

August 26, 2020

J. Ross McCall, PE  
County Engineer  
Waller County Road & Bridge  
775 Bus 290 East  
Hempstead, TX 77445  
979-826-7670

Subject: Proposal for Professional Services  
Riley Road at Birch Creek Draw Bridge Replacement  
TxDOT Bridge ID# 122370AA0313002

Dear Mr. McCall:

IEA Inc. (IEA) is pleased to submit this proposal to provide professional engineering services for Riley Road at Birch Creek Draw Bridge Replacement.

**SCOPE OF SERVICES and SPECIFICATIONS** (as provided by Waller County) can be found in *Exhibit A*.

**ADDITIONAL SERVICES** can be found in *Exhibit B*.

**PROPOSED LEVEL OF EFFORT (LOE)** for both Scope of Services and Additional Services can be found in *Exhibit C*.

**DESIGN SCHEDULE** can be found in *Exhibit D*

**SUBCONSULTANT SCOPE AND FEES** can be found in *Exhibit E*

We present a Lump Sum fee of **\$ 280,163.96** to complete this task and deliver the project as described in the referenced scope. A detailed breakdown of this cost can be found in *Exhibit C* and is inclusive of all subconsultant fees.

We appreciate and look forward to the opportunity to work with you. Should you have any questions or require additional information, please do not hesitate to contact me at 979.583.7657.

Respectfully,



Trey Haskins, PE, PTP, CFM  
Municipal Practice Leader

cc: Wilson Wong, PE, Houston Office Manager, IEA, Inc.

Attachments: 2024-08-08 Riley Road Bridge at Birch Creek Scope - Exhibit A

Waller Co - Riley Road at Birch Creek Draw - Exhibit B - Add Service - 8.23.24

Waller Co - Riley Road at Birch Creek Draw - Exhibit C - LOE - 8.22.24

Waller Co - Riley Road at Birch Creek Draw - Exhibit D - Schedule - 8.23.24

Waller Co - Riley Road at Birch Creek Draw - Exhibit E - Subs - 8.23.24

# RILEY ROAD BRIDGE AT BIRCH CREEK DRAW

## SCOPE OF SERVICES & SPECIFICATIONS

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1. **Scope of Services:** The County is seeking to contract with a qualified Firm to provide engineering services for bridge replacement design for Riley Road at Birch Creek Draw (TxDOT Bridge ID# 122370AA0313002).

The Riley Road / Birch Creek Draw bridge is located in the northeastern portion of Waller County, approximately 1.4 miles west of FM 1774 as measured along Riley Road.

As part of this Scope of Services, the County commits to providing, as required, the following:

- A. A Project Manager to serve as the County's point of contact with the Selected Firm;
  - B. All available historic documentation necessary to perform the requested work;
  - C. Assistance with obtaining all required data and information from other local, regional, state, and federal agencies;
  - D. Reviews and/or inspections of the Selected Firm's design at specified project milestones;
  - E. Receipt of bids, Contractor selection, and payment of Contracted fees;
  - F. Materials testing; and
  - G. Communication relative to resolution of issues and direction through the County's Project Manager.
2. **Specifications:** All services provided by the Selected Firm shall be in coordination with the County Engineer. Final acceptance for design decisions and documentation is reserved for the County Engineer.

General: The Selected Firm shall provide the following services, at a minimum, in support of the proposed replacement of one bridge:

- Topographic and Boundary Survey
  - Project site including Right-of-Way improvements within 200-ft
  - Existing stream sections within 100-ft upstream and downstream of the proposed bridge, and
  - Surveys produced, signed, and sealed by Professional Surveyor registered to practice in the State of Texas
- Geotechnical investigation and report, including
  - Bridge pier/piling recommendations
  - Paving recommendations for approach sections, and
  - Basic slope stability recommendations for shoulders and abutments
- Hydraulic design
  - Maintain or exceed existing level of conveyance
  - Scour analysis or documentation as to why it is not needed
  - Erosion control / rip-rap design
- Traffic Control Plan for construction;
- Plans specification and estimates (PS&E) development and preparation;
- Construction Contracting Services
  - Engineer's Estimate of Probable Construction Costs
  - Preparation of bid solicitation documents
  - Review of bids and recommendation to County Engineer for award of Construction Contract

## Exhibit A

- Construction Management Support Services
  - Submittal reviews / RFI responses
  - Review of progress applications and recommendations to County Engineer
  - Structural inspections

The Selected Firm shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform the duties and responsibilities set forth herein. The Selected Firm shall work to minimize, to the maximum extent possible, the need for the County to apply its own resources. The Selected Firm's Project Manager shall function as Project Manager for all Task Leaders involved in multiple and concurrent work authorizations.

### PS&E Requirements

- Design Criteria
  - The Selected Firms shall prepare all work in accordance with the latest version of applicable Waller County procedures, specifications, manuals, guidelines, standard drawings, and standard specifications.
  - When design criteria are not identified in County manuals, the Selected Firm shall notify the County and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street* (latest Edition), TxDOT's *Roadway Design Manual*, TxDOT's *Hydraulic Design Manual*, and the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD).
  - The Selected Firm shall prepare each PS&E package in a form suitable for letting through the County's construction contract bidding and awarding process.
- Traffic Control Plans
  - The Selected Firm shall provide a Traffic Control Plan (TCP) as requested by the County.
  - The Selected Firm shall comply with the requirements of the most recent edition of the TMUTCD.

### Cost Estimates

- Preparation
  - The Selected Firm is responsible for preparing cost estimates for assigned projects based upon schematics, feasibility studies, and utilizing current County or TxDOT cost data. Cost Estimates shall be broken down by major cost categories and sub-items.
  - Appropriate contingencies shall be defined along with applicable back-up supporting recommended value or contingency for a specified cost element, as appropriate.
  - Potential cost increase based upon anticipated construction year shall also be considered and noted.
  - The Selected Firm shall provide an independent team of disciplinary experts which is not involved in the daily performance of the scope of work to perform and independent verification of cost estimates.
- Deliverables
  - The Selected Firm shall provide to the County one (1) report detailing these cost estimates and documenting assumptions and parameters.

### Other Requirements

- Right-of-Entry and Coordination
  - The Selected Firm shall notify the County and secure permission to enter private property to perform any surveying, environmental, engineering, or geotechnical activities needed off

## Exhibit A

County right-of-way.

- Pursuant to County policy with the general public, the Selected Firm shall not commit acts which would result in damages to private property. The Selected Firm shall make every effort to comply with the wishes and address the concerns of affected private property owners.
- The Selected Firm shall contact each property owner prior to any entry onto the owner(s)' property and shall request concurrence from the County prior to each entry.
- Progress Reporting and Invoicing
  - The Selected Firm shall invoice according to the County's approved Fee Schedule for each Work Authorization. The Selected Firm shall submit each invoice in a format acceptable to the County.
  - The Selected Firm shall submit a monthly written progress report to the County's Project Manager. The Selected Firm's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete by task.
  - The Selected Firm shall prepare a letter of transmittal to accompany each document submittal to the County. At a minimum, the letter of transmittal must include the project name, project limits, and the County's Work Authorization number.

Level of Effort: The Selected Firm shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study. As directed by the County, the Selected Firm shall provide written justification regarding whether or not additional or repeated level of effort of earlier completed work is warranted, or if additional detail will be better addressed at a later stage in the project development. The level of effort should be estimated prior to any change in schedule for Scope completion.

Quality Assurance (QA) and Quality Control (QC): The Selected Firm shall provide peer review at all levels. For each deliverable, the Selected Firm shall have some evidence of its internal review and mark-up of that deliverable as preparation for submittal.

3. **Schedule:** The Riley Road bridge over Birch Creek Draw provides access to multiple subdivisions in northeast Waller County. In the Spring of 2024, one lane of the bridge was closed due to poor structural condition. As a result, truck traffic, buses and heavy vehicles were detoured to FM 1488. This route adds an additional 20 miles which severely impacts emergency response. An expedited delivery schedule is required for this project. Project letting should occur no later than October 2024.

The Selected Firm shall submit a proposed schedule for completion of the Scope of Services, to be formalized through further coordination with County Engineer. Proposed schedule shall:

- Include proposed design and bidding milestones
  - Data collection
  - Preliminary Engineering
  - Standard design review increments
- Time for regular meetings with County Engineer
- Contingencies

**Riley Road Bridge at Birch Creek Draw****Bridge Replacement****TxDOT Bridge ID# 122370AA0313002****Scope of Services****Exhibit B - Additional Services**

IEA, as the Selected Firms, shall provide the following additional services not listed or outlined in the original Scope of Services provided by Waller County:

1. Develop and review three (3) alternative designs to facilitate expedited construction of the new bridge
2. Develop and review, as part of the alternative design analysis, alternate construction methodologies or Traffic Control Plans (Phased Construction, Total Closure, Low Water crossing, etc.) to facilitate expedited construction of the new bridge
3. Provide, as a deliverable to the County, a 3D bridge model to be shared with TxDOT upon completion of the project.

IEA, upon completion of items 1 and 2, shall meet with the County to review finding and determine the most economical and quickest design allowable.



EXHIBIT C - FEE SCHEDULE  
LUMP SUM

8/26/2024  
rev. 0

PRIME PROVIDER: IEA, INC.  
SUBPROVIDERS: AGS ENGINEERING & CONSTRUCTION  
SUBPROVIDERS: B2Z ENGINEERING  
SUBPROVIDERS: TERRACON  
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW  
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

| SUMMARY OF FEE SCHEDULE   |              |                                             |                                   |                             |              |
|---------------------------|--------------|---------------------------------------------|-----------------------------------|-----------------------------|--------------|
|                           | IEA, INC.    | AGS ENGINEERING<br>& CONSTRUCTION<br>SURVEY | Subconsultants                    |                             | TOTAL        |
|                           |              |                                             | B2Z ENGINEERING -<br>GEOTECHNICAL | TERRACON -<br>ENVIRONMENTAL |              |
| BASIC SERVICES (LUMP SUM) | \$189,802.00 | \$23,766.96                                 | \$37,500.00                       | \$6,000.00                  | \$257,068.96 |
| ADDITIONAL SERVICES (T&M) | \$23,095.00  |                                             |                                   |                             | \$23,095.00  |
|                           |              |                                             |                                   |                             |              |
| TOTAL                     | \$212,897.00 | \$23,766.96                                 | \$37,500.00                       | \$6,000.00                  | \$280,163.96 |



EXHIBIT C - FEE SCHEDULE (IEA, INC.)  
LIMP SUM

8/26/2024  
rev. 0

PRIME PROVIDER NAME: IEA, Inc  
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW  
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

| TASK DESCRIPTION                         | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT      | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|------------------------------------------|------------------------------|--------------------|---------------------|----------|------------------|--------------------|--------------------------------|
|                                          |                              |                    |                     |          |                  |                    |                                |
| <b>ROADWAY DESIGN CONTROLS (FC 110)</b>  |                              |                    |                     |          |                  |                    |                                |
| DATA COLLECTION AND FIELD RECONNAISSANCE | 3                            | 3                  | 3                   | 3        |                  |                    | 12                             |
| PRELIMINARY ENGINEERING                  | 2                            | 2                  | 2                   | 2        |                  |                    | 8                              |
| DESIGN CRITERIA                          | 1                            | 1                  | 2                   | 2        |                  |                    | 6                              |
| DESIGN CONCEPT CONFERENCE                | 2                            | 2                  | 2                   | 2        | 2                |                    | 10                             |
|                                          |                              |                    |                     |          |                  |                    |                                |
| HOURS SUB-TOTALS                         | 8                            | 8                  | 9                   | 9        | 2                | 0                  | 36                             |
| CONTRACT RATE PER HOUR                   | \$220.00                     | \$175.00           | \$130.00            | \$105.00 | \$100.00         | \$60.00            |                                |
| TOTAL LABOR COSTS                        | \$1,760.00                   | \$1,400.00         | \$1,170.00          | \$945.00 | \$200.00         | \$0.00             | \$5,475.00                     |
| % DISTRIBUTION OF STAFFING               | 22.22%                       | 22.22%             | 25.00%              | 25.00%   | 5.56%            | 0.00%              |                                |
|                                          |                              |                    |                     |          |                  |                    |                                |
| <b>SUBTOTAL (FC 160)</b>                 |                              |                    |                     |          |                  |                    | <b>\$5,475.00</b>              |

| TASK DESCRIPTION                                   | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT         | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|----------------------------------------------------|------------------------------|--------------------|---------------------|-------------|------------------|--------------------|--------------------------------|
|                                                    |                              |                    |                     |             |                  |                    |                                |
| <b>ROADWAY DESIGN CONTROLS (FC 160)</b>            |                              |                    |                     |             |                  |                    |                                |
| REVIEW AND INCORPORATE SURVEY CONTROL MAP          |                              |                    | 1                   | 2           | 2                |                    | 5                              |
| EXISTING/PROPOSED TYPICAL SECTIONS                 | 1                            | 4                  | 8                   | 16          | 16               |                    | 45                             |
| ROADWAY PLAN AND PROFILE (SCALE: H 1"=40' V 1"=4') | 2                            | 6                  | 16                  | 24          | 28               |                    | 76                             |
| MISCELLANEOUS ROADWAY DETAILS & STANDARDS          | 1                            | 1                  | 8                   | 12          | 16               |                    | 38                             |
| ROADWAY CROSS SECTIONS (H 1"=20' V 1"=5')          | 2                            | 6                  | 12                  | 20          | 24               |                    | 64                             |
| CUT AND FILL QUANTITIES                            | 1                            | 1                  | 4                   | 12          | 12               |                    | 30                             |
| ROADWAY QUANTITIES SUMMARY                         | 1                            | 2                  | 8                   | 16          | 8                |                    | 35                             |
|                                                    |                              |                    |                     |             |                  |                    |                                |
| HOURS SUB-TOTALS                                   | 8                            | 20                 | 57                  | 102         | 106              | 0                  | 293                            |
| CONTRACT RATE PER HOUR                             | \$220.00                     | \$175.00           | \$130.00            | \$105.00    | \$100.00         | \$60.00            |                                |
| TOTAL LABOR COSTS                                  | \$1,760.00                   | \$3,500.00         | \$7,410.00          | \$10,710.00 | \$10,600.00      | \$0.00             | \$33,980.00                    |
| % DISTRIBUTION OF STAFFING                         | 2.73%                        | 6.83%              | 19.45%              | 34.81%      | 36.18%           | 0.00%              |                                |
|                                                    |                              |                    |                     |             |                  |                    |                                |
| <b>SUBTOTAL (FC 160)</b>                           |                              |                    |                     |             |                  |                    | <b>\$33,980.00</b>             |



EXHIBIT C - FEE SCHEDULE (IEA, INC.)  
LIMP SUM

8/26/2024  
rev. 0

PRIME PROVIDER NAME: IEA, Inc  
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW  
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

| TASK DESCRIPTION                                              | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT         | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|---------------------------------------------------------------|------------------------------|--------------------|---------------------|-------------|------------------|--------------------|--------------------------------|
|                                                               |                              |                    |                     |             |                  |                    |                                |
| <b>DRAINAGE (FC 161)</b>                                      |                              |                    |                     |             |                  |                    |                                |
| COLLECT SURVEY, AND FLOODPLAIN DATA                           |                              | 2                  | 2                   | 8           |                  |                    | 12                             |
| REVIEW AS-BUILTS, PLAN SETS AND PREVIOUS DRAINAGE REPORTS     |                              | 2                  | 4                   | 8           |                  |                    | 14                             |
| REVIEW OF PROPOSED ROADWAY PLAN AND PROFILE                   | 1                            | 1                  | 2                   | 8           |                  |                    | 12                             |
|                                                               |                              |                    |                     |             |                  |                    |                                |
| DELINEATION OF EXISTING DRAINAGE AREA                         |                              | 2                  | 4                   | 8           | 2                |                    | 16                             |
| DEVELOP HYDROLOGIC MODEL FOR EXISTING CONDITION               |                              | 2                  | 4                   | 8           |                  |                    | 14                             |
| DEVELOP HYDRAULIC MODEL FOR EXISTING CONDITION                |                              | 2                  | 4                   | 8           |                  |                    | 14                             |
| DELINEATION OF PROPOSED DRAINAGE AREA                         |                              | 2                  | 4                   | 8           | 2                |                    | 16                             |
| DEVELOP HYDROLOGIC MODEL FOR THE PROPOSED CONDITION           |                              | 4                  | 12                  | 20          |                  |                    | 36                             |
| DEVELOP HYDRAULIC MODEL FOR THE PROPOSED CONDITION            |                              | 4                  | 12                  | 16          | 8                |                    | 40                             |
| COMPARE WATER SURFACE ELEVATIONS AND DESIGN IMPACT MITIGATION |                              | 2                  | 6                   | 12          |                  |                    | 20                             |
| FLOODPLAIN CUT AND FILL ANALYSIS                              |                              | 2                  | 6                   | 12          |                  |                    | 20                             |
|                                                               |                              |                    |                     |             |                  |                    |                                |
| PREPARE DRAFT REPORT                                          | 2                            | 2                  | 12                  | 24          |                  |                    | 40                             |
| PREPARE FINAL REPORT                                          | 2                            | 2                  | 12                  | 24          |                  |                    | 40                             |
|                                                               |                              |                    |                     |             |                  |                    |                                |
| HOURS SUB-TOTALS                                              | 5                            | 29                 | 84                  | 164         | 12               | 0                  | 294                            |
| CONTRACT RATE PER HOUR                                        | \$220.00                     | \$175.00           | \$130.00            | \$105.00    | \$100.00         | \$60.00            |                                |
| TOTAL LABOR COSTS                                             | \$1,100.00                   | \$5,075.00         | \$10,920.00         | \$17,220.00 | \$1,200.00       | \$0.00             | \$35,515.00                    |
| % DISTRIBUTION OF STAFFING                                    | 1.70%                        | 9.86%              | 28.57%              | 55.78%      | 4.08%            | 0.00%              |                                |
|                                                               |                              |                    |                     |             |                  |                    |                                |
| <b>SUBTOTAL (FC 161)</b>                                      |                              |                    |                     |             |                  |                    | <b>\$35,515.00</b>             |



EXHIBIT C - FEE SCHEDULE (IEA, INC.)  
LIMP SUM

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PRIME PROVIDER NAME: IEA, Inc  
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW  
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

| TASK DESCRIPTION                              | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT        | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|-----------------------------------------------|------------------------------|--------------------|---------------------|------------|------------------|--------------------|--------------------------------|
| <b>SIGNING AND PAVEMENT MARKINGS (FC 162)</b> |                              |                    |                     |            |                  |                    |                                |
| PREPARE SIGN DETAILS SHEETS                   |                              | 1                  | 1                   | 4          | 6                |                    | 12                             |
| PAVEMENT MARKINGS                             |                              | 1                  | 1                   | 4          | 6                |                    | 12                             |
| SELECT PAVEMENT MARKINGS FROM STATE STANDARDS |                              |                    | 1                   | 1          | 1                |                    | 3                              |
| DEVELOP SIGN AND PAVEMENT MARKING LAYOUTS     | 1                            | 1                  | 1                   | 4          | 6                |                    | 13                             |
| HOURS SUB-TOTALS                              | 1                            | 3                  | 4                   | 13         | 19               | 0                  | 40                             |
| CONTRACT RATE PER HOUR                        | \$220.00                     | \$175.00           | \$130.00            | \$105.00   | \$100.00         | \$60.00            |                                |
| TOTAL LABOR COSTS                             | \$220.00                     | \$525.00           | \$520.00            | \$1,365.00 | \$1,900.00       | \$0.00             | \$4,530.00                     |
| % DISTRIBUTION OF STAFFING                    | 2.50%                        | 7.50%              | 10.00%              | 32.50%     | 47.50%           | 0.00%              |                                |
| <b>SUBTOTAL (FC 162)</b>                      |                              |                    |                     |            |                  |                    | <b>\$4,530.00</b>              |

| TASK DESCRIPTION                                              | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT        | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|---------------------------------------------------------------|------------------------------|--------------------|---------------------|------------|------------------|--------------------|--------------------------------|
| <b>MISCELLANEOUS (ROADWAY) (FC 163)</b>                       |                              |                    |                     |            |                  |                    |                                |
| TRAFFIC CONTROL PLAN (ADVANCE WARNING, DETOUR PLAN, SEQUENCE) | 2                            | 2                  | 12                  | 18         | 14               |                    | 48                             |
| ALTERNATE DETOUR/LOW WATER CROSSING ANALYSIS                  | 1                            |                    | 10                  | 16         | 14               |                    | 41                             |
| MISCELLANEOUS TRAFFIC CONTROL DETAILS & STANDARDS             | 1                            |                    | 1                   | 5          | 6                |                    | 13                             |
| UTILITY ENGINEERING INVESTIGATION                             | 1                            | 1                  | 2                   | 3          | 3                |                    | 10                             |
| COMPUTE & TABULATE QUANTITIES                                 | 2                            | 1                  | 5                   | 5          | 5                |                    | 18                             |
| MISCELLANEOUS DETAILS                                         | 1                            | 1                  | 3                   | 6          | 6                |                    | 17                             |
| EROSION CONTROL SHEET                                         | 1                            |                    | 5                   | 10         | 14               |                    | 30                             |
| EROSION CONTROL SUMMARY SHEET                                 | 1                            |                    | 3                   | 10         | 10               |                    | 24                             |
| MISCELLANEOUS EROSION DETAILS & STANDARDS                     | 1                            |                    | 1                   | 5          | 6                |                    | 13                             |
| ESTIMATE                                                      | 2                            | 1                  | 4                   | 6          | 3                |                    | 16                             |
| SPECIFICATIONS AND GENERAL NOTES                              | 2                            | 1                  | 4                   | 6          |                  |                    | 13                             |
| HOURS SUB-TOTALS                                              | 15                           | 7                  | 50                  | 90         | 81               | 0                  | 243                            |
| CONTRACT RATE PER HOUR                                        | \$220.00                     | \$175.00           | \$130.00            | \$105.00   | \$100.00         | \$60.00            |                                |
| TOTAL LABOR COSTS                                             | \$3,300.00                   | \$1,225.00         | \$6,500.00          | \$9,450.00 | \$8,100.00       | \$0.00             | \$28,575.00                    |
| % DISTRIBUTION OF STAFFING                                    | 6.17%                        | 2.88%              | 20.58%              | 37.04%     | 33.33%           | 0.00%              |                                |
| <b>SUBTOTAL (FC 163)</b>                                      |                              |                    |                     |            |                  |                    | <b>\$28,575.00</b>             |



EXHIBIT C - FEE SCHEDULE (IEA, INC.)  
LIMP SUM

8/26/2024  
rev. 0

PRIME PROVIDER NAME: IEA, Inc  
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW  
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

| TASK DESCRIPTION                                    | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT      | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|-----------------------------------------------------|------------------------------|--------------------|---------------------|----------|------------------|--------------------|--------------------------------|
|                                                     |                              |                    |                     |          |                  |                    |                                |
| PROJECT MANAGEMENT (FC 164)                         |                              |                    |                     |          |                  |                    |                                |
|                                                     |                              |                    |                     |          |                  |                    |                                |
| COORDINATE WITH SUBCONSULTANTS                      | 8                            |                    | 10                  |          |                  |                    | 18                             |
| REVIEW GEOTECHNICAL, ENVIRONMENTAL, AND SURVEY DATA | 5                            |                    | 6                   |          |                  |                    | 11                             |
| PROGRESS MEETINGS AND REPORTING                     | 15                           |                    | 14                  |          |                  |                    | 29                             |
| CONTRACT MANAGEMENT (INVOICES, PROGRESS REPORTS)    | 12                           |                    | 10                  |          |                  | 8                  | 30                             |
| QA/QC REVIEWS                                       | 12                           |                    | 14                  |          |                  |                    | 26                             |
|                                                     |                              |                    |                     |          |                  |                    |                                |
| HOURS SUB-TOTALS                                    | 52                           | 0                  | 54                  | 0        | 0                | 8                  | 114                            |
| CONTRACT RATE PER HOUR                              | \$220.00                     | \$175.00           | \$130.00            | \$105.00 | \$100.00         | \$60.00            |                                |
| TOTAL LABOR COSTS                                   | \$11,440.00                  | \$0.00             | \$7,020.00          | \$0.00   | \$0.00           | \$480.00           | \$18,940.00                    |
| % DISTRIBUTION OF STAFFING                          | 45.61%                       | 0.00%              | 47.37%              | 0.00%    | 0.00%            | 7.02%              |                                |
|                                                     |                              |                    |                     |          |                  |                    |                                |
| SUBTOTAL (FC 164)                                   |                              |                    |                     |          |                  |                    | \$18,940.00                    |



EXHIBIT C - FEE SCHEDULE (IEA, INC.)  
LIMP SUM

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rev. 0

PRIME PROVIDER NAME: IEA, Inc  
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW  
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

| TASK DESCRIPTION                              | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT         | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|-----------------------------------------------|------------------------------|--------------------|---------------------|-------------|------------------|--------------------|--------------------------------|
| <b>BRIDGE DESIGN (FC 170)</b>                 |                              |                    |                     |             |                  |                    |                                |
| EVALUATE UP TO 3 ALTERNATIVES                 |                              |                    |                     |             |                  |                    |                                |
| (1) PREPARE PRELIMINARY DESIGN                | 2                            | 14                 | 14                  | 28          |                  |                    | 58                             |
| (2) PREPARE COST ESTIMATE                     | 2                            | 3                  | 6                   | 14          |                  |                    | 25                             |
| (3) PREPARE EXHIBITS                          | 2                            | 5                  | 6                   | 28          | 36               |                    | 77                             |
| BRIDGE 3D MODEL                               |                              | 2                  |                     |             | 18               |                    | 20                             |
| BRIDGE LAYOUT                                 | 2                            | 5                  | 6                   | 14          | 14               |                    | 41                             |
| BRIDGE TYPICAL SECTION                        | 1                            | 2                  | 3                   | 14          | 6                |                    | 26                             |
| BORING LOGS                                   |                              | 1                  | 2                   | 3           | 3                |                    | 9                              |
| FOUNDATION DESIGN                             | 2                            | 6                  | 18                  | 22          | 6                |                    | 54                             |
| ABUTMENT PLAN & ELEVATION                     |                              | 10                 |                     | 18          | 28               |                    | 56                             |
| ABUTMENT DETAILS                              |                              | 5                  |                     | 14          | 14               |                    | 33                             |
| BRIDGE SLAB PLAN & TYPICAL SECTION            |                              | 5                  |                     | 10          | 14               |                    | 29                             |
| BRIDGE BEAM LAYOUT                            |                              | 10                 |                     | 18          | 5                |                    | 33                             |
| PRESTRESSED BEAM DESIGN TABLE                 |                              | 6                  |                     | 14          | 5                |                    | 25                             |
| SUMMARY OF BRIDGE QUANTITIES & ELEVATIONS     | 1                            | 6                  | 8                   | 14          | 3                |                    | 32                             |
| BRIDGE STANDARDS                              |                              | 3                  | 2                   | 5           | 3                |                    | 13                             |
| PREPARE SPECIFICATIONS AND SPECIAL PROVISIONS |                              | 3                  | 4                   | 2           |                  | 4                  | 13                             |
| QAQC                                          |                              | 14                 |                     |             |                  |                    | 14                             |
|                                               |                              |                    |                     |             |                  |                    |                                |
| HOURS SUB-TOTALS                              | 12                           | 100                | 69                  | 218         | 155              | 4                  | 558                            |
| CONTRACT RATE PER HOUR                        | \$220.00                     | \$175.00           | \$130.00            | \$105.00    | \$100.00         | \$60.00            |                                |
| TOTAL LABOR COSTS                             | \$2,640.00                   | \$17,500.00        | \$8,970.00          | \$22,890.00 | \$15,500.00      | \$240.00           | \$67,740.00                    |
| % DISTRIBUTION OF STAFFING                    | 2.15%                        | 17.92%             | 12.37%              | 39.07%      | 27.78%           | 0.72%              |                                |
|                                               |                              |                    |                     |             |                  |                    |                                |
| <b>SUBTOTAL (FC 170)</b>                      |                              |                    |                     |             |                  |                    | <b>\$67,740.00</b>             |

| DIRECT EXPENSES (BASIC SERVICES)                 | QUANTITY | UNIT | RATE     |  |  |  | TOTAL           |
|--------------------------------------------------|----------|------|----------|--|--|--|-----------------|
| MILEAGE                                          | 600      | MI   | \$ 0.545 |  |  |  | \$327.00        |
| PHOTOCOPIES B/W (8 1/2" x 11")                   | 200      | EA   | \$ 0.15  |  |  |  | \$30.00         |
| PHOTOCOPIES B/W (11" X 17")                      | 300      | EA   | \$ 0.30  |  |  |  | \$90.00         |
| PHOTOCOPIES COLOR (8 1/2" X 11")                 | 30       | EA   | \$ 1.00  |  |  |  | \$30.00         |
| PHOTOCOPIES COLOR (11" X 17")                    | 30       | EA   | \$ 1.50  |  |  |  | \$45.00         |
| <b>SUBTOTAL DIRECT EXPENSES (BASIC SERVICES)</b> |          |      |          |  |  |  | <b>\$522.00</b> |



EXHIBIT C - FEE SCHEDULE (IEA, INC.)  
LIMP SUM

8/26/2024  
rev. 0

PRIME PROVIDER NAME: IEA, Inc  
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW  
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

| TASK DESCRIPTION                                            | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT        | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS |
|-------------------------------------------------------------|------------------------------|--------------------|---------------------|------------|------------------|--------------------|--------------------------------|
| <b>CONSTRUCTION ENGINEERING (FC 351)</b>                    |                              |                    |                     |            |                  |                    |                                |
| ENGINEER'S ESTIMATE OF PROBABLY CONSTRUCTION COSTS          |                              | 1                  | 3                   | 6          |                  |                    | 10                             |
| PREPARATION OF BID SOLICITATION DOCUMENTS                   | 3                            | 4                  | 5                   |            |                  |                    | 12                             |
| REVIEW OF BIDS/RECOMMENDATION TO COUNTY ENGINEER            | 3                            | 2                  | 5                   |            |                  |                    | 10                             |
| ATTEND PRE-BID / PRE-CONSTRUCTION MEETING                   | 8                            | 6                  |                     |            |                  |                    | 14                             |
| ATTEND FIELD MEETINGS/ CONDUCT SITE VISITS                  |                              | 4                  | 5                   |            |                  |                    | 9                              |
| CALCULATE QUANTITIES AND ASSIST IN PREPARING CHANGE ORDERS  | 2                            | 1                  | 3                   | 6          |                  |                    | 12                             |
| REVIEW AND APPROVE SHOP DRAWINGS                            |                              | 1                  | 6                   | 12         |                  |                    | 19                             |
| SUBMITTAL REVIEWS / RFI RESPONSES                           | 2                            | 1                  | 6                   | 8          | 10               |                    | 27                             |
| REVIEW OF PROGRESS APPLICATIONS/RECOMMENDATIONS TO ENGINEER | 2                            | 1                  | 6                   | 12         |                  |                    | 21                             |
| CONSTRUCTION SITE VISITS                                    | 2                            | 8                  | 8                   |            |                  |                    | 18                             |
| STRUCTURAL INSPECTIONS                                      |                              | 4                  | 4                   |            |                  |                    | 8                              |
| HOURS SUB-TOTALS                                            | 22                           | 33                 | 51                  | 44         | 10               | 0                  | 128                            |
| CONTRACT RATE PER HOUR                                      | \$220.00                     | \$175.00           | \$130.00            | \$105.00   | \$100.00         | \$60.00            |                                |
| TOTAL LABOR COSTS                                           | \$4,840.00                   | \$5,775.00         | \$6,630.00          | \$4,620.00 | \$1,000.00       | \$0.00             | \$22,865.00                    |
| % DISTRIBUTION OF STAFFING                                  | 17.19%                       | 25.78%             | 39.84%              | 34.38%     | 7.81%            | 0.00%              |                                |
| <b>SUBTOTAL (FC 351)</b>                                    |                              |                    |                     |            |                  |                    | <b>\$22,865.00</b>             |

|                                          |                 |             |             |  |  |  |                 |
|------------------------------------------|-----------------|-------------|-------------|--|--|--|-----------------|
| <b>DIRECT EXPENSES (FC 351)</b>          | <b>QUANTITY</b> | <b>UNIT</b> | <b>RATE</b> |  |  |  | <b>TOTAL</b>    |
| MILEAGE                                  | 400             | MI          | \$ 0.545    |  |  |  | \$218.00        |
| PHOTOCOPIES B/W (8 1/2" x 11")           | 40              | EA          | \$ 0.15     |  |  |  | \$6.00          |
| PHOTOCOPIES B/W (11" X 17")              | 20              | EA          | \$ 0.30     |  |  |  | \$6.00          |
| <b>SUBTOTAL DIRECT EXPENSES (FC 351)</b> |                 |             |             |  |  |  | <b>\$230.00</b> |



EXHIBIT C - FEE SCHEDULE (IEA, INC.)  
LIMP SUM

8/26/2024  
rev. 0

PRIME PROVIDER NAME: IEA, Inc  
PROJECT NAME: RILEY ROAD BRIDGE AT BIRCH CREEK DRAW  
LIMITS: 300' E/W OF RILEY RD @ BIRCH CREEK DRAW

| SUMMARY BY FUNCTION CODE (BASIC SERVICES) | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | EIT | CADD<br>OPERATOR | ADMIN/<br>CLERICAL | TOTAL COSTS BY FC |
|-------------------------------------------|------------------------------|--------------------|---------------------|-----|------------------|--------------------|-------------------|
| ROADWAY DESIGN CONTROLS (FC 110)          | 8                            | 20                 | 57                  | 102 | 106              | 0                  | \$33,980.00       |
| DRAINAGE (FC 161)                         | 5                            | 29                 | 84                  | 164 | 12               | 0                  | \$35,515.00       |
| SIGNING AND PAVEMENT MARKINGS (FC 162)    | 1                            | 3                  | 4                   | 13  | 19               | 0                  | \$4,530.00        |
| MISCELLANEOUS (ROADWAY) (FC 163)          | 1                            | 3                  | 4                   | 13  | 19               | 0                  | \$28,575.00       |
| PROJECT MANAGEMENT (FC 164)               | 52                           | 0                  | 54                  | 0   | 0                | 8                  | \$18,940.00       |
| BRIDGE DESIGN (FC 170)                    | 12                           | 100                | 69                  | 218 | 155              | 4                  | \$67,740.00       |
| SUBTOTAL LABOR EXPENSES                   | 79                           | 155                | 272                 | 510 | 311              | 12                 | \$189,280.00      |
| SUBTOTAL DIRECT EXPENSES                  |                              |                    |                     |     |                  |                    | \$522.00          |
| TOTAL                                     |                              |                    |                     |     |                  |                    | \$189,802.00      |

| SUMMARY BY FUNCTION CODE (ADDITIONAL SERVICES) | TOTAL COSTS BY FC |  |  |  |  |  |             |
|------------------------------------------------|-------------------|--|--|--|--|--|-------------|
| CONSTRUCTION ENGINEERING (FC 351)              |                   |  |  |  |  |  | \$22,865.00 |
| SUBTOTAL LABOR EXPENSES                        |                   |  |  |  |  |  | \$22,865.00 |
| SUBTOTAL DIRECT EXPENSES                       |                   |  |  |  |  |  | \$230.00    |
| TOTAL                                          |                   |  |  |  |  |  | \$23,095.00 |

| Schedule Milestones                               | Dates            | Aug |    |    |   | September |   |    |    |    |    |    |   |   |    | October |    |    |    |    |    |    |    |    |   | December |    |   |   |    |    |    |    |   |   | January '25 |   |    |  |  |  |  |  |  |  |
|---------------------------------------------------|------------------|-----|----|----|---|-----------|---|----|----|----|----|----|---|---|----|---------|----|----|----|----|----|----|----|----|---|----------|----|---|---|----|----|----|----|---|---|-------------|---|----|--|--|--|--|--|--|--|
|                                                   |                  | 26  | 27 | 28 | 4 | 7         | 9 | 22 | 23 | 24 | 25 | 26 | 8 | 9 | 10 | 11      | 12 | 13 | 17 | 18 | 21 | 22 | 25 | 31 | 5 | 18       | 19 | 2 | 3 | 10 | 11 | 17 | 18 | 6 | 7 | 8           | 9 | 10 |  |  |  |  |  |  |  |
| DRAFT PSE Proposal to Waller County               | 8/26             |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| FINAL PSE Proposal to Waller County               | 8/28             |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Court Approval of PSE Proposal                    | 9/4              |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Design Kick Off Meeting                           | 9/7              |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Design Engineering (Bridge/Roadway/Drainage)      | 9/9 - 11/30      |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| 30% Plans Submittal                               | 9/26             |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| 85% Planns Submittal**                            | 10/18            |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| 100% Plans Submital**                             | 10/25            |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| FINAL (Signed & Sealed) Plans Submital**          | 10/31            |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Subconsultant Engineering (NTP on 9/24)           | 9/7 - 10/31      |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Geotechnical Investigation                        | 9/9 - 10/22      |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Surveying (30 days)                               | 9/9 - 10/9       |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Environmental                                     | 9/9 - 10/18      |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Construction Bidding                              | 11/5 - 12/18     |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| 1st Bid Notice                                    | 11/5             |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| 2nd Bid Notice                                    | 11/19            |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| 3rd Bid Notice                                    | 12/3             |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Bids Due (Open in Comm. Court)                    | 12/11            |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Comm. Court Contractor Award (last Court of 2024) | 12/18            |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| Anticipated Construction Kick-Off Meeting         | 1/6/25 - 1/10/25 |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
|                                                   |                  |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| *Dates represent, worse case scenerios            |                  |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |
| **Subject to Possible Change                      |                  |     |    |    |   |           |   |    |    |    |    |    |   |   |    |         |    |    |    |    |    |    |    |    |   |          |    |   |   |    |    |    |    |   |   |             |   |    |  |  |  |  |  |  |  |



**Ally General Solutions, LLC**  
**dba AGS Engineering & Construction**  
5300 Hollister Road, Ste. 111  
Houston, TX 77040  
Phone: (281) 888-7682  
TX Engineer Firm No. 13574  
TBPELS Firm No. 10194392  
Certified: DBE/SBE/MBE/HUB  
SBA 8(A)/HUD Sec 3

August 23, 2024

Mr. Trey Haskins, PE, PTP, CFM  
Municipal Practice Leader  
IEA, Inc.  
13501 Katy Freeway, Suite 3425  
Houston, Texas 77079  
[rkalluri@kalluri.com](mailto:rkalluri@kalluri.com)  
(D) 832-810-9643

Re: Waller County – Riley Road at Birch Creek  
Bridge Replacement – Survey Proposal

Dear Mr. Kalluri:

Ally General Solutions, LLC dba AGS Engineering & Construction (AGS) would like to thank IEA, Inc. (IEA) for this opportunity to submit the following proposal for performing professional surveying services on the captioned project.

### **Project Overview and Scope**

This project is located in the Northeastern part of Waller County, TX at the wooden bridge structure located at Riley Road and Birch Creek. The Birch Creek crossing is a wooden bridge for a rural road that is heavily wooded. Birch Creek is a non-developed creek and is heavily wooded. Access to cross section the creek is restricted by existing fence lines. For an AGS crew to access the creek to obtain channel cross sections, AGS will need to secure Right of Entry (ROE).

The limits of the survey will be 300-foot outward from begin and end of bridge with the survey extending outside the existing ROW 50-foot. The survey along the creek will be extended 200-foot outward from Riley Road's existing ROW lines.

The Scope of Services and Deliverables is outlined under Exhibit "B" - Scope of Services.

### **Compensation**

AGS proposes to complete the work described in Exhibit "B" - Scope of Services for a lump sum fee outline in Exhibit "D" Fee Schedule (Lump Sum Method) without further modification to the scope of services.

### **Schedule**

AGS will complete the work described in the Scope of Survey Services within thirty (30) working days (weekends and holidays not included) after receipt of your written notice to proceed.

Mr. Trey Haskins, PE, PTP, CFM  
Waller County  
Riley Road at Birch Creek  
Bridge Replacement  
AGS Cost Proposal  
August 23, 2024

Again, I would like to thank you for this opportunity to submit this proposal and I look forward to working in partnership with you on making this a successful project. If we can provide additional information or be of further service, please do not hesitate to contact us. Should this proposal be acceptable, please sign, date, and return a copy to me for our file (**email: [dcoyer@ags-e-c.com](mailto:dcoyer@ags-e-c.com)**). This will serve as acceptance of the terms contained herein and will serve as our written authorization to proceed.

If you have any questions, please call me at 281-888-7682.

Best regards,  
AGS Engineering & Construction, LLC

*Daniel P. Coyer*

Daniel P. Coyer, R.P.L.S.  
Vice President

Exhibit "B" - Scope of Services  
(Page 1 of 1 Pages)

The field and office work will be performed following TxDOT Survey Requirements which can be found on TxDOT's web page named Surveyors Toolkit. Graphic files will be Bentley Open Roads Design (ORD).

The following tasks will be completed:

1. HORIZONTAL AND VERTICAL CONTROL (ESTABLISH CONTROL FOR DESIGN SURVEY)
2. PREPARE SURVEY CONTROL REPORT TO INCLUDE CONTROL DATA SHEETS , CONTROL INDEX SHEETS AND H&V CONTROL SHEETS.
3. FIELD SURVEY - DESIGN - ROADWAY (300-FT OUTWARD FROM BEGIN/END OF BRIDGE)
4. OBTAIN HYDRAULIC CHANNEL CROSS SECTIONS OF BIRCH CREEK AT FACE OF BRIDGE, ROW LINE, 100-FT & 200-FT OUT FROM ROW LINE UPSTREAM AND DOWN STREAM, WITH BRIDGE DETAIL SKETCH FOR HIGH ORD AND LOW ORD PROFILE TO DETERMINE HYDRAULIC OPENING.
5. UTILITY RESEARCH/TEXAS 811 REQUEST
6. PREPARE DESIGN SURVEY FILE (OPEN ROADS DESIGN)
7. PREPARE SURVEY CONTROL MAP FOR PS&E (CONTROL INDEX SHEET, HORZ. & VERT. CONTROL SHEETS)
8. QA/QC - DESIGN SURVEY & SURVEY CONTROL, CHECKLISTS - DESIGN SURVEY & CONTROL SURVEY
9. ABSTRACTING RESEARCH (ABTRACTOR'S CERTIFICATES, ROW DEEDS, PLATS, ETC.)
10. LOCATE EXISTING ROW CORNERS/PROPERTY CORNERS.
11. PREPARE EXISTING ROW MAP SHEET FOR PER FINAL ROW MAP CHECK LIST FOR INSERTION INTO PS&E MAP SET
12. MONUMENT EXISTING ROW LINE
13. ADMINISTRATIVE - PROJECT SETUP, INVOICING, MEETINGS (TEAMS/PHONE CALLS)
14. ADMINISTRATIVE - PROJECT SETUP, INVOICING, MEETINGS (TEAMS/PHONE CALLS)

TxDOT Houston District has a four (4) step review/submittal process related to preparing existing ROW map sets. AGS is not proposing the level of effort for the four (4) TxDOT submittal/review process.

Exhibit “D” Fee Schedule (Lump Sum Method)

Sub-Consultant: Ally General Solutions, LLC  
Highway: Riley Rd at Birch Creek  
County: Waller  
CSJ: XXXX-XX-XXX

Exhibiut D - Fee Schedule  
Method of Payment: Lump Sum

Legacy Contract No.XX-XIDPXXX  
P.A. Soft:  
WA X

| TASK DESCRIPTION                                                                                                                                                                                                                           | SURVEYOR<br>(RPLS)-SENIOR<br>TASK LEADER | SURVEYOR<br>(RPLS)-JUNIOR | SURVEY<br>TECH | CAD<br>OPERATOR<br>SENIOR | SURVEY<br>FIELD CREW<br>COORDINATOR | ABTRACTOR  | ADMIN/<br>CLERICAL | 2-MEN<br>SURVEY<br>CREW | 3-MEN<br>SURVEY<br>CREW | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------|----------------|---------------------------|-------------------------------------|------------|--------------------|-------------------------|-------------------------|--------------------------------|---------------|------------------------|
| ROADWAY DESIGN - FC 160 (150)                                                                                                                                                                                                              |                                          |                           |                |                           |                                     |            |                    |                         |                         |                                |               |                        |
| FIELD SURVEYING AND PHOTOGRAMMETRY                                                                                                                                                                                                         |                                          |                           |                |                           |                                     |            |                    |                         |                         |                                |               |                        |
| HORIZONTAL AND VERTICAL CONTROL (ESTABLISH CONTROL FOR DESIGN SURVEY) (4-POINTS)                                                                                                                                                           | 0.5                                      | 0                         | 2              | 0                         | 0                                   |            |                    | 10                      | 0                       | 13                             |               |                        |
| PREPARE SURVEY CONTROL REPORT TO INCLUDE CONTROL DATA SHEETS , CONTROL INDEX SHEETS AND H&V CONTROL SHEETS                                                                                                                                 | 1                                        | 0                         | 2              | 8                         | 0                                   |            |                    |                         | 0                       | 11                             |               |                        |
| FIELD SURVEY - DESIGN - ROADWAY (300-FT OUTWARD FROM BEGIN/END OF BRIDGE)                                                                                                                                                                  | 0.5                                      | 0                         | 2              | 0                         | 0                                   |            |                    |                         | 12                      | 15                             |               | #DIV/0!                |
| OBTAIN HYDRAULIC CHANNEL CROSS SECTIONS OF BIRCH CREEK AT FACE OF BRIDGE, ROW LINE, 100-FT & 200-FT OUT FROM ROW LINE UPSTREAM AND DOWN STREAM, WITH BRIDGE DETAIL SKETCH FOR HIGH ORD AND LOW ORD PROFILE TO DETERMINE HYDRAULIC OPENING. | 0.5                                      | 0                         | 2              | 0                         | 0                                   |            |                    |                         | 10                      | 13                             |               | #DIV/0!                |
| UTILITY RESEARCH/TEXAS 811 REQUEST.                                                                                                                                                                                                        | 0.5                                      |                           | 3              | 0                         | 0                                   |            |                    |                         |                         | 4                              |               | #DIV/0!                |
| PREPARE DESIGN SURVEY FILE (OPEN ROADS DESIGN)                                                                                                                                                                                             | 1                                        |                           | 3              | 18                        |                                     |            |                    |                         |                         | 22                             |               | #DIV/0!                |
| PREPARE SURVEY CONTROL MAP FOR PS&E (CONTROL INDEX SHEET, HORZ. & VERT. CONTROL SHEETS)                                                                                                                                                    | 1                                        | 0                         | 2              | 8                         | 0                                   |            |                    |                         |                         | 11                             |               | #DIV/0!                |
| QA/QC - DESIGN SURVEY & SURVEY CONTROL, CHECKLISTS - DESIGN SURVEY & CONTROL SURVEY                                                                                                                                                        | 1                                        | 0                         | 2              |                           |                                     |            |                    |                         |                         | 3                              |               | #DIV/0!                |
| ABSTRACTING RESEARCH (ABTRACTOR'S CERTIFICATES, ROW DEEDS, PLATS, ETC.)                                                                                                                                                                    | 1                                        |                           | 2              |                           |                                     | 24         |                    |                         |                         | 27                             |               | #DIV/0!                |
| LOCATE EXISTING ROW CORNERS/PROPERTY CORNERS.                                                                                                                                                                                              | 1                                        | 0                         |                |                           |                                     |            |                    | 10                      |                         | 11                             |               |                        |
| PREPARE EXISTING ROW MAP SHEET FOR PER FINAL ROW MAP CHECK LIST FOR INSERTION INTO PS&E MAP SET                                                                                                                                            | 0.5                                      | 0                         | 2              | 12                        |                                     |            |                    |                         |                         | 15                             |               |                        |
| MONUMENT EXISTING ROW LINE                                                                                                                                                                                                                 | 0.5                                      |                           | 2              |                           |                                     |            |                    | 8                       |                         | 11                             |               |                        |
| PREPARE RIGHT OF ENTRY LETTERS TO SECURE RIGHT-OF-ENTRY FROM LANDOWNERS.                                                                                                                                                                   | 1                                        |                           |                |                           |                                     |            | 4                  |                         |                         | 5                              |               | #DIV/0!                |
| ADMINISTRATIVE - PROJECT SETUP, INVOICING, MEETINGS (TEAMS/PHONE CALLS)                                                                                                                                                                    | 2                                        |                           |                |                           |                                     |            | 3                  |                         |                         | 5                              |               |                        |
|                                                                                                                                                                                                                                            |                                          |                           |                |                           |                                     |            |                    |                         |                         |                                |               |                        |
|                                                                                                                                                                                                                                            |                                          |                           |                |                           |                                     |            |                    |                         |                         | 0                              |               |                        |
| HOURS SUB-TOTAL                                                                                                                                                                                                                            | 12                                       | 0                         | 24             | 46                        | 0                                   | 24         | 7                  | 28                      | 22                      | 163                            | 0             |                        |
| CONTRACT RATE PER HOUR                                                                                                                                                                                                                     | \$179.72                                 | \$133.50                  | \$115.53       | \$115.53                  | \$89.86                             | \$77.02    | \$84.72            | \$200.00                | \$245.00                |                                |               |                        |
| TOTAL LABOR COSTS                                                                                                                                                                                                                          | \$2,156.64                               | \$0.00                    | \$2,772.72     | \$5,314.38                | \$0.00                              | \$1,848.48 | \$593.04           | \$5,600.00              | \$5,390.00              | \$23,675.26                    |               |                        |
| % DISTRIBUTION OF STAFFING                                                                                                                                                                                                                 | 7.36%                                    | 0.00%                     | 14.72%         | 28.22%                    | 0.00%                               | 14.72%     | 4.29%              | 17.18%                  | 13.50%                  |                                |               |                        |
| SUBTOTAL - FC 160 (163)                                                                                                                                                                                                                    |                                          |                           |                |                           |                                     |            |                    |                         |                         | \$23,675.26                    |               |                        |

|                                           |           |  |            |                 |          |  |  |  |  |  |  |         |
|-------------------------------------------|-----------|--|------------|-----------------|----------|--|--|--|--|--|--|---------|
| OTHER DIRECT EXPENSES                     | COST/UNIT |  | UNIT       |                 | QUANTITY |  |  |  |  |  |  |         |
| Mileage (# of miles) (current state rate) | \$0.655   |  | Mile       | 35 Mi Roundtrip | 140      |  |  |  |  |  |  | \$91.70 |
| Courier Service                           | \$45.00   |  | EACH       |                 |          |  |  |  |  |  |  | \$0.00  |
| Photocopies B&W (11"x17")                 | \$0.25    |  | EACH       |                 |          |  |  |  |  |  |  | \$0.00  |
| Photocopies B&W (8 1/2"x11")              | \$0.15    |  | EACH       |                 |          |  |  |  |  |  |  | \$0.00  |
| Photocopies Color (11"x17")               | \$1.25    |  | EACH       |                 |          |  |  |  |  |  |  | \$0.00  |
| Photocopies Color (8 1/2"x11")            | \$1.00    |  | EACH       |                 |          |  |  |  |  |  |  | \$0.00  |
| Plots (B&W on Bond)                       | \$1.00    |  | per sq. ft |                 |          |  |  |  |  |  |  | \$0.00  |
| Plots (Color on Bond)                     | \$1.75    |  | per sq. ft |                 |          |  |  |  |  |  |  | \$0.00  |
| CDs                                       | \$2.00    |  | EACH       |                 |          |  |  |  |  |  |  | \$0.00  |
| USB Flash (up to 32 GB)                   | \$10.00   |  | EACH       |                 |          |  |  |  |  |  |  | \$0.00  |
|                                           |           |  |            |                 |          |  |  |  |  |  |  |         |
| SUBTOTAL DIRECT EXPENSES                  |           |  |            |                 |          |  |  |  |  |  |  | \$91.70 |

|                                                   |             |
|---------------------------------------------------|-------------|
| SUMMARY                                           |             |
|                                                   |             |
| TOTAL COSTS FOR PRIME ONLY                        | \$23,675.26 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY | \$91.70     |
| GRAND TOTAL                                       | \$23,766.96 |

Note:  
TxDOT Houston District has a four (4) step review/submittal process related for preparing existing ROW map sets. AGS not proposing the level of effort for the four (4) TxDOT submittal/review process

August 22, 2024

Client: IEA, Inc.

Attn: Mr. Trey Haskins, PE, PTP, CFM

Submitted Electronically Only via E-Mail: Trey Haskins – [thaskins@ieaworld.com](mailto:thaskins@ieaworld.com)

**RE: Proposal for Geotechnical Drilling, Testing and Engineering Services (GEO)  
Waller County – Riley Rd. @ Birch Creek Bridge Replacement**

**B2Z Engineering** is pleased to submit this cost proposal to provide Geotechnical Engineering Services (GEO) for the above-referenced project. We are presenting this letter and cost estimate to confirm our understanding of this project and providing a description of the tasks to be performed. The broad objective of our study will be to determine subsurface conditions for use by others in completing the design of the above referenced project. Described in this proposal are:

- Our understanding of pertinent project characteristics
- Our proposed scope for field and laboratory study
- Our proposed scope for engineering evaluation and reporting
- Our tentative project schedule
- Our project lump sum fee

**I. Geotechnical Drilling and Miscellaneous Field Services (GEO - Drill)**

Based on the location map (or general directive) provided to **B2Z**, we are proposing the drilling and sampling of subsurface materials within the project limits as follows:

- Geotechnical Borings (Bridge Location)
  - Two (2) Borings will be drilled at proposed location of Riley Rd. at Birch Creek Bridge (Borings will be advanced to a depth of approximately 70 feet below the existing top of natural ground per directive of Client) (Texas Cone Penetrometer – TCP). (Borings will be drilled atop the existing pavement for definition of existing pavement thickness and for sampling of the subgrade soils for proposed pavement analysis).

The Client will be responsible for obtaining any necessary permits or authorization, including any needed clearing, to access areas (right of entry) where the borings are to be drilled. B2Z will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project.

The borings will be advanced to the specified depths and in-situ soil testing will be performed in general accordance with TxDOT Standard Test Procedures (Tex-132-E – Texas Cone Penetration Testing). The soil will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of our drilling operations.

All samples will be removed from the sample apparatus during drilling operations. B2Z personnel will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory.

Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with bentonite chips. Borings taken in existing roadway where ACP/HMAC is present, will be patched with cold-mix asphaltic paving material.

This proposal **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Regrading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

We will notify you should these services become necessary for us to complete our field exploration activities. We can arrange to provide for these services as part of our project scope, should you authorize us to do so.

## **II. Geotechnical Laboratory Testing Services (GEO - Test)**

Geotechnical Laboratory Testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

- (1) Lab. Determination of Moisture in Soils (ASTM D2216 / Tex-103-E)
- (2) Atterberg Limits (ASTM D4318 / Tex-104 thru 106-E)
- (3) Gradation (-200) (ASTM D1140 / Tex-111-E)
- (4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422 / Tex-110-E)
- (5) Sulfate Content of Soil (ASTM C1580 / Tex-145-E)
- (6) Lime-Series Testing (pH) (Part III) (Tex-121-E)

### **III. Geotechnical Engineering Services (GEO – Eng)**

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from our analyses will be presented in an electronic engineering report / technical memo (.pdf), which will be prepared by one of our engineers. The report / memo will include a boring location plan, boring logs with laboratory classification of recovered soil samples. The scope of work for engineering shall include the following:

- The Engineer shall provide Recommendations for Pavement Design.
- The Engineer shall provide Bridge Foundation – Foundation Capacity Curves & L-Pile Parameters.
- The Engineer shall provide geotechnical parameters for use in scour analysis to include grain size distribution curves with D50 value.
- The Engineer shall provide a signed, sealed and dated Geotechnical Report.

Our report(s) will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project.

### **Project Schedule**

We should be able to start the field work within 2 to 4 weeks after receiving your written authorization or after obtaining permission for rights of entry (ROE), whichever is later. Based on scope of work, field work will take approximately 2 days to complete. Final geotechnical report will be submitted approximately 4 weeks after completion of the field and laboratory testing.

### **Cost**

Based on the scope of work outlined within this proposal, the cost of the field investigation, laboratory testing & geotechnical report will be a total cost of \$37,500 (Lump Sum Cost).

We appreciate the opportunity to propose on this project. We hope this proposal meets with your approval. If you have any questions, please contact us.

Respectfully Submitted,  
B2Z Engineering



David A. Saenz, P.E., C.F.M.  
Project Manager / Project Engineer



5307 Industrial Oaks Blvd, Ste 601

Austin, TX 78735

P 512-442-1122

F 512-442-1181

**Terracon.com**

August 19, 2024

IEA Inc.  
13501 Katy Freeway  
Suite 3425  
Houston, Texas 77079

Attn: Mr. Trey Haskins, PE  
P: (979) 583-7657  
E: [thaskins@ieaworld.com](mailto:thaskins@ieaworld.com)

**RE: Proposal for Environmental Services**

Riley Road Bridge at Birch Creek Draw  
Waller County, Texas 77484  
Terracon Proposal No. P96247498

Dear Mr. Haskins,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to IEA inc. (client) to provide Environmental services for the above-referenced project. The requested scope of service includes:

- Waters of the United States (WOTUS) Delineation

Terracon is a national consulting firm providing geotechnical and environmental engineering, hydrogeology, asbestos, and construction materials testing services. We have over 7,000 employees working in more than 180 offices across the United States. For more information regarding Terracon, please visit our website at [www.Terracon.com](http://www.Terracon.com).

## **1.0 PROJECT INFORMATION**

The Riley Road / Birch Creek Draw bridge is located in the northeastern portion of Waller County, Texas, approximately 1.4 miles west of FM 1774 as measured along Riley Road. Terracon understands the Client is seeking a WOTUS delineation to support bridge replacement design and/or permitting. The survey area includes the project site (Birch Creek Draw Bridge) including Right-of-Way improvements within 200-feet and existing stream sections within 100-feet upstream and downstream of the proposed bridge. Please inform the undersigned at your earliest convenience if this information is not accurate.

## 2.0 SCOPE OF SERVICES

### 2.1 Waters of the United States (WOTUS) Delineation

This scope item is presented to assist the client in remaining in compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. The results of this scope may dictate the appropriate level of United States Army Corps of Engineers (USACE) permitting and/or coordination, if any. Terracon will perform subtasks to accomplish this task, including a desktop review, a site visit, and report preparation as described below.

#### 2.1.1 Desktop Review

Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historical topographic maps, soil surveys, plant species data, United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a thorough desktop review of site conditions. This desktop review will assist Terracon in preliminarily identifying potential aquatic resources on the site. Terracon will use this information to plan the on-site investigation and to limit investigation activities and identify areas that may be excluded from development. Terracon will consult with Client to identify areas that may not be developed (i.e., floodplain areas) to exclude from additional studies. In addition to GIS sources, Terracon will investigate the presence and/or availability of prior investigations at the property such as USACE verifications, environmental checklists, Environmental Impact Statements, or geotechnical reports. If prior investigations are identified, findings will be assessed in the desktop review and during the site visit, if applicable.

#### 2.1.2 Site Visit

A qualified environmental professional will perform a site visit to determine the existence and locations of aquatic features, including wetlands. The delineation methodology will follow the 1987 USACE Wetland Delineation Manual and applicable regional supplements. Aquatic features will be mapped using a Global Positioning System (GPS) device capable of sub-meter accuracy and according to the procedures required by the USACE. The site visit will include completion of USACE wetland determination data forms with plant identification, notation of hydrologic indicators, and excavation of shallow soil profiles, as appropriate within each different vegetative community spread throughout the project

site. **Potentially jurisdictional waterbodies (i.e., Birch Creek Draw) will be identified by delineating ordinary high-water marks and then mapped using a GPS receiver with appropriate accuracy, and the procedures required by the USACE.** Following the site visit, exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of all aquatic resources identified onsite during the site visit will be prepared. Terracon will provide a professional opinion regarding the likelihood for the identified aquatic resources to be considered jurisdictional and regulated by the USACE.

### 2.1.3 Report Preparation

Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations, and findings, and provide site-specific conclusions and recommendations as appropriate. The Waters of the United States (WOTUS) Delineation report will briefly describe the project, methods/sampling procedures, and results as required by the USACE. A preliminary determination and description of potentially jurisdictional WOTUS and potentially non-jurisdictional aquatic resources identified on the project site will be described in detail. Wetland determination data forms completed in accordance with USACE guidelines for each observation point will be included. Several maps showing the project site against relevant geospatial data will also be included. Finally, professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale will be offered.

### 2.1.4 Task-Specific Limitations and Considerations

Wetlands are naturally evolving systems. Effects of man-made disturbances, temporal variations (e.g., rainfall, season, drought), and subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions, and recommendations.

**This scope of work does not include an effort to inform, confirm, coordinate, or otherwise communicate Terracon's findings with the USACE, Environmental Protection Agency, or any other regulatory agency.**

## 3.0 SCHEDULE, LIMITATIONS, and RELIANCE

### 3.1 Schedule

| Task Services                                          | Schedule                                                   |
|--------------------------------------------------------|------------------------------------------------------------|
| <b>Waters of the United States (WOTUS) Delineation</b> |                                                            |
| Desktop Review                                         | 15 business days following NTP                             |
| Site Visit                                             | Scheduled within 15 business days following NTP            |
| Draft Report Submitted to Client                       | 20 business days following the site visit                  |
| Final Report Submitted to Client                       | 5 business days following receipt of consolidated comments |

In order to comply with the proposed schedule, the following items are required to be provided by the Client at the time of notification to proceed in order to meet the project completion date.

- A signed Agreement for Services evidencing acceptance of this scope of services.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).

Please note that any requested information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of these tasks.

#### Site Access and Safety

The client shall secure all necessary site-related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary project site access agreement. Terracon Consultants will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Terracon Consultants retains the right to stop work without penalty at any time. Client agrees it will respond quickly to all requests for information made by Terracon related to Terracon Consultant's pre-task planning and risk assessment processes.

## 3.2 Limitations

The findings and conclusions presented in the final reports will be based on the project site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees), or regulatory agency information used in the compilation of reports. The environmental services described above will be performed in accordance with that level and care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Except for the standard of care previously stated, Terracon makes no warranties or guarantees, express or implied, relating to Terracon's services and Terracon disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose. The stated and inherent limitations of the Scope of Services proposed herein must be considered when the user formulates opinions as to potential regulatory requirements associated with development of the site.

WOTUS Delineations are of limited scope, are generally noninvasive, and cannot eliminate the potential that hidden conditions are present or may exist at the site beyond what is identified by the limited scope of this report. In conducting the scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that concerns may be documented in public records that are not reviewed. The reports do not include invasive assessments or other services not particularly identified and discussed herein. No assessment can wholly eliminate uncertainty regarding the potential for hidden conditions. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to information that has not been provided by the Client.

## 3.3 RELIANCE

The report(s) will be prepared for the exclusive use and reliance of the client. Reliance by any other party is prohibited without the written authorization of the client and Terracon Consultants, Inc.



If the client is aware of additional parties that will require reliance on the reports, the names, addresses, and relationships of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of the information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the reports by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information, and receipt of an additional minimum fee of \$500 per relying party.

Reliance on the reports by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and reports. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

## 4.0 COMPENSATION

Compensation for the proposed Scope of Service shall be completed on a Fixed Fee, Lump Sum basis as outlined in the table below. Invoicing will be monthly based on percent complete of the tasks authorized below.

| Base Scopes of Service | Fee     |
|------------------------|---------|
| WOTUS Delineation      | \$6,000 |

The stated fees are valid only for 90 days after the date of this proposal. Once initiated, should the completion of the proposed Scope of Services be delayed by the client for a period exceeding four months, additional charges may apply. Additional services requested or approved by the client, such as consultation or other work that is not specifically included in the Scope of Services described in this proposal, will be performed on a lump sum basis for an additional fee based on a not-to-exceed budget.

## 5.0 AUTHORIZATION

The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. If this proposal meets with your approval,

Proposal for Environmental Services

Riley Road Bridge WOTUS | Waller, Waller County, Texas

August 19, 2024 | Terracon Proposal No. P96247498



work may be initiated by returning a fully executed copy of this proposal to our Austin office.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please reach out to Bridgette Zapalac by phone (512-358-9935) or email (Bridgette.zapalac@terracon.com).

Sincerely,

**Terracon Consultants, Inc.**

*Bridgette Zapalac*

Bridgette Zapalac  
Senior Scientist

A handwritten signature in black ink, appearing to read 'Jeff J', with a stylized flourish at the end.

Jeff Jenkerson  
Authorized Project Reviewer

Attachment: Agreement for Services

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between IEA, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Riley Road Bridge WOTUS project ("Project"), as described in Consultant's Proposal dated 08/19/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**By:  Date: **8/19/2024**Name/Title: **Jeffrey T. Jenkerson, M.S., CWB / Project Scientist, Environmental Planning**Address: **5307 Industrial Oaks Blvd Ste 160  
Austin, TX 78735-8821**Phone: **(512) 442-1122** Fax: **(512) 442-1181**Email: **Jeff.Jenkerson@terracon.com**Client: **IEA, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: **Trey Haskins /**Address: **13501 Katy Freeway Ste 3425  
Houston, TX 77079**Phone: **(832) 494-3700** Fax: \_\_\_\_\_Email: **thaskins@ieaworld.com**