ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS

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COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY**, **TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and HR Green, INC., hereinafter called the "Engineer" or "Company".

WITNESSETH:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Mathis Rd. Segment 2 from approximately Rochen Road to Betka Road in Waller County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 252, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. ("LJA") supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the Engineer

under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

- b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.
- c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.
- d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:
 - 1. At all critical milestones:
 - 2. At established periodic intervals; and
 - 3. Following completion of the work as a final Project record, including applicable record drawings.
- e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A ("Scope of Services").

3. Compensation and Payment

- a. The Engineer shall be entitled to payment of the lump sum amount of \$847,447.44 for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of \$49,942.00 for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.
 - (1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.
 - (2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.
- b. It is understood and agreed that monthly payments will be made to the Engineer by the

County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

c. It is expressly understood and agreed that the County has available the total maximum sum of \$897,389.44 as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. <u>Time of Performance</u>

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

- b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).
- c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. <u>Delays and Damages</u>

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Engineer's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Engineer's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Engineer shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Engineer.

9. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. <u>Compliance with Laws</u>

The Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Attachment C.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE **CAUSED EXTENT** BY THE NEGLIGENCE, **INTENTIONAL** TORT, **PROPERTY INFRINGEMENT** INTELLECTUAL OF THE (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Jesus M. Olivas, HR Green, INC., Columbia Centre, 11011 Richmond Ave. #200, Houston, TX 77042, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours of Engineer becoming aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts known to Engineer pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. <u>Successors and Assigns</u>

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. <u>Independent Engineer</u>

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

- 25. <u>Additional Statutory Requirements. Certain State Law Requirements for Contracts.</u> For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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above written. **COUNTY: ENGINEER:** WALLER COUNTY HR Green, INC. Carbett "Trey" J. Duhon III, County Judge Jesus M. Olivas Date Date ATTEST: Debbie Hollan, County Clerk Approved: J. Ross McCall, P.E., County Engineer **AUDITOR'S CERTIFICATE** I hereby certify that funds are available in an amount not to exceed \$897,389.44 to accomplish and pay the obligation of Waller County in the foregoing matter. Alan R. Younts, County Auditor

IN WITNESS WHEREOF, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first

APPENDIX A-1 Scope of Services (Lump Sum)



SCOPE OF SERVICES

I. General

- Data collection
- Project meetings (kick-off mtg + 12 monthly mtgs @ 1 hr ea. + meeting minutes)
- Internal QA/QC at preliminary, 70%, 95%, 100% reviews
- Coordinate with local agencies (LJA, Waller County, property owners, developers, etc.)
- Coordinate with adjacent engineers (Entech and IDS)
- Field site visits
- Project administration

II. Preliminary Design Phase

- Surveying coordination (coordinate roe letters)
- Sue coordination
- Geotech coordination
- Environmental constraints coordination
- Provide plan layout to all known utility companies
- Coordinate with private utilities for approvals and LONO (including letters)
- Construction cost estimate
- Prepare schematic roll plot
- Prepare preliminary engineering report (PER)
- PER meeting and presentation

Drainage Study Analysis

- Project meetings
- Data collection (models, plans)
- Field site visits
- Evaluate row requirements for ditches with exhibits
- Proposed and existing hydrology calculations
- Ditch calculations
- Evaluate 4 culverts in hy-8
- Develop preliminary construction cost estimate
- Calculate flood plain cut & fill mound creek outfall
- Prepare drainage report (with exhibits)
- PER meeting presentation

Sub Surface Utility Engineering (SUE)

- Utility Base Layout
- Utility Kick Off Mtg & Field Review
- CAD file and Records Research/Contact List
- Progress Mtgs w County and it's reps
- Initial Utility Conflict Matrix



Geotechnical Services

- Coordinate Soil Bore Locations/Mark/Utility Call-ins
- Field Personnel and Management During Drilling
- Sample Classification, Laboratory Coordination and Boring Log Generation
- Preliminary Geotechnical Report
- Final Geotechnical Report

Environmental Services

- Project meetings
- Project administration
- Environmental constraints evaluation

Survey Services

- Right-of-way mapping traditional row map
- Perform abstracting, survey existing property and row monumentation, and provide preliminary row sheets showing preliminary determination of property ownership and existing row widths.
- Prepare preliminary row map sheets showing existing and proposed row. Areas to be acquired shall be shaded and labeled and meet Waller county row map requirements.
- Prepare individual parcel maps and metes-and-bounds descriptions for each parcel to be acquired. Assume 2 parcels.
- Prepare final row map set compliant with TSPS category 1B, condition II specifications. Parcels to be acquired shall be shaded and labeled. Provide KMZ and GIS deliverables.
- Request right of entry (ROE) from all adjacent landowners. Provide copies of ROE letters and tracking report.
- Establish survey control at 1000-foot intervals using GPS RTK and digital level loop. Stake project baseline at all PCs, PTs, PIs, and at beginning, ending, and 1000-foot stations.
- Prepare survey control map which shows all survey control, temporary benchmarks, design baseline, and all side street construction centerlines.
- Perform topographic survey of existing roadway, utilities, ditches, fences, bridges and other improvements which will extend 20-feet beyond existing or proposed row. Cross sections shall be surveyed at 100-foot intervals. Intersecting streets will be surveyed for a minimum of 100-feet beyond proposed pavement. Structures in clear view and within 100-feet of existing or proposed row will be tied to survey. Survey storm and sanitary sewer facilities including flowlines where accessible. Provide copies of all point files, field notes, and data collection files. Provide copies of all point files, field notes, and data collection files.
- Prepare cad mapping files for topographic survey map and digital terrain model.
- Survey 20 geotechnical borings (requires separate mobilization)
- Recover, reflag, and verify baseline points, survey control points, and benchmarks. Re-establish
 missing points as needed. This proposal provides for this service to be performed three separate times
 for clearing, utility relocation, or other purposes as needed.



Set lathes at 100-foot intervals along all row tangents, and at 50-foot intervals along all row curves.
 This proposal provides for this service to be performed three separate times for clearing, utility relocation, or other purposes as needed.

III. Final Design Phase Services

- Title sheet (project title; location & vicinity map) (1 sheet)
- Index of drawings (1 sheet)
- Project sign for Waller county (1 sheet)
- Prepare KMZ file at 70%, 95%, and 100% design within proposed row
- Existing roadway typical sections (1 sheet)
- Proposed typical sections (1 sheet, ultimate section)
- Roadway plan and profile sheets (27 sheets) (500' each sheet) (including all roadway features, ditch profiles, alignment, profile, pc's, pt's, driveways, etc.)
- Horizontal alignment data sheets with project layout (2 sheet)
- Driveway table and details (2 sheets)
- Overall project drainage area map (1 sheet)
- Hydraulic calculations for drainage system (3 sheets)
- Design roadside ditch system and cross culverts layouts system (ditch side slopes and depth, ditch capacity, Houstorm runs, hydraulic computations) (both sides of road)
- Culvert layout sheets (7 sheets)
- Sequence of construction sheet (1 sheet)
- Advance warning sign layout (1 sheet)
- TCP overall phasing layout (2 sheets)
- TCP phasing typical sections (1 sheets)
- TCP phase 1 layout sheets (14 sheets) (double bank)
- TCP phase 2 layout sheets (14 sheets) (double bank)
- Detour plan sheet (1 sheet)
- Signing and striping layouts (50 scale) (14 sheets)(1000 lf/sheet double bank)
- Sw3p layouts (50 scale double bank (14 sheets 1000' each)
- Develop 3d model file for the corridor
- Earthwork/design cross sections (every 50')(44 sheets)
- Preparation of standards
- Detailed construction cost estimate
- Produce project manual (at 70%, 95%, and 100%)
- Assist with bid coordination

IV. Construction Phase Services

- Administrative documents
- Attend pre-bid meeting
- Respond to questions
- Preconstruction meeting



- Attend field meetings and site visits
- Preparation of change orders
- Review & approve submittal shop drawings
- Review & respond to RFI's
- Answer general questions
- Substantial completion walk through and punch list development
- Provide record drawings

NOT INCLUDED IN SCOPE OF SERVICES/ASSUMPTIONS:

- Detention Pond evaluation not included.
- Determine permit and regulatory requirements not included.
- For construction phase services, detailed measurements and investigations are not included.
- Attendance at Public meetings not included.
- On-site representation and construction inspection services are not included.
- HR Green is not responsible for the means, methods, techniques, sequence of procedures of
 construction selected by the Contractor(s) or the safety precautions and programs incident to the work
 of the Contractor(s). HR Green is not responsible for the failure of the Contractor to perform the work
 in accordance with the construction documents.
- Construction testing is not included in this proposal. It is our understanding that the County will contract directly with a testing firm to perform testing services.

HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call should you have any questions or comments.

Sincerely,

Jesus Olivas, P.E. Project Manager HR GREEN, INC.



| Lump | Sum | Serv | ices: |
|------|-----|------|-------|
|------|-----|------|-------|

| General | \$53,792.00 |
|--|--------------|
| Preliminary Engineering | \$89,272.00 |
| Drainage Analysis Study | \$61,799.00 |
| Final Design | \$342,810.00 |
| Sub-Consultant Services | |
| Topographic Survey by Landtech, Inc. | \$145,092.44 |
| Geotechnical Investigation by HVJ, Inc. | \$68,195.00 |
| Environmental Services by Reba-Kistner | \$15,748.00 |
| SUE by Cobb-Fendley | \$70,739.00 |
| Total Lump Sum Engineering Cost | \$847,447.44 |
| Additional Services: | |
| Construction Phase Services (Time and Materials) | \$49,942.00 |
| Total Cost | \$897,389.44 |

FEE SCHEDULE - HR GREEN, INC. Mathis Road - Waller County Project Number 23206

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT STAFF ENGINEER | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT | SUBTO BY LIN | OTALS IE ITEM | SUBTOTALS BY TASK |
|--|--------------------|--------------------|---------------------|--------------------------|------------------------|--------------|------------------|--------------------|--------------------------------|----------|----------------|-------------------|-----------------|------------------------|----------------------------|
| | | | | | | | | | | | | | | | |
| GENERAL | | | | | | | | | | | | | | | |
| DATA COLLECTION | 16 | 24 | | 40 | | | | | 80 | NA | NA | NA | \$ | 15,464.00 | \$ 15,464.0 |
| PROJECT MEETINGS (KICK-OFF MTG + 12 MONTHLY MTGS @ 1 HR EA. + MEETING MINUTES) | 40 | 20 | | 12 | | | | 8 | 80 | NA | NA | NA | \$ | 17,820.00 | \$ 33,284.0 |
| COORDINATE WITH LOCAL AGENCIES (LJA, WALLER COUNTY, PROPERTY OWNERS, DEVELOPERS, ETC.) | 6 | 8 | | 16 | | | | | 30 | NA | NA | NA | \$ | 5,764.00 | \$ 39,048.0 |
| PROJECT ADMINISTRATION | 16 | 24 | | 16 | | | | 24 | 80 | NA | NA | NA | \$ | 14,744.00 | \$ 53,792.0 |
| TOTAL: GENERAL | | | | | | | | | | | | | \$ | 53,792.00 | |
| PRELIMINARY ENGINEERING | | | | | | | | | | | | | | | |
| SURVEYING COORDINATION (COORDINATE ROE LETTERS) | 4 | 8 | | 16 | | | | | 28 | NA | NA | NA | 6 | 5,216.00 | \$ 5,216.0 |
| SUE COORDINATION | 4 | 8 | | 50 | | | | | 62 | | | | \$ | | |
| GEOTECH COORDINATION | | _ | | | | | | | | NA NA | NA NA | NA NA | \$ | 10,656.00 | |
| ENVIRONMENTAL CONSTRAINTS COORDINATION | 4 | 8 | | 28 6 | | | | | 40 | NA NA | NA NA | NA NA | Ф | 7,136.00 | |
| COORDINATE WITH PRIVATE UTILITIES FOR APPROVALS AND LONO (INCLUDING LETTERS) | 2 | 48 | 20 | 12 | | | | | 11 | NA | NA | NA | Φ | 2,014.00 | |
| CONSTRUCTION COST ESTIMATE | 1 | 22 | 20 | 16 | 24 | | | | 82 63 | NIA | NA | N/A | \$ | 15,428.00 10,844.00 | \$ 40,450.0 \$ 51,294.0 |
| PREPARE SHCEMATIC ROLL PLOT | 1 | 30 | | 60 | 60 | | | | 154 | NA NA | NA NA | NA NA | Φ | 25,846.00 | \$ 51,294.0 \$ 77,140.0 |
| PREPARE PRELIMINARY ENGINEERING REPORT (PER) | 4 | 24 | | 24 | 00 | | | | 52 | NA NA | NA NA | NA NA | ę. | 9,616.00 | |
| PER MEETING AND PRESENTATION | 4 | 4 | | 4 | | | | | 12 | NA NA | NA NA | NA NA | ę. | 2,516.00 | |
| TOTAL: PRELIMINARY ENGINEERING | 7 | 7 | | 4 | | | | | 12 | INA | INA | INA | \$ | 89,272.00 | ψ 09,212.0 |
| ENAL PERION | | | | | | | | | | | | | | | |
| FINAL DESIGN | | | | | | | | | | | | | | | |
| TITLE SHEET (PROJECT TITLE; LOCATION & VICINITY MAP) (1 SHEET) | 1 | 4 | | 4 | 4 | | | | 13 | | 1 | 13 | \$ | 2,314.00 | \$ 2,314.0 |
| NDEX OF DRAWINGS (1 SHEET) | 1 | 2 | | 4 | 8 | | | | 15 | | 1 | 15 | \$ | 2,544.00 | \$ 4,858.0 |
| PROJECT SIGN FOR WALLER COUNTY (1 SHEET) | 1 | 4 | | 4 | 6 | | | | 15 | | 1 | 15 | \$ | 2,624.00 | \$ 7,482.0 |
| PREPARE KMZ FILE AT 70%, 95%, AND 100% DESIGN WITHIN PROPOSED ROW | 1 | 4 | | 8 | | | | | 13 | | NA | NA | \$ | 2,334.00 | \$ 9,816.0 |
| TYPICAL SECTION SHEETS | | | | | | | | | | | | | | | |
| EXISTING ROADWAY TYPICAL SECTIONS (1 SHEET) | 1 | 2 | | 4 | 6 | | | | 13 | | 1 | 13 | \$ | 2,234.00 | \$ 12,050.0 |
| PROPOSED TYPICAL SECTIONS (1 SHEET, ULTIMATE SECTION) | 1 | 2 | | 4 | 8 | | | | 15 | | 1 | 15 | \$ | 2,544.00 | \$ 14,594.0 |
| ROADWAY PLANS AND DETAILS | | | | | | | | | | | | | | | |
| ROADWAY PLAN AND PROFILE SHEETS (27 SHEETS) (500' EACH SHEET) (INCLUDING ALL ROADWAY FEATURES, DITCH PROFILES, ALIGNMENT, PROFILE, PC'S, PT'S, DRIVEWAYS, ETC.) | | | | | | | | | | | | | | | |
| HORIZONTAL ALIGNMENT DATA SHEETS WITH PROJECT LAYOUT (2 SHEET) | 24 | 120 | | 120 | 160 | 250 | | | 674 | | 27 | 25 | \$ | 111,476.00 | |
| DRIVEWAY TABLE AND DETAILS (2 SHEETS) | 1 | 4 | | 10 | 42 | | | | 57 | | 2 | 29 | \$ | 9,164.00 | |
| | 1 | 4 | | 8 | 16 | | | | 29 | | 2 | 15 | \$ | 4,814.00 | \$ 140,048.0 |
| DRAINAGE SHEETS | | | | | | | | | | | | | | | |
| OVERALL PROJECT DRAINAGE AREA MAP (1 SHEET) | 1 | 4 | | 8 | 16 | | | | 29 | | 1 | 29 | \$ | 4,814.00 | \$ 144,862.0 |
| HYDRAULIC CALCULATIONS FOR DRAINAGE SYSTEM (3 SHEETS) | 1 | 4 | | 16 | 32 | | | | 53 | | 3 | 18 | \$ | 8,574.00 | \$ 153,436.0 |
| DESIGN ROADSIDE DITCH SYSTEM AND CROSS CULVERTS LAYOUTS SYSTEM (DITCH SIDE SLOPES AND DEPTH, DITCH CAPACITY, HOUSTORM RUNS, HYDRAULIC COMPUTATIONS) (BOTH SIDES OF ROAD) | 1 | 12 | | 24 | 32 | | | | 69 | | NA | NA | \$ | 11,414.00 | \$ 164,850.0 |
| CULVERT LAYOUT SHEETS (7 SHEETS) | 4 | 22 | | 25 | 30 | 50 | | | 131 | | 7 | | \$ | 21,536.00 | |
| TRAFFIC CONTROL PLAN | | | | | | | | | | | | | | | |
| SEQUENCE OF CONSTRUCTION SHEET (1 SHEET) | | | | | | | | + | | | | | - | | |

3/24/2025 Pag

| FFF SCHEDULE - HR GREEN INC. Mathis Road - Waller County Pro | ioct Number 22206 | |
|--|-------------------|--|

3,494.00 \$

5,204.00 \$

3,184.00 \$

24,264.00 \$

24,264.00 \$

4,424.00 \$

21,846.00 \$

13,616.00 \$

6,514.00 \$

10,540.00 \$

2,890.00 \$ 14,336.00 \$

15,308.00 \$

2,656.00 \$

342,110.00

#REF!

193,064.00

198,268.00

201,452.00

225,716.00

249,980.00

254,404.00

276,250.00

289,866.00

296,380.00

306,920.00

309,810.00

324,146.00

339,454.00

342,110.00

| FEE SCHI | DULE - HR GREEN, | INC. Mathis F | Road - Waller C | County Project | Number 23206 | 3 | | | _ | | | |
|--|------------------|---------------|-----------------|----------------|--------------|-------------|----------|------------|--------------|-------|--------|-------|
| ADVANCE WARNING SIGN LAYOUT (1 SHEET) | 1 | 2 | | 8 | 10 | | | | 21 | | 1 | 21 |
| TCP OVERALL PHASING LAYOUT (2 SHEETS) | 1 | 6 | | 8 | 16 | | | | 31 | | 2 | 16 |
| TCP PHASING TYPICAL SECTIONS (1 SHEETS) | 1 | 2 | | 8 | 8 | | | | 19 | | 1 | 19 |
| TCP PHASE 1 LAYOUT SHEETS (14 SHEETS) (DOUBLE BANK) | 6 | 12 | | 24 | 48 | 60 | | | 150 | | 10 | 15 |
| TCP PHASE 2 LAYOUT SHEETS (14 SHEETS) (DOUBLE BANK) | 6 | 12 | | 24 | 48 | 60 | | | 150 | | 10 | 15 |
| DETOUR PLAN SHEET (1 SHEET) | 1 | 2 | | 8 | 16 | | | | 27 | | 1 | 27 |
| SIGNING AND PAVEMENT MARKING PLANS | | | | | | | | | | | | |
| SIGNING AND STRIPING LAYOUTS (50 SCALE) (14 SHEETS)(1000 LF/SHEET - DOUBLE BANK) | 4 | 10 | | 40 | 80 | | | | 134 | | 14 | 10 |
| STORM WATER POLLUTION PREVENTION PLAN (SW3P) | | | | | | | | | | | | |
| SW3P LAYOUTS (50 SCALE DOUBLE BANK (14 SHEETS 1000' EACH) | 4 | 16 | | 20 | 40 | | | | 80 | | 14 | 6 |
| ROADWAY CROSS SECTIONS | | | | | | | | | | | | |
| DEVELOP 3D MODEL FILE FOR THE CORRIDOR | 1 | 32 | | | | | | | 33 | | NA | NA |
| EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')(44 SHEETS) | 10 | 40 | | | | | | | 50 | | 44 | 1 |
| MISCELLENAEOUS | | | | | | | | | <u> </u> | | | |
| PREPARATION OF STANDARDS | | 2 | | 4 | 12 | | | | 18 | | 18 | 1 |
| DETAILED CONSTRUCTION COST ESTIMATE | 4 | 16 | | 40 | 24 | | | | 84 | | NA | NA |
| PRODUCE PROJECT MANUAL (AT 70%, 95%, AND 100%) | 2 | 24 | | 32 | 32 | | | | 90 | | NA | NA |
| ASSIST WITH BID COORDINATION | 4 | 8 | | | | | | | 12 | | NA | NA |
| TOTAL: PLAN SET DEVELOPMENT | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 191 | 606 | 20 | 763 | 786 | 420 | 0 | 32 | 2,818 | 2,818 | 163 | |
| CONTRACT RATE PER HOUR | \$274.00 | \$195.00 | \$180.00 | \$160.00 | \$155.00 | \$150.00 | \$155.00 | \$130.00 | | | # OF S | HEETS |
| TOTAL LABOR COSTS | \$52,334.00 | \$118,170.00 | \$3,600.00 | \$122,080.00 | \$121,830.00 | \$63,000.00 | \$0.00 | \$4,160.00 | \$485,174.00 | | | |
| LABOR SUBTOTAL | | | | | | | | | \$485,174.00 | | | |

| LABOR SUBTOTAL | | | | | | | | | \$485,174.00 |
|--------------------------------|------------|------|-----------|---|---|---|---|---|--------------|
| | | | | | | | | | |
| OTHER DIRECT EXPENSES | | | | | | | | | |
| | # OF UNITS | UNIT | COST/UNIT | ī | Ī | 1 | T | 1 | 1 |
| | | | | | | | | | |
| MILEAGE | 500 | mile | \$0.700 | | | | | | \$350.00 |
| OVERNIGHT MAIL - LETTER SIZE | | each | | | | | | | \$0.00 |
| OVERNIGHT MAIL - OVERSIZED BOX | | each | | | | | | | \$0.00 |
| PHOTOCOPIES B/W (8.5 X 11) | | each | | | | | | | \$0.00 |
| PHOTOCOPIES B/W (11 X 17) | | each | | | | | | | \$350.00 |
| | | | | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | | | | \$700.00 |

| | SUMMARY |
|--------------|-----------------------|
| | |
| \$485,174.00 | TOTAL LABOR COSTS |
| \$700.00 | OTHER DIRECT EXPENSES |
| \$485,874.00 | TOTAL |

3/24/2025 Page 2 of 1

DRAINAGE STUDY: FEE SCHEDULE - HR GREEN, INC.

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT STAFF ENGINEER | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT |
|--|--------------------|--------------------|---------------------|--------------------------|------------------------|--------------|------------------|--------------------|--------------------------------|------|----------------|-------------------|
| | | | | | | | | | | | | |
| PRELIMINARY ENGINEERING | | | | | | | | | | | | + |
| EVALUATE ROW REQUIREMENTS FOR DITCHES WITH EXHIBITS | 8 | 12 | | 24 | | | 24 | | 68 | NA | NA | NA |
| PROPOSED AND EXISTING HYDROLOGY CALCULATIONS | 2 | 12 | | 20 | | | | | 34 | | | |
| DITCH CALCULATIONS | 4 | 16 | | 24 | | | | | 44 | | | |
| EVALUATE 4 CULVERTS IN HY-8 | 2 | 12 | | 20 | | | | | 34 | | | |
| DEVELOP PRELIMINARY CONSTRUCTION COST ESTIMATE | 2 | 2 | | 8 | | | | | 12 | NA | NA | NA |
| CALCULATE FLOOD PLAIN CUT & FILL - MOUND CREEK OUTFALL | 2 | 2 | 4 | 6 | | | 12 | | 26 | | | |
| PREPARE DRAINAGE REPORT (WITH EXHIBITS) | 12 | 24 | | 60 | | | 16 | | 112 | NA | NA | NA |
| ATTEND PER MEETING | 4 | 4 | | | | | | | 8 | | | |
| TOTAL: PRELIMINARY ENGINEERING | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 36 | 84 | 4 | 162 | 0 | 0 | 52 | 0 | 338 | | 0 | |
| CONTRACT RATE PER HOUR | \$274.00 | \$195.00 | \$180.00 | \$160.00 | \$155.00 | \$150.00 | \$155.00 | \$130.00 | | | # OF S | SHEETS |
| TOTAL LABOR COSTS | \$9,864.00 | \$16,380.00 | \$720.00 | \$25,920.00 | \$0.00 | \$0.00 | \$8,060.00 | \$0.00 | \$60,944.00 | | | |
| | | | | | | | | | | | | |
| LABOR SUBTOTAL | | | | | | | | | \$60,944.00 | | | |

| SUBT | OTALS | Sl | JBTOTALS |
|--------|-----------|----|-----------|
| BY LII | NE ITEM | | BY TASK |
| | | | |
| | | | |
| | | | |
| | | | |
| \$ | 12,092.00 | \$ | 12,092.00 |
| \$ | 6,088.00 | \$ | 18,180.00 |
| \$ | 8,056.00 | \$ | 26,236.00 |
| \$ | 6,088.00 | \$ | 32,324.00 |
| \$ | 2,218.00 | \$ | 34,542.00 |
| \$ | 4,478.00 | \$ | 39,020.00 |
| \$ | 20,048.00 | \$ | 59,068.00 |
| \$ | 1,876.00 | \$ | 60,944.00 |
| \$ | 60,944.00 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | #REF! | | |

| OTHER DIRECT EXPENSES | # OF UNITS | UNIT | COST/UNIT | | | |
|--------------------------------|------------|------|-----------|--|--|----------|
| | | | | | | |
| Mileage | 250 | mile | \$0.70 | | | \$175.00 |
| Overnight mail - letter size | 12 | each | \$10.00 | | | \$120.00 |
| Overnight mail - oversized box | 3 | each | \$120.00 | | | \$360.00 |
| Photocopies B/W (8.5 x 11) | 500 | each | \$0.20 | | | \$100.00 |
| Photocopies B/W (11 x 17) | 100 | each | \$1.00 | | | \$100.00 |
| | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | \$855.00 |

| SUMMARY | |
|-----------------------|-------------|
| | |
| TOTAL LABOR COSTS | \$60,944.00 |
| OTHER DIRECT EXPENSES | \$855.00 |
| TOTAL | \$61,799.00 |

FEE SCHEDULE - HR GREEN, INC. Mathis Road - Waller County Project Number 23206

| TASK DESCRIPTION | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT STAFF ENGINEER | SENIOR ENGR TECH | ENGR TECH | CADD OPERATOR | ADMIN/ CLERICAL | TOTAL LABOR HRS. & COSTS | UNIT | NO OF UNITS | HOURS PER UNIT |
|--|--------------------|--------------------|---------------------|--------------------------|------------------------|--------------|------------------|--------------------|--------------------------------|------|----------------|-------------------|
| CONSTRUCTION PHASE SERVICES | | | | | | | | | | | | |
| ADMINISTRATIVE DOCUMENTS | | 24 | | | | | | | 24 | NA | NA | NA |
| ATTEND PRE-BID MEETING | 4 | 4 | | | | | | | 8 | | | |
| RESPOND TO QUESTIONS | 4 | 6 | | | | | | | 10 | | | |
| PRECONSTRUCTION MEETING | 4 | 4 | | | | | | | 8 | | | |
| ATTEND FIELD MEETINGS AND SITE VISITS | 12 | 12 | | | | | | | 24 | NA | NA | NA |
| PREPARATION OF CHANGE ORDERS | 4 | 24 | | | | | | | 28 | | | |
| REVIEW & APPROVE SUBMITTAL SHOP DRAWINGS | 4 | 24 | | | | | | | 28 | | | |
| REVIEW & RESPOND TO RFI'S | 4 | 24 | | | | | | | 28 | | | |
| ANSWER GENERAL QUESTIONS | 4 | 24 | | | | | | | 28 | | | |
| SUBSTANTIAL COMPLETION WALK THROUGH AND PUNCH LIST DEVELOPMENT | 4 | 4 | | | | | | | 8 | | | |
| PROVIDE RECORD DRAWINGS | 4 | 16 | | | 24 | | | | 44 | | | |
| TOTAL: CONSTRUCTION PHASE SERVICES | | | | | | | | | | | | |
| | | | | | | | | | | | | <u> </u> |
| HOURS SUB-TOTALS | 48 | 166 | 0 | 0 | 24 | 0 | 0 | 0 | 238 | | 0 | <u> </u> |
| CONTRACT RATE PER HOUR | \$274.00 | \$195.00 | \$180.00 | \$160.00 | \$155.00 | \$150.00 | \$155.00 | \$130.00 | | | # OF | SHEETS |
| TOTAL LABOR COSTS | \$13,152.00 | \$32,370.00 | \$0.00 | \$0.00 | \$3,720.00 | \$0.00 | \$0.00 | \$0.00 | \$49,242.00 | | | |
| LABOR SUBTOTAL | | | | | | | | | \$49,242.00 | | | |

| | SUBTO | | 5 | SUBTOTALS |
|---|--------|-----------|----|-----------|
| | BY LIN | E ITEM | | BY TASK |
| - | | | | |
| 4 | | | | |
| | | | | |
| | \$ | 4,680.00 | \$ | 4,680.00 |
| | \$ | 1,876.00 | \$ | 6,556.00 |
| | \$ | 2,266.00 | \$ | 8,822.00 |
| | \$ | 1,876.00 | \$ | 10,698.00 |
| | \$ | 5,628.00 | \$ | 16,326.00 |
| | \$ | 5,776.00 | \$ | 22,102.00 |
| | \$ | 5,776.00 | \$ | 27,878.00 |
| | \$ | 5,776.00 | \$ | 33,654.00 |
| | \$ | 5,776.00 | \$ | 39,430.00 |
| | \$ | 1,876.00 | \$ | 41,306.00 |
| | \$ | 7,936.00 | \$ | 49,242.00 |
| | \$ | 49,242.00 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | \$ | 49,242.00 | | |

| OTHER DIRECT EXPENSES | # OF UNITS | UNIT | COST/UNIT | | | |
|--------------------------------|-------------|------|-----------|--|--|----------|
| | # 01 014113 | ONT | COST/ONIT | | | |
| | | | | | | |
| MILEAGE | 500 | mile | \$0.700 | | | \$350.00 |
| OVERNIGHT MAIL - LETTER SIZE | | each | | | | \$0.00 |
| OVERNIGHT MAIL - OVERSIZED BOX | | each | | | | \$0.00 |
| PHOTOCOPIES B/W (8.5 X 11) | | each | | | | \$0.00 |
| PHOTOCOPIES B/W (11 X 17) | | each | | | | \$350.00 |
| | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | \$700.00 |

| SUMMARY | |
|-----------------------|-------------|
| | |
| TOTAL LABOR COSTS | \$49,242.00 |
| OTHER DIRECT EXPENSES | \$700.00 |
| TOTAL | \$49,942.00 |

3/24/2025 Page 1 of 1

FEE SCHEDULE

| TASK DESCRIPTION | PROJECT MANAGER | PROJECT SURVEYOR RPLS | SURVEY TECHNICIAN | CAD TECHNICIAN | | | | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|--|--------------------|-----------------------------|----------------------|-------------------|--------|--------|--------|--------------------------------|---------------|-------------|
| RIGHT-OF-WAY (ROW) SURVEY | | | | | | | | | | — |
| | | | | | | | | | | |
| RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP | | | | | | | | | | |
| PERFORM ABSTRACTING, SURVEY EXISTING PROPERTY AND ROW MONUMENTATION, AND PROVIDE PRELIMINARY ROW SHEETS SHOWING PRELIMINARY DETERMINATION OF PROPERTY OWNERSHIP AND EXISTING ROW WIDTHS. | 4 | 19 | 75 | 72 | | | | 170 | N/A | N/A |
| PREPARE PRELIMINARY ROW MAP SHEETS SHOWING EXISTING AND PROPOSED ROW. AREAS TO BE ACQUIRED SHALL BE SHADED AND LABELED AND MEET WALLER COUNTY ROW MAP REQUIREMENTS. | 0 | 0 | 0 | 0 | | | | 0 | N/A | N/A |
| PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 2 PARCELS. | 1 | 4 | 8 | 16 | | | | 29 | | |
| PREPARE FINAL ROW MAP SET COMPLIANT WITH TSPS CATEGORY 1B, CONDITION II SPECIFICATIONS. PARCELS TO BE ACQUIRED SHALL BE SHADED AND LABELED. PROVIDE KMZ AND GIS DELIVERABLES. | 3 | 9 | 15 | 28 | | | | 55 | N/A | N/A |
| | | | | | | | | | | |
| HOURS SUB-TOTALS | 8 | 32 | 98 | 116 | 0 | 0 | 0 | 254 | 0 | |
| CONTRACT RATE PER HOUR | \$230.00 | \$188.00 | \$130.00 | \$115.00 | \$0.00 | \$0.00 | \$0.00 | - | | i |
| TOTAL LABOR COSTS | \$1,840.00 | \$6,016.00 | \$12,740.00 | \$13,340.00 | \$0.00 | \$0.00 | \$0.00 | \$33,936.00 | 1 | ı |
| % DISTRIBUTION OF STAFFING | 3.15% | 12.60% | 38.58% | 45.67% | 0.00% | 0.00% | 0.00% | |] | ı |
| | | | | | | | | | j | i |
| SUBTOTAL FC 145 | | | | | | | | \$33,936.00 | | i |

| TASK DESCRIPTION | PROJECT MANAGER | PROJECT SURVEYOR RPLS | SURVEY TECHNICIAN | CAD TECHNICIAN | | | | TOTAL LABOR HRS. & COSTS | NO OF DWGS | HR / SHT |
|--|--------------------|-----------------------------|----------------------|-------------------|--------|--------------|----------|--------------------------------|---------------|-------------|
| DESIGN SURVEY | | | | | | | | | | |
| DEGION GORVET | | | | | | | | | | |
| REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPES OF ROE LETTERS AND TRACKING REPORT. | 0 | 1 | 4 | 0 | | | | 5 | N/A | N/A |
| ESTABLISH SURVEY CONTROL AT 1000-FOOT INTERVALS USING GPS RTK AND DIGITAL LEVEL LOOP. STAKE PROJECT BASELINE AT ALL PCs, PTs, PIS, AND AT BEGINNING, ENDING, AND 1000-FOOT STATIONS. | 1 | 2 | 15 | 0 | | | | 18 | N/A | N/A |
| PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES. | 3 | 6 | 0 | 24 | | | | 33 | | |
| PERFORM TOPOGRAPHIC SURVEY OF EXISTING ROADWAY, UTILITIES, DITCHES, FENCES, BRIDGES AND OTHER IMPROVEMENTS WHICH WILL EXTEND 20-FEET BEYOND EXISTING OR PROPOSED ROW. CROSS SECTIONS SHALL BE SURVEYED AT 100-FEOT INTERVALS. INTERSECTING STREETS WILL BE SURVEYED FOR A MINIMUM OF 100-FEET BEYOND PROPOSED PAVEMENT. STRUCTURES IN CLEAR VIEW AND WITHIN 100-FEET FOR PAYEMING OR PROPOSED ROW WILL BE TIED TO SURVEY. SURVEY STORM AND SANITARY SEWER FACILITIES INCLUDING FLOWLINES WHERE ACCESSIBLE. PROVIDE COPIES OF ALL POINT FILES, FIELD NOTES, AND DATA COLLECTION FILES. PROVIDE COPIES OF ALL POINT FILES, FIELD NOTES, AND DATA COLLECTION FILES. | 0 | 3 | 20 | 0 | | | | 23 | N/A | N/A |
| PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL | | | | | | | | | | |
| TERRAIN MODEL. | 3 | 12 | 0 | 89 | | | | 104 | N/A | N/A |
| SURVEY 20 GEOTECHNICAL BORINGS (REQUIRES SEPARATE MOBILIZATION) | 0 | 0 | 2 | 0 | | | | 2 | N/A | N/A |
| SURVEY SUE LEVEL B MARKINGS PLACED BY SUE TEAM MEMBER AND PROVIDE POINT FILES AND FIELD NOTES (REQUIRES SEPARATE MOBILIZATION) | 0 | 0 | 0 | 0 | | | | 0 | N/A | N/A |
| RECOVER, REFLAG, AND VERIFY BASELINE POINTS, SURVEY CONTROL POINTS, AND BENCHMARKS. RE-ESTABLISH MISSING POINTS AS NEEDED. THIS PROPOSAL PROVIDES FOR THIS SERVICE TO BE PERFORMEDTHREE SEPARATE TIMESFOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED. | 0 | 5 | 30 | 0 | | | | 35 | INIA | ING |
| SET LATHES AT 100-FOOT INTERVALS ALONG ALL ROW TANGENTS, AND AT 50- FOOT INTERVALS ALONG ALL ROW CURVES. THIS PROPOSAL PROVIDES FOR THIS SERVICE TO BE PERFORMED <u>THREE SEPARATE TIMES</u> FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED. | 0 | 6 | 36 | 0 | | | | 42 | | |
| OTHER CONSTRUCTION PHASE SERVICES | (WILL BE BILLED | ON A TIME AND N | MATERIALS BASI | | | | | İ | | |
| | | | | | | | | | | |
| HOURS SUB-TOTALS | 7 | 35 | 107 | 113 | 0 | 0 | 0 | 262 | 0 | |
| CONTRACT RATE PER HOUR | \$230.00 | \$188.00 | \$130.00 | \$115.00 | \$0.00 | \$0.00 | \$0.00 | | | i |
| TOTAL LABOR COSTS | \$1,610.00 | \$6,580.00 | \$13,910.00 | \$12,995.00 | \$0.00 | \$0.00 | \$0.00 | \$35,095.00 | | i |
| % DISTRIBUTION OF STAFFING | 2.67% | 13.36% | 40.84% | 43.13% | 0.00% | 0.00% | 0.00% | ļ | | i |
| SUBTOTAL FC 160 (150) | | | | | | | | \$35.095.00 | - | i |

| SUPPORT MANAGER | SURVEYOR RPLS SENIOR | SURVEYOR RPLS | SURVEYOR RPLS JUNIOR | | | | TOTAL MH BY FC | TOTAL COSTS BY FC |
|--------------------|----------------------------|------------------|--|--|--|---|---|--|
| | | | | | | | | |
| 8 | 32 | 98 | 116 | 0 | 0 | 0 | 254 | \$33,936.00 |
| 7 | 35 | 107 | 113 | 0 | 0 | 0 | 262 | \$35,095.00 |
| | | | | 0 | 0 | 0 | 0 | \$0.00 |
| 15 | 67 | 205 | 229 | 0 | 0 | 0 | | \$69,031.00 |
| | | MANAGER RPLS | MANAGER RPLS SENIOR PROPERTY S | MANAGER RPLS SENIOR RPLS JUNIOR 8 32 98 116 7 35 107 113 | MANAGER RPLS RPLS JUNIOR 8 32 98 116 0 7 35 107 113 0 | MANAGER RPLS SENIOR RPLS JUNIOR 8 32 98 116 0 0 7 35 107 113 0 0 0 0 | MANAGER RPLS SENIOR RPLS JUNIOR 8 32 98 116 0 0 0 7 35 107 113 0 0 0 0 0 | MANAGER RPLS SENIOR RPLS JUNIOR RPLS JUNIOR 8 32 98 116 0 0 0 254 7 35 107 113 0 0 0 262 0 0 0 0 0 0 0 |

| UNIT COSTS | # OF UNITS | 2- Person Survey Crew COST/UNIT | UNIT | | |
|------------------------------------|------------|---------------------------------------|------|--|-------------|
| | | | | | |
| FIELD SURVEY - RIGHT-OF-WAY SURVEY | 69 | \$ 200.00 | HOUR | | \$13,800.00 |
| FIELD SURVEY - DESIGN SURVEY | 298 | \$ 200.00 | HOUR | | \$59,600.00 |
| FIELD SURVEY - ADDITIONAL SERVICES | 0 | \$ 200.00 | HOUR | | \$0.00 |
| SUBTOTAL UNIT COSTS | 367 | | | | \$73,400.00 |

| OTHER DIRECT EXPENSES | # OF UNITS | COST/UNIT | UNIT | | |
|---------------------------------|------------|-----------|------|--|------------|
| | | | | | |
| Mileage | 3,150 | \$0.700 | mile | | \$2,205.00 |
| Certified Letter Return Receipt | 49 | \$8.95 | each | | \$438.55 |
| Standard Postage | 25 | \$0.73 | each | | \$17.89 |
| Plat Copies per page | 0 | \$5.00 | page | | \$0.00 |
| Deed Copies per page | 0 | \$1.00 | page | | \$0.00 |
| SUBTOTAL DIRECT EXPENSES | | | | | \$2,661.44 |

| SUMMARY | |
|---|--------------|
| | |
| TOTAL COSTS FOR SUR ONLY | \$69,031.00 |
| NON-SALARY (UNIT COSTS) FOR SUR ONLY | \$73,400.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY | \$2,661.44 |
| | |
| GRAND TOTAL | \$145,092,44 |

| | COST BY FUNCTION | | | | | | | | | | | |
|---------------|------------------|-------------|------------|--------------|--|--|--|--|--|--|--|--|
| | OFFICE | FIELD | ODE | TOTAL | | | | | | | | |
| ROW SURVEY | \$33,936.00 | \$13,800.00 | \$420.00 | \$48,156.00 | | | | | | | | |
| DESIGN SURVE | \$35,095.00 | \$59,600.00 | \$2,241.44 | \$96,936.44 | | | | | | | | |
| ADD. SERVICES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | | | | | | |
| | | | | | | | | | | | | |
| TOTAL | \$69,031.00 | \$73,400.00 | \$2,661.44 | \$145,092.44 | | | | | | | | |

FEE SCHEDULE - Geotechnical Services Mathis Road - Waller County Project Number 23206

| TASK DESCRIPTION | PROJECT | ENGINEER | ENGINEER | ENGINEER | ENGINEER | ENGINEER | ENGINEERING | ENGINEERING | ADMIN/ | TOTAL | NO OF | HR |
|--|---------|------------|------------|----------|-------------|------------|-------------|-------------|----------|-------------|--------------|----------|
| | MANAGER | SENIOR | PROJECT | DESIGN | IN | IN | TECHNICIAN | TECHNICIAN | CLERICAL | LABOR HRS. | DWGS | / SHT |
| | | | | | TRAINING II | TRAINING I | SENIOR | | | & COSTS | | <u> </u> |
| | | | | | | | | | | | | |
| GEOTECH INVESTIGATION | | | | | | | | | | | | |
| Coordinate Soil Bore Locations/Mark/Utility Call-ins | | | 2 | | | 2 | | 10 | | 14 | N/A | N/A |
| Field Personnel and Management During Drilling | | | 2 | | | 3 | | 75 | | 80 | N/A | N/A |
| Sample Classification, Laboratory Coordination and Boring Log Generation | | | 2 | | | 3 | | | | 5 | N/A | N/A |
| Preliminary Geotechnical Report | | 3 | 12 | | | 20 | | | 3 | 38 | N/A | N/A |
| Final Geotechincal Report | | 3 | 12 | | | 20 | | | 3 | 38 | N/A | N/A |
| | | | | | | | | | | | | |
| HOURS SUB-TOTALS | 0 | 6 | 30 | 0 | 0 | 48 | 0 | 85 | 6 | 175 | #REF! | |
| CONTRACT RATE PER HOUR | | \$218.00 | \$176.00 | | | \$122.00 | | \$59.00 | \$75.00 | | | ı |
| TOTAL LABOR COSTS | \$0.00 | \$1,308.00 | \$5,280.00 | \$0.00 | \$0.00 | \$5,856.00 | \$0.00 | \$5,015.00 | \$450.00 | \$17,909.00 | 1 | ı |
| % DISTRIBUTION OF STAFFING | 0.00% | 3.43% | 17.14% | 0.00% | 0.00% | 27.43% | 0.00% | 48.57% | 3.43% | | 1 | l |
| SUBTOTAL FC 102 (110) | 1 | | | | | | | | | \$17,909.00 | | l |

| LABOR SUMMARY BY FUNCTION CODE | SUPPORT MANAGER | ENGINEER SENIOR | ENGINEER PROJECT SENIOR | ENGINEER PROJECT | ENGINEER DESIGN | ENGINEER IN TRAINING II | ENGINEER IN TRAINING I | GEOLOGIST JUNIOR | ADMIN/ CLERICAL | TOTAL MH BY FC | TOTAL COSTS BY FC |
|--------------------------------|--------------------|--------------------|-------------------------------|---------------------|--------------------|-------------------------------|------------------------------|---------------------|--------------------|----------------|----------------------|
| GEOTECH INVESTIGATION | 0 | 6 | 30 | 0 | 0 | 48 | 0 | 85 | 6 | 175 | \$17,909.00 |
| aco rearrante and more | | Ü | 00 | ŭ | ŭ | | , and the second | 00 | , | | \$11,000.00 |
| SUBTOTAL LABOR EXPENSES | 0 | 6 | 30 | 0 | 0 | 48 | 0 | 85 | 6 | | \$17,909.00 |

| UNIT COSTS | # OF UNITS | Test Code | COST/UNIT | UNIT | | | | | |
|--|----------------|------------|-----------|----------|----------|------|----------|---|-------------|
| | | | | | | | | | |
| Unconsolidated Undrained Triaxial | 58 | ASTM D2850 | \$77.00 | each | | | | | \$4,466.00 |
| Soil Boring/Rock Coring without TCP (< 60 ft.) | 405 | N/A | \$27.00 | LF | | | | | \$10,935.00 |
| Borehole Grouting - Bentonite Chips | 405 | N/A | \$13.00 | LF | | | | | \$5,265.00 |
| Pavement Coring (4-inch diameter to 6-inch thickness) | 27 | N/A | \$127.00 | each | | | | | \$3,429.00 |
| Pavement Coring (4-inch diameter and over 6 to 12-inch thickness) | 162 | N/A | \$12.00 | inch | | | | | \$1,944.00 |
| Determining Moisture Content in Soil Materials | 81 | ASTM D2216 | \$12.00 | each | | | | | \$972.00 |
| Atterberg Limits of Soils | 58 | ASTM D4318 | \$76.00 | each | | | | | \$4,408.00 |
| Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve | 58 | ASTM D1120 | \$59.00 | each | | | | | \$3,422.00 |
| Standard Proctor | 2 | ASTM D698 | \$246.00 | each | | | | | \$492.00 |
| California Bearing Ratio (CBR) | 2 | ASTM D1883 | \$259.00 | each | | | | | \$518.00 |
| Optimum Lime Content - PI Method | 2 | | \$292.00 | each | | | | | \$584.00 |
| SUBTOTAL UNIT COSTS | - | | | <u> </u> | <u> </u> | | <u> </u> | 1 | \$36,435.00 |

| OTHER DIRECT EXPENSES | # OF UNITS | COST/UNIT | UNIT | | | |
|---|------------|------------|------|--|--|-------------|
| Vehicle Charge | 85 | \$13.000 | hour | | | \$1,105.00 |
| Mobilization and Demobilization of Drilling Rig (Trips less than 100 miles from office to site) | 1 | \$746.00 | each | | | \$746.00 |
| Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel) | 8 | \$1,500.00 | day | | | \$12,000.00 |
| | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | \$13,851.00 |

| SUMMARY | |
|---|-------------|
| | |
| TOTAL COSTS FOR GEO ONLY | \$17,909.00 |
| NON-SALARY (UNIT COSTS) FOR GEO ONLY | \$36,435.00 |
| NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY | \$13,851.00 |
| | |
| GRAND TOTAL | \$68,195.00 |

FEE SCHEDULE

| TASK DESCRIPTION | SENIOR PROJECT | PROJECT | PROJECT | SR. PROJECT | PROJECT | PROJECT | PROJECT | CADD | ADMIN/ | TOTAL | UNIT | NO OF | HOURS |
|-------------------------------------|----------------|------------|----------|-------------|------------|---------------|------------|----------|----------|-------------|------|--------|--|
| | MANAGER | MANAGER | GEO | ARCH | ARCH | SCIENTIST III | SCIENTIST | OPERATOR | CLERICAL | LABOR HRS. | | UNITS | PER UNIT |
| | | | | | | | | | | & COSTS | | | |
| OFNEDAL | | | | | | | | | | | | | |
| GENERAL | | | | | | | | | | | | | |
| PROJECT MEETINGS | | 12 | | | | | | | | 12 | NA | NA | NA |
| PROJECT ADMINISTRATION | 4 | 4 | | | | | | | 4 | 12 | NA | NA | NA |
| PRELIMINARY ENGINEERING | | | | | | | | | | 0 | NA | NA | NA |
| ENVIRONMENTAL CONTRAINTS EVALUATION | 2 | 14 | 4 | 2 | 12 | 4 | 60 | 8 | 2 | 108 | NA | NA | NA |
| HOURS SUB-TOTALS | 6 | 30 | 4 | 2 | 12 | 4 | 60 | 8 | 6 | 132 | | 0 | ┼──┤ |
| CONTRACT RATE PER HOUR | \$190.00 | \$135.00 | \$145.00 | \$175.00 | \$120.00 | \$135.00 | \$95.00 | \$122.00 | \$92.00 | | | # OF S | SHEETS |
| TOTAL LABOR COSTS | \$1,140.00 | \$4,050.00 | \$580.00 | \$350.00 | \$1,440.00 | \$540.00 | \$5,700.00 | \$976.00 | \$552.00 | \$15,328.00 | | | |
| LABOR SUBTOTAL | | | | | | | | | | \$15,328.00 | | | |

| SU | BTOTALS | SI | UBTOTALS |
|----|-----------|----|-----------|
| BY | LINE ITEM | | BY TASK |
| | | | |
| | | | |
| | | | |
| \$ | 1,620.00 | \$ | 1,620.00 |
| \$ | 1,668.00 | \$ | 1,668.00 |
| \$ | - | \$ | - |
| \$ | 12,040.00 | \$ | 12,040.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| \$ | - | | |

| OTHER DIRECT EXPENSES | # OF UNITS | UNIT | COST/UNIT | | | | |
|-------------------------------|------------|------|-----------|--|--|--|----------|
| | | | | | | | |
| Mileage | 100 | mile | \$0.700 | | | | \$70.00 |
| Environmental Database Report | 1 | each | \$350.00 | | | | \$350.00 |
| | | | | | | | |
| SUBTOTAL DIRECT EXPENSES | | | | | | | \$420.00 |

| SUMMARY | |
|-----------------------|-------------|
| | |
| TOTAL LABOR COSTS | \$15,328.00 |
| OTHER DIRECT EXPENSES | \$420.00 |
| TOTAL | \$15,748.00 |

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APPENDIX A-2 Scope of Services (Hourly)

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

Appendix B Maximum Hourly Rates and Expenses

Consultant Name

| Job Classification | Maximum Raw Salary Rate |
|----------------------------------|-------------------------|
| Principal | \$117.00 |
| Senior Project Manager | \$92.00 |
| Deputy Project Manager | \$69.00 |
| Support Manager | \$49.00 |
| Senior Tolling Advisor | \$59.00 |
| Quality Manager | \$40.00 |
| Senior Project Engineer | \$73.00 |
| Project Engineer | \$60.00 |
| Engineer-In-Training II | \$54.00 |
| Engineer-In-Training I | \$41.00 |
| Senior CADD Technician | \$59.00 |
| CADD Technician | \$49.00 |
| Engineering Technician | \$50.00 |
| Survey Project Manager (TX RPLS) | \$63.00 |
| Project Manager (TX RPLS) | \$77.00 |
| Survey Technician | \$44.00 |
| SUE Project Manager | \$86.00 |
| SUE Senior Engineer | \$59.00 |
| SUE Engineer-In-Training | \$86.00 |
| | |

Appendix C Insurance

<u>Engineer's Insurance Requirements</u>. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Engineer employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: \$300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: \$1,000,000 aggregate covering Engineer in connection with the services to be provided by Engineer under this Agreement.

Engineer shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Engineer hereunder.