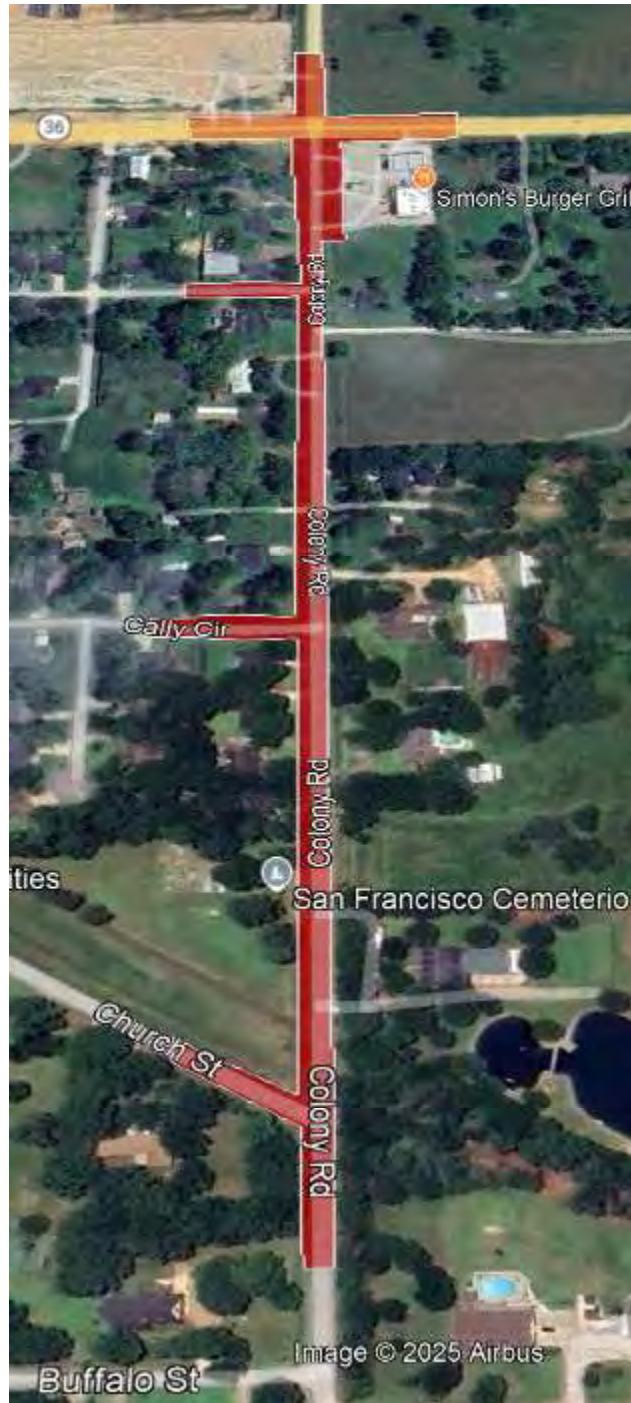
STV proposes to perform **records research and utility designating (QL”B-D”)** utilizing our standard rates for an estimated total fee of **\$16,940.00**. STV proposes to perform **four (4) test holes (QL”A”)** utilizing our standard rates for an estimated fee of **\$10,000.00**. STV proposes direct expenses at an estimated fee of **\$720.00**. The combined total fee for this project is **\$27,660.00**. STV’s estimate for this project can be seen in the attached Fee Schedule (Attachment “B”). All prices offered shall remain firm for sixty (60) calendar days from the date of this proposal.

Limitation of Warranty & Standard of Care:

STV conducts utility investigations in accordance with ASCE/UESI/CI 38-22: Standard Guideline for Investigating and Documenting Existing Utilities. Identifying and mapping underground utilities is a result of gathering evidence and therefore exact utility locations are not guaranteed unless visually exposed and surveyed, and then only at those specific exposed locations. STV warrants only that the services provided under this proposal will meet the prevailing standard of care and does not guarantee that all utilities can or will be identified, detected, or precisely mapped.

STV looks forward to working with you on this very important project. We are confident that our services will be a great benefit to you and keep your project on schedule and on budget. If you agree to this proposal, please sign and date below and return to us by email. Your signature below will also serve as written acceptance of the proposal. If you have any questions or require additional information, please feel free to contact us at any time.

ATTACHMENT "A"





ATTACHMENT "B"

ATTACHMENT "B" - FEE SCHEDULE									
Colony Road - QLB-D - STV Houston									
SUE Services									
STV, Inc.									
5/13/2025									
SUE QUALITY LEVEL "B"									
LABOR COSTS	LABOR CLASS	ENGINEER/ RPLS	Sr. PROJECT MANAGER	SUE PROJECT MANAGER	FIELD CREW MANAGER	UTILITY TECH	CADD TECH	CLERICAL SUPPORT	TOTAL HOURS
Records Research		\$260.00	\$220.00	\$165.00	\$165.00	\$130.00	\$130.00	\$95.00	
		0.0	0.0	0.0	8.0	8.0	0.0	0.0	16.0
Production/Review(per ASCE 38-22) of QL"B" Plan Deliverables		4.0	2.0	2.0	2.0	0.0	16.0	0.0	26.0
Production/Review(per ASCE 38-22) of QL"D" Plan Deliverables		4.0	2.0	2.0	2.0	0.0	16.0	0.0	26.0
Project Meetings / Safety Orientation		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	4.0	0.0	0.0	0.0	0.0	2.0	6.0
	SUBTOTAL HOURS	8.0	8.0	4.0	12.0	8.0	32.0	2.0	74.0
	SUBTOTAL DOLLARS	\$2,080.00	\$1,760.00	\$660.00	\$1,980.00	\$1,040.00	\$4,160.00	\$190.00	\$11,870.00
SUBSURFACE UTILITY ENGINEERING COSTS									
		QTY	QTY	RATE	UNIT	UNIT			TOTAL
Designating (2-Man Crew & Equipment) - Quality Level B			16.0	\$ 195.00	per hour	per hour			\$3,120.00
Survey of QL"B"									
Surveying (2-Man Crew, GPS Equipment & Processing)			1.00	\$ 1,950.00	per day	per day			\$1,950.00
	SUBTOTAL DOLLARS								\$5,070.00
	TOTAL ESTIMATED QUALITY LEVEL "B" FEE								\$16,940.00
SUE QUALITY LEVEL "A"									
LABOR COSTS	LABOR CLASS	Sr. PROJECT MANAGER	Sr. PROJECT MANAGER	SUE PROJECT MANAGER	FIELD CREW MANAGER	UTILITY TECH	CADD TECH	CLERICAL SUPPORT	TOTAL HOURS
Records Research		\$215.00	\$215.00	\$150.00	\$126.00	\$126.00	\$126.00	\$84.00	
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Production/Review of QL"A" Deliverables		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Project Meetings / Safety Orientation		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	SUBTOTAL HOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	SUBTOTAL DOLLARS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Locating (Quality Level "A" - Test Holes)									
	Daily Rate for Testholes	0	4	\$ 2,500.00	per hole				\$10,000.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
	Depths over 15 feet are an additional cost of \$200 per foot.								
Designating (2-Man Crew & Equipment) - Quality Level B		0.0		\$ 185.00	per hour				\$0.00
Mob-Demob Fee									
		0	0	\$ 600.00	each				\$0.00
Survey of QL"A"									
Surveying (2-Man Crew, GPS Equipment & Processing)		0.0	0.0	\$ 1,850.00	per day				\$0.00
	SUBTOTAL DOLLARS								\$10,000.00
	TOTAL ESTIMATED QUALITY LEVEL "A" FEE								\$10,000.00
DIRECT EXPENSES									
Miscellaneous Items									
Per Diem (Includes Lodging)			4	\$ 180.00	per day				\$720.00
Permit / Inspection Fees				\$ 350.00	each				\$0.00
	TOTAL ESTIMATED DIRECT EXPENSE DOLLARS								\$720.00
TOTAL COMBINED ESTIMATED FEE									\$27,660.00



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

July 17, 2025

Brooks & Sparks, Inc.
21020 Park Row Boulevard
Katy, Texas 77449

Attn: Mr. James Cartwright, P.E., ENV SP – Vice President
P: (281) 578-9595
E: jimc@brooksandsparks.com

RE: Cost Estimate for Geotechnical Engineering Services
Colony Road
Colony Road and Church Street
Needville, Texas
Terracon Document No. P92245554.Revision1

Dear Mr. Cartwright:

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 Agreement for Services.

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 **\$16,700** for the proposed roadway and Colony Road improvements and **\$21,400** for the proposed detention pond for a total of **\$38,100**. **Exhibit C** includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Cost Estimate for Geotechnical Engineering Services

Colony Road | Needville, Texas

July 17, 2025 | Terracon Document No. P92245554.Revision1



Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read 'Vanessa Khoury', with a horizontal line striking through the middle of the name.

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

A handwritten signature in blue ink, appearing to read 'Karla I. Stringer', written in a cursive style.

Karla I. Stringer, P.E.
Group Manager

A handwritten signature in black ink, appearing to read 'Rebecca C. Rice', written in a cursive style.

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
<p>Project Description</p>	<ul style="list-style-type: none"> ■ The project consists of the full-depth reconstruction of approximately 2,180 linear feet (LF) of the existing Colony Road from Church Street to State Highway (SH) 36. ■ We understand a detention pond may be constructed near the roadway alignment. Therefore, a detention pond has been included as a future item in our Scope of Services, as requested.
<p>Proposed Improvements</p>	<p>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:</p> <ul style="list-style-type: none"> ■ Concrete roadway consisting of 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. The roadway design also includes a right turn lane at SH36. ■ We anticipate the pavement cross-section will consist of 8 inches of reinforced concrete over 8 inches of chemically stabilized subgrade. ■ 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 line will be 10 feet below existing grade.

Item	Description
Proposed Improvements	<ul style="list-style-type: none"> Information regarding the anticipated detention pond was not available at the time of this cost estimate. For budgeting purposes, we assume the detention pond will be a maximum of 5 acres in size, with sideslopes no steeper than 3 horizontal to 1 vertical (3H:1V), and depth no greater than 10 feet. Once the location of the pond is determined, we request the location be provided to us prior to the start of our field program. We also request the opportunity to review and revise the number and depth of the borings based on the actual size of the detention pond. Our services for the proposed detention pond are included in our Scope of Services as a separate task.
Assumed Traffic Loads	<p>Detailed traffic information was not available at the time of the cost estimate. We anticipate that traffic will likely consist of passenger vehicles, delivery and garbage trucks, and school buses.</p>

Site Location and Anticipated Conditions

Item	Description
Project Location	<p>The project is located along the existing Colony Road extending from Church Street to SH 36 in Needville, Texas.</p> <p>Latitude: 29.3870°, Longitude: -95.8283° (approximate center of alignment)</p> <p>(See Exhibit D)</p>
Existing Improvements	<p>Based on aerial images and information provided by Tetra Tech, we understand that the existing Colony Road is a 24-foot-wide, two-lane asphaltic concrete roadway with roadside ditches on both sides of the roadway and an overhead powerline along the south side of the roadway. The project area is generally occupied by residential development.</p>
Current Ground Cover	Asphaltic concrete pavement and crushed stone material
Existing Topography	Relatively level

Item	Description
Site Access	<ul style="list-style-type: none">■ We expect the site and exploration locations are accessible with our standard truck-mounted drilling equipment (or an all-terrain-vehicle (ATV)-mounted drilling equipment in the area of the potential detention pond) and support vehicles during normal business hours.■ Because this project is located along a major thoroughfare, we have considered traffic control services in our scope of work during our drilling activities for the borings along the roadway.■ We assume that access to the proposed detention pond borings will not require clearing of pathways and that Right-of-Entry (ROE) permits will be provided to us by Brooks & Sparks, Inc. (Brooks & Sparks).
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 one day of on-site activities and includes subsurface borings as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
5 (B-1 through B-5)	20	Along the proposed Colony Road alignment
5	100	Total

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

We understand a detention pond has been requested to be included in our Scope of Services as a separate task to be completed in the future once details regarding the location and size of the pond are known. The field exploration for the detention pond is anticipated to be completed with one day of on-site activities and includes subsurface borings as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
5	20	Detention pond area ²
5	100	Total

1. Below grade at the time of our field program.
2. Location to be determined by Fort Bend County prior to our field exploration. We request the opportunity to review and revise the number and depth of the borings based on the actual size of the detention pond, once available. Our scope assumes the borings will be accessible with ATV-mounted drilling equipment and will not require clearing of pathways, and that ROE permits will be provided to Terracon by Brooks & Sparks.

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 or ATV-mounted drill rig, as appropriate, using continuous flight augers. Samples will be obtained continuously in the upper 15 feet of each boring along the roadway and at intervals of 5 feet thereafter. Samples will be obtained continuously to the termination depth of each detention pond boring (20 feet). 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. Groundwater levels will be also observed and recorded one day after the completion of the borings performed within the proposed detention pond area.

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.

Piezometer: We plan to install one piezometer within the proposed detention pond area to observe groundwater levels in the installed piezometer at about one day, 7 days, and 30 days. The piezometer will generally consist of 2-inch PVC pipes with a 10-foot screen surrounded by clean quartz sand (No. 20 to No. 40 sieve material). The piezometer will be installed by a licensed well driller that is registered with the State of Texas. The piezometer will be removed and backfilled after the planned readings have been taken, unless instructed to be left in-place by the client.

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 ROE permit will be obtained by Brooks & Sparks 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 along the roadway 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 one day. 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 D1883 Standard Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils
- ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))
- ASTM D4767 Standard Test Method for Consolidated Undrained Triaxial Compression Test for Cohesive Soils
- ASTM D854 Standard Test Method for Specific Gravity of Soil Solids by Water Pycnometer
- ASTM D6572 Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test

- ASTM D4221 Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer

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 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:

- 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

If the detention pond Scope of Services is performed after the completion of our Scope of Services for the roadway and drainage system, Terracon plans to issue a supplemental report with the following:

- Groundwater levels observed in detention pond piezometer
- Global stability analyses of the detention pond sideslopes for one cross-section in short-term, long-term, and rapid drawdown conditions
- Detention pond slope protection and erosion control
- Detention pond construction considerations

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 – Roadway Improvements				
DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Field Exploration				
Drilling (5 borings to 20 feet)	\$ 3,100.00	1	Lump sum	\$3,100.00
Traffic Control	\$ 3,300.00	1	day	\$3,300.00
Field Engineer / Drilling Coordinator	\$ 115.00	17	hours	\$1,955.00
Administrative Support	\$ 90.00	0.5	hours	\$45.00
Staff Engineer	\$ 125.00	5	hours	\$625.00
Senior Engineer	\$ 195.00	1	hours	\$195.00
Department Manager	\$ 200.00	0.5	hours	\$100.00
Sub Total				\$ 9,320.00
Laboratory Testing				
Laboratory Testing	\$ 3,220.00	1	Lump sump	\$ 3,220.00
Sub Total				\$ 3,220.00
Geotechnical Consulting and Reporting				
Administrative Assistant	\$ 90.00	1	hours	\$90.00
Staff Engineer	\$ 125.00	20	hours	\$2,500.00
Senior Engineer	\$ 195.00	6	hours	\$1,170.00
Principal	\$ 200.00	2	hours	\$400.00
Sub Total				\$ 4,160.00
Total				\$ 16,700.00



Task – Detention Pond (Unknown Location)				
DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Field Exploration				
Drilling (5 borings to 20 feet)	\$3,100.00	1	Lump sum	\$3,100.00
Field Engineer / Drilling Coordinator	\$ 115.00	25	hours	\$2,875.00
Administrative Support	\$ 90.00	0.5	hours	\$45.00
Staff Engineer	\$ 125.00	5	hours	\$625.00
Senior Engineer	\$ 195.00	1	hours	\$195.00
Department Manager	\$ 200.00	0.5	hours	\$100.00
Piezometer Installation and Abandonment	\$ 1,750.00	1	Lump sum	\$1,750.00
Sub Total				\$ 8,690.00
Laboratory Testing				
Laboratory Testing	\$ 5,650.00	1	Lump sum	\$ 5,650.00
Sub Total				\$ 5,650.00
Geotechnical Consulting and Reporting				
Administrative Assistant	\$ 90.00	4	hours	\$360.00
Staff Engineer	\$ 125.00	30	hours	\$3,750.00
Senior Engineer	\$ 195.00	10	hours	\$1,950.00
Principal	\$ 200.00	5	hours	\$1,000.00
Sub Total				\$ 7,060.00
Total				\$ 21,400.00¹

1. As stated previously, we request the opportunity to review and revise our scope based on the actual size and depth of the detention pond, if needed. This cost does not include clearing of pathway or ROE permits required to perform our field program.

Additional services not part of the base fee include the following:

Task – Detention Pond Additional Expenses	Lump Sum Fee
Clearing of Pathways, if needed (1 day)	\$5,000
Coordination for Site Access, if needed (6 hours)	\$900

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, 4}	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 roadway and drainage field program in one day. Similarly, the site characterization schedule will be the same for the detention pond Scope of Services based on completion of the detention pond field program in one day.
4. The geotechnical engineering schedule would be increased by 10 working days for a total of 35 working days after completion of the detention pond field program.

Exhibit D – Site Location

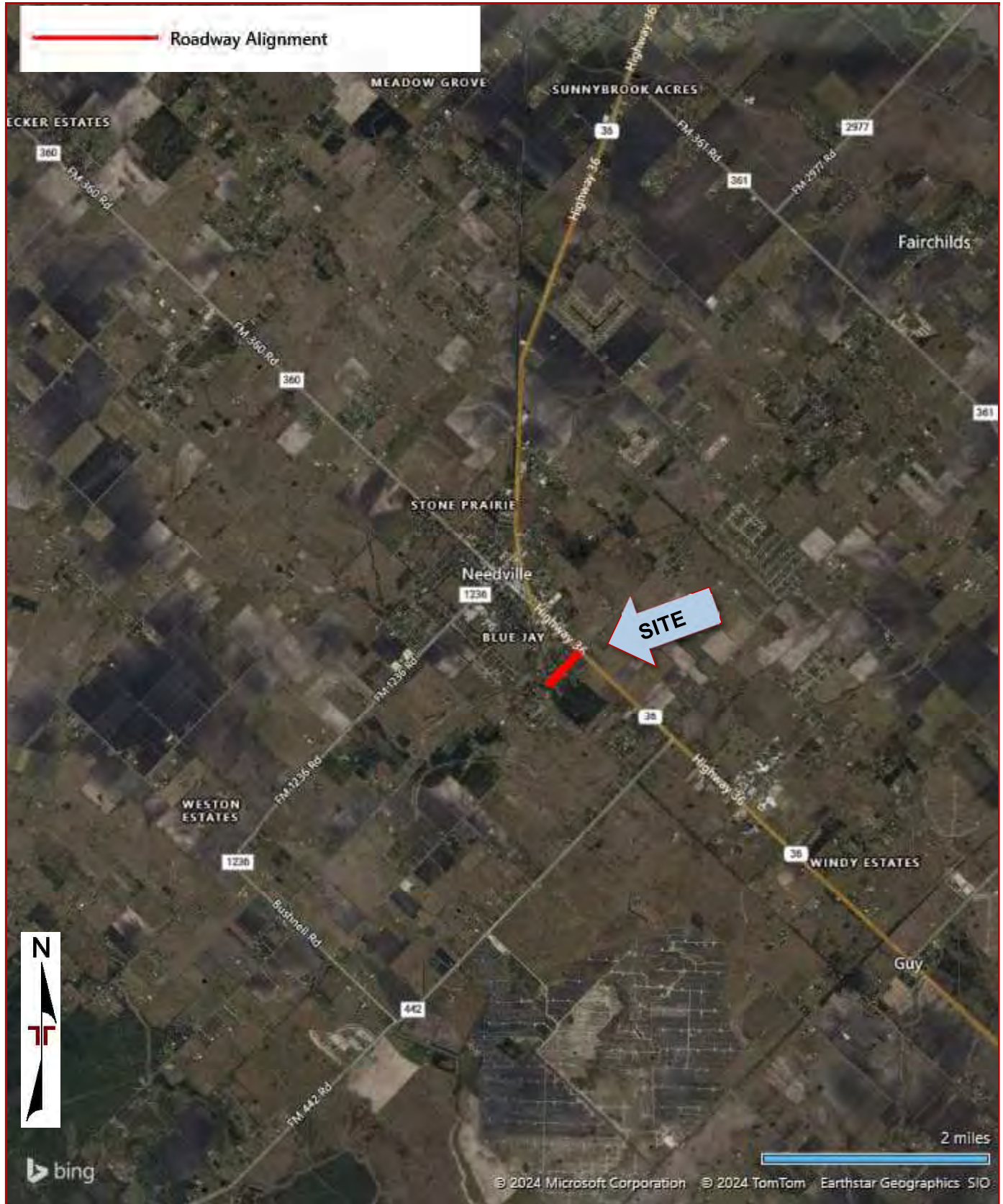
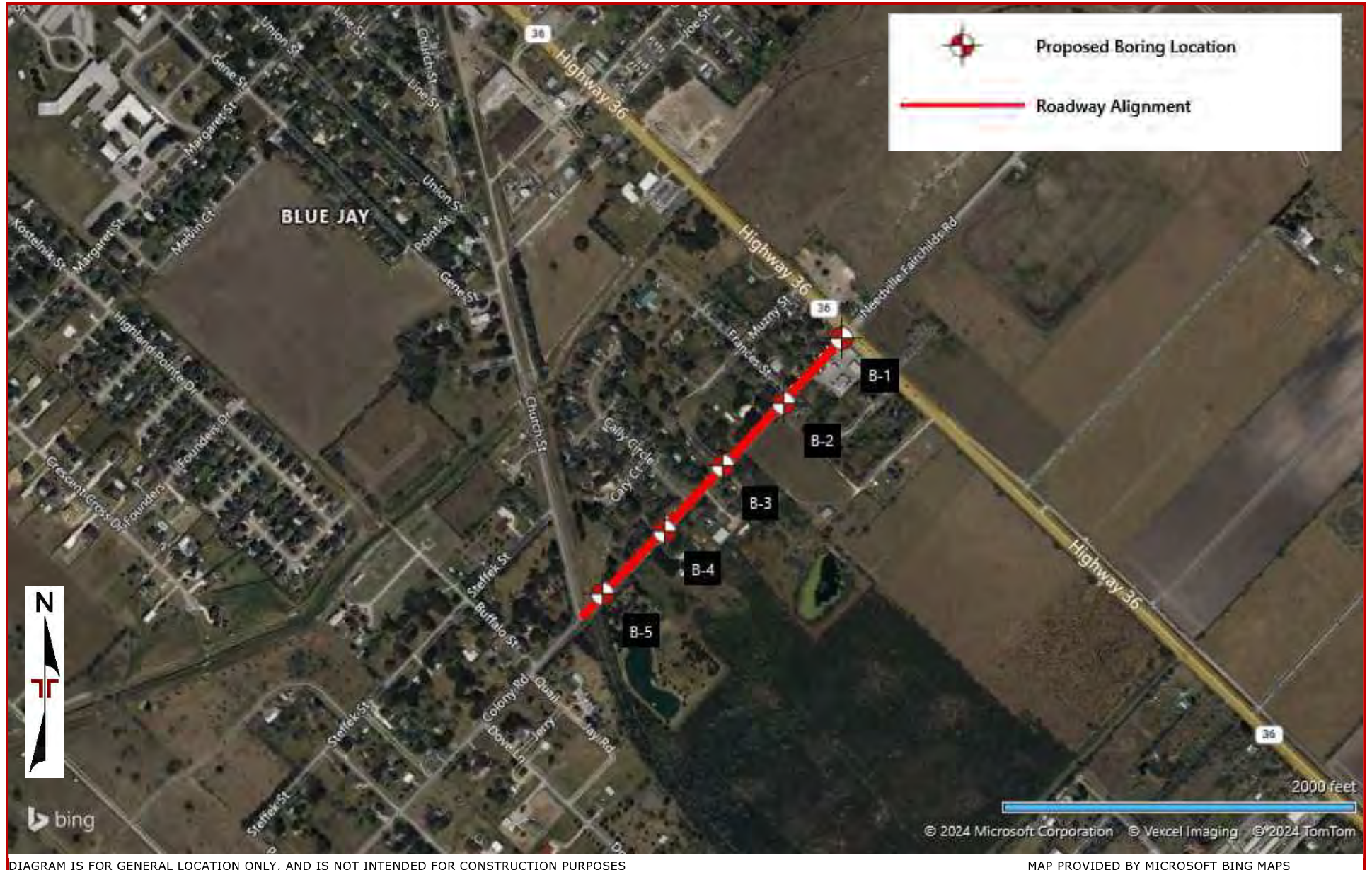


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan





April 10, 2025

Gabriel Odreman, PE, PMP
Sr. Project Manager
TetraTech
575 N. Dairy Ashford Rd
Houston, TX 77433

Re: Colony Road – Temporary Traffic Signal

Dear Mr. Odreman,

infraTECH Engineers & Innovators, LLC (infraTECH) is pleased to submit this proposal for providing temporary signal design related services for the above referenced project.

infraTECH shall prepare temporary signal plans for the intersection of SH 36 at Colony Road/Needville Fairchild Road to accommodate different phases of construction. infraTECH shall address the adjustment or realignment of traffic signal heads and the use of detection for mainlines (SH 36) and side streets (Colony Road/Needville Fairchild Road) on the plans as directed by the State/County. The temporary signal plan will be developed in accordance with the latest edition of the TMUTCD. Wood poles and video detection will be utilized for temporary signal. Temporary illumination will also be installed at this intersection during construction.

Proposed fee for the design service is lump sum amount of \$25,680.00 (refer to attachment A).

If any have any questions or need additional information, please contact me at 832-701-3224.

Sincerely,

infraTECH Engineers & Innovators, LLC

A handwritten signature in blue ink that reads 'Zahidul Siddique'.

Zahidul Siddique, PE, PTOE, RSP₂₁

cc: Anwar Zahid, PhD, PE

**Fee Schedule
Lump Sum Payment**



Project Name : Colony Road Improvement
COUNTY: Fort Bend County
CONSULTANT: INFRA TECH ENGINEERS & INNOVATORS, LLC

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	ENGINEER (PROJECT)	ENGINEER (DESIGN)	ENGINEER TECHNICIAN SENIOR	ENGINEER IN TRAINING	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK
CONTRACT RATE PER HOUR	\$ 330.00	\$ 260.00	\$ 215.00	\$ 162.00	\$ 130.00	\$ 120.00	\$ 96.50		
Project Management									
Project Management & Coordination	4		4	0			8	16	\$ 2,952.00
Temporary Signal Plans (Layout, Wiring, Phasing & Sign Detail)									
SH 36 @ Colony Road	2		16	24	48	48		138	\$ 19,988.00
Conduct QC/QA reviews	2	8						10	\$ 2,740.00
HOURS SUB-TOTALS	8	8	20	24	48	48	8	164	
TOTAL LABOR COSTS	\$2,640.00	\$2,080.00	\$4,300.00	\$3,888.00	\$6,240.00	\$5,760.00	\$772.00	\$25,680.00	
SUBTOTAL									\$ 25,680.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1356166

Date Filed:
 08/28/2025

Date Acknowledged:
 09/23/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Brooks & Sparks, Inc.
 Katy, 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.
 MBP 23211
 Design, consulting & construction services for Colony Road between SH 36 & Church St.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sparks, Randy	Katy, TX United States	X	
	Brooks, Frank	Katy, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____.
(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)