NOTICE OF MEETING
WALLER COUNTY, TEXAS
AMENDED REGULAR SESSION

Wednesday, March 19, 2025 at 9:00 AM

Waller County Joe Kuciemba Annex, Hempstead, Texas

AGENDA

NOTICE is hereby given that the Commissioners Court of Waller County, Texas, will meet at the date and time listed above at its meeting place at:

Waller County Joe Kuciemba Annex
425 FM 1488
Hempstead, Texas 77445

Said meeting will be a regular meeting for the purpose of transacting the business of the County and to **discuss and take possible action on any of the agenda items listed below:**

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

2. Approval of Minutes.

3. Request by County Treasurer for Approval of Payroll Disbursements.

4. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.

5. Request by County Treasurer for approval of Monthly Report.

6. Request by County Treasurer to approve disbursement of funds for Annual State Report.

7. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers.

8. Request by County Auditor to approve official documents and all Monthly Reports.

9. Request to approve Order authorizing San Jacinto Firework Sales.

10. **Request to approve payment on the following:**

    $1,864.63 for Invoice #52 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].

11. $202,539.75 for Invoice #2142025GWA to Waller County Appraisal District from line item 125-437-540500 [Tax Appraisal District].

12. $550.00 for Invoice #0000059 to Stephens & Flowers Funerals and Cremations from line item 125-423-540705 [Transport to Morgue].

13. $1,295.00 for Invoice dated February 20, 2025 to Magnolia Funeral Home from line item 125-423-540705 [Transport to Morgue].

14. $5,200.00 for Invoice #1475 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].

15. $4,642.83 for Invoice #2064631172 to Equifax from line item 307-504-545000 [Maintenance].

16. Request by County Auditor to Approve and/or Ratify Accounts Payable.

17. Authorize issuance of notice in one or more newspapers of general circulation in Waller County, Texas for a public hearing to be held at the regular session of Commissioners Court on April 16, 2025 concerning the establishment of Waller County Vigavi Reinvestment Zone 15 pursuant to Texas Tax Code 312.401. Funds to be paid from line item 125-401-44100 [Bid Notices and Printing].

18. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times for three consecutive weeks establishing a public hearing during the regular session of Commissioners Court on April 16, 2025. Replat of Pederson West Business Park by owners Yellow Guy, LLC and C-2 Pederson West. The amendment will create two Restricted Reserves out of Restricted Reserve “B”. Advertising to be paid from line item 125-401-44100 [Bid Notices and Printing].

19. Request by County Engineer to approve the Final Plat of Stockdick Road Street Dedication and Reserve and accept the Construction Bond in Precinct 3.

20. Request by the County Engineer to solicit bids and approve advertisement for the construction of the Riley Road Bridge at Birch Creek in Precinct 2. Advertisement to be paid from line item 125-401-544100 [Bid Notices and Printing].

21. Request from Constable, Precinct 2 to declare miscellaneous supplies and equipment to be surplus property under Local Government Code 236.152 and auction said items.

22. Request from Constable, Precinct 3 to declare miscellaneous supplies and equipment to be surplus property under Local Government Code 236.152 and auction said items.

23. Spread upon the minutes Waller County Constable, Precinct 1 TCOLE Certification.

24. Spread upon the minutes Waller County Constable, Precinct 2 TCOLE Certification.

25. Spread upon the minutes submission of the Waller County Constable, Precinct 2 Office's Racial Profiling Report to the Texas Commission on Law Enforcement, required by Article 2.132 CCP Law Enforcement Policy on Racial Profiling.

26. Spread upon the minutes the certification of the 2025 TJJD Grant R award of $74,312.00 and amend the Juvenile Probation Department budget.

27. Spread upon the minutes the certification of the 2025 HGAC Grant award of $5,500.00 and amend the Juvenile Probation Department budget.

PROCLAMATION

28. Approve Proclamation designating March 2025 as American Red Cross Month in Waller County.

ECONOMIC DEVELOPMENT

29. Approve the Tax Abatement Agreement between Waller County, Texas, Alegacy Development, LP, and Sterling Fluid Systems (USA), Inc., DBA Peerless Pump Company to be effective upon Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company leasing certain property from Alegacy Development, LP. Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company is the tax abatement applicant, and intends to lease property owned by Alegacy Development, LP. The property is located in Reinvestment Zone Number 20-01 of the City of Waller, Texas, which was established on February 6, 2025. The Reinvestment Zone is located west of FM 362 and east of James Muse Parkway along US Business 290 and includes Alegacy Business Park in Waller, Texas 77484. Alegacy Development, LP will build a manufacturing facility with an estimated cost of $7,000,000, and Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company will install manufacturing equipment with an estimated cost of approximately $1,800,000 over a ten-year period.

WALLER COUNTY CHILD WELFARE BOARD

30. Approve the re-appointment of the following Child Welfare Board members:

    Alan Younts and Sherry Whiteley for a 3 (three) year term beginning January 2025 - December 2027.

TAX ASSESSOR-COLLECTOR

31. Presentation of Tax Office Collections for February 2025.

SHERIFF

32. Annual contract renewal for data services with an upgraded user agreement requiring signed approval. Annual cost $6,300 will include 2,500 transactions and reduce the cost to the county paid for transaction limit overage fees paid in the current contract. Funds to be paid from line item 125-516-581700 [Equipment].

33. Open bids received pursuant to Invitation For Bids #250218-20, Waller County Jail Commissary Services.

34. Approve Interlocal Agreement with Montgomery County, Texas for the housing of Montgomery County inmates at the Waller County Jail.

CONSTABLE, PRECINCT 2

35. Approve purchase of new vehicle(s).

CONSTABLE, PRECINCT 3

36. WCCO #3 Constable request discussion in open forum the department of Road and Bridge as it relates to the service of WCCO#3 vehicles, department heads, and access to Waller County facilities.

COUNTY ENGINEER

37. Approve payment of $98,655.74 for Invoice #202504012 to LJA Engineering, Inc. for Professional Services rendered January 1, 2025 through January 31, 2025 (7th Invoice). Funding to be paid from line item 605-605-545405 [Mobility-Professional Services].

38. Discuss and approve updated 911 Addressing Regulations.

39. Presentation and approval of the Infrastructure Development Plan of RV Resort at Walnut Creek in Precinct 2.

40. Approve agreement for professional engineering services with Schaumburg & Polk, Inc., for a total contract amount not to exceed $1,249,980.98 for the Pitts Road Mobility Bond Project in Precinct 4. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

41. Approve agreement for professional engineering services with CivilCorp, LLC, for a total contract amount not to exceed $1,004,733.92 for the Double Culvert Road (Cedar Creek) Mobility Bond Project in Precinct 1. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

42. Approve agreement for professional engineering services with Gannett Fleming, Inc., for a total contract amount not to exceed $804,563.00 for the Owens Road Mobility Bond Project in Precinct 3. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

43. Approve agreement for professional engineering services with BGE, Inc., for a total contract amount not to exceed $426,036.50 for the Interchanges Mobility Bond Project in Precinct 2. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

44. Approve agreement for professional engineering services with Binkley & Barfield Inc., for a total contract amount not to exceed $2,245,846.00 for the Clay Road Mobility Bond

Project in Precinct 4. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

45. Approve agreement for professional engineering services with BGE, Inc., for a total contract amount not to exceed $1,198,870.00 for the Joesph Road Mobility Bond Project in Precinct 2. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

46. Approve agreement for professional engineering services with Binkley & Barfield, Inc., for a total contract amount not to exceed $1,532,634.00 for the Penick Mathis Mobility Bond Project in Precinct 3. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

GRANT MANAGER

47. Accept grant award from the Motor Vehicle Crime Prevention Authority pursuant to the FY25 SB224 Catalytic Converter Grant Program in the amount of $85,882.00 with required cash match of $17,177.00.

48. Authorize the County Grant Manager to submit a BJA FY25 Connect and Protect: Law Enforcement Behavioral Health Response Program grant application to the United States Department of Justice Bureau of Justice Assistance.

AUDITOR

49. Approve the firm recommended to perform external auditing services pursuant to RFQ #250205-31, Financial Audit Services for Waller County, Texas, and authorize contract negotiations with the selected firm.

TREASURER

50. Approve renewal engagement with CapRisk Consulting Group for OPEB actuarial services for FY2024-2029.

51. Approve Salary Order amendment 2025.3 effective March 30, 2025.

52. Request to approve maintenance take home vehicles for staff.

DIRECTOR OF FACILITIES

53. Approve contract with architecture firm LDDBlueline, LLC for the design of a vehicle maintenance garage to be located at the Waller County Sheriff's Office.

54. Approve bids regarding the furniture package for the Waller County Courthouse.

MISCELLANEOUS

55. Approve nomination for vacant Waller County Appraisal District Board position.

56. Approve payment of $1,372.50 for Invoice #6716, $200.00 for Invoice #6717, $2,482.00 for Invoice #6720, $160.00 for Invoice #6721, and $120.00 for Invoice #6722 for a total cost of $4,334.50 to The Randle Law Office. Funds to be paid from line item 125-411-540300 [Legal].

57. Approve sale of abandoned right of way to Jacob Flores and authorize judge to sign contract and deed upon receipt of funds.

58. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons.

59. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons.

EXECUTIVE SESSION

60. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.

61. Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.

62. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.

63. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

ADJOURN MEETING

NOTICE

The County Commissioners Court of Waller County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 Personnel Matters, 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT02694 - 03/31/2025 RET INS

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 18425 - AMWINS GROUP BENEFITS									**Vendor Total:**	**22,700.00**
Apr 2025	Invoice	4/1/2025	4/1/2025	4/1/2025	4/1/2025	22,700.00	0.00	0.00	0.00	22,700.00
County Portion Apr 2025	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
County Portion Apr 2025	N/A	0.00	0.00	22,700.00	0.00	0.00	0.00	22,700.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
125-685-520303	Health Insurance		22,700.00	100.00%

Vendor: 07548 - TAC HEBP									**Vendor Total:**	**22,658.06**
Apr 2025 County	Invoice	4/1/2025	4/1/2025	4/1/2025	4/1/2025	15,545.40	0.00	0.00	0.00	15,545.40
BCBS Co Portion Ret Prem Apr 2025	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Co Portion Ret Prem Apr 2025	N/A	0.00	0.00	15,545.40	0.00	0.00	0.00	15,545.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
125-685-520303	Health Insurance		15,545.40	100.00%

Apr 2025 Retiree	Invoice	4/1/2025	4/1/2025	4/1/2025	4/1/2025	7,112.66	0.00	0.00	0.00	7,112.66
BCBS Retiree Payment Apr 2025	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Retiree Payment Apr 2025	N/A	0.00	0.00	7,112.66	0.00	0.00	0.00	7,112.66

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		7,112.66	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	45,358.06	0.00	0.00	0.00	45,358.06	0.00	45,358.06
	Grand Total:	**45,358.06**	**0.00**	**0.00**	**0.00**	**45,358.06**	**0.00**	**45,358.06**

Account Summary

Account	Name		Amount
125-685-520303	Health Insurance		38,245.40
		Total:	**38,245.40**

Account	Name		Amount
999-203-111200	Medical Insurance		7,112.66
		Total:	**7,112.66**

Monthly Report of Joan Sargent, Waller County Treasurer
FEBRUARY 2025

THE STATE OF TEXAS
COUNTY OF WALLER

AFFIDAVIT

Pursuant to LGC 114.026, I, Joan Sargent, Waller County Treasurer do hereby submit The Treasurer's Monthly Report. This report includes, but is not limited to, money received and disbursed, debts due to and owed by the County, and other financial proceedings in the Treasurer's Office. The Treasurer's Books agree with the Auditor's General Ledger and the Bank Statements have been reconciled.

All investments are in compliance with both the Public Funds Investment Act and the Waller County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorties. As your Treasurer, I keep a watchful eye to ensure that the "return of our principal" takes precedent over the "return on our principal". {GC 2256.023}

Therefore, Joan Sargent, County Treasurer of Waller County, Texas, who being fully sworn, upon oath says that the whithin and foregoing report is true and correct to the best of her knowledge.

Filing with accompanying vouchers this **19th day of March, 2025**

Page 1 General Operating Account Funds report of money received and disbursed
Page 2 Special Funds report of money received and disbursed
Page 3 Investment Portfolio by fund
Page 4 Long Term Debt
Attachment A Unpaid claims

Joan Sargent
Joan Sargent, CIO, CCT
Waller County Treasurer

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the county auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurer's Report complies with statues as referenced. {LGC 114.026(d)}

The affidavit must state the amount of the cash and other assets that are in the custody of the County Treasurer at the time of the examination. {LGC 114.026(d)} $215,585,058.56 Month Ending Balance

Commissioners' Court Approval:

Carbett "Trey" J. Duhon III
Waller County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

ATTEST:

Debbie Hollan, County Clerk

Date

Monthly Report of Joan Sargent, Waller County Treasurer
FEBRUARY 2025

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust-ments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
101 Voter Reg/Chapter 19	$6,006.76	$9.65	$0.00	$0.00	$6,016.41	$0.00	$0.00	**$6,016.41**
108 Elections	$0.00	$0.00	$0.00	$0.00	$0.00	$165,143.43	$0.00	**$165,143.43**
110 Road & Bridge	$1,183,653.61	$6,635,510.22	$6,801,860.27	-$2,310.00	$1,014,993.56	$0.00	$13,077,521.11	**$14,092,514.67**
111 Law Library	$1,551.11	$1,943.21	$559.65	$2,310.00	$5,244.67	$266,533.12	$0.00	**$271,777.79**
112 Title IV Juv. Justice	$0.00	$0.00	$0.00	$0.00	$0.00	$100,374.72	$0.00	**$100,374.72**
113 DC Recs. Pres.	$38.22	$133.74	$0.00	$0.00	$171.96	$27,471.99	$0.00	**$27,643.95**
114 County RMPF	$3,577.93	$2,781.05	$0.00	$0.00	$6,358.98	$146,846.26	$0.00	**$153,205.24**
115 CC Recs. Pres.	$15,751.87	$12,024.76	$1,355.40	$0.00	$26,421.23	$764,975.88	$0.00	**$791,397.11**
116 CC Preservation	$258.12	$175.69	$0.00	$0.00	$433.81	$36,998.01	$0.00	**$37,431.82**
117 Courthouse Security	$4,034.66	$4,210.42	$0.00	$0.00	$8,245.08	$259,721.95	$0.00	**$267,967.03**
118 Graffiti	$0.00	$0.00	$0.00	$0.00	$0.00	$973.16	$0.00	**$973.16**
119 JP Technology	$1,036.20	$1,793.60	$600.00	$0.00	$2,229.80	$77,224.08	$0.00	**$79,453.88**
120 DC/Child Abuse Prev	$3.40	$8.03	$0.00	$0.00	$11.43	$1,765.96	$0.00	**$1,777.39**
121 Family Protection	$0.00	$0.00	$0.00	$0.00	$0.00	$41,902.07	$0.00	**$41,902.07**
122 Guardianship	$330.16	$641.56	$0.00	$0.00	$971.72	$66,528.92	$0.00	**$67,500.64**
123 Justice Crt. Sec.	$19.14	$16.31	$0.00	$0.00	$35.45	$25,999.32	$0.00	**$26,034.77**
124 CC-Technology	$24.73	$86.56	$0.00	$0.00	$111.29	$8,871.68	$0.00	**$8,982.97**
125 General	$2,731,260.11	$23,677,143.37	$23,052,878.73	$0.00	$3,355,524.75	$45,526,584.92	$33,399,719.10	**$82,281,828.77**
126 DC-Technology	$0.65	$20.64	$0.00	$0.00	$21.29	$4,507.66	$0.00	**$4,528.95**
127 CC-RPD	$0.00	$0.00	$0.00	$0.00	$0.00	$38,428.91	$0.00	**$38,428.91**
128 DC-RPD	$40.02	$10.08	$0.00	$0.00	$50.10	$30,998.52	$0.00	**$31,048.62**
129 DA Pretrial Div. Fee	$2,870.31	$2,500.02	$5,161.56	$0.00	$208.77	$96,422.81	$0.00	**$96,631.58**
131 Juv. Case Manager	$1,682.00	$35.31	$0.00	$0.00	$1,717.31	$0.00	$0.00	**$1,717.31**
132 Fire Marshal Fund	$78,556.54	$124.66	$909.79	$0.00	$77,771.41	$0.00	$0.00	**$77,771.41**
135 Court Facility	$62,194.30	$1,908.35	$0.00	$0.00	$64,102.65	$0.00	$0.00	**$64,102.65**
137 Justice Crt. Support	$88,340.48	$2,407.96	$0.00	$0.00	$90,748.44	$0.00	$0.00	**$90,748.44**
181 Available School	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$759,717.65	**$759,717.65**
186 Ogg Trust	$20,163.49	$32.37	$0.00	$0.00	$20,195.86	$0.00	$0.00	**$20,195.86**
191 Narcotic Program	$10.69	$0.00	$0.00	$0.00	$10.69	$0.00	$0.00	**$10.69**
192 Federal Forfeiture	$41,730.71	$0.00	$41,730.71	$0.00	$0.00	$134,342.51	$0.00	**$134,342.51**
212 SCAAP-Federal Rev.	$106,950.73	$0.00	$0.00	$0.00	$106,950.73	$0.00	$0.00	**$106,950.73**
228 CJD-VOCA #4254701	-$18,029.77	$3,334.89	$5,849.36	$0.00	-$20,544.24	$0.00	$0.00	**-$20,544.24**
234 STEP CMV-00029	-$15,277.62	$800.69	$770.96	$0.00	-$15,247.89	$0.00	$0.00	**-$15,247.89**
235 STEP COMP-00094	-$17,028.42	$1,248.86	$2,388.18	$0.00	-$18,167.74	$0.00	$0.00	**-$18,167.74**
241 ARPA Grant	$1,400,517.92	$0.00	$799,487.22	$0.00	$601,030.70	$0.00	$0.00	**$601,030.70**
244 LHMPP Grant	-$92,690.00	$0.00	$0.00	$0.00	-$92,690.00	$0.00	$0.00	**-$92,690.00**
245 CDBG-MIT Brookshire	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
246 CDBG-MIT Prairie View	$0.00	$123,902.04	$123,902.04	$0.00	$0.00	$0.00	$0.00	**$0.00**
247 C4 Radio Grant #5005301	-$60,680.40	$55,854.38	$0.00	$0.00	-$4,826.02	$0.00	$0.00	**-$4,826.02**
307 SAVNS Grant#1446517	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
311 Formula Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
318 TJJD-A	$114,993.99	$0.00	$24,366.71	$0.00	$90,627.28	$0.00	$0.00	**$90,627.28**
323 BAGP Grant #4824901	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
324 SB22 Grant - DA	$244,498.29	$361.62	$19,260.47	$0.00	$225,599.44	$0.00	$0.00	**$225,599.44**
325 SB22 Grant - SO	$460,827.10	$673.17	$41,531.40	$0.00	$419,968.87	$0.00	$0.00	**$419,968.87**
413 SETH Grant	$50,000.00	$0.00	$0.00	$0.00	$50,000.00	$0.00	$0.00	**$50,000.00**
515 Debt Service	$821,809.48	$4,508,563.49	$5,330,372.97	$0.00	$0.00	$0.00	$726,635.21	**$726,635.21**
602 Tax Notes, Series 2020	$927.64	$1.49	$0.00	$0.00	$929.13	$0.00	$0.00	**$929.13**
603 Tax Notes, Series 2022	$660.28	$1.06	$0.00	$0.00	$661.34	$0.00	$0.00	**$661.34**
604 Co. Courthouse Project	$255.00	$1,352,300.26	$1,352,555.26	$0.00	$0.00	$0.00	$7,797,874.54	**$7,797,874.54**
605 Mobility Bond Series 2024	$0.00	$95,905,139.99	$95,905,139.99	$0.00	$0.00	$0.00	$105,233,884.04	**$105,233,884.04**
999 Payroll	$533,789.12	$2,627,652.64	$2,620,496.22	$0.00	$540,945.54	$0.00	$0.00	**$540,945.54**
Totals	**$7,774,658.55**	**$134,923,352.14**	**$136,131,176.89**	**$0.00**	**$6,566,833.80**	**$47,822,615.88**	**$160,995,351.65**	**$215,384,801.33**
				Plus Outstanding Checks	$297,889.24			
				Treasurer's Bank Balance	**$6,864,723.04**			
				PB Statement Balance	$6,864,723.04			
				Reconciled Bank Balance	**$6,864,723.04**			

Monthly Report of Joan Sargent, Waller County Treasurer
FEBRUARY 2025

Miscellaneous Accounts

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust-ments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
188 Dismuke Estate	$0.00	$0.00	$0.00	$0.00	**$0.00**	$74,491.90	$0.00	**$74,491.90**
				Bank Statement Balance	$0.00			
189 Hospital Trust	$0.00	$0.00	$0.00	$0.00	**$0.00**	$3,444.65	$0.00	**$3,444.65**
				Bank Statement Balance	$0.00			
238 GLO Buyout/Acq Grant	$75.98	$0.04	$0.00	$0.00	**$76.02**	$0.00	$0.00	**$76.02**
				Add Outstanding Checks	$0.00			
				Bank Statement Balance	$76.02			
239 GLO Infrastructure Grant	$786.02	$0.45	$0.00	$0.00	**$786.47**	$0.00	$0.00	**$786.47**
				Add Outstanding Checks	$0.00			
				Bank Statement Balance	$786.47			
801 JP1 Report Acct	$30,315.49	$39,289.57	$31,699.55	$0.00	**$37,905.51**	$0.00	$0.00	**$37,905.51**
				Bank Statement Balance	$37,905.51			
802 JP2 Report Acct	$11,199.59	$32,059.92	$34,220.70	$0.00	**$9,038.81**	$0.00	$0.00	**$9,038.81**
				Bank Statement Balance	$9,038.81			
803 JP3 Report Acct	$15,429.58	$11,817.88	$7,220.00	$0.00	**$20,027.46**	$0.00	$0.00	**$20,027.46**
				Bank Statement Balance	$20,027.46			
804 JP4 Report Acct	$13,655.22	$37,969.28	$38,066.55	$0.00	**$13,557.95**	$0.00	$0.00	**$13,557.95**
				Bank Statement Balance	$13,557.95			
805 DC E-Filing	$4,219.08	$8,092.34	$7,285.80	$0.00	**$5,025.62**	$0.00	$0.00	**$5,025.62**
				Bank Statement Balance	$5,025.62			
807 CC Recording Fee	$8,062.65	$35,696.14	$35,514.00	$0.00	**$8,244.79**	$0.00	$0.00	**$8,244.79**
				Bank Statement Balance	$8,244.79			
808 CC Credit Card	$4,118.08	$9,897.24	$12,668.78	$0.00	**$1,346.54**	$0.00	$0.00	**$1,346.54**
				Bank Statement Balance	$1,346.54			
810 CC E-Filing	$9,085.37	$9,839.19	$12,000.00	$0.00	**$6,924.56**	$0.00	$0.00	**$6,924.56**
				Bank Statement Balance	$6,924.56			
811 DC Credit Card	$1,668.98	$4,686.04	$3,288.30	$0.00	**$3,066.72**	$0.00	$0.00	**$3,066.72**
				Bank Statement Balance	$3,066.72			
812 R&B Credit Card	$21,959.00	$89,568.32	$102,500.40	$0.00	**$9,026.92**	$0.00	$0.00	**$9,026.92**
				Bank Statement Balance	$9,026.92			
814 FM Credit Card	$746.17	$12,420.46	$10,504.80	$0.00	**$2,661.83**	$0.00	$0.00	**$2,661.83**
				Bank Statement Balance	$2,661.83			
815 Environmental Cr Card	$2,488.92	$8,331.54	$8,020.00	$0.00	**$2,800.46**	$0.00	$0.00	**$2,800.46**
				Bank Statement Balance	$2,800.46			
816 JP1 Efile	$728.56	$711.46	$265.00	$0.00	**$1,175.02**	$0.00	$0.00	**$1,175.02**
				Bank Statement Balance	$1,175.02			
817 JP2 Efile	$66.06	$670.05	$703.00	$0.00	**$33.11**	$0.00	$0.00	**$33.11**
				Bank Statement Balance	$33.11			
818 JP3 Efile	$243.26	$550.26	$550.00	$0.00	**$243.52**	$0.00	$0.00	**$243.52**
				Bank Statement Balance	$243.52			
819 JP4 Efile	$273.16	$1,377.15	$1,271.00	$0.00	**$379.31**	$0.00	$0.00	**$379.31**
				Bank Statement Balance	$379.31			
820 Treasurer Credit Card	$0.06	$4,224.16	$4,224.16	$0.00	**$0.06**	$0.00	$0.00	**$0.06**
				Bank Statement Balance	$0.06			

WALLER COUNTY, TEXAS
Summary of Debt

Prepared by Alan Younts, Waller County Auditor

Total Capital Leases

Year	Principal	Interest
2024	$0.00	$0.00
2025	$0.00	$0.00
2026	$0.00	$0.00
2027	$0.00	$0.00
2028	$0.00	$0.00
2029-2033	$0.00	$0.00
2034-2038	$0.00	$0.00
2039-2043	$0.00	$0.00
	$0.00	$0.00

Total Bonds

Year	Principal	Interest
2024	$4,085,000.00	$2,679,200.76
2025	$4,235,000.00	$2,534,241.01
2026	$4,390,000.00	$2,375,519.76
2027	$4,560,000.00	$2,209,879.01
2028	$4,035,000.00	$2,036,175.01
2029-2033	$18,310,000.00	$7,907,912.55
2034-2038	$21,020,000.00	$4,174,646.60
2039-2043	$10,630,000.00	$1,100,575.00
	$71,265,000.00	$25,018,149.70

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
QUILL CORPORATION	04/18/23	3675	$ 132.06
SPARKLIGHT	07/05/23	5416	$ (322.29)
TURNER, PIERCE & FULTZ, INC	08/01/23	6062	$ 323.77
VERIZON	08/15/23	6470	$ (37.99)
RICOH USA, INC.	09/26/23	7478	$ 260.24
ENTEC PEST MANAGEMENT INC	10/30/23	8234	$ 250.00
NAPA AUTO PARTS	01/11/24	9982	$ 170.88
HOMETOWN HARDWARE	01/22/24	10186	$ 202.32
NAPA AUTO PARTS	01/26/24	10292	$ 20.34
BECKENDORFF, JUSTIN	03/07/24	11503	$ 203.05
KING RANCH AG & TURF	04/11/24	12554	$ (16.00)
LIMITED SALES, EXCISE, AND USE TAX	04/29/24	12916	$ 196.40
AT&T-CWO	07/12/24	14793	$ 47,228.98
DR. ADEEB ASSOCIATED	09/25/24	16965	$ 181.31
LOW VOLTAGE SECURITY SOLUTIONS LLC	10/08/24	17232	$ 600.00
LOW VOLTAGE SECURITY SOLUTIONS LLC	10/08/24	17233	$ 600.00
LOW VOLTAGE SECURITY SOLUTIONS LLC	10/08/24	17234	$ 600.00
LOW VOLTAGE SECURITY SOLUTIONS LLC	10/08/24	17235	$ 600.00
DIRECT ENERGY BUSINESS, LLC	10/17/24	17540	$ 34.53
OTIS ELEVATOR COMPANY	10/18/24	17585	$ 1,993.64
ENTEC PEST MANAGEMENT, INC.	10/22/24	17732	$ 115.00
WALLER COUNTY APPRAISAL DISTRICT	10/22/24	17766	$ 9,215.70
WALLER COUNTY TAX ASSESSOR	10/29/24	17900	$ 67.50
MATAGORDA CONSTRUCTION	10/30/24	17913	$ 174,935.11
TYLER TECHNOLOGIES	11/05/24	18093	$ 10,051.00
HOUSTON AREA POLICE CHIEFS ASSOCIATION	11/18/24	18477	$ 60.00
SHARPE, DOMINIQUE	11/21/24	18564	$ 715.64
CARRINGTON, PATRICE	12/02/24	18727	$ 300.00
CARRINGTON, PATRICE	12/02/24	18728	$ 300.00
DELL MARKETING L.P	12/03/24	18802	$ 1,901.91
TELOMACK CABLING SOLUTIONS	12/04/24	18892	$ 835.00
TELOMACK CABLING SOLUTIONS	12/04/24	18893	$ 1,312.50
LOWE'S	12/13/24	19192	$ 266.84
GUINN & ASSOCIATES, PLLC	12/16/24	19206	$ 1,420.00
INNOVATIVE COMMUNICATION SYSTEMS	12/16/24	19218	$ 365.00
HART INTERCIVIC, INC.	12/16/24	19245	$ 725.00
HART INTERCIVIC, INC.	12/16/24	19246	$ 5,325.00
HART INTERCIVIC, INC.	12/16/24	19247	$ 100.00
HART INTERCIVIC, INC.	12/16/24	19248	$ 7,539.67
HART INTERCIVIC, INC.	12/16/24	19249	$ 270.00
HART INTERCIVIC, INC.	12/16/24	19250	$ 11,713.38
HART INTERCIVIC, INC.	12/16/24	19251	$ 725.00
LDDBLUELINE, LLC	12/18/24	19282	$ 7,500.00
LDDBLUELINE, LLC	12/18/24	19283	$ 12,401.53
ODP BUSINESS SOLUTIONS, LLC	12/26/24	19421	$ 36.69
ODP BUSINESS SOLUTIONS, LLC	12/26/24	19422	$ 17.51
HOMETOWN HARDWARE	12/27/24	19482	$ 419.99
GUIDRY, TROY	12/27/24	19507	$ 112.00
SKELTON BUSINESS EQUIPMENT	01/02/25	19547	$ 234.00
INDOFF LLC	01/02/25	19551	$ 1,612.28
XEROX CORPORATION	01/02/25	19571	$ 276.13
XEROX CORPORATION	01/02/25	19572	$ 257.51
XEROX CORPORATION	01/02/25	19573	$ 205.59
TAC SECURITY	01/02/25	19581	$ 1,875.00
ODP BUSINESS SOLUTIONS, LLC	01/02/25	19596	$ (379.99)
THE RANDLE LAW OFFICE L.TD., L.L.P	01/03/25	19667	$ 5,445.06
XEROX CORPORATION	01/06/25	19692	$ 224.82
XEROX CORPORATION	01/06/25	19693	$ 298.95
BECKENDORFF, JUSTIN	01/06/25	19695	$ 52.34
XEROX CORPORATION	01/09/25	19776	$ 168.36
PAPE-DAWSON ENGINEERS	01/09/25	19793	$ 2,792.14
PAPE-DAWSON ENGINEERS	01/09/25	19794	$ 1,930.50
PAPE-DAWSON ENGINEERS	01/09/25	19795	$ 59,646.22
PAPE-DAWSON ENGINEERS	01/09/25	19796	$ 4,752.00
PAPE-DAWSON ENGINEERS	01/09/25	19797	$ 49,273.08
PRECISION PRINTING	01/10/25	19844	$ 47.34
PRECISION PRINTING	01/10/25	19845	$ 20.01
PRECISION PRINTING	01/10/25	19846	$ 30.00
QUADIENT, INC.	01/10/25	19848	$ 59.15
A&J VIDEO PHOTOGRAPHY	01/13/25	19869	$ 375.00
LDDBLUELINE, LLC	01/13/25	19910	$ 9,375.00
LDDBLUELINE, LLC	01/13/25	19911	$ 12,428.06
HOMETOWN HARDWARE	01/13/25	19931	$ 37.94
HOMETOWN HARDWARE	01/14/25	19932	$ 34.99

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
THOMSON REUTERS- WEST PAYMENT CENTER	01/16/25	19997	$ 244.00
TAE4-HYDP DISTRICT 9	01/16/25	20013	$ 110.00
TAE4-HYDP DISTRICT 9	01/16/25	20014	$ 110.00
FORENSIC COUNSELING SERVICES	01/16/25	20016	$ 1,650.00
BILL'S EXPRESS LUBE	01/16/25	20017	$ 88.25
PCN STRATEGIES	01/16/25	20022	$ 387.66
VERIZON	01/24/25	20080	$ 648.07
HOMETOWN HARDWARE	01/24/25	20119	$ 44.32
SAM HOUSTON STATE UNIVERSITY-CMIT	01/27/25	20131	$ 170.00
STEPHENS & FLOWERS FUNERALS AND CREMATIONS	01/27/25	20160	$ 550.00
AMAZON CAPITAL SERVICES	01/27/25	20161	$ 146.07
JARVIS TIRE AND WHEEL LLC	01/27/25	20168	$ 1,983.60
BRAZOS VALLEY COUNCIL OF GOVERNMENTS	01/27/25	20183	$ 7,500.00
CANON FINANCIAL SERVICES, INC.	01/28/25	20217	$ 461.91
SCHMIDT FUNERAL HOME	01/28/25	20222	$ 1,175.00
HOMETOWN HARDWARE	01/28/25	20227	$ 449.99
GRANICUS	01/28/25	20231	$ 15,540.00
TELOMACK CABLING SOLUTIONS	01/28/25	20232	$ 828.75
AMERICAN PATRIOT INDUSTRIES	01/28/25	20234	$ 1,140.30
HOMETOWN HARDWARE	01/28/25	20237	$ 13.58
ODP BUSINESS SOLUTIONS, LLC	01/28/25	20244	$ 39.40
AMERICAN PATRIOT INDUSTRIES	01/28/25	20258	$ 811.97
HOMETOWN HARDWARE	01/28/25	20259	$ 132.94
AMERICAN PATRIOT INDUSTRIES	01/29/25	20264	$ 1,636.68
INNOVATIVE COMMUNICATION SYSTEMS	01/29/25	20266	$ 1,517.00
INNOVATIVE COMMUNICATION SYSTEMS	01/29/25	20267	$ 7,320.00
TEXAS STAR TRANSPORT, LLC	01/29/25	20294	$ 3,187.87
TEXAS STAR TRANSPORT, LLC	01/29/25	20295	$ 3,257.39
POST OAK RC&D AREA INC.	01/30/25	20317	$ 1,800.00
GRIMCO	01/30/25	20319	$ 284.25
CLEVELAND ASPHALT PRODUCTS INC.	01/30/25	20320	$ 12,025.00
HOMETOWN HARDWARE	02/03/25	20339	$ 114.91
HOMETOWN HARDWARE	02/03/25	20340	$ 166.75
HOMETOWN HARDWARE	02/03/25	20341	$ 56.25
HOMETOWN HARDWARE	02/03/25	20342	$ 180.54
TEXAS STAR TRANSPORT, LLC	02/03/25	20374	$ 3,190.00
TEXAS STAR TRANSPORT, LLC	02/03/25	20375	$ 3,225.37
TEXAS STAR TRANSPORT, LLC	02/03/25	20376	$ 2,984.42
TEXAS STAR TRANSPORT, LLC	02/03/25	20377	$ 2,961.84
TEXAS STAR TRANSPORT, LLC	02/03/25	20378	$ 2,984.71
TEXAS STAR TRANSPORT, LLC	02/03/25	20379	$ 2,400.67
TEXAS STAR TRANSPORT, LLC	02/03/25	20380	$ 2,432.98
TEXAS STAR TRANSPORT, LLC	02/03/25	20381	$ 3,065.57
TEXAS STAR TRANSPORT, LLC	02/03/25	20382	$ 2,959.72
TEXAS STAR TRANSPORT, LLC	02/04/25	20428	$ 3,047.57
LJA ENGINEERING INC.	02/04/25	20431	$ 99,846.71
STEPHENS & FLOWERS FUNERALS & CREMATIONS	02/04/25	20457	$ 550.00
QUADIENT, INC.	02/04/25	20468	$ 453.30
PRECISION PRINTING	02/05/25	20493	$ 91.39
PRECISION PRINTING	02/05/25	20494	$ 31.00
HOMETOWN HARDWARE	02/05/25	20495	$ 55.99
HOMETOWN HARDWARE	02/05/25	20496	$ 45.75
HOMETOWN HARDWARE	02/05/25	20497	$ 36.98
WAUKESHA-PEARCE INDUSTRIES, LLC	02/05/25	20501	$ 410.00
BOXX MODULAR INC.	02/05/25	20505	$ 1,832.00
TELOMACK CABLING SOLUTIONS	02/05/25	20507	$ 1,913.32
TELOMACK CABLING SOLUTIONS	02/05/25	20508	$ 657.50
TELOMACK CABLING SOLUTIONS	02/05/25	20509	$ 1,067.50
TELOMACK CABLING SOLUTIONS	02/05/25	20510	$ 2,263.10
SOUTH TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION	02/05/25	20513	$ 300.00
SOUTH TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION	02/05/25	20514	$ 300.00
CUMMINS SOUTHERN PLAINS LLC	02/05/25	20522	$ 1,411.40
TAC SECURITY	02/06/25	20523	$ 540.00
THE RANDLE LAW OFFICE L.TD., L.L.P	02/06/25	20538	$ 1,920.00
THE RANDLE LAW OFFICE L.TD., L.L.P	02/06/25	20539	$ 240.00
THE RANDLE LAW OFFICE L.TD., L.L.P	02/06/25	20540	$ 920.00
THE RANDLE LAW OFFICE L.TD., L.L.P	02/06/25	20541	$ 240.00
THE RANDLE LAW OFFICE L.TD., L.L.P	02/06/25	20542	$ 2,960.00
THE RANDLE LAW OFFICE L.TD., L.L.P	02/06/25	20543	$ 320.00
THE RANDLE LAW OFFICE L.TD., L.L.P	02/06/25	20544	$ 840.00
THE RANDLE LAW OFFICE L.TD., L.L.P	02/06/25	20545	$ 1,720.00
FORT BEND MEDICAL EXAMINER	02/06/25	20551	$ 15,600.00
INNOVATIVE COMMUNICATION SYSTEMSS	02/06/25	20553	$ 369.02
CIRA	02/06/25	20554	$ 3,200.00

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
AMERICAN STAMP & MARKING PRODUCTS, INC.	02/06/25	20559	$ 182.35
1488 AUTO	02/06/25	20569	$ 115.00
HOMETOWN HARDWARE	02/07/25	20570	$ 739.33
HOMETOWN HARDWARE	02/07/25	20571	$ 253.20
HOMETOWN HARDWARE	02/07/25	20572	$ 11.89
HOMETOWN HARDWARE	02/07/25	20573	$ 71.68
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/07/25	20574	$ 47.89
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/07/25	20575	$ 45.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/07/25	20576	$ 45.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/07/25	20577	$ 47.89
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/07/25	20578	$ 1,367.45
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/07/25	20579	$ 118.98
O'REILLY AUTO PARTS	02/07/25	20580	$ 27.98
O'REILLY AUTO PARTS	02/07/25	20581	$ 27.98
O'REILLY AUTO PARTS	02/07/25	20582	$ 27.98
O'REILLY AUTO PARTS	02/07/25	20583	$ 28.98
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20585	$ 102.68
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20586	$ 145.92
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20587	$ 92.98
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20588	$ 106.76
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20589	$ 151.36
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20590	$ 179.87
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20591	$ 163.36
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20592	$ 128.92
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20593	$ 106.76
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20594	$ 725.68
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20595	$ 179.81
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20596	$ 83.62
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20597	$ 83.62
DYNAMIC MOTORS AUTO REPAIRS	02/07/25	20598	$ 80.68
W.L. SIMON MORTUARY TRANSPORT	02/07/25	20599	$ 625.00
LOWE'S	02/07/25	20605	$ 186.64
KING ARCHITECTURAL CONSULTING SERVICES PLLC	02/07/25	20606	$ 1,861.94
INTERSTATE BILLING SERVICE, INC.	02/07/25	20608	$ 2,205.51
ALSCO	02/07/25	20613	$ 57.53
BILLS TIRE COMPANY	02/07/25	20615	$ 118.00
HOMETOWN HARDWARE	02/10/25	20616	$ 11.99
HOMETOWN HARDWARE	02/10/25	20617	$ 49.99
KATY TIMES	02/10/25	20618	$ 110.25
KATY TIMES	02/10/25	20619	$ 110.25
KATY TIMES	02/10/25	20620	$ 110.25
KATY TIMES	02/10/25	20621	$ 110.25
TEXAS ASSOCIATION OF COUNTIES	02/10/25	20622	$ 70.00
LEXIS NEXIS	02/10/25	20623	$ 57.50
TDCAA	02/10/25	20624	$ 1,940.42
PRECISION UTILITY, LLC	02/10/25	20625	$ 485.72
APPLE FORD MERCURY	02/10/25	20626	$ 5,960.41
LAROCHE	02/10/25	20627	$ 1,235.68
KUSTOM SIGNALS INC	02/10/25	20628	$ 75.00
RHOMAR INDUSTRIES, INC	02/10/25	20629	$ 2,885.32
COP STOP	02/10/25	20631	$ 1,081.50
CITIBANK, N.A	02/10/25	20632	$ 4,807.94
TRACK GROUP	02/10/25	20633	$ 149.25
VICTORIA COUNTY JUVENILE SERVICES	02/10/25	20634	$ 10,085.00
HEALING HEARTS PRESENTS REALITY PRODUCTIONS	02/10/25	20635	$ 3,475.00
AGUILAR, ALFONSO	02/10/25	20636	$ 200.00
SMARSH, INC.	02/10/25	20637	$ 143.02
ENTEC PEST MANAGEMENT, INC.	02/10/25	20638	$ 140.00
PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	02/10/25	20640	$ 326.85
XEROX CORPORATION	02/10/25	20641	$ 192.11
XEROX CORPORATION	02/10/25	20642	$ 148.25
XEROX CORPORATION	02/10/25	20643	$ 239.88
XEROX CORPORATION	02/10/25	20644	$ 223.25
XEROX CORPORATION	02/10/25	20645	$ 349.19
XEROX CORPORATION	02/10/25	20646	$ 325.44
XEROX CORPORATION	02/10/25	20647	$ 159.96
XEROX CORPORATION	02/10/25	20648	$ 189.33
XEROX CORPORATION	02/10/25	20649	$ 193.60
XEROX CORPORATION	02/10/25	20650	$ 171.84
XEROX CORPORATION	02/10/25	20651	$ 236.84
XEROX CORPORATION	02/10/25	20652	$ 208.89
XEROX CORPORATION	02/10/25	20653	$ 292.97
XEROX CORPORATION	02/10/25	20654	$ 183.81
XEROX CORPORATION	02/10/25	20655	$ 479.98

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
XEROX CORPORATION	02/10/25	20656	$ 210.00
MONTGOMERY COUNTY	02/10/25	20657	$ 3,300.00
FORT BEND COUNTY	02/10/25	20658	$ 2,975.00
LONE STAR X-RAY CO.	02/10/25	20659	$ 85.00
AMAZON CAPITAL SERVICES	02/10/25	20660	$ 812.62
QUADIENT FINANCE USA, INC.	02/10/25	20661	$ 150.00
PIERCE, CHERYL	02/10/25	20662	$ 54.60
TEXAS ASSOCIATION OF COUNTIES	02/11/25	20664	$ 1,360.00
XEROX FINANCIAL SERVICES	02/11/25	20665	$ 480.00
HOUSTON FREIGHTLINER, INC	02/11/25	20666	$ 480.48
HOUSTON FREIGHTLINER, INC	02/11/25	20667	$ 1,443.45
UNITED SALT CORPORATION	02/11/25	20668	$ 1,750.00
AT&T	02/11/25	20669	$ 44.58
SPARKLIGHT	02/11/25	20670	$ 535.93
TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL	02/11/25	20673	$ 5,000.00
TEXAS ASSOCIATION OF COUNTIES	02/11/25	20674	$ 215.00
THOMSON REUTERS- WEST PAYMENT CENTER	02/11/25	20675	$ 230.00
HAYS COUNTY TREASURER	02/11/25	20676	$ 7,500.00
VICTORIA COUNTY JUVENILE SERVICES	02/11/25	20677	$ 8,220.00
VICTORIA REGIONAL JUVENILE JUSTICE/ DETENTION CENTER	02/11/25	20678	$ 20.00
LDDBLUELINE, LLC	02/11/25	20680	$ 15,000.00
LDDBLUELINE, LLC	02/11/25	20681	$ 19,864.68
TRINITY SERVICES GROUP, INC.	02/11/25	20682	$ 143.67
TRINITY SERVICES GROUP, INC.	02/11/25	20683	$ 1,750.75
WAUKESHA-PEARCE INDUSTRIES, LLC	02/11/25	20684	$ 410.00
WAUKESHA-PEARCE INDUSTRIES, LLC	02/11/25	20685	$ 835.20
WAUKESHA-PEARCE INDUSTRIES, LLC	02/11/25	20686	$ 410.00
PROSPERITY BANK	02/11/25	20687	$ 1,227.13
COBBFENDLEY	02/11/25	20688	$ 6,974.00
GREAT SOUTHERN STABILIZED, LLC	02/11/25	20689	$ 539.83
GRAINGER	02/11/25	20690	$ 263.42
TURNER, PIERCE & FULTZ, INC	02/11/25	20691	$ 1,111.04
ALTEX WELDING SUPPLY INC.	02/11/25	20692	$ 103.34
PERFORMANCE TRUCK	02/11/25	20693	$ 40.00
NORTHERN SAFETY CO., INC.	02/11/25	20694	$ 39.18
WALLER COUNTY ASPHALT	02/11/25	20695	$ 24,013.00
WALLER COUNTY ASPHALT	02/11/25	20696	$ 32,381.80
ASCO EQUIPMENT	02/11/25	20697	$ 1,892.28
ALSCO	02/11/25	20698	$ 342.71
ALSCO	02/11/25	20699	$ 76.60
ARBORTRUE, LLC	02/11/25	20700	$ 10,920.00
ARBORTRUE, LLC	02/11/25	20701	$ 5,100.00
ARBORTRUE, LLC	02/11/25	20702	$ 2,550.00
TURNER, PIERCE & FULTZ, INC	02/11/25	20703	$ 1,760.00
ALTEX WELDING SUPPLY INC.	02/11/25	20704	$ 60.44
ALTEX WELDING SUPPLY INC.	02/11/25	20705	$ 465.89
O'REILLY AUTO PARTS	02/11/25	20706	$ 10.00
O'REILLY AUTO PARTS	02/11/25	20707	$ 29.98
WALLER COUNTY ASPHALT	02/11/25	20708	$ 7,925.50
NAPA AUTO PARTS	02/11/25	20709	$ 268.20
NAPA AUTO PARTS	02/11/25	20710	$ 1,457.55
NAPA AUTO PARTS	02/11/25	20711	$ 17.99
NAPA AUTO PARTS	02/11/25	20712	$ 33.68
NAPA AUTO PARTS	02/11/25	20713	$ 48.40
NAPA AUTO PARTS	02/11/25	20714	$ 193.08
NAPA AUTO PARTS	02/11/25	20715	$ 297.98
NAPA AUTO PARTS	02/11/25	20716	$ 98.49
NAPA AUTO PARTS	02/11/25	20717	$ 306.75
TEXAS STAR TRANSPORT, LLC	02/11/25	20718	$ 3,225.38
TEXAS STAR TRANSPORT, LLC	02/11/25	20719	$ 3,278.46
TEXAS STAR TRANSPORT, LLC	02/11/25	20720	$ 3,247.33
TEXAS STAR TRANSPORT, LLC	02/11/25	20721	$ 3,073.80
TEXAS STAR TRANSPORT, LLC	02/11/25	20722	$ 2,402.17
TEXAS STAR TRANSPORT, LLC	02/11/25	20723	$ 3,236.97
TEXAS STAR TRANSPORT, LLC	02/11/25	20724	$ 2,930.43
TEXAS STAR TRANSPORT, LLC	02/11/25	20725	$ 3,253.75
TEXAS STAR TRANSPORT, LLC	02/11/25	20726	$ 3,077.46
TEXAS STAR TRANSPORT, LLC	02/11/25	20727	$ 3,227.81
TEXAS STAR TRANSPORT, LLC	02/11/25	20728	$ 3,018.87
TEXAS STAR TRANSPORT, LLC	02/11/25	20729	$ 2,383.58
TEXAS STAR TRANSPORT, LLC	02/11/25	20730	$ 1,649.44
TEXAS STAR TRANSPORT, LLC	02/11/25	20731	$ 810.99
TEXAS STAR TRANSPORT, LLC	02/11/25	20732	$ 3,249.79
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/11/25	20733	$ 165.00

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/11/25	20734	$ 165.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/11/25	20735	$ 85.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/11/25	20736	$ 125.00
JARVIS TIRE AND WHEEL, LLC	02/12/25	20737	$ 120.00
C&C SPORTS & APPAREL	02/12/25	20745	$ 236.95
PERDU, BRANDON, FIELDER, COLLINS, AND MOTT LLP	02/12/25	20746	$ 3,765.00
RECOVERY MONITORING	02/12/25	20747	$ 341.00
RECOVERY MONITORING	02/12/25	20748	$ 341.00
RECOVERY MONITORING	02/12/25	20749	$ 341.00
RECOVERY MONITORING	02/12/25	20750	$ 104.00
RECOVERY MONITORING	02/12/25	20751	$ 341.00
RECOVERY MONITORING	02/12/25	20752	$ 341.00
RECOVERY MONITORING	02/12/25	20753	$ 341.00
RECOVERY MONITORING	02/12/25	20754	$ 186.00
RECOVERY MONITORING	02/12/25	20755	$ 186.00
RECOVERY MONITORING	02/12/25	20756	$ 310.00
RECOVERY MONITORING	02/12/25	20757	$ 110.00
INGRAM LIBRARY SERVICES	02/12/25	20758	$ 591.14
INGRAM LIBRARY SERVICES	02/12/25	20759	$ 676.28
KIMBALL MIDWEST	02/12/25	20760	$ 4,468.74
PIERCE, CHERYL	02/12/25	20761	$ 163.80
MUNDY, SHEILA	02/12/25	20762	$ 250.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/12/25	20763	$ 580.00
HOMETOWN HARDWARE	02/12/25	20764	$ 25.99
HOMETOWN HARDWARE	02/12/25	20765	$ 63.98
HOMETOWN HARDWARE	02/12/25	20766	$ 92.13
HOMETOWN HARDWARE	02/12/25	20767	$ 46.99
HOMETOWN HARDWARE	02/12/25	20768	$ 289.67
HOMETOWN HARDWARE	02/12/25	20769	$ 16.58
HOMETOWN HARDWARE	02/12/25	20770	$ 370.91
AQUA BEVERAGE CO.	02/12/25	20771	$ 28.00
AQUA BEVERAGE CO.	02/12/25	20772	$ 28.00
AQUA BEVERAGE CO.	02/12/25	20774	$ 28.00
KING ARCHITECTURAL CONSULTING SERVICES PLLC	02/12/25	20777	$ 2,000.69
TEXAS DEPARTMENT OF STATE HEALTH SERVICES	02/12/25	20778	$ 170.19
WALLER CCWBC, INC.	02/12/25	20779	$ 200.00
WALLER CCWBC, INC.	02/12/25	20780	$ 1,760.00
STEINHAUSER'S	02/12/25	20781	$ 111.98
STEINHAUSER'S	02/12/25	20782	$ 47.40
TRINITY SERVICES GROUP, INC.	02/12/25	20783	$ 4,739.23
EDMONDS INSURANCE AGENCY	02/13/25	20784	$ 185.00
EDMONDS INSURANCE AGENCY	02/13/25	20785	$ 95.56
EDMONDS INSURANCE AGENCY	02/13/25	20786	$ 95.56
EDMONDS INSURANCE AGENCY	02/13/25	20787	$ 95.56
FOURRIER FAMILY DENTISTRY	02/13/25	20788	$ 1,766.00
JOHN E. REID & ASSOCIATES, INC.	02/13/25	20789	$ 1,750.00
CYPRESS FLEET SERVICE	02/13/25	20790	$ 2,508.52
TEXAS DIVISON OF EMERGENCY MANAGEMENT	02/13/25	20791	$ 300.00
FORD, RUSSELL	02/13/25	20792	$ 946.07
WARREN, Z'AUNDRIA	02/13/25	20795	$ 228.20
AMERICAN PATRIOT INDUSTRIES	02/13/25	20796	$ 2,722.60
THE NEUROBEHAVIORAL CLINIC	02/13/25	20797	$ 5,000.00
THE NEUROBEHAVIORAL CLINIC	02/13/25	20798	$ 4,500.00
MCNEESE PSYCHOLOGICAL SERVICES, PLLC	02/13/25	20799	$ 3,900.00
HOLIDAY INN EXPRESS & SUITES GEORGETOWN	02/13/25	20800	$ 621.50
BRENHAM CHRYSLER JEEP	02/13/25	20801	$ 285.60
INTELEPEER HOLDINGS, INC.	02/13/25	20802	$ 1,478.37
INDUSTRIAL SCALE & MEASUREMENT	02/13/25	20803	$ 2,593.20
COP STOP	02/13/25	20804	$ 1,072.75
C&G WHOLESALE	02/13/25	20805	$ 189.99
C&G WHOLESALE	02/13/25	20806	$ 26.00
C&G WHOLESALE	02/13/25	20807	$ 13.00
C&G WHOLESALE	02/13/25	20808	$ 131.94
WATSON FURNITURE GROUP	02/13/25	20809	$ 21,113.43
VERIZON	02/13/25	20810	$ 648.07
HART INTERCIVIC, INC	02/13/25	20811	$ 38,582.00
XEROX CORPORATION	02/13/25	20812	$ 243.54
AMG PRINTING & MAILING	02/13/25	20813	$ 252.00
EDMONDS INSURANCE AGENCY	02/13/25	20814	$ 50.00
HOMETOWN HARDWARE	02/13/25	20815	$ 88.08
SAN BERNARD ELECTRIC CO-OP	02/13/25	20816	$ 15,928.47
HOEFLICH, GLORY	02/13/25	20817	$ 352.00
DIRECT ENERGY BUSINESS, LLC	02/13/25	20822	$ 34.53
DIRECT ENERGY BUSINESS, LLC	02/13/25	20823	$ 31.97

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
DIRECT ENERGY BUSINESS, LLC	02/13/25	20824	$ 23.83
ASCO EQUIPMENT	02/13/25	20826	$ 2,374.50
ALSCO	02/13/25	20827	$ 324.00
GRIMCO	02/13/25	20829	$ 278.57
WALLER COUNTY APPRAISAL DISTRICT	02/19/25	20831	$ 202,539.75
HOMETOWN HARDWARE	02/19/25	20832	$ 39.99
HOMETOWN HARDWARE	02/19/25	20833	$ 49.99
HOMETOWN HARDWARE	02/19/25	20834	$ 49.99
HOMETOWN HARDWARE	02/19/25	20835	$ 21.99
HOMETOWN HARDWARE	02/19/25	20836	$ 135.18
QUILL CORPORATION	02/19/25	20837	$ 2,555.11
QUILL CORPORATION	02/19/25	20838	$ 103.24
QUILL CORPORATION	02/19/25	20839	$ 497.40
QUILL CORPORATION	02/19/25	20840	$ 46.77
DIRECT ENERGY BUSINESS, LLC	02/19/25	20841	$ 23.44
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20842	$ 493.22
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20843	$ 513.94
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20844	$ 99.33
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20845	$ 95.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20846	$ 1,706.06
TEXAS STAR TRANSPORT, LLC	02/19/25	20847	$ 3,247.95
ROCA CLEANING SERVICES	02/19/25	20848	$ 750.00
ALSCO	02/19/25	20849	$ 321.18
ARBORTRUE, LLC	02/19/25	20850	$ 36,347.21
ARBORTRUE, LLC	02/19/25	20851	$ 36,347.21
ARBORTRUE, LLC	02/19/25	20852	$ 36,347.21
GRIMCO	02/19/25	20853	$ 4,767.92
NORTHERN SAFETY CO., INC.	02/19/25	20854	$ 97.44
SANDERS, PEGGY	02/19/25	20855	$ 72.88
EDMONDS INSURANCE AGENCY	02/19/25	20856	$ 50.00
EDMONDS INSURANCE AGENCY	02/19/25	20857	$ 350.00
KYLE OFFICE PRODUCTS	02/19/25	20858	$ 275.00
CIRRO ENERGY	02/19/25	20859	$ 44.53
AMERICAN FIRE SYSTEMS INC.	02/19/25	20860	$ 1,155.00
GRAVES, AZHANE	02/19/25	20861	$ 987.25
TEXAS ASSOCIATION OF COUNTIES	02/19/25	20862	$ 200.00
TEXAS ASSOCIATION OF COUNTIES	02/19/25	20863	$ 250.00
HART INTERCIVIC, INC	02/19/25	20864	$ 1,800.00
AMAZON CAPITAL SERVICES	02/19/25	20865	$ 63.05
MT ZION CHRISTIAN METHODIST EPISCOPAL CHURCH	02/19/25	20868	$ 100.00
JBI, LTD	02/19/25	20869	$ 4,296.38
NAPA AUTO PARTS	02/19/25	20870	$ 163.74
NAPA AUTO PARTS	02/19/25	20871	$ 39.60
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20872	$ 165.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20873	$ 165.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20874	$ 165.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20875	$ 85.00
LAROCHE	02/19/25	20876	$ 446.25
THE HARRIS COUNTY INSTITUTE OF FORENSIC SCIENCES	02/19/25	20877	$ 1,552.00
CONFORTI, NICOLAS	02/19/25	20878	$ 352.00
PARKWAY CHEVROLET	02/19/25	20879	$ 14,600.00
MOTOROLA SOLUTIONS, INC.	02/19/25	20880	$ 24,750.96
MOTOROLA SOLUTIONS, INC.	02/19/25	20881	$ 18,493.44
PCN STRATEGIES	02/19/25	20882	$ 2,457.52
PCN STRATEGIES	02/19/25	20883	$ 33,315.52
PCN STRATEGIES	02/19/25	20884	$ 1,053.76
PCN STRATEGIES	02/19/25	20885	$ 8,504.40
PCN STRATEGIES	02/19/25	20886	$ 7,031.04
BILL'S EXPRESS LUBE	02/19/25	20887	$ 123.00
BILL'S EXPRESS LUBE	02/19/25	20888	$ 174.00
BILL'S EXPRESS LUBE	02/19/25	20889	$ 314.99
BILL'S EXPRESS LUBE	02/19/25	20890	$ 80.00
BILL'S EXPRESS LUBE	02/19/25	20891	$ 93.00
BILL'S EXPRESS LUBE	02/19/25	20892	$ 19.50
BILL'S EXPRESS LUBE	02/19/25	20893	$ 34.00
BILL'S EXPRESS LUBE	02/19/25	20894	$ 123.00
BILL'S EXPRESS LUBE	02/19/25	20895	$ 19.50
JARVIS TIRE AND WHEEL, LLC	02/19/25	20896	$ 402.00
JARVIS TIRE AND WHEEL, LLC	02/19/25	20897	$ 1,503.84
WE BRAND IT PROMOTIONS	02/19/25	20898	$ 3,255.00
WE BRAND IT PROMOTIONS	02/19/25	20899	$ 50.00
O'REILLY AUTO PARTS	02/19/25	20900	$ 14.99
O'REILLY AUTO PARTS	02/19/25	20901	$ 40.78
O'REILLY AUTO PARTS	02/19/25	20902	$ 35.99

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
O'REILLY AUTO PARTS	02/19/25	20903	$ 13.08
O'REILLY AUTO PARTS	02/19/25	20904	$ 75.98
O'REILLY AUTO PARTS	02/19/25	20905	$ 39.54
O'REILLY AUTO PARTS	02/19/25	20906	$ 663.56
O'REILLY AUTO PARTS	02/19/25	20907	$ 68.60
DYNAMIC MOTORS AUTO REPAIRS	02/19/25	20908	$ 609.62
DYNAMIC MOTORS AUTO REPAIRS	02/19/25	20909	$ 106.76
DYNAMIC MOTORS AUTO REPAIRS	02/19/25	20910	$ 178.60
DYNAMIC MOTORS AUTO REPAIRS	02/19/25	20911	$ 1,119.50
DYNAMIC MOTORS AUTO REPAIRS	02/19/25	20912	$ 106.76
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20913	$ 592.48
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20914	$ 2,892.37
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20915	$ 473.17
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20916	$ 439.85
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20917	$ 65.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/19/25	20918	$ 55.16
DANA SAFETY SUPPLY, INC.	02/19/25	20919	$ 90,765.08
DANA SAFETY SUPPLY, INC.	02/19/25	20920	$ 22,691.27
DANA SAFETY SUPPLY, INC.	02/19/25	20921	$ 25,016.61
SOUTHERN TIRE MART	02/19/25	20922	$ 2,419.65
VERIZON	02/19/25	20923	$ 299.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	02/20/25	20924	$ 260.00
NAPA AUTO PARTS	02/20/25	20927	$ 43.08
NAPA AUTO PARTS	02/20/25	20928	$ 35.16
NAPA AUTO PARTS	02/20/25	20929	$ 552.00
NAPA AUTO PARTS	02/20/25	20930	$ 190.52
NAPA AUTO PARTS	02/20/25	20931	$ 310.08
NAPA AUTO PARTS	02/20/25	20932	$ 36.00
WINSLOW, DEBBIE	02/20/25	20933	$ 31.50
MURRELL, JOHN	02/20/25	20934	$ 104.46
TEXAS STAR TRANSPORT, LLC	02/20/25	20935	$ 3,082.95
TEXAS STAR TRANSPORT, LLC	02/20/25	20936	$ 3,285.16
TEXAS STAR TRANSPORT, LLC	02/20/25	20937	$ 3,118.92
TEXAS STAR TRANSPORT, LLC	02/20/25	20938	$ 2,270.43
TEXAS STAR TRANSPORT, LLC	02/20/25	20939	$ 1,635.72
TEXAS STAR TRANSPORT, LLC	02/20/25	20940	$ 2,328.66
TEXAS STAR TRANSPORT, LLC	02/20/25	20941	$ 2,251.21
GREAT SOUTHERN STABILIZED, LLC	02/20/25	20942	$ 571.54
GREAT SOUTHERN STABILIZED, LLC	02/20/25	20943	$ 1,124.96
GREAT SOUTHERN STABILIZED, LLC	02/20/25	20944	$ 539.13
GREAT SOUTHERN STABILIZED, LLC	02/20/25	20945	$ 535.99
GREAT SOUTHERN STABILIZED, LLC	02/20/25	20946	$ 1,090.80
GREAT SOUTHERN STABILIZED, LLC	02/20/25	20947	$ 1,103.01
ROCA CLEANING SERVICES	02/20/25	20948	$ 600.00
PETROLEUM TRADERS CORPORATION	02/20/25	20949	$ 18,532.72
MOFFITT SERVICES	02/20/25	20950	$ 2,000.00
HOMETOWN HARDWARE	02/20/25	20951	$ 85.14
HOMETOWN HARDWARE	02/20/25	20952	$ 123.94
HOMETOWN HARDWARE	02/20/25	20953	$ 403.97
HOMETOWN HARDWARE	02/20/25	20954	$ 41.40
HOMETOWN HARDWARE	02/20/25	20955	$ 17.99
SOUTHERN TIRE MART	02/20/25	20956	$ 1,438.68
SOUTHERN TIRE MART	02/20/25	20957	$ 1,935.72
SOUTHERN TIRE MART	02/20/25	20958	$ 1,423.84
SOUTHERN TIRE MART	02/20/25	20959	$ 5,855.04
O'REILLY AUTO PARTS	02/20/25	20960	$ 38.80
O'REILLY AUTO PARTS	02/20/25	20961	$ 73.87
O'REILLY AUTO PARTS	02/20/25	20962	$ 18.52
O'REILLY AUTO PARTS	02/20/25	20963	$ 52.90
O'REILLY AUTO PARTS	02/20/25	20964	$ 25.96
O'REILLY AUTO PARTS	02/20/25	20965	$ 16.99
O'REILLY AUTO PARTS	02/20/25	20966	$ 29.41
O'REILLY AUTO PARTS	02/20/25	20967	$ 104.06
WALLER COUNTY ASPHALT	02/20/25	20968	$ 3,260.40
WALLER COUNTY ASPHALT	02/20/25	20969	$ 3,281.30
ULINE SHIPPING SUPPLY SPECIALISTS	02/20/25	20970	$ 1,431.27
ULINE SHIPPING SUPPLY SPECIALISTS	02/20/25	20971	$ 147.48
SAN BERNARD ELECTRIC CO-OP	02/20/25	20972	$ 12,379.64
SAN BERNARD ELECTRIC CO-OP	02/20/25	20973	$ 371.78
SAN BERNARD ELECTRIC CO-OP	02/20/25	20974	$ 454.28
SAN BERNARD ELECTRIC CO-OP	02/20/25	20975	$ 314.07
SAN BERNARD ELECTRIC CO-OP	02/20/25	20976	$ 217.00
SAN BERNARD ELECTRIC CO-OP	02/20/25	20977	$ 632.92
SAN BERNARD ELECTRIC CO-OP	02/20/25	20978	$ 509.18

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
SAN BERNARD ELECTRIC CO-OP	02/20/25	20979	$ 1,410.40
WE BRAND IT PROMOTIONS	02/20/25	20980	$ 288.00
MUSTANG CAT	02/20/25	20981	$ 1,403.94
SCHROETER, KYLE "SHANE"	02/20/25	20982	$ 229.00
WINSLOW, DEBBIE	02/20/25	20983	$ 9.60
QUILL CORPORATION	02/20/25	20984	$ 100.53
QUILL CORPORATION	02/20/25	20985	$ 10.56
QUILL CORPORATION	02/20/25	20986	$ 20.69
QUILL CORPORATION	02/20/25	20987	$ 69.99
QUILL CORPORATION	02/20/25	20988	$ 101.91
ASCO EQUIPMENT	02/20/25	20990	$ 224.49
ARBORTRUE, LLC	02/20/25	20991	$ 8,144.32
ARBORTRUE, LLC	02/20/25	20992	$ 4,568.47
ARBORTRUE, LLC	02/20/25	20993	$ 4,176.75
ARBORTRUE, LLC	02/20/25	20994	$ 4,412.55
KIMBALL MIDWEST	02/20/25	20995	$ 4,911.88
PERFORMANCE TRUCK	02/20/25	20996	$ 40.00
LEGACY WASTE SERVICES	02/20/25	20997	$ 1,228.40
ALSCO	02/20/25	20998	$ 321.18
MIRANDA, ADELAIDA	02/20/25	20999	$ 75.00
INGRAM LIBRARY SERVICES	02/20/25	21000	$ 244.52
INGRAM LIBRARY SERVICES	02/20/25	21001	$ 197.03
JOHNSTONE SUPPLY	02/20/25	21002	$ 305.45
TRANTEX	02/20/25	21003	$ 525.00
ENTEC PEST MANAGEMENT, INC.	02/20/25	21004	$ 150.00
ENTEC PEST MANAGEMENT, INC.	02/20/25	21005	$ 350.00
ATRON SOLUTIONS, LLC	02/20/25	21006	$ 10,560.84
PITNEY BOWES INC	02/20/25	21007	$ 141.00
AMAZON CAPITAL SERVICES	02/20/25	21008	$ 174.22
HOMETOWN HARDWARE	02/20/25	21009	$ 23.99
HOMETOWN HARDWARE	02/20/25	21010	$ 23.99
5M LEGACY PROPERTIES, LLC	02/20/25	21011	$ 3,575.00
TDCAA	02/20/25	21012	$ 500.00
TDCAA	02/20/25	21013	$ 500.00
TDCAA	02/20/25	21014	$ 500.00
PINEDA, MOISES	02/20/25	21015	$ 24.35
ANGELO, VALERIE	02/20/25	21016	$ 24.35
GRANTWORKS, INC	02/20/25	21017	$ 13,913.06
DEPARTMENT OF INFORMATION RESOURCES	02/20/25	21018	$ 458.72
WALLER COUNTY TAX OFFICE	02/20/25	21019	$ 75.00
CROSSROADS MOVING	02/20/25	21020	$ 5,912.50
HARDY, CHARLESTON	02/20/25	21021	$ 40.49
HARDY, CHARLESTON	02/20/25	21022	$ 14.95
PRECISION PRINTING	02/20/25	21023	$ 30.00
PRECISION PRINTING	02/20/25	21024	$ 92.53
PRECISION PRINTING	02/20/25	21025	$ 32.63
PRECISION PRINTING	02/20/25	21026	$ 20.01
PRECISION PRINTING	02/20/25	21027	$ 36.70
PRECISION PRINTING	02/20/25	21028	$ 99.06
HOMETOWN HARDWARE	02/20/25	21029	$ 26.77
HOMETOWN HARDWARE	02/20/25	21030	$ 30.98
HOMETOWN HARDWARE	02/20/25	21031	$ 89.99
HOMETOWN HARDWARE	02/20/25	21032	$ 167.86
HOMETOWN HARDWARE	02/20/25	21033	$ 56.76
HOMETOWN HARDWARE	02/20/25	21034	$ 99.60
HOMETOWN HARDWARE	02/20/25	21035	$ 7.47
NAPA AUTO PARTS	02/20/25	21036	$ 125.61
TEXAS STAR TRANSPORT, LLC	02/20/25	21037	$ 2,244.20
TEXAS STAR TRANSPORT, LLC	02/20/25	21038	$ 2,310.36
TEXAS STAR TRANSPORT, LLC	02/20/25	21039	$ 2,444.28
TEXAS STAR TRANSPORT, LLC	02/20/25	21040	$ 2,355.82
ENTERPRISE FM TRUST	02/20/25	21041	$ 78,001.61
ODP BUSINESS SOLUTIONS, LLC	02/20/25	21042	$ 259.79
ODP BUSINESS SOLUTIONS, LLC	02/20/25	21043	$ 108.71
ODP BUSINESS SOLUTIONS, LLC	02/20/25	21044	$ 296.44
ODP BUSINESS SOLUTIONS, LLC	02/20/25	21045	$ 399.98
ODP BUSINESS SOLUTIONS, LLC	02/20/25	21046	$ 321.33
ODP BUSINESS SOLUTIONS, LLC	02/20/25	21047	$ 177.12
ODP BUSINESS SOLUTIONS, LLC	02/20/25	21048	$ 2.88
CANON FINANCIAL SERVICES, INC.	02/20/25	21049	$ 461.91
DIRECT ENERGY BUSINESS, LLC	02/20/25	21051	$ 136.82
JOHNSTONE SUPPLY	02/20/25	21052	$ 381.88
AT&T MOBILITY	02/20/25	21053	$ 169.49
INDEPENDENT HEALTH SERVICES	02/20/25	21054	$ 1,636.26

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
XEROX CORPORATION	02/20/25	21055	$ 191.68
BRADY INDUSTRIES	02/20/25	21056	$ 256.13
STEINHAUSER'S	02/20/25	21057	$ 52.49
STEINHAUSER'S	02/20/25	21058	$ 79.99
VICTORY SUPPLY	02/20/25	21059	$ 2,016.00
FOURRIER FAMILY DENTISTRY	02/20/25	21061	$ 516.00
QUILL CORPORATION	02/20/25	21062	$ 11.89
SABALA, VERONICA	02/20/25		$ 100.00
DIRECT ENERGY BUSINESS, LLC	02/24/25	21064	$ 25.46
DIRECT ENERGY BUSINESS, LLC	02/24/25	21065	$ 2,227.21
DIRECT ENERGY BUSINESS, LLC	02/24/25	21066	$ 676.46
DIRECT ENERGY BUSINESS, LLC	02/24/25	21067	$ 200.55
MAGNOLIA FUNERAL HOME, INC.	02/24/25	21068	$ 1,295.00
TEXAS STAR TRANSPORT, LLC	02/24/25	21069	$ 1,550.63
TEXAS STAR TRANSPORT, LLC	02/24/25	21070	$ 2,288.12
TEXAS STAR TRANSPORT, LLC	02/24/25	21071	$ 2,250.29
TEXAS STAR TRANSPORT, LLC	02/24/25	21072	$ 2,279.89
TEXAS STAR TRANSPORT, LLC	02/24/25	21073	$ 2,307.94
TEXAS STAR TRANSPORT, LLC	02/24/25	21074	$ 2,399.42
TEXAS STAR TRANSPORT, LLC	02/24/25	21075	$ 2,318.61
TEXAS STAR TRANSPORT, LLC	02/24/25	21076	$ 2,453.73
TEXAS STAR TRANSPORT, LLC	02/24/25	21077	$ 769.21
CINTAS	02/24/25	21078	$ 131.91
VERIZON	02/24/25	21080	$ 399.90
GEMINI SAFETY & INDUSTRIAL SUPPLY	02/24/25	21081	$ 552.12
EAG FORD NAVASOTA	02/24/25	21082	$ 8,881.28
EAG FORD NAVASOTA	02/24/25	21083	$ 6,066.23
STRIPES & STOPS COMPANY, INC.	02/24/25	21084	$ 4,000.00
MOFFITT SERVICES	02/24/25	21085	$ 2,000.00
HART INTERCIVIC, INC	02/24/25	21086	$ 6,996.00
AMERICAN PATRIOT INDUSTRIES	02/24/25	21087	$ 1,739.16
WALLER COUNTY ASPHALT	02/24/25	21088	$ 22,191.40
ALSCO	02/24/25	21089	$ 57.53
PERFORMANCE TRUCK	02/24/25	21090	$ 24.55
HALFF ASSOCIATES	02/24/25	21091	$ 5,933.79
PIRKLE, LIZ	02/24/25	21092	$ 704.18
QUILL CORPORATION	02/24/25	21093	$ 31.34
BOXX MODULAR INC.	02/24/25	21094	$ 1,832.00
CANTRELL, BRIAN	02/24/25	21095	$ 185.00
RICOH USA, INC.	02/24/25	21096	$ 260.24
DUHON, CARBETT J.	02/24/25	21097	$ 551.24
KELLY, EVERETT	02/24/25	21098	$ 131.98
QUILL CORPORATION	02/24/25	21099	$ 243.69
QUILL CORPORATION	02/24/25	21100	$ 504.42
QUILL CORPORATION	02/24/25	21101	$ 573.17
TOSHIBA FINANCIAL SERVICES	02/24/25	21102	$ 186.16
TOSHIBA FINANCIAL SERVICES	02/24/25	21103	$ 186.16
TOSHIBA FINANCIAL SERVICES	02/24/25	21104	$ 186.16
TOSHIBA FINANCIAL SERVICES	02/24/25	21105	$ 186.16
ROYZ WINDOW TINT	02/24/25	21106	$ 306.00
BRADY INDUSTRIES	02/24/25	21107	$ 308.58
WITTENBURG PRINTING	02/24/25	21108	$ 201.92
WITTENBURG PRINTING	02/24/25	21109	$ 46.25
C&G WHOLESALE	02/24/25	21110	$ 50.96
C&G WHOLESALE	02/24/25	21111	$ 105.58
C&G WHOLESALE	02/24/25	21112	$ 3,225.00
C&G WHOLESALE	02/24/25	21113	$ 249.92
C&G WHOLESALE	02/24/25	21114	$ 59.90
C&G WHOLESALE	02/24/25	21115	$ 89.92
C&G WHOLESALE	02/24/25	21116	$ 231.88
C&G WHOLESALE	02/24/25	21117	$ 33.00
C&G WHOLESALE	02/24/25	21118	$ 33.00
C&G WHOLESALE	02/24/25	21119	$ 96.93
C&G WHOLESALE	02/24/25	21120	$ 145.00
C&G WHOLESALE	02/24/25	21121	$ 33.00
FOURRIER FAMILY DENTISTRY	02/24/25	21122	$ 422.00
TRINITY SERVICES GROUP, INC.	02/24/25	21123	$ 1,750.63
TRINITY SERVICES GROUP, INC.	02/24/25	21124	$ 4,868.56
TRINITY SERVICES GROUP, INC.	02/24/25	21125	$ 105.20
WE BRAND IT PROMOTIONS	02/24/25	21126	$ 37.00
DIRECTV	02/24/25	21127	$ 268.23
BROOKSHIRE HARDWARE	02/24/25	21128	$ 520.64
MARCH, MATTHEW	02/24/25	21129	$ 73.70
NETPROTEC LLC	02/24/25	21130	$ 600.00

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
SPARKLIGHT	02/24/25	21131	$ 581.00
ZAVALA, IRMA	02/24/25	21132	$ 545.00
SPARKLIGHT	02/24/25	21133	$ 460.93
SPARKLIGHT	02/24/25	21134	$ 120.93
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21135	$ 38.90
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21136	$ 10.23
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21137	$ 54.62
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21138	$ 11.08
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21139	$ 6.79
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21140	$ 939.19
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21141	$ 26.17
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21142	$ 2.15
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21143	$ 314.50
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21144	$ 39.99
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21145	$ 401.82
ODP BUSINESS SOLUTIONS, LLC	02/24/25	21146	$ (540.99)
INGRAM LIBRARY SERVICES	02/24/25	21147	$ 14.84
INGRAM LIBRARY SERVICES	02/24/25	21148	$ 14.84
XPERNET SERVICES	02/24/25	21149	$ 714.00
XPERNET SERVICES	02/24/25	21150	$ 5,655.00
XPERNET SERVICES	02/24/25	21151	$ 4,600.00
XPERNET SERVICES	02/24/25	21152	$ 23,890.00
VERIZON	02/24/25	21154	$ 987.87
MIRANDA, ADELAIDA	02/24/25	21155	$ 87.92
TRINITY SERVICES GROUP, INC.	02/25/25	21153	$ 4,638.77
THE HOME DEPOT	02/25/25	21156	$ 3,487.57
TEXAS PRIDE DISPOSAL	02/25/25	21157	$ 44.80
SAN BERNARD ELECTRIC CO-OP	02/25/25	21158	$ 555.85
INNOVATIVE COMMUNICATION SYSTEMS	02/25/25	21159	$ 150.00
INNOVATIVE COMMUNICATION SYSTEMS	02/25/25	21160	$ 350.00
INNOVATIVE COMMUNICATION SYSTEMS	02/25/25	21161	$ 43.75
MAGNOLIA FUNERAL HOME, INC.	02/25/25	21162	$ 1,295.00
HOMETOWN HARDWARE	02/25/25	21163	$ 153.51
HOMETOWN HARDWARE	02/25/25	21164	$ 329.30
TEXAS ASSOCIATION OF COURT ADMINISTRATION	02/25/25	21165	$ 1,250.00
LIBERTY TIRE RECYCLING, LLC	02/25/25	21166	$ 896.28
WALLER COUNTY CHILD WELFARE CHARITY INC	02/25/25	21167	$ 40.00
CASA FOR KIDS	02/25/25	21168	$ 80.00
HARLE, JOHN B.	02/25/25	21169	$ 862.50
TEXAS ASSOCIATION OF COUNTIES	02/25/25	21170	$ 275.00
FAIRCHILD, ZELMON	02/25/25	21171	$ 36.40
HOMETOWN HARDWARE	02/25/25	21172	$ 6.59
PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP	02/25/25	21173	$ 1,592.19
QUILL CORPORATION	02/25/25	21174	$ 421.99
QUILL CORPORATION	02/25/25	21175	$ 199.99
QUILL CORPORATION	02/26/25	21176	$ 107.70
ULINE SHIPPING SUPPLY SPECIALISTS	02/26/25	21177	$ 146.86
QUILL CORPORATION	02/26/25	21178	$ 1,592.99
WALLER COUNTY FEED	02/26/25	21179	$ 206.35
BRADY INDUSTRIES	02/26/25	21180	$ 238.55
STEINHAUSER'S	02/26/25	21181	$ 49.99
TRINITY SERVICES GROUP, INC.	02/26/25	21182	$ 246.32
TRINITY SERVICES GROUP, INC.	02/26/25	21183	$ 4,658.41
DIRECTV	02/26/25	21184	$ 164.98
SCY IMAGING INC.	02/26/25	21185	$ 75.00
COLLIER EQUINE VET SERVICE, PA	02/26/25	21186	$ 90.00
COLLIER EQUINE VET SERVICE, PA	02/26/25	21187	$ 40.00
COLLIER EQUINE VET SERVICE, PA	02/26/25	21188	$ 40.00
COLLIER EQUINE VET SERVICE, PA	02/26/25	21189	$ 40.00
COLLIER EQUINE VET SERVICE, PA	02/26/25	21190	$ 40.00
COLLIER EQUINE VET SERVICE, PA	02/26/25	21191	$ 40.00
COLLIER EQUINE VET SERVICE, PA	02/26/25	21192	$ 40.00
COP STOP	02/26/25	21193	$ 29.00
STEINHAUSER'S	02/26/25	21194	$ 47.49
EDMONDS INSURANCE AGENCY	02/26/25	21195	$ 95.56
EDMONDS INSURANCE AGENCY	02/26/25	21196	$ 95.56
SALAZAR, JOSE LUIS	02/26/25	21197	$ 105.00
STEINHAUSER'S	02/26/25	21198	$ 31.98
TRINICOM COMMUNICATIONS, LLC	02/26/25	21199	$ 243.69
TRINICOM COMMUNICATIONS, LLC	02/26/25	21200	$ 45.68
TRINICOM COMMUNICATIONS, LLC	02/26/25	21201	$ 132.10
PECHUKAS, ROBERT	02/26/25	21202	$ 898.63
GONZALEZ, STEFANIE M.	02/27/25	21203	$ 1,080.00
GONZALEZ, STEFANIE M.	02/27/25	21204	$ 1,695.00

Treasurer's Record of Unpaid Claims	As of	2/28/2025	
Vendors	Date Registered	Reg #	Amount Registered
HOMETOWN HARDWARE	02/27/25	21205	$ 121.54
HOMETOWN HARDWARE	02/27/25	21206	$ 283.89
HOMETOWN HARDWARE	02/27/25	21207	$ 41.97
JONES, KENDRIC	02/27/25	21208	$ 538.62
PECHUKAS, ROBERT	02/27/25	21209	$ 457.48
AMSLER, JOHN	02/27/25	21210	$ 744.95
AMERICAN PATRIOT INDUSTRIES	02/27/25	21211	$ 2,742.25
AMERICAN PATRIOT INDUSTRIES	02/27/25	21212	$ 1,145.75
QUILL CORPORATION	02/27/25	21213	$ 16.73
QUILL CORPORATION	02/27/25	21214	$ 59.39
QUILL CORPORATION	02/27/25	21215	$ 97.16
QUILL CORPORATION	02/27/25	21216	$ 33.29
NAPA AUTO PARTS	02/27/25	21217	$ 117.35
NAPA AUTO PARTS	02/27/25	21218	$ 474.90
TEXAS STAR TRANSPORT, LLC	02/27/25	21219	$ 1,527.14
TEXAS STAR TRANSPORT, LLC	02/27/25	21220	$ 1,506.10
TEXAS STAR TRANSPORT, LLC	02/27/25	21221	$ 1,499.99
TEXAS STAR TRANSPORT, LLC	02/27/25	21222	$ 1,502.13
TEXAS STAR TRANSPORT, LLC	02/27/25	21223	$ 1,510.97
TEXAS STAR TRANSPORT, LLC	02/27/25	21224	$ 1,540.87
TEXAS STAR TRANSPORT, LLC	02/27/25	21225	$ 1,523.78
TEXAS STAR TRANSPORT, LLC	02/27/25	21226	$ 1,487.48
PERFORMANCE TRUCK	02/27/25	21227	$ 40.00
PERFORMANCE TRUCK	02/27/25	21228	$ 40.00
PERFORMANCE TRUCK	02/27/25	21229	$ 40.00
PERFORMANCE TRUCK	02/27/25	21230	$ 170.48
PERFORMANCE TRUCK	02/27/25	21231	$ 53.20
PERFORMANCE TRUCK	02/27/25	21232	$ 122.10
O'REILLY AUTO PARTS	02/27/25	21233	$ 7.41
O'REILLY AUTO PARTS	02/27/25	21234	$ 21.42
O'REILLY AUTO PARTS	02/27/25	21235	$ 172.49
HOMETOWN HARDWARE	02/27/25	21236	$ 54.94
DARR EQUIPMENT	02/27/25	21237	$ 250.80
WAKEFIELD BRIDGE, INC.	02/27/25	21238	$ 10,000.00
SPARKLETTS & SIERRA SPRINGS	02/27/25	21239	$ 46.44
GREAT SOUTHERN STABILIZED, LLC	02/27/25	21240	$ 539.48
WALLER COUNTY ASPHALT	02/27/25	21241	$ 11,300.30
SNAP ON	02/27/25	21242	$ 1,690.00
ONLY 1 RENTALS, LLC	02/27/25	21243	$ 5,192.69
EWALD KUBOTA	02/27/25	21244	$ 73.20
EWALD KUBOTA	02/27/25	21245	$ 1,791.08
ALSCO	02/27/25	21246	$ 1,111.00
ALSCO	02/27/25	21247	$ 320.28
WINSLOW, DEBBIE	02/27/25	21248	$ 182.69
TRINICOM COMMUNICATIONS, LLC	02/28/25	21249	$ 270.00
ALSCO	02/28/25	21250	$ (784.00)
WALLER COUNTY FEED	02/28/25	21251	$ 185.91
WALLER COUNTY FEED	02/28/25	21252	$ 79.99
TEXAS POLICE TRAINERS	02/28/25	21253	$ 195.00
BRADY INDUSTRIES	02/28/25	21254	$ 308.58
COP STOP	02/28/25	21255	$ 189.00
FOURRIER FAMILY DENTISTRY	02/28/25	21256	$ 714.00
TRINITY SERVICES GROUP, INC.	02/28/25	21257	$ 5,012.26
XEROX CORPORATION	02/28/25	21258	$ 233.43
BMP RACKMOUNT SOLUTIONS, LLC	02/28/25	21259	$ 250.00
NICHOLS, ANGELA	02/28/25	21260	$ 292.00
THOMPSON, MCROY E	02/28/25	21261	$ 105.00
VARDILOS, TONY	02/28/25	21262	$ 100.00
WILEY, ROBYN	02/28/25	21263	$ 117.99
AT&T	02/28/25	21264	$ 713.36
KIMBALL MIDWEST	02/28/25	21265	$ 132.52
HOMETOWN HARDWARE	02/28/25	21266	$ 1.98
HOMETOWN HARDWARE	02/28/25	21267	$ 351.83
WAUKESHA-PEARCE INDUSTRIES, LLC	02/28/25	21268	$ 42,688.00
WAUKESHA-PEARCE INDUSTRIES, LLC	02/28/25	21269	$ 60,106.00
AGEINT SECURITY	02/28/25	21270	$ 65.00
WAUKESHA-PEARCE INDUSTRIES, LLC	02/28/25	21271	$ 554.75
LJA ENGINEERING INC.	02/28/25	21272	$ 98,655.74
RIEMER, SHARON	02/28/25	21273	$ 499.99
HOMETOWN HARDWARE	02/28/25	21274	$ 19.99
AT&T	02/28/25	21275	$ 2,158.52
AT&T	02/28/25	21276	$ 365.87
CAPITAL ONE	02/28/25	21277	$ 1,563.70
TOTAL UNPAID			**$ 2,375,333.22**

Comptroller of Public Accounts FORM 40-138 (Rev.1-19/8)

b. ■

Item 6.

Child Safety Seat and Seat Belt Violation Fines

a. T Code ■ 32170

c. City/County Identification Number	d. Report for fiscal year ending	e.	f. Due date of report
■ 1-74-6001079-0	2024	■	12-31-24

City/County name and mailing address

g.
JOAN SARGENT
WALLER COUNTY
425 FM 1488 RD # 102
HEMPSTEAD, TX 77445-9634

h. IMPORTANT
Blacken this box if your address has changed. Show changes by the preprinted information. → 1 ■ ☐

i. ■ j. ■

☐ Please check if fiscal year has changed from previous report

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at the address or phone numbers listed on this form.

- ***Report must be filed even if no payment is due.***

Transportation Code, Sections 545.412 (h) and 545.413 (b) and (j)

Notwithstanding Section 542.402(a), a municipality or county, at the end of the municipality or county's fiscal year, shall send to the Comptroller an amount equal to 50 percent of the fines collected by the municipality or the county for violations of sections 545.412 and 545.413 (b).

Municipal and county officials should use this form to submit payment of 50 percent of the fines collected on these violations during their fiscal year. This report is due 30 days after the end of the city or county's fiscal year.

1. Total amount of fines collected ..... 1. ■ $ 4,234.16

X .50

2. Total amount of fines due the state *(Multiply amount in Item 1 by .50)* 2. 2,117.08

40-138 (Rev.1-19/8) ***DO NOT DETACH***

3. TOTAL AMOUNT OF PAYMENT *(Same as Item 2)* ..... 3. ■ $ 2,117.08

City/County name	k.	l.
WALLER COUNTY	■	

■ T Code ■ Identification no. ■ Period

32060 1-74-6001079-

Complete this report and make the amount in Item 3 payable to:
State Comptroller

Mail to: Comptroller of Public Accounts
P.O. Box 149361
Austin, TX 78714-9361

I, (type or print name) JOAN SARGENT certify that the information above is true as shown in the records of the city or county named.

sign here ▶ Authorized agent Joan Sargent

Title TREASURER Date 3-19-25

Daytime phone *(Area code and number)* 979-826-7707

For assistance call 1-800-531-5441, ext. 3-4276, or 512-463-4276.

MONTHLY REPORT DUE TO COMMISSIONER'S COURT	
FEB 25	
OFFICE	DATE RECEIVED
ANIMAL CONTROL	3/6/25
AUDITOR	3/6/25
CONSTABLE PCT#1	
CONSTABLE PCT#2	3/3/25
CONSTABLE PCT#3	3/5/25
CONSTABLE PCT#4	
COUNTY CLERK	3/3/25
DISTRICT CLERK	JAN LATE;2/7//FEB;3/5
ENVIRONMENTAL	2/6-2/10-2/13-2/20-2/27
FIRE MARSHALL	JAN LATE;2/7//FEB;3/6
JP#1	2/14-3/3-3/6
JP#2	2/10-2/19-2/24-3/3
JP#3	2/7-2/24-2/24-3/7-3/7
JP#4	2/10-2/19-2/24-3/3
LIBRARY - HEMPSTEAD	3/6/25
LIBRARY- BROOKSHIRE	3/6/25
RECYCLE CENTER	3/3/25
ROAD AND BRIDGE	2/6-2/27
SHERIFF	JAN LATE;2/7--FEB;3/6
TAX OFFICE	3/6/25

STATE OF TEXAS

COUNTY OF WALLER

ORDER AUTHORIZING SAN JACINTO DAY FIREWORKS SALES

WHEREAS, the Commissioners Court of Waller County is authorized under Occupations Code Section 2154.202(h), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of San Jacinto Day; and

WHEREAS, on the 19th day of March, 2025, the Commissioners Court of Waller County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Waller County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the San Jacinto Day period beginning April 16, 2025 and ending at midnight April 21, 2025, subject to the following restrictions:

a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, April 21, 2025, whichever is earlier.

Approved this the 19th day of March, 2025, by the Waller County Commissioners Court.

_____

Carbett “Trey” J. Duhon III
Waller County Judge

ATTEST:

_____
County Clerk

King Architectural Consulting Services
817-992-3120
142 Northchase Dr.
Willow Park, TX 76087

KING
Architectural Consulting Services PLLC

Billed To
Danny Rothe
Waller County
836 Austin Street
Hempstead, TX 77445

Date of Issue
03/05/2025

Due Date
04/11/2025

Invoice Number
0000052

Reference
Bus. Node-New CH pay app #28, Mod Bldgs pay app #12

Amount Due (USD)
$1,864.63

Description	Rate	Qty	Line Total
Third Party Architectural Services 9 hour trip to WC on March 4, 2025 with observation of CH, 1 hour for review of pay app #28 and pay app #12 in office.	$150.00	10	$1,500.00
Travel Expense, Mileage trip to Waller County - observation	$0.585	412	$241.02
Insurance Reimbursable	$109.67	1	$109.67
Travel Expense, lunch	$13.94	1	$13.94

Subtotal	1,864.63
Tax	0.00
Total	1,864.63
Amount Paid	0.00
Amount Due (USD)	$1,864.63

Notes
The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the practices of persons registered as architects in Texas. TDLR address, PO Box 12157, Austin TX 78711. 800-803-9202

Terms

Thank You!

HISCOX
encourage courage®

Payment schedule

King Architectural Consulting Services PLLC

Below is your monthly payment schedule. Hiscox will collect funds automatically on the dates listed. You will not receive any further billing statements unless you make a change to your policy, so it is important to keep this document for future reference.

Upcoming payment schedule

You will be charged the amounts listed below on the following dates:

• September 7, 2024	$109.63
• October 7, 2024	$109.67
• November 7, 2024	$109.67
• December 7, 2024	$109.67
• January 7, 2025	$109.67
• February 7, 2025	$109.67
• March 7, 2025	$109.67
• April 7, 2025	$109.67
• May 7, 2025	$109.67
• June 7, 2025	$109.67
• July 7, 2025	$109.67
• August 7, 2025	$109.67

INVOICE # 0000052 3.4.25

To ensure your business remains protected, your coverage will automatically renew with the same payment method and frequency listed above. You will receive a new payment schedule and updated policy documents at least 45 days before renewal.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance producer in all states and DC. In California, Hiscox Inc. does business as Hiscox Insurance Agency (License no.: 0F09668). This information is provided to assist you in understanding how renewals work and does not modify the terms and conditions of any current or future Insurance policy, nor does it imply that any claims is covered. Coverage is subject to underwriting, terms conditions, and limits of the policy.

LUNCH - TRIP TO WALLER Co. 3-4-25

McAlister's Deli
1006 University Dr. East
College Station, TX 77840
(979) 846-6000

30

Host: Cashier 2 — 03/04/2025
30 — 12:40 PM
20060

Order Type: Dine-In

Memphian	9.99
Sea Salt Chips	
Tea	2.89
Half & Half Tea	
Subtotal	12.88
Total Tax	1.06
Dine-In Total	**13.94**
M/C-FP	13.94
Auth:07336C	

Hungry for more? We are hiring!
Text SWEETTEA to 27000 to Apply!

236575304414

****
Get rewarded! Scan the barcode in our
new app to earn points for this visit!
****

--- Check Closed ---

WALLER COUNTY APPRAISAL DISTRICT
P O BOX 887
HEMPSTEAD, TX 77445

Date	Invoice #
2/14/2025	2142025GWA

BILL TO
WALLER COUNTY C/O COUNTY TREASURER 425 FM 1488, #102 HEMPSTEAD, TX 77445

Quantity	Description	Rate	Amount
	2025 ADOPTED ANNUAL ALLOCATION $810,159.00		
1	2ND QUARTER ALLOCATION PAYMENT	$202,539.75	$202,539.75
	TOTAL DUE BY MARCH 31		$202,539.75

Registration # 020831
Joan Sargent Waller Co. Treasurer
Deputy JG Date 2-19-25

FEB19'25PM3:39TREASURER

FEB19'25PM1:41AUDITOR

WALLER COUNTY APPRAISAL DISTRICT

PHYSICAL ADDRESS:
900 13th STREET
HEMPSTEAD, TX 77445
(979) 921-0060

MAILING ADDRESS:
P. O. BOX 887
HEMPSTEAD, TX 77445
(979) 921-0377 FAX

FEBRUARY 14, 2025

TO: ALL WALLER COUNTY TAXING UNITS

SUBJECT: 2ND QUARTER 2025 APPRAISAL DISTRICT ALLOCATIONS

Enclosed is an invoice for your taxing unit's share in the cost of Appraisal District operations. This invoice uses your tax levy for 2024 in the calculation of the quarterly assessments, as required by Section 6.06(e) of the Texas Property Tax Code.

For billing address corrections or updates, please fill in the blanks below and return to the Appraisal District or email to either beckyg@waller-cad.org or lorid@waller-cad.org. If you have any questions, you may call us at (979) 921-0060.

If you prefer your invoice to be sent via email, please provide your email address below.

Taxing Jurisdiction Name: _____

Presiding Officer or Contact Name: _____

Mailing Address: _____

City, State & Zip Code: _____

Email Address: _____

☐ Send my invoices to the above email address.

JAN30'25PM5:21TREASURER

From

Stephens & Flowers Funerals and Crematior

2702 Sunnyside Ln. Pearland Tx 77584

Registration # 020457
Joan Sargent Waller Co. Treasurer
Deputy MP Date 01/30/25

Delete Logo

18031

125-423-540705

To

Waller county

Customer address

INVOICE

Invoice #	0000059
Invoice Date	01/30/2025
Due Date	01/30/2025

Item	Description	Unit Price	Quantity	Amount
	Pick up & transport	450.00	1.00	450.00
	Body bag	100.00	1.00	100.00

New Line

Invoice Notes

ed

Subtotal	550.00
Total	550.00
Amount Paid	0.00
Balance Due	$550.00

FEB4'25PM3:46AUDITOR

Magnolia Funeral Home, Inc.
811 S. Magnolia
Magnolia, TX 77355
281-356-3363
INVOICE

February 20, 2025

Waller County
836 Austin St., Ste. 316
Hempstead, TX 77445

Regarding: Deced

Removal of deceased from location of death in Waller County, Texas in a heavy duty disaster body bag and transported to Fort Bend County Medical Examiner's Office for Autopsy as ordered by Judge J.R. Woolley.

Amount Due: $1,295

Please remit to the address shown above.

FEB24'25PM3:51TREASURER

Cordially,

Glenn Addison

Glenn Addison, owner

FEB27'25AM8:58AUDITOR

Registration # 021162
Joan Sargent Waller Co. Treasurer
Deputy JG Date 2-25-25

INVOICE

Fort Bend Medical Examiner
3840 Bamore Road
Rosenberg, TX 77471

kelley.large@fortbendcountytx.gov
+1 (832) 471-4011

Bill to
Judge Trey Duhon
Waller County Judge
836 Austin Street, Suite 203
Hempstead, TX 77445

Ship to
Judge Trey Duhon
Waller County Judge
836 Austin Street, Suite 203
Hempstead, TX 77445

Invoice details
Invoice no.: 1475
Terms: Net 30
Invoice date: 03/03/2025
Due date: 04/02/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/06/2025	**Autopsy**	Full Autopsy Case# 25-00030WL	1	$2,600.00	$2,600.00
2.	01/16/2025	**Autopsy**	Full Autopsy Case# 25-00157WL ordered by Judge Ted K	1	$2,600.00	$2,600.00

Total **$5,200.00**

Item 15.

EQUIFAX

INVOICE

Overview

Customer Number:	0245/102637
Invoice Date:	02/28/2025
Invoice Number:	2064631172
CURRENT INVOICE	**$4,642.83**
Terms:	**NET 30**
Due Date:	**03/30/2025**

Appriss Insights LLC
11432 LACKLAND ROAD
SAINT LOUIS, MO 63146

BILL TO:

Waller County
TX Vine Contact544
836 Austin Street, Room 221
Hempstead, TX 77445

Account Summary

Previous Account Balance	**$0.00**
Current Charges	
Current Invoice Subtotal	**$4,642.83**
Current Tax Subtotal	**$0.00**
Current Invoice Total	**$4,642.83**

Total Account Balance:	**$4,642.83**

TO PAY OR VIEW INVOICE DETAILS ONLINE GO TO:
https://invoice.equifax.com
YOUR CUSTOMER NUMBER
0245/102637

Please return lower portion with payment and enter invoice payment amounts - DO NOT STAPLE

EQUIFAX

Waller County
2064631172 102637

Invoice Number	Balance	Applied Amount
2064631172	$4,642.83	

Payment and contact information on back of remittance stub

TOTAL AMOUNT ENCLOSED

$, , , , .

MAKE CHECKS PAYABLE TO

Appriss Insights LLC
4076 PAYSPHERE CIRCLE
CHICAGO, IL 60674-4076

20646311720000004642 83X0245000010263 7

EQUIFAX

Customer Name: **Waller County**
Customer Number: **102637**
Invoice Number: **2064631172**
Invoice Date: **02/28/2025**

Item 15.

SERVICE SUMMARY

Description	Quantity	Unit Amount	Amount
ALL LOCATIONS			
1 VINE-Quarterly	1	4,642.83000	$4,642.83
Service Summary Total			**$4,642.83**
VINE from 12/01/2024-02/28/2025			
1 VINE-Quarterly	1	4,642.83000	$4,642.83
Location:000. Total			$4,642.83
Service Summary Total			**$4,642.83**
		Service Subtotal	**$4,642.83**

TAX SUMMARY

Jurisdiction	Product	Rate	Non-Taxable Amount	Taxable Amount	Total
AUSTIN METROPOLITAN TRANSIT AUTHORITY	1 - Information Services Delivered Electronically	0	$4,642.83	$0.00	$0.00
AUSTIN	1 - Information Services Delivered Electronically	0	$4,642.83	$0.00	$0.00
TEXAS	1 - Information Services Delivered Electronically	0	$4,642.83	$0.00	$0.00
				Tax Subtotal	**$0.00**
				CURRENT INVOICE TOTAL	**$4,642.83**

Payment Instructions

Wire Transfer Details
Bank of America
Account Number: **5800404260**
Routing Number: **ACH/EFT - 071000039 Wire - 026009593**

Customer Assistance: **https://theworknumber.com/support-for-verifiers/billing-and-invoicing/**
For Remittance Notices - please email **ewspaymentinfo@equifax.com**

TO PAY OR VIEW INVOICE DETAILS ONLINE GO TO:
https://invoice.equifax.com
YOUR CUSTOMER NUMBER
0245/102637

EQUIFAX

Customer Name: **Waller County**
Customer Number: **102637**
Invoice Number: **2064631172**
Invoice Date: **02/28/2025**

Item 15.

STATEMENT OF ACCOUNT AS OF 02/28/2025

Transaction Date	Days Outstanding	Description	Transaction Number	Transaction Amount	Open Balance
02/28/2025	1	Invoice	2064631172	$4,642.83	$4,642.83
			TOTAL ACCOUNT BALANCE		**$4,642.83**

**** Intentionally left blank****

NOTICE OF RECEIPT OF APPLICATION
TO REVISE A SUBDIVISION PLAT FILED FOR RECORD WITH THE COUNTY CLERK

APPLICATION: *Yellow Guy, LLC and C-2 Pederson West, LLC*, owners, are requesting to be allowed to amend Pederson West Business Park. The amendment will create two Restricted Reserves out of Restricted Reserve "B".

This Replat request, if approved, will only revise the applicant's property.

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on *April 16, 2025 Time: 9:00 a.m.*, at the Joe Kuciemba Annex, 425 FM 1488., Hempstead, Texas, 77445.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Stockdick Road Street Dedication and Reserve

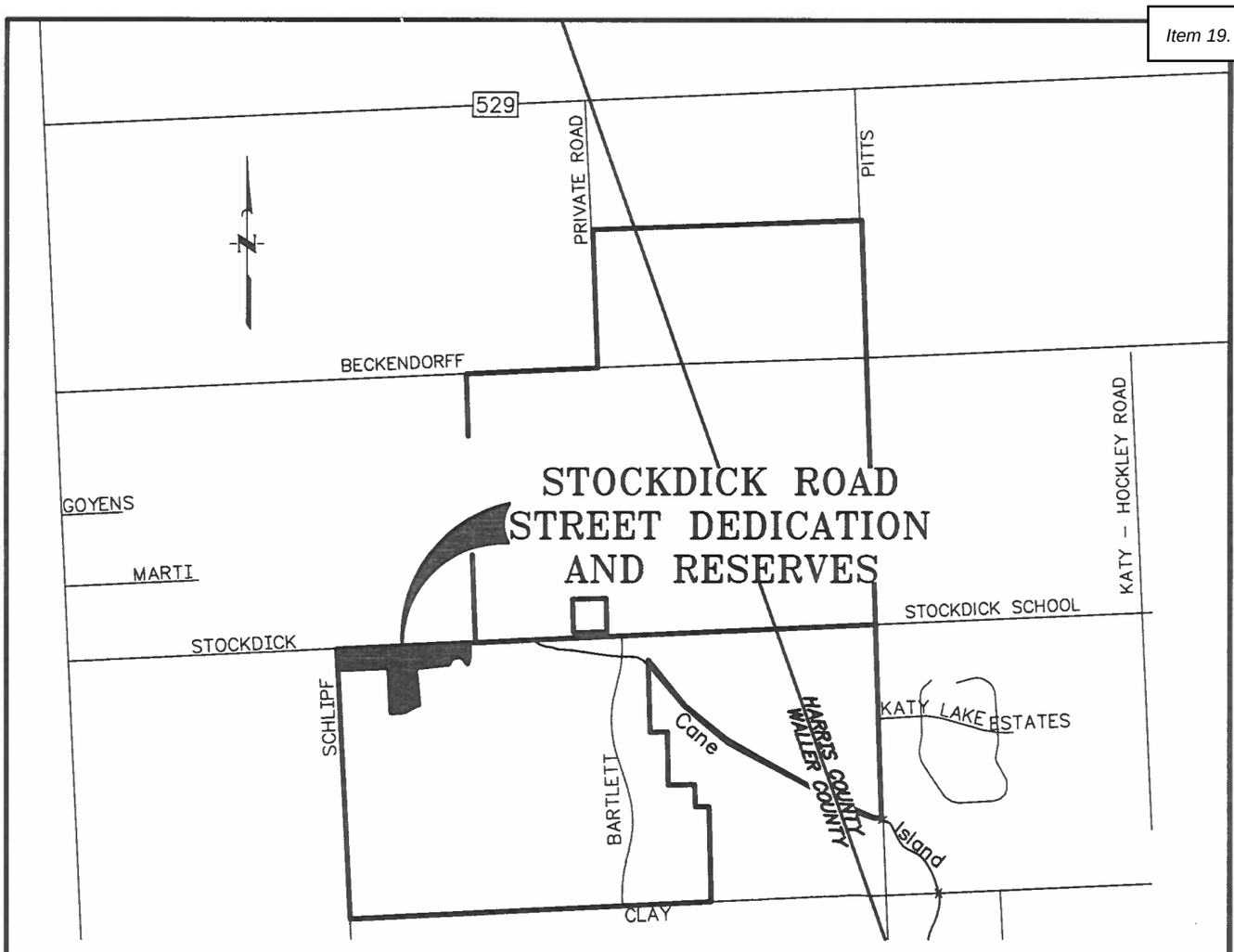
Date: March 19, 2025

Background

Final Plat of Stockdick Road Street Dedication and Reserve consists of 35.04 acres will include 1 Block and 1 Reserve in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP

Scale: NTS

KEY MAP 443 C & D

FINAL PLAT OF
STOCKDICK ROAD STREET DEDICATION AND RESERVE

A SUBDIVISION OF 35.04 ACRES OF LAND OUT OF THE

H. & T. C. RAILROAD COMPANY SURVEY

SECTION 121, A-201,

WALLER COUNTY, TEXAS

0 LOTS 1 RESERVE 1 BLOCK

SEPTEMBER 2024

DATE: SEPTEMBER 2024	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. • 23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1A OF 1			

K:\16537\Client Management\Plats\Stockdick 7\Plat_Stockdick Sec 7.dwg Feb 19,2025 - 5:14pm CKJ

STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 35.04 acre tract of land in the H. & T. C. Railroad Company Survey Section 121, Abstract 201, Waller County, Texas, being out of and a part of that certain called 655.54 acre tract (Exhibit "A", Dollins Tract) recorded under County Clerk's File Number 2115246, Official Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a Mag nail with shiner found for the northwest corner and Place of Beginning of the herein described tract, the northwest corner of said called 655.54 acre tract and said called H. & T. C. Railroad Company Section 121, Abstract 201, same being the northeast corner of an adjoining called 10.00 acre tract recorded in Volume 622, Page 28, Official Records, Waller County, Texas and the adjoining Fred Eule Survey, Abstract 373, the southwest corner of an adjoining called 131.503 acre tract recorded under County Clerk's File Number 2110394, Official Public Records, Waller County, Texas, the southeast corner of the adjoining H. & T. C. Railroad Company Survey Section 111, Abstract 172, and the southwest corner of the adjoining Fred Eule Survey, Abstract 375, as located in Schlipf Road;

Thence North 87 degrees 59 minutes 38 seconds East along the north line of the herein described tract, the north line of said called 655.54 acre tract, and the north line of said Abstract 201, being the south line of said called 131.503 acre tract, the south line of a called 31.111 acre tract recorded under County Clerk's File Number 2101670, Official Public Records, Waller County, Texas, and the south line of said Abstract 375, 2,615.91 feet to a point for the northeast corner of the herein described tract, same being the northernmost northwest corner of Sunterra Section 13, according to map or plat thereof recorded under County Clerk's File Number 2113490, Official Public Records, Waller County, Texas;

Thence along the easterly line of the herein described tract, being the westerly line of said Sunterra Section 13, to points at the following courses and distances:

South 02 degrees 00 minutes 22 seconds East, 50.00 feet to a point in a non–tangent curve to the right;

Thence with said non–tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 47.12 feet, a radius of 30.00 feet, and a chord bearing South 47 degrees 00 minutes 22 seconds East, 42.43 feet;

South 02 degrees 00 minutes 22 seconds East, 132.20 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 25 degrees 58 minutes 09 seconds, an arc length of 213.03 feet, a radius of 470.00 feet, and a chord bearing South 10 degrees 58 minutes 42 seconds West, 211.21 feet;

North 33 degrees 59 minutes 01 second West, 121.59 feet;

North 56 degrees 04 minutes 06 seconds West, 64.29 feet;

North 75 degrees 27 minutes 36 seconds West, 59.29 feet;

South 82 degrees 27 minutes 59 seconds West, 68.70 feet;

South 71 degrees 36 minutes 23 seconds West, 49.63 feet;

South 46 degrees 27 minutes 37 seconds West, 50.43 feet;

South 28 degrees 27 minutes 47 seconds West, 105.53 feet;

South 84 degrees 30 minutes 03 seconds West, 623.63 feet;

South 39 degrees 30 minutes 03 seconds West, 70.71 feet;

South 05 degrees 29 minutes 57 seconds East, 250.20 feet;

South 04 degrees 20 minutes 37 seconds East, 286.86 feet;

South 04 degrees 23 minutes 08 seconds East, 150.35 feet to a point for the southeast corner of the herein described tract, being in the westerly line of said Sunterra Section 13, and the north right–of–way line of Ventura Creek Drive (60–foot wide) according to map or plat thereof recorded under County Clerk's File Number 2212304, Official Public Records, Waller County, Texas, being in a non–tangent curve to the left;

Thence along the lower south line of the herein described tract, same being the north right–of–way line of Ventura Creek Drive, to points at the following courses and distances:

Thence with said non–tangent curve to the left, having a central angle of 18 degrees 51 minutes 43 seconds, an arc length of 133.33 feet, a radius of 405.00 feet, and a chord bearing South 68 degrees 45 minutes 41 seconds West, 132.73 feet;

South 59 degrees 19 minutes 49 seconds West, 105.01 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 28 degrees 40 minutes 52 seconds, an arc length of 147.67 feet, a radius of 295.00 feet, and a chord bearing South 73 degrees 40 minutes 15 seconds West, 146.13 feet;

South 88 degrees 00 minutes 41 seconds West, 198.95 feet to a point for the lower southwest corner of the herein described tract, being a point in the east line of the adjoining Sunterra Sec 27, according to map or plat thereof recorded under County Clerk's File Number 2215082, Official Public Records, Waller County, Texas;

Thence North 02 degrees 05 minutes 15 seconds West along the lower west line of the herein described tract, same being the east line of said adjoining Sunterra Sec 27, 850.56 feet to a point for reentry corner to the herein described tract, same being the northeast corner of said adjoining Sunterra Sec 27;

Thence along the upper south line of the herein described tract, same being the north line of said adjoining Sunterra Sec 27, to points at the following courses and distances:

North 44 degrees 43 minutes 37 seconds West, 67.48 feet;

South 87 degrees 54 minutes 45 seconds West, 976.22 feet to a point for the upper southwest corner of the herein described tract, same being the northwest corner of said adjoining Sunterra Sec 27, being in the west line of said called 655.54 acre tract, the west line of said Abstract 201, and the east line of said called 10.00 acre tract, as located in Schlipf Road;

Thence North 02 degrees 05 minutes 05 seconds West along the upper west line of the herein described tract, being the west line of said called 655.54 acre tract and said Abstract 201, and the east line of said adjoining called 10.00 acre tract, being within the margins of Schlipf Road, 414.21 feet to the Place of Beginning and containing 35.04 acres of land, more or less.

Line Table

Line	Bearing	Distance
L1	N87°59'38"E	2615.91'
L2	S02°00'22"E	50.00'
L3	S02°00'22"E	132.20'
L4	N33°59'01"W	121.59'
L5	N56°04'06"W	64.29'
L6	N75°27'36"W	59.29'
L7	S82°27'59"W	68.70'
L8	S71°36'23"W	49.63'
L9	S46°27'37"W	50.43'
L10	S28°27'47"W	105.53'

Line Table

Line	Bearing	Distance
L11	S84°30'03"W	623.63'
L12	S39°30'03"W	70.71'
L13	S05°29'57"E	250.20'
L14	S04°23'08"E	150.35'
L15	S59°19'49"W	105.01'
L16	S88°00'41"W	198.95'
L17	N02°05'15"W	850.56'
L18	N44°43'37"W	67.48'
L19	S87°54'45"W	976.22'
L20	N02°05'05"W	414.21'

Curve Table

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	S47°00'22"E	42.43'	30.00'
C2	470.00'	25°58'09"	213.03'	S10°58'42"W	211.21'	108.38'
C3	405.00'	18°51'43"	133.33'	S68°45'41"W	132.73'	67.27'
C4	295.00'	28°40'52"	147.67'	S73°40'15"W	146.13'	75.42'
C5	35.00'	90°04'42"	55.03'	N42°57'17"E	49.53'	35.05'

K:\16537\Client Management\Plats\Stockdick 7\Plat_Stockdick Sec 7.dwg Feb 19,2025 - 5:15pm CKJ

DATE: SEPTEMBER 2024

SCALE NTS

SHEET 1C OF 1

FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE

OWNER/DEVELOPER:
Astro Sunterra L.P.
a Delaware Limited Partnership
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702
Sobryant@landtejas.com

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337
Cjamnik@quiddity.com

LEGEND

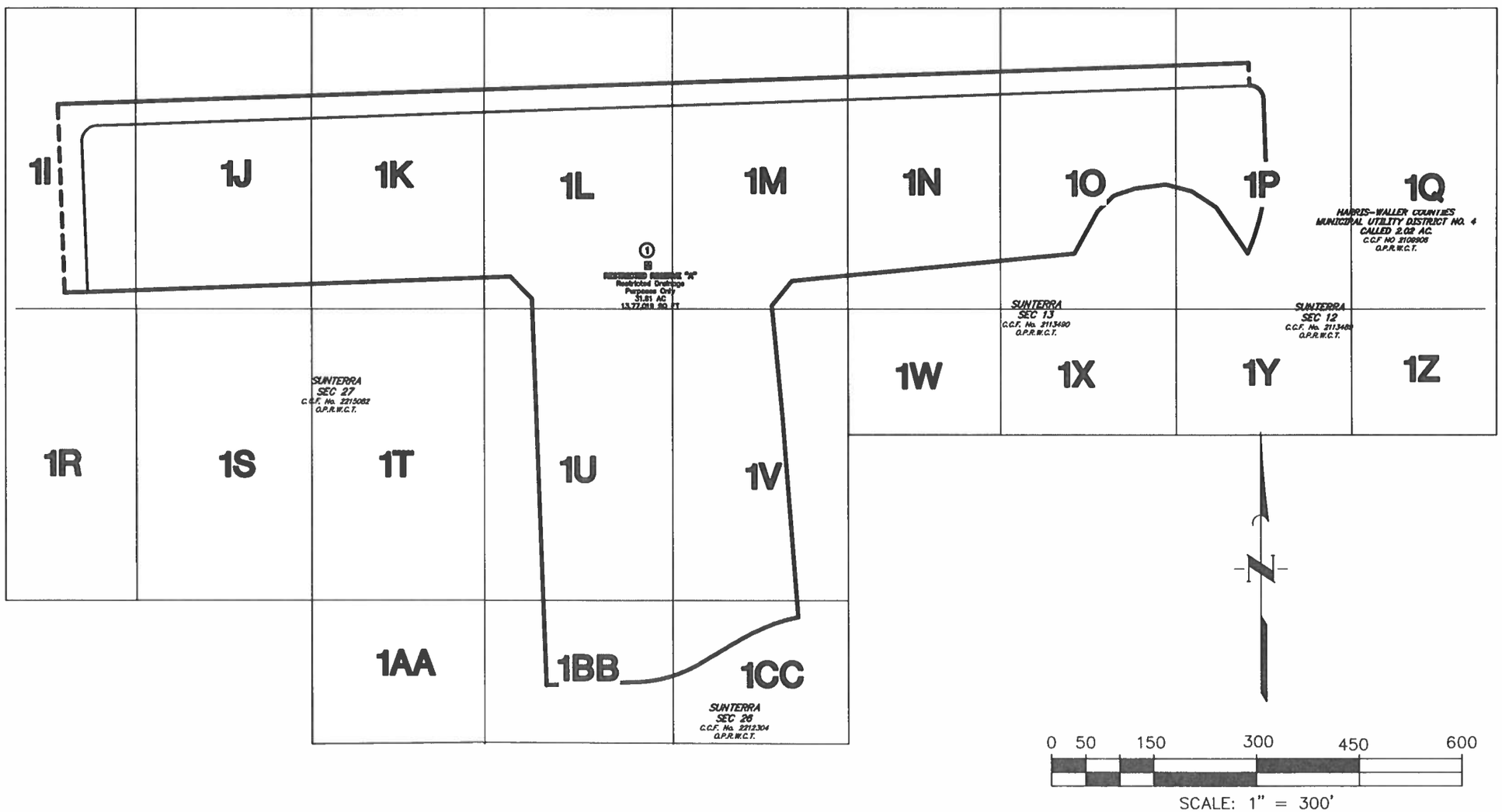
C.C.F. . . . . ."County Clerk's File"
D.R.W.C.T.. . . . . "Deed Records, Waller County, Texas"
No . . . . . "Number"
O.P.R.R.P.H.C.T. . "Official Public Records of Real Property, Harris County, Texas"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right-of-Way"
Sq Ft . . . . . ."Square Feet"
UE . . . . . "Utility Easement"
Vol _, Pg _ . . ."Volume and Page"
● . . . . . "Set 3/4-inch Iron Rod With Cap Stamped "Quiddity" as Per Certification"

General Notes

1) A one-foot reserve (1' reserve) has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2) The coordinates shown hereon are Texas State Plane of 1983, South Central Zone, based upon GPS observations. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 0.99989805999.
3) Sidewalks shall be built or caused to be built not less than five feet in width on both sides of all dedicated rights-of-way within said plat and on the contiguous right-of-way of all perimeter roads surrounding said plat, in accordance with the A.D.A.
4) This property lies within lighting zone LZ3 according to the "Order for Regulation of Outdoor Lighting". Site plans shall be submitted to Waller County and any other applicable jurisdiction for review and approval.
5) Development Permits and all other applicable permits shall be obtained from Waller County prior to beginning construction.
6) The drainage system for this subdivision is designed in accordance with the Brookshire – Katy Rules and Regulations which allows street ponding with intense rainfall events.
7) All property to drain into the drainage easements only through an approved drainage structure.
8) All drainage easements to be kept clear of fences, buildings, vegetations, and other obstructions to the operation and maintenance of drainage facility.
9) This tract lies within Zone "A" and Unshaded zone X" of the Flood Insurance Rate Map, Community No. 480640, Map Number 48473C0375E, Panel 0375, Suffix "E" Dated February 18, 2009, and revised under LOMR: 22-06-2777P dated November 20, 2023 for Waller County, Texas and incorporated areas. Zone "A" is defined as special flood hazard areas subject to inundation by the 1% annual change flood, with no Base Flood Elevations determined. unshaded Zone "X"; is defined as areas determinded to be outside the 0.2% annual chance floodplain.
10) Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
11) Elevations shown hereon are based on TSARP Monument 190105, being located along Pitts Road, approximately 1,485 feet north of the intersection of Pitts Road and Clay Road. Benchmark is west of Pitts Road and north of Cane Island Branch, on the north high bank of Cane Island Branch between the end of a guardrail and an existing fence running north-south. Elevation = 156.48' (NAVD88, 2001 Adjustment).
12) All bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
13) The project site is within the City of Houston ETJ.
14) All Pipelines and pipeline easements are shown hereon.
15) Temporary Benchmark "7528" being a set ¾" iron rod with cap marked "Jones | Carter". Located 48.2' Northeast of a ½" iron pipe found in the center of a ditch for the Southeast corner of a called 162.614 acre tract recorded under C.C.F. No. 1700518. O.P.R.W.C.T., also being +/- 56' East of a 30" corrugated plastic pipe culvert, +/- 41' feet Southeast of a power pole, and +/- 12' South of a barb wire fence. Elevation = 163.44' (NAVD88, 2001 adjustment).
16) Tract is subject to Declaration of Covenants, Conditions, and Restrictions recorded under C.C.F. No. 2100543, O.P.R.W.C.T and C.F. No. RP-2021-21971, O.P.R.R.P.H.C.T.
17) Tract is subject to Grant of Easement and Surface Use Agreement recorded under C.C.F. No. 190726, O.P.R.W.C.T. and C.C.F. NO. RP-2019-559218, O.P.R.R.P.H.C.T.
18) Tract is subject to Grant of Easement and Surface Use Agreement recorded under C.C.F. No. 2011586, O.P.R.W.C.T.
19) With respect to recorded instruments within this plat, surveyor relied on the City Planning Letter issued by Charter Title Company, GF No. 1076601800196A, Dated October 10, 2024.
20) Unless otherwise indicated, the building line (B.L.), whether one or more, shown on this subdivision plat are established to evidence compliance with the applicable provisions of Chapter 42, Code of Ordinances, City of Houston, Texas, in effect at the time this plat was approved, which may be amended from time to time.

K:\16537\Client Management\Plats\Stockdick 7\Plat_Stockdick Sec 7.dwg Feb 19,2025 - 5:15pm CKJ

DATE: SEPTEMBER 2024	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1D OF 1			



ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-13190
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337
Cjamnik@quiddity.com

OWNER/DEVELOPER:
Astro Sunterra L.P.
a Delaware Limited Partnership
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702
Sobryant@landtejas.com

FINAL PLAT OF
STOCKDICK ROAD
STREET
DEDICATION AND
RESERVE

DATE: SEPTEMBER 2024
SCALE 1" = 300'
SHEET 1E OF 1

BS

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STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra, L.P., a Delaware Limited Partnership acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 35.04 acre tract described in the above and foregoing map of Stockdick Road Street Dedication and Reserve, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, all of the property subdivided in the above and foregoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, ect., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all driveway and/or walks, although dip-style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Flood Plain Administrator for all development.
5. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the Astro Sunterra, L.P., a Delaware Limited Partnership, has caused these presents to be signed by Brian Stidham, its Authorized Signer, thereunto authorize, this 2 day of October, 2024

Astro Sunterra, L.P.,
a Delaware Limited Partnership

By: Astro Sunterra GP LLC
a Delaware Limited Liability Company,
Its General Partner

By: _____
Brian Stidham
Authroized Signer

STATE OF TEXAS §

COUNTY OF WALLER §

BEFORE ME, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Signer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2 day of October, 2024

_____
Notary Public in and for the State of Texas

Ashley Delgado
Print Name

My commission expires: 12-1-25

ASHLEY DELGADO
Notary Public, State of Texas
Comm. Expires 12-01-2025
Notary ID 130998330

DATE: SEPTEMBER 2022 SCALE NTS SHEET 1F OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-22290 6310 West Loop South, Suite 1504 Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com

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Certificate of Surveyor
This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

A portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

A portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) flood plain as delineated on Waller County Community Panel #480640 dated 02/18/2009 and revised under LOMR 22-06-2777P dated 11/20/2023.

No portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) flood plain as delineated on Waller County Community Panel #480640 dated 02/18/2009 and revised under LOMR 22-06-2777P dated 11/20/2023.

Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Stockdick Road Street Dedication and Reserve in conformance with the laws of the State of Texas and the ordinances of the City of Houston, as shown hereon, and authorized the recording of this plat this 18 day of November, 202_.

By: _____
Lisa M. Clark or M. Sonny Garza
Chair Vice Chairman

By: _____
Vonn Tran
Secretary

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2023-45

APPROVED BY THE BOARD OF SUPERVISORS ON 05.30.24
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

DATE: SEPTEMBER 2022	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com
SCALE NTS			
SHEET 16 OF 1			

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I, J. Ross McCall, County Engineer of Waller County, Certify that the Plat of this subdivision complies with all existing rules and regulations of Waller County.

No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

J. Ross McCall
County Engineer

STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 202_, at _____ o'clock ___M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

Debbie Hollan
Waller County,
Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 202_.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith, P.E., RPLS
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

NOTE: Acceptance of the above plat by the Commissioners Court does not signify Waller County acceptance of the dedicated roads for integration into the County Road System. The developer is required to comply with Sections 5 and 6 of the current Waller County Subdivision and Development Regulations, in this regard.

DATE: SEPTEMBER 2024 SCALE NTS SHEET 1H OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** **Astro Sunterra L.P.** **a Delaware Limited Partnership** 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. > 23290 6330 West Loop South, Suite 150• Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com

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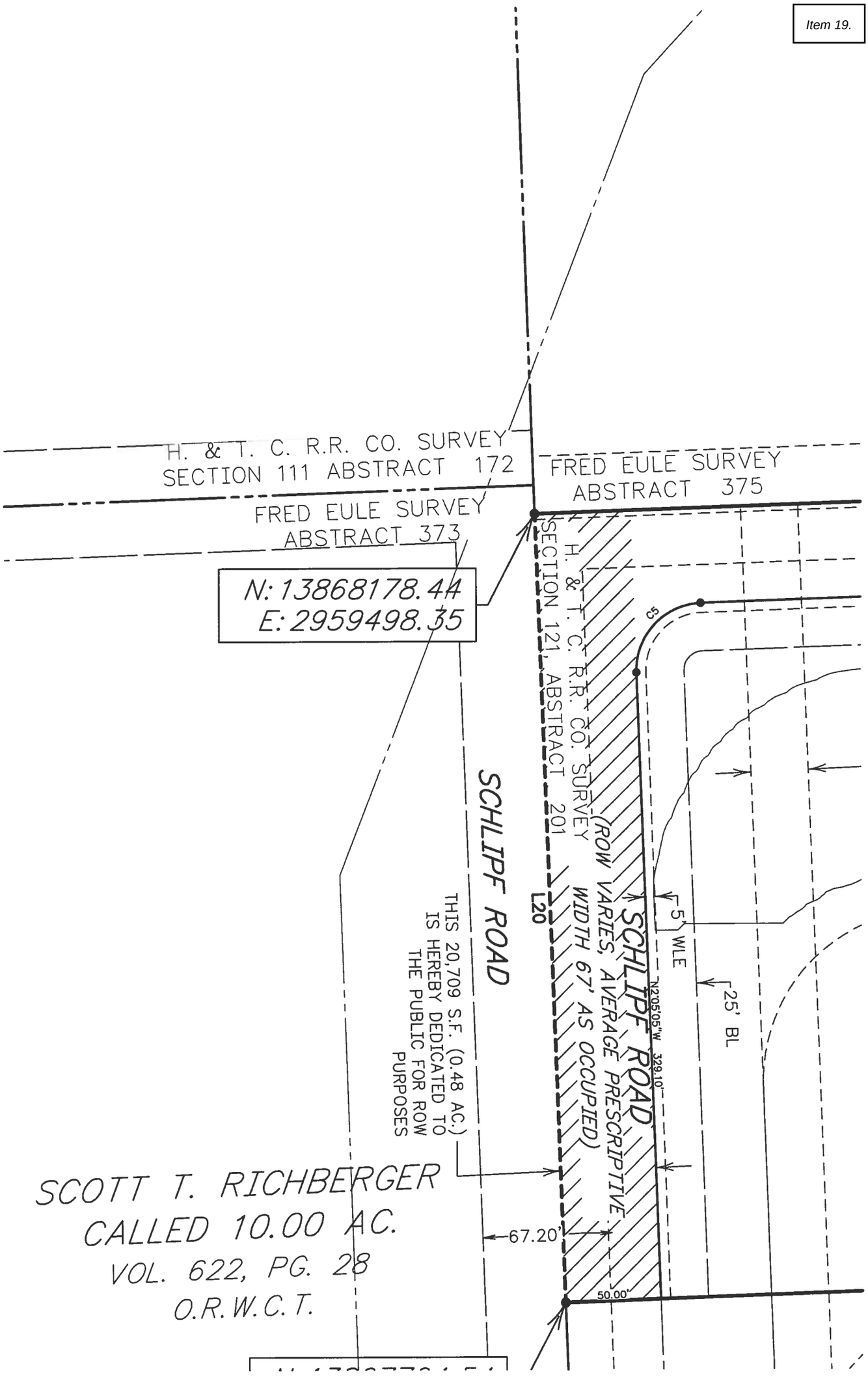

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1I OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. ▸ 23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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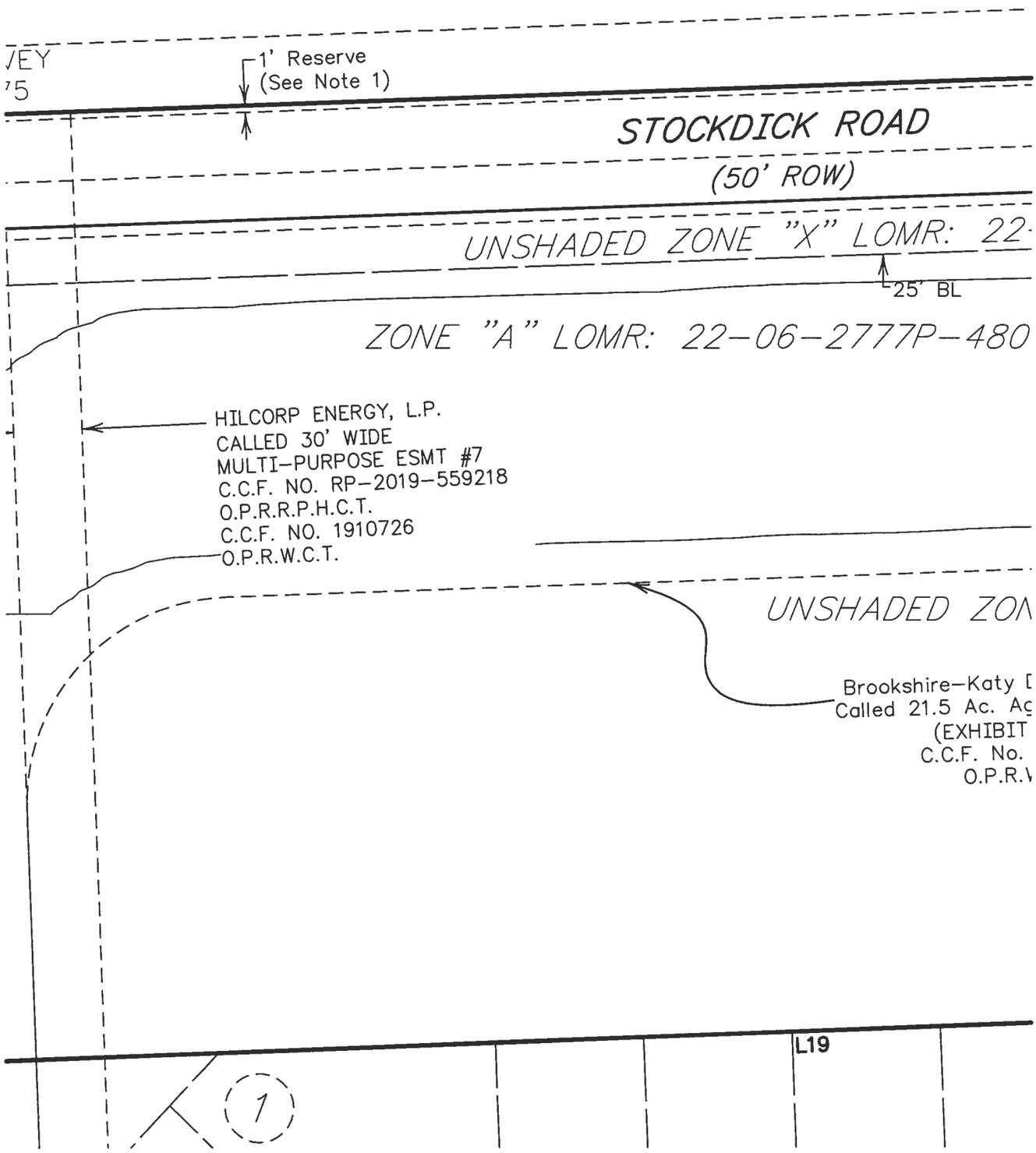

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1J OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com

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)AD

OMR: 22-06-2777P-480640

5' WLE

25' BL

'77P-480640

4DED ZONE "X" LOMR: 22-06-2777P-480640

ookshire-Katy Drainage District
ed 21.5 Ac. Agreement Tract
(EXHIBIT "A-4")
C.C.F. No. 2200987
O.P.R.W.C.T.

[F]

22

21

20

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1K OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-13290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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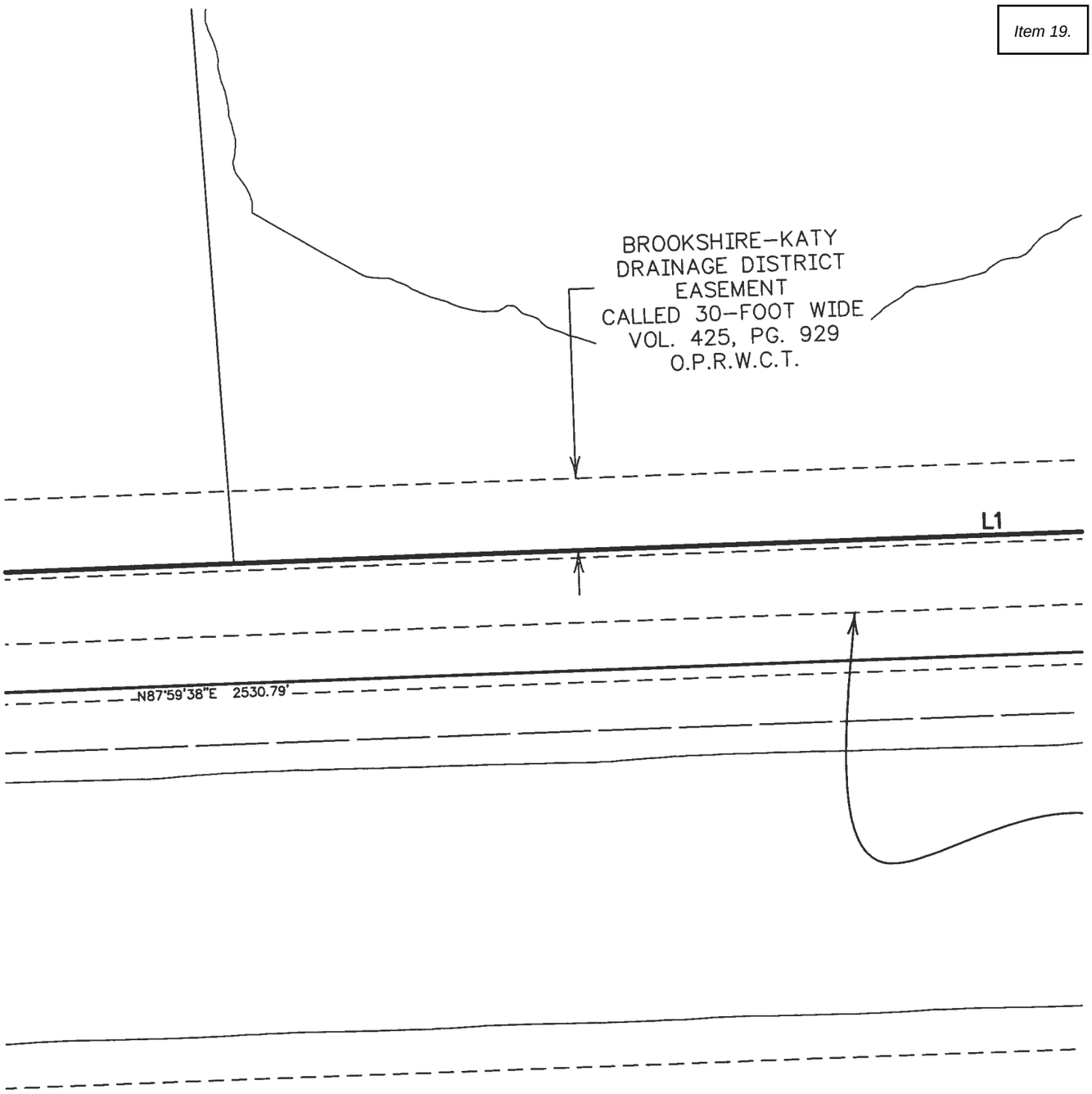

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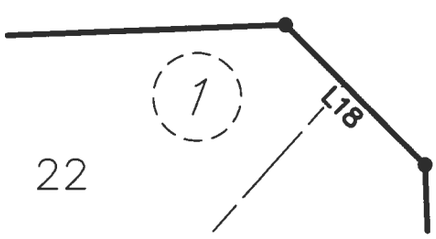

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1L OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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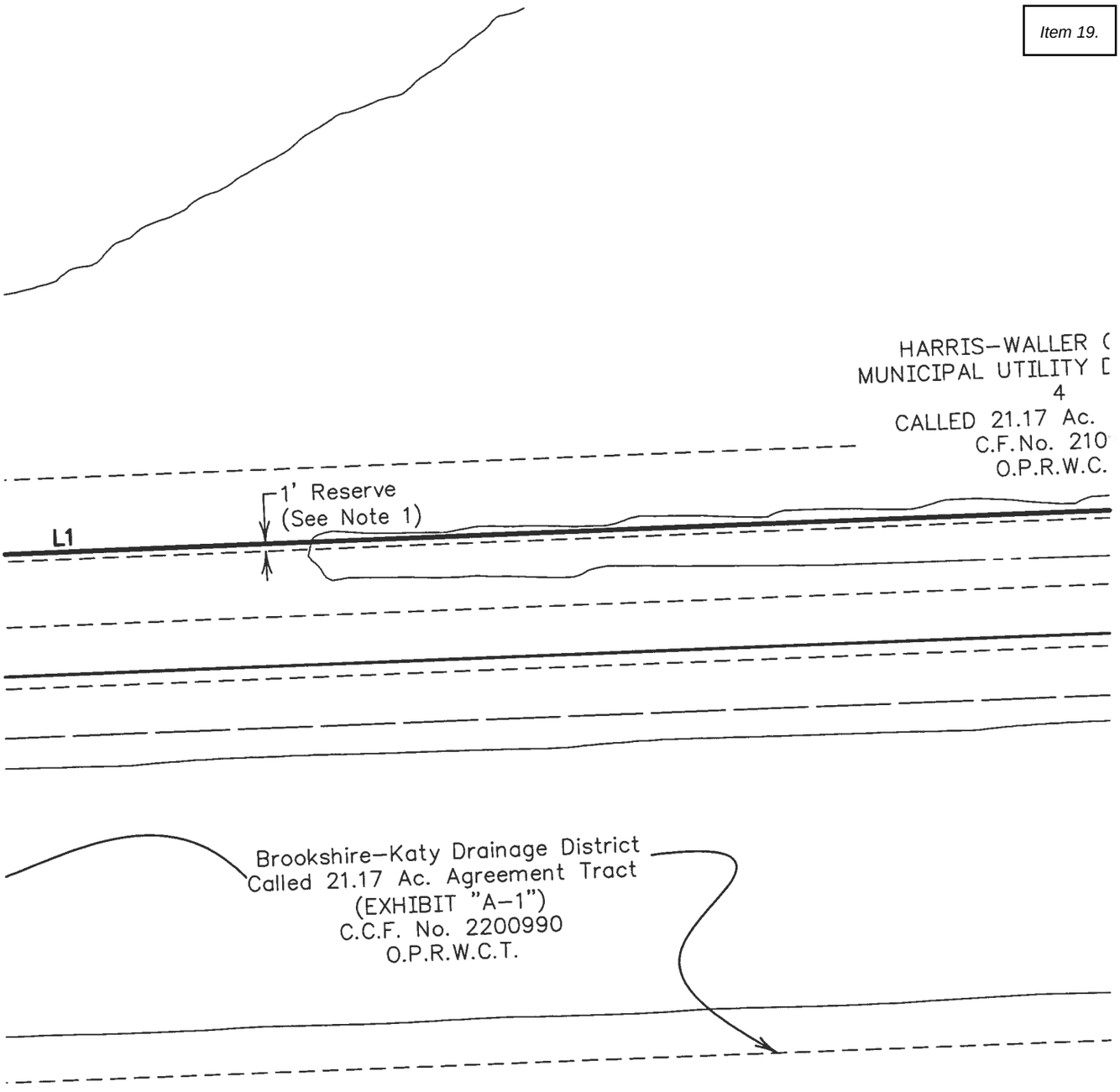

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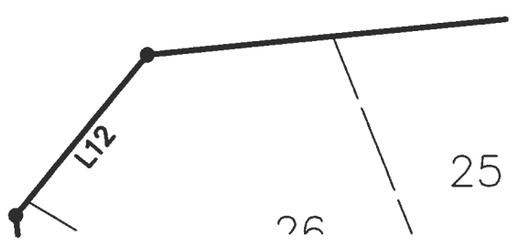

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1M OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg No.) 23290 6330 West Loop South, Suite 150• Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com

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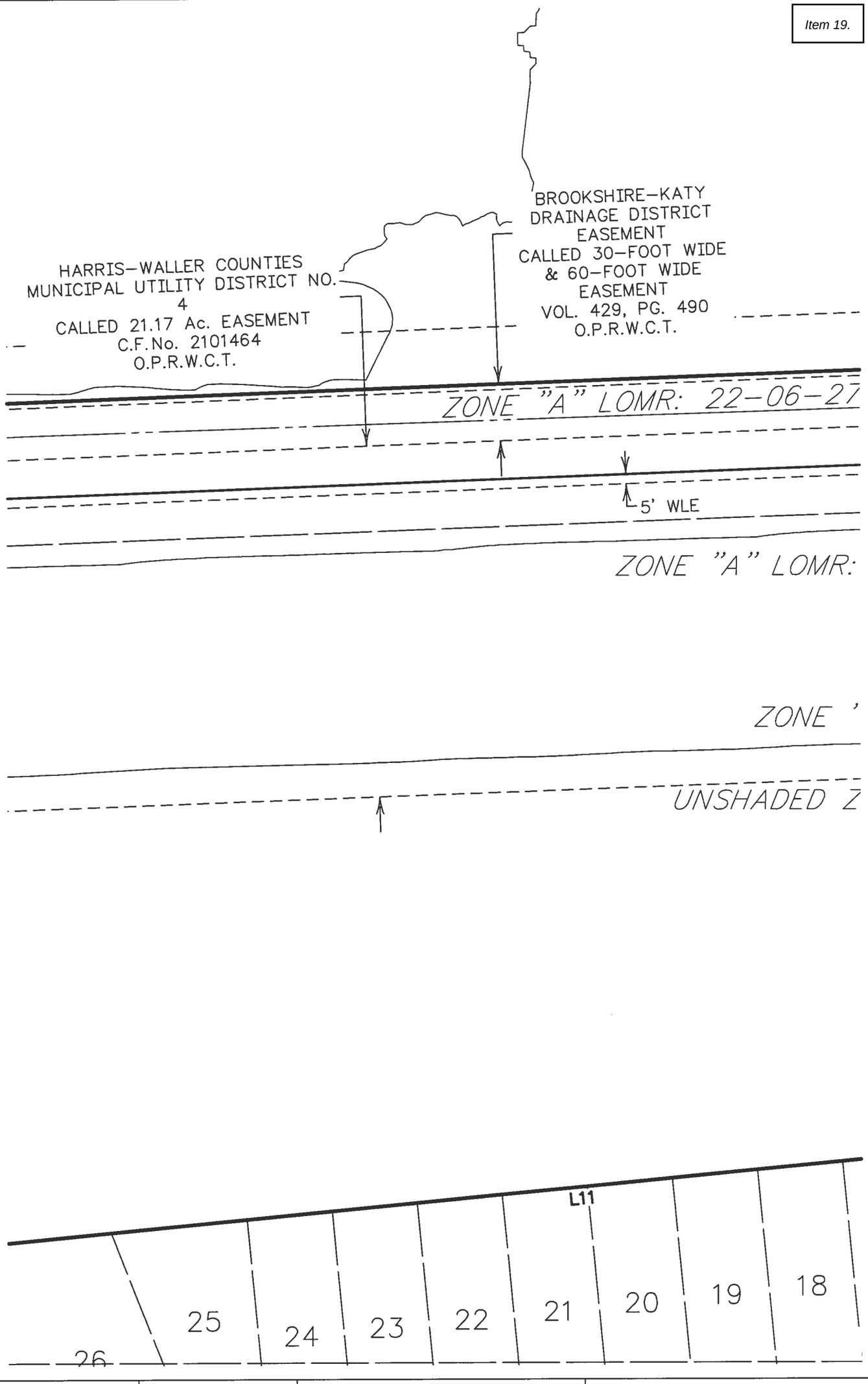

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1N OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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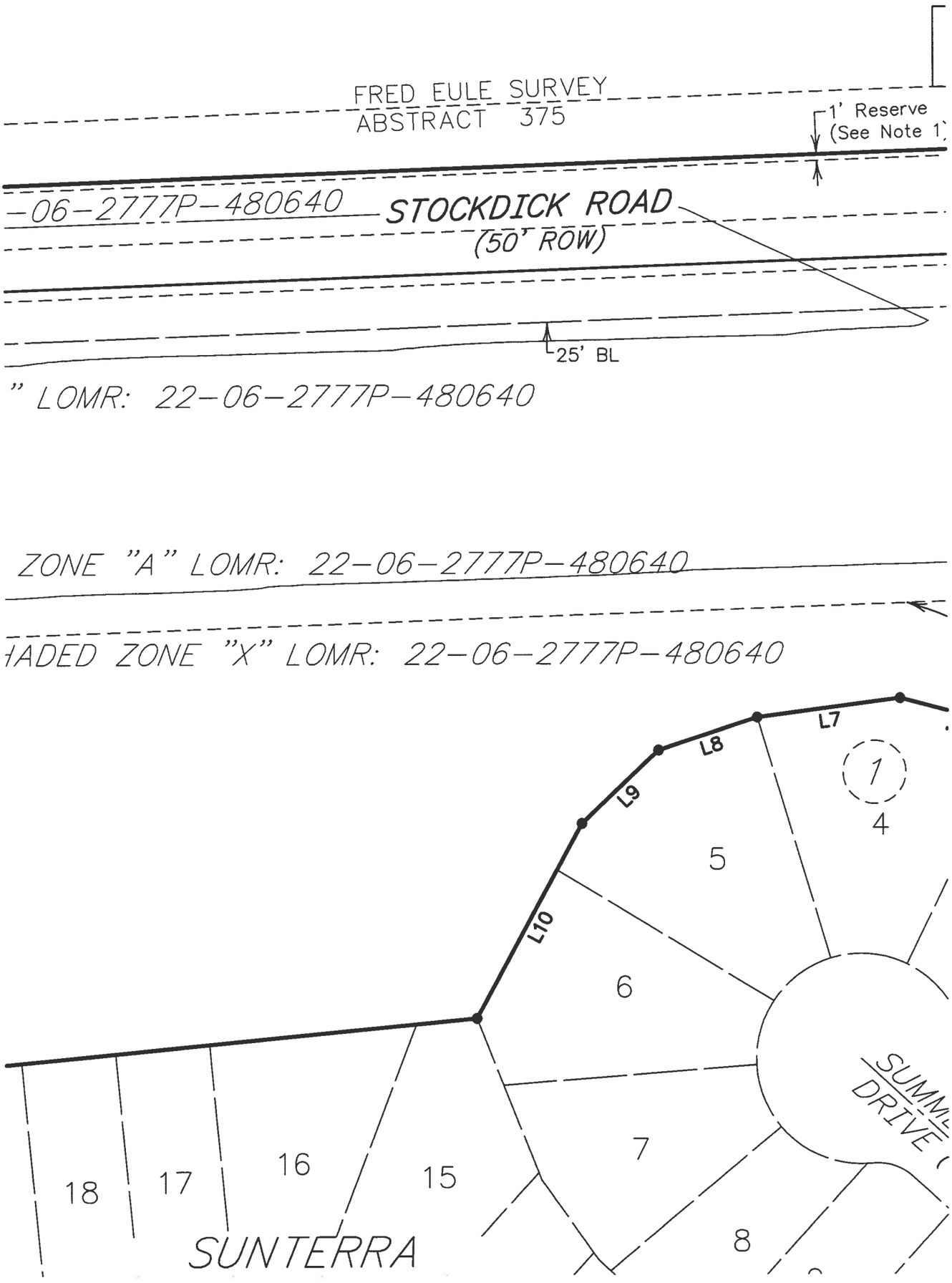

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 10 OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6330 West Loop South, Suite 150• Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com

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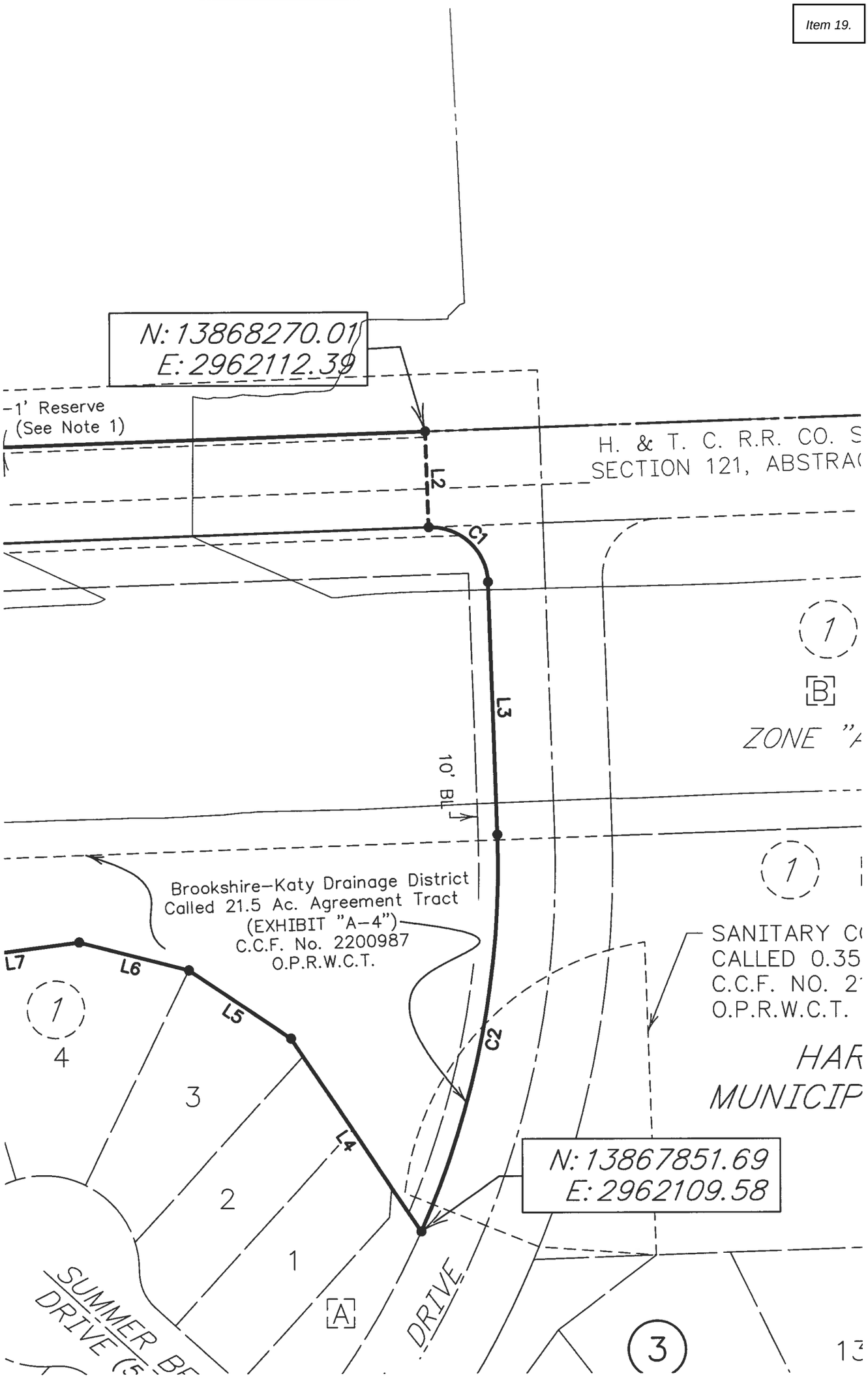

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1P OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6330 West Loop South, Suite 150 • Bellaire, Tx 77401 • 713 777 5337 Cjamnik@quiddity.com

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R.R. CO. SURVEY
1, ABSTRACT 201

STOCKDICK ROAD
(50' ROW)
C.C.F. No. 2215083 ,O.P.R.W.C.T.

1
B

ZONE "A" LOMR: 22-06-2777P-480640

1 A

ANITARY CONTROL EASEMENT
ALLED 0.35 AC.
C.F. NO. 2114374
P.R.W.C.T.

HARRIS-WALLER COUNTIES
'UNICIPAL UTILITY DISTRICT NO. 4
CALLED 2.02 AC.
C.C.F NO 2109906
O.P.R.W.C.T.

69
58

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1Q OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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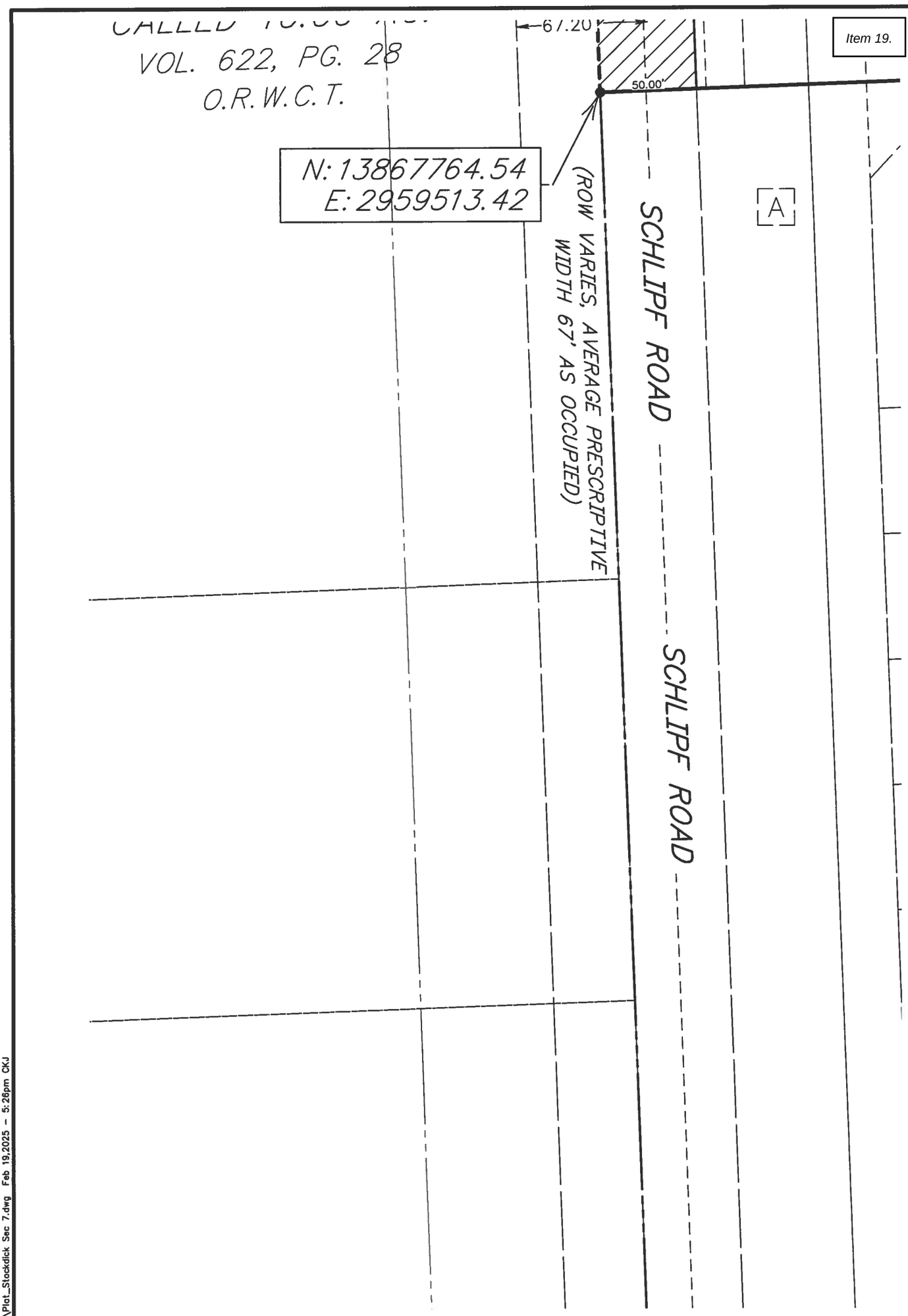

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1R OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23790 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1S OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. • 23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com

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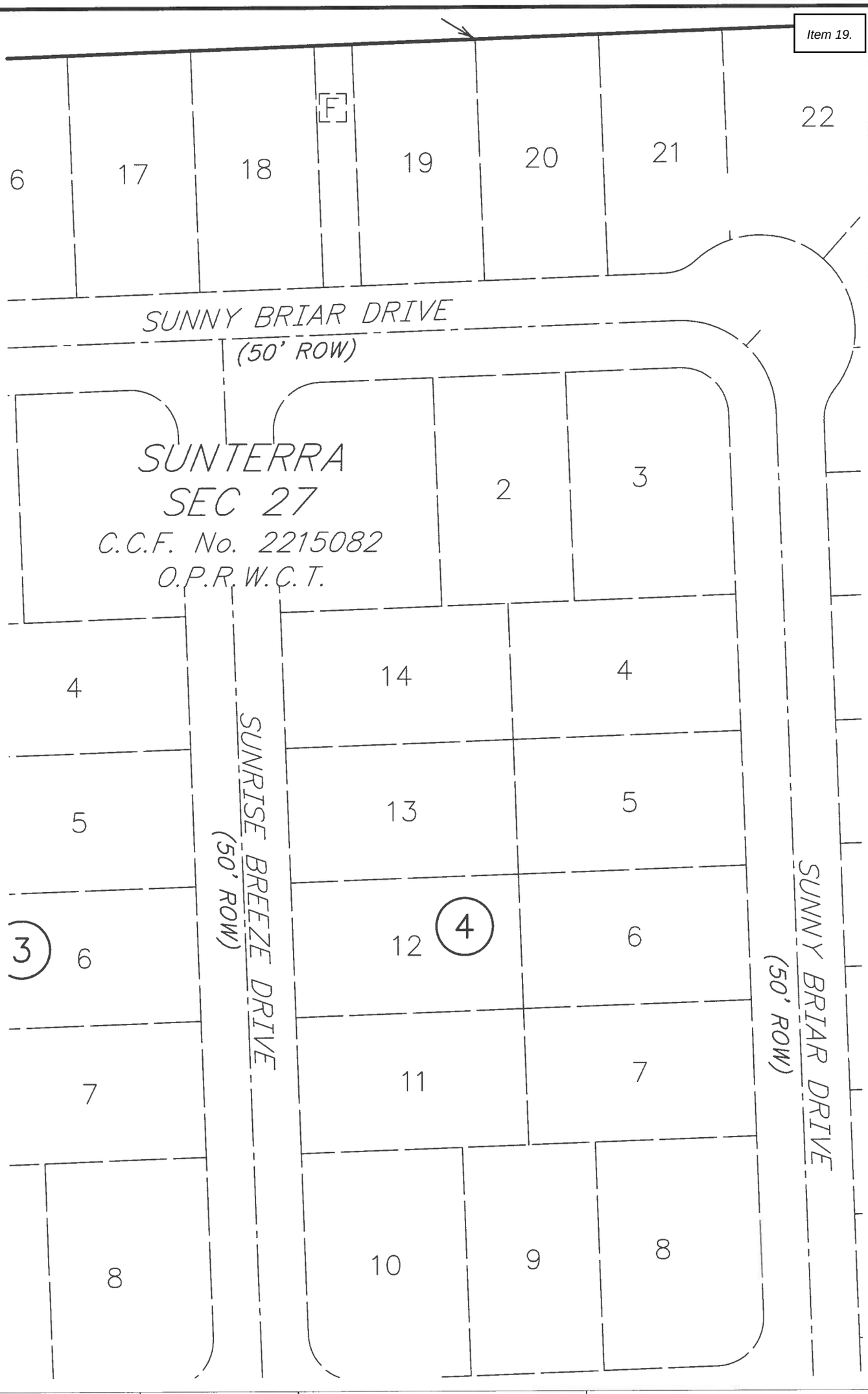

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1T OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. • 23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5117 Cjamnik@quiddity.com

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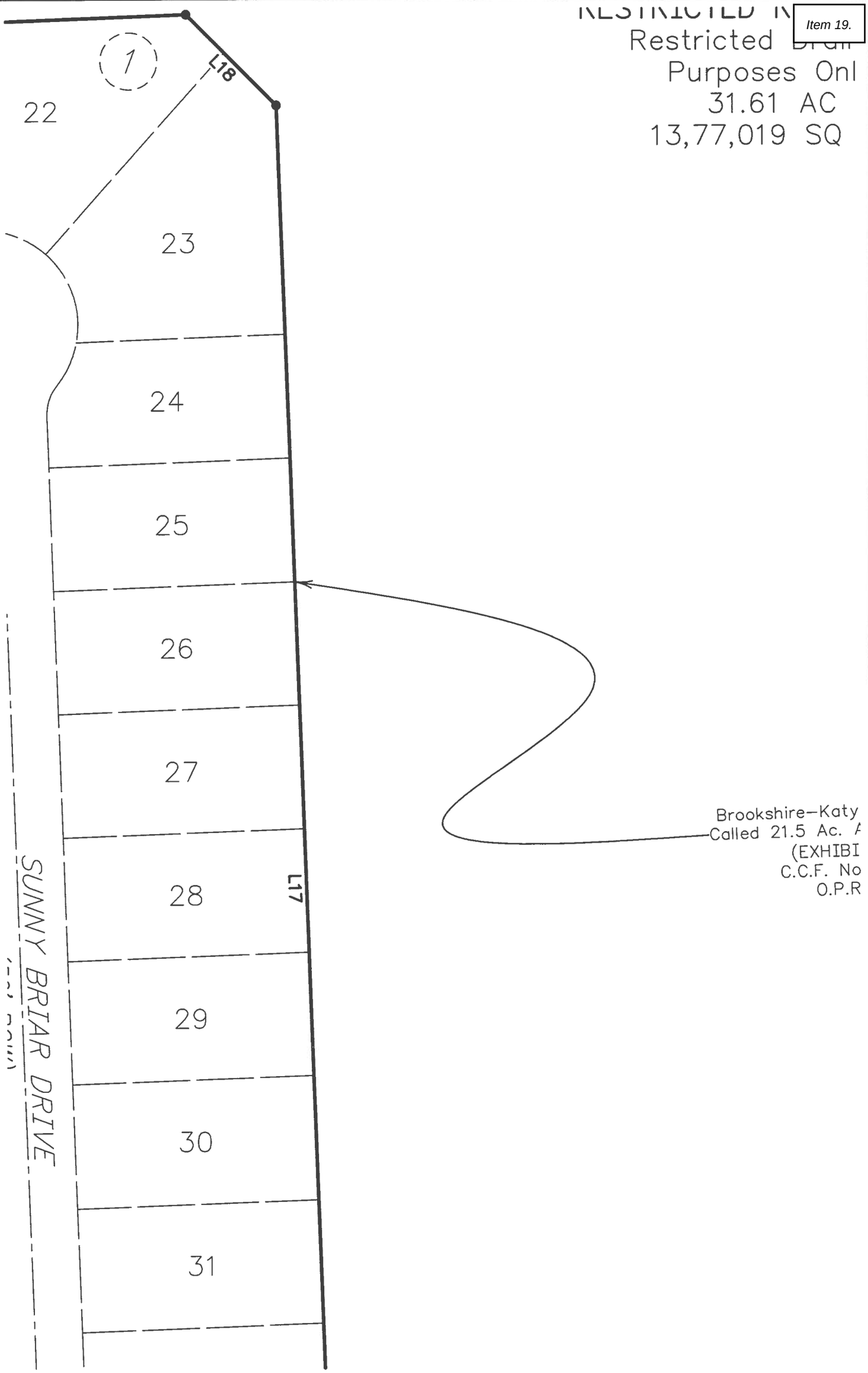

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1U OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg No. 23290 6330 West Loop South, Suite 150• Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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D RESERVE "A"
ed Drainage
oses Only
.61 AC
019 SQ FT

ookshire–Katy Drainage District
ed 21.5 Ac. Agreement Tract
(EXHIBIT "A–4")
C.C.F. No. 2200987
O.P.R.W.C.T.

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1V OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-13290 6180 West Loop South, Suite 250 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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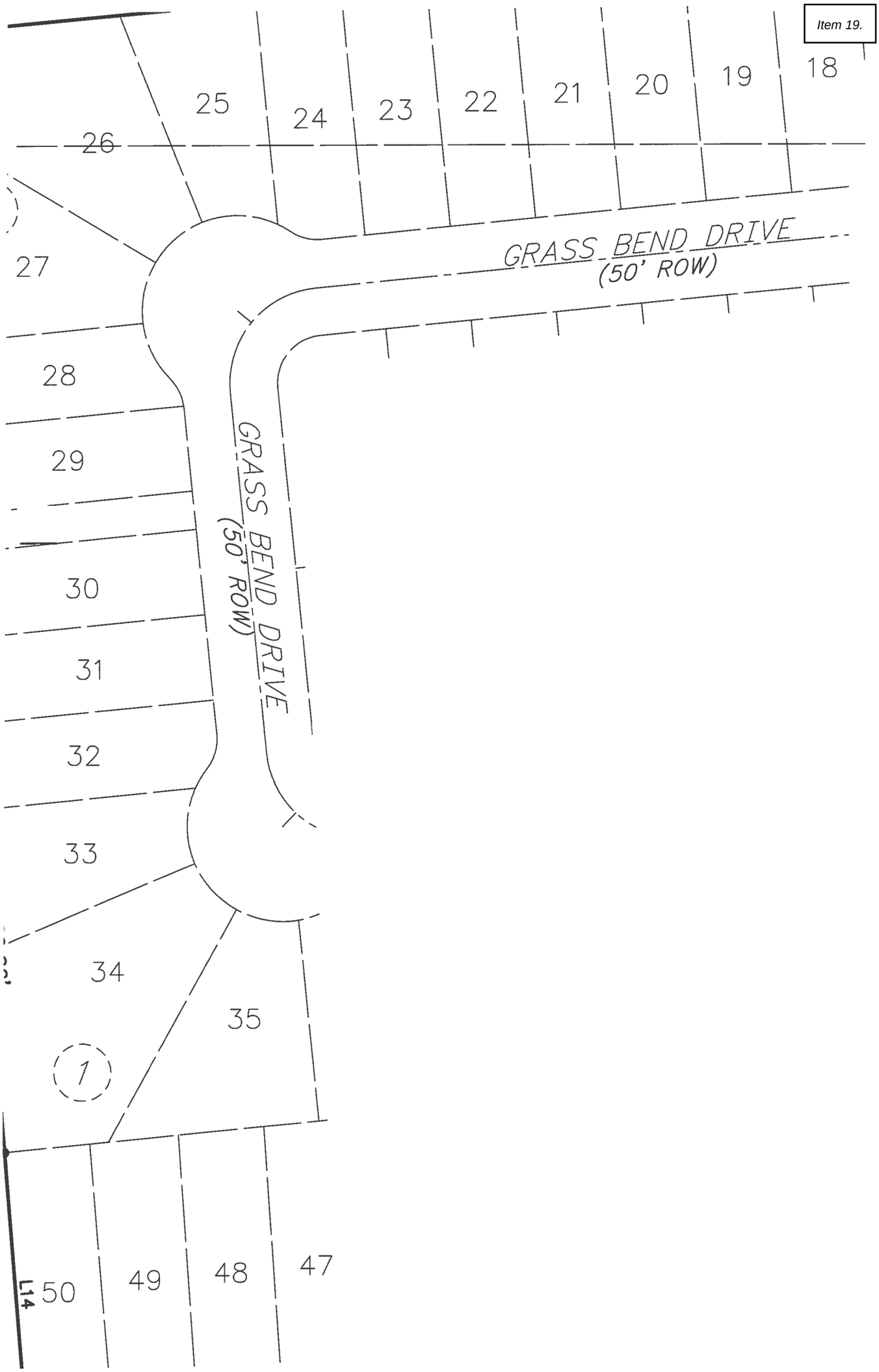

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1W OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. ▪ 23290 6330 West Loop South, Suite 150 ▪ Bellaire, TX 77401 ▪ 713 777 5337 Cjamnik@quiddity.com

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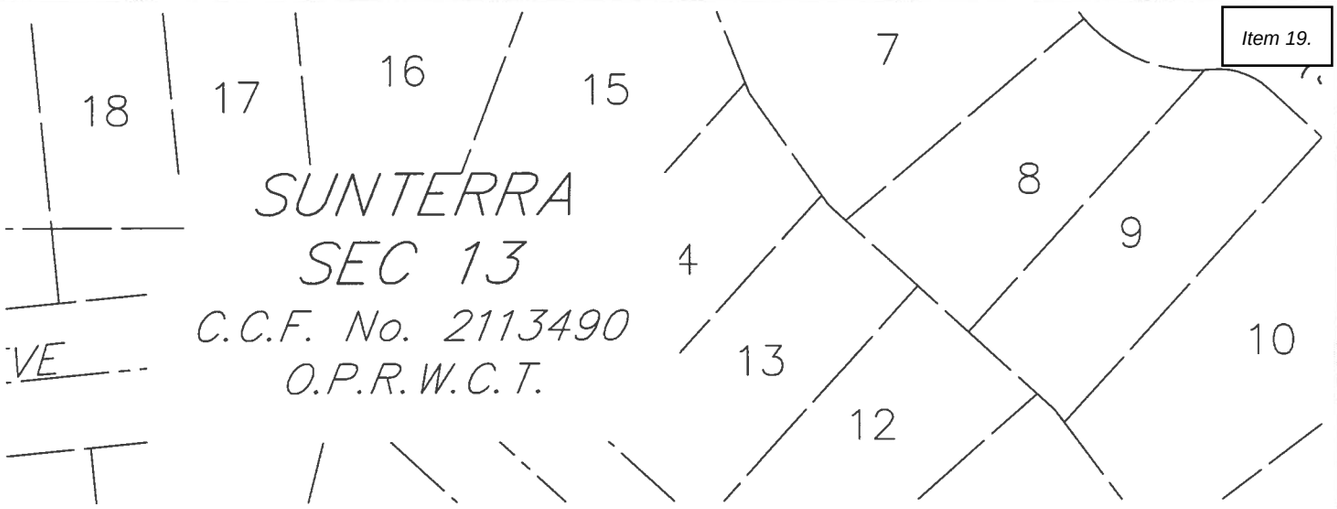

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1X OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. • 23290 6161 West Loop South, Suite 150• Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com

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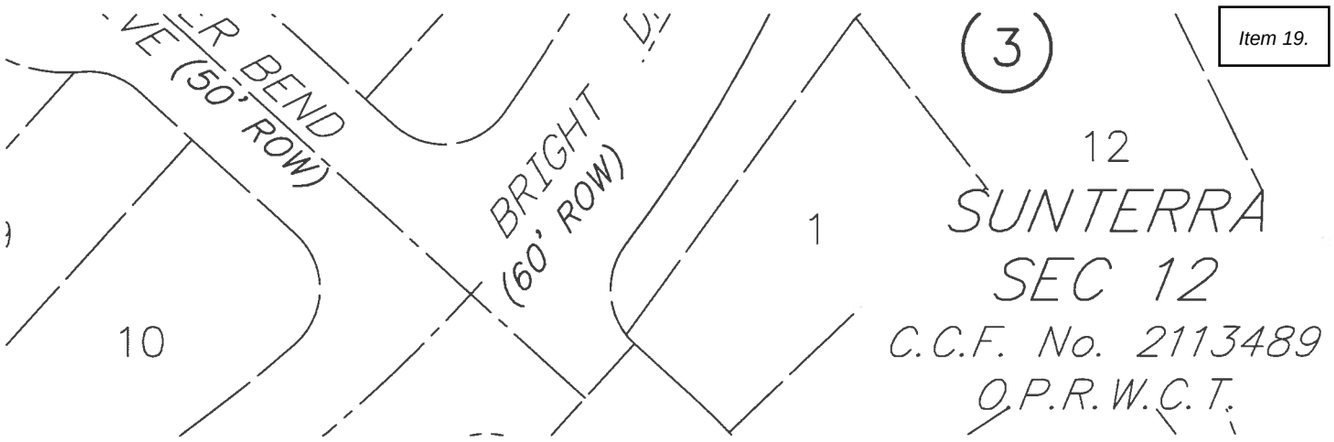

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1Y OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. • 23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@quiddity.com

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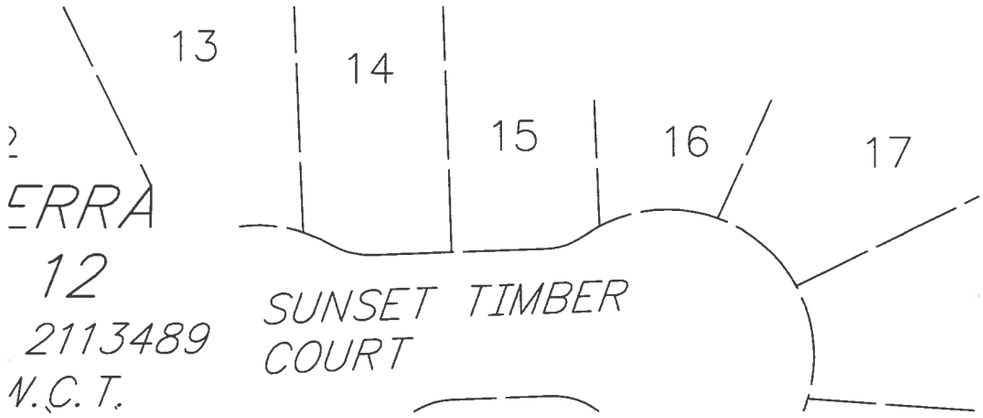

DATE: SEPTEMBER 2024	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. • 23290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com
SCALE : 1"=60'			
SHEET 1Z OF 1			

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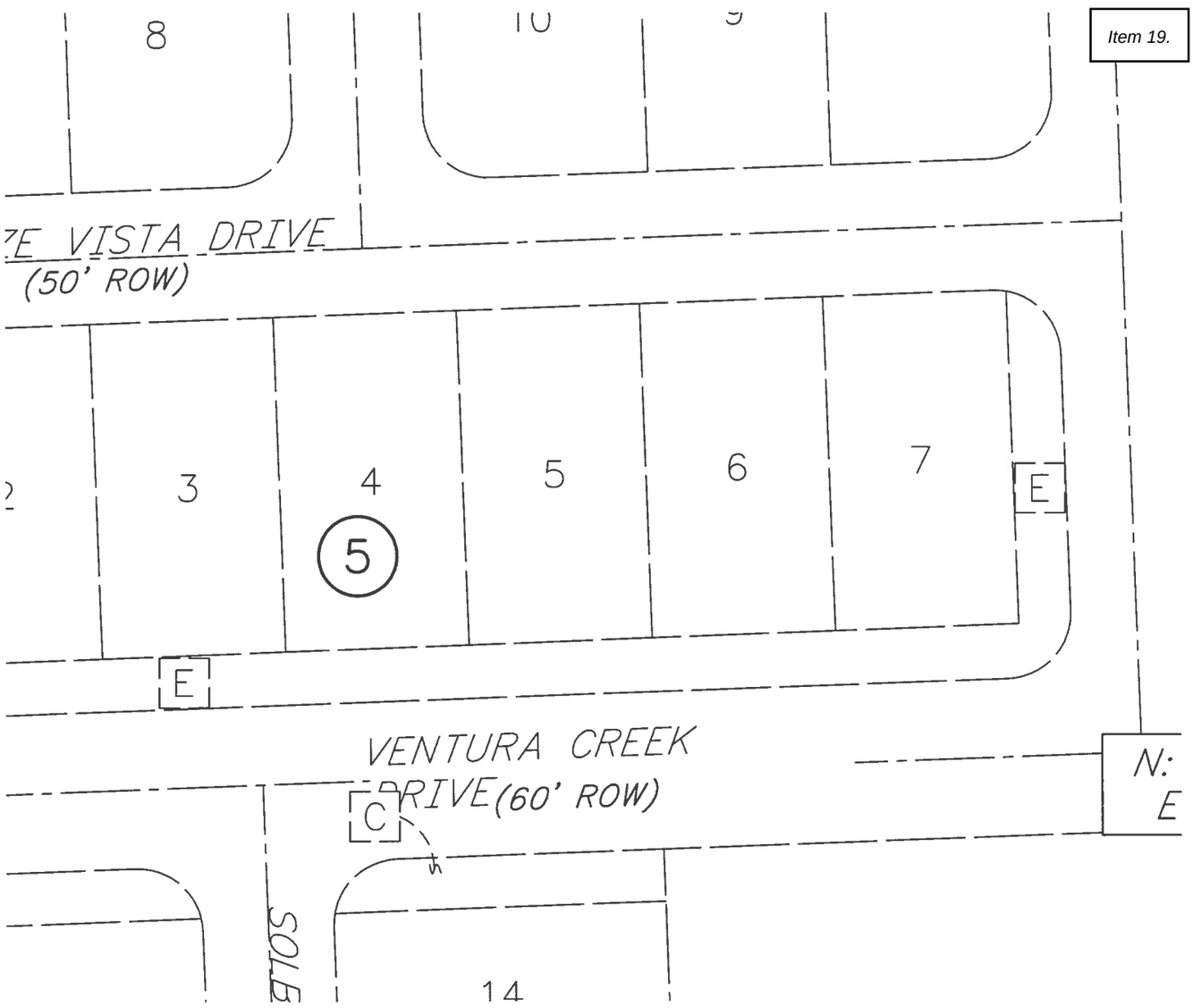

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1AA OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F 13290 6160 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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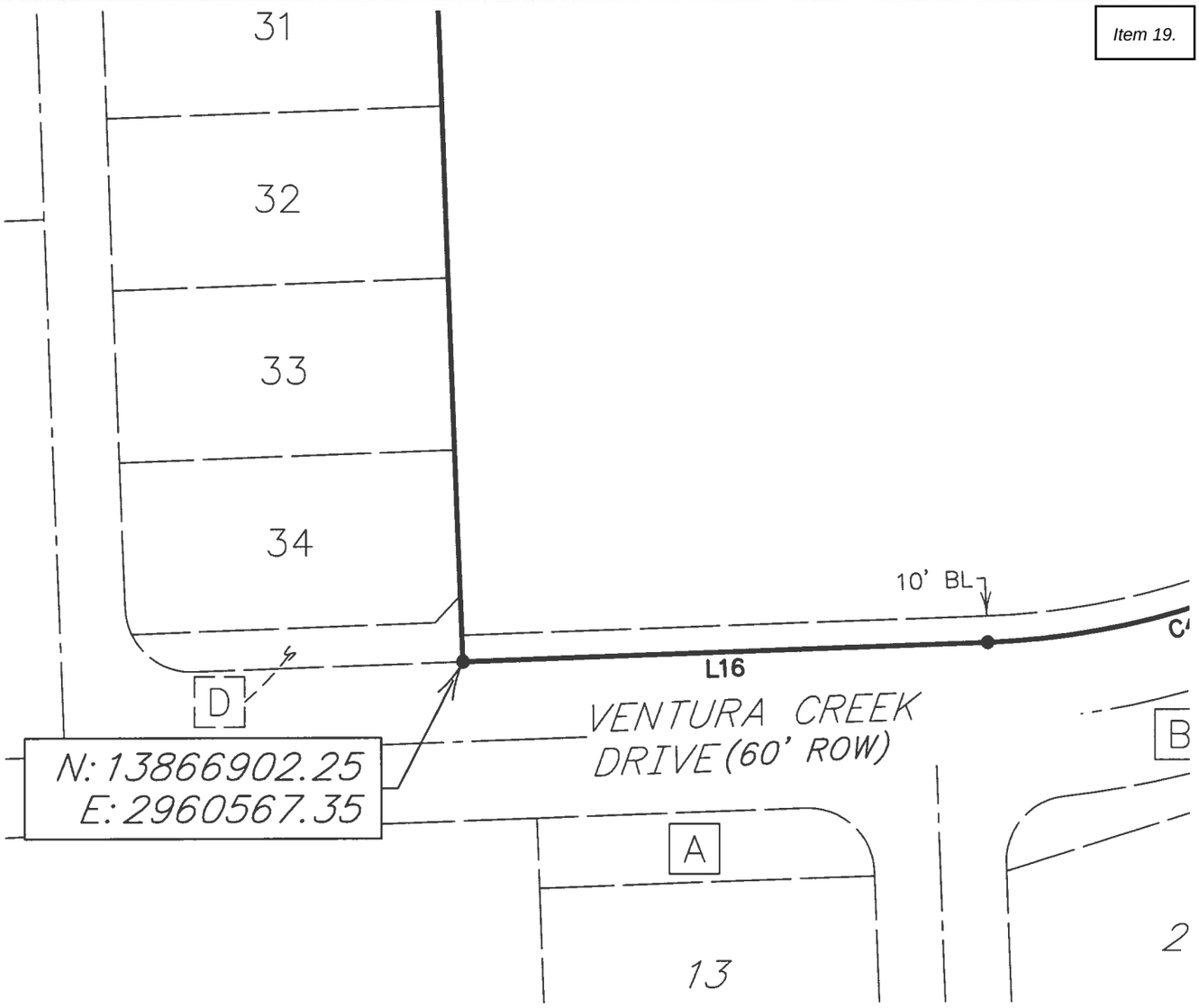

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1BB OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-13290 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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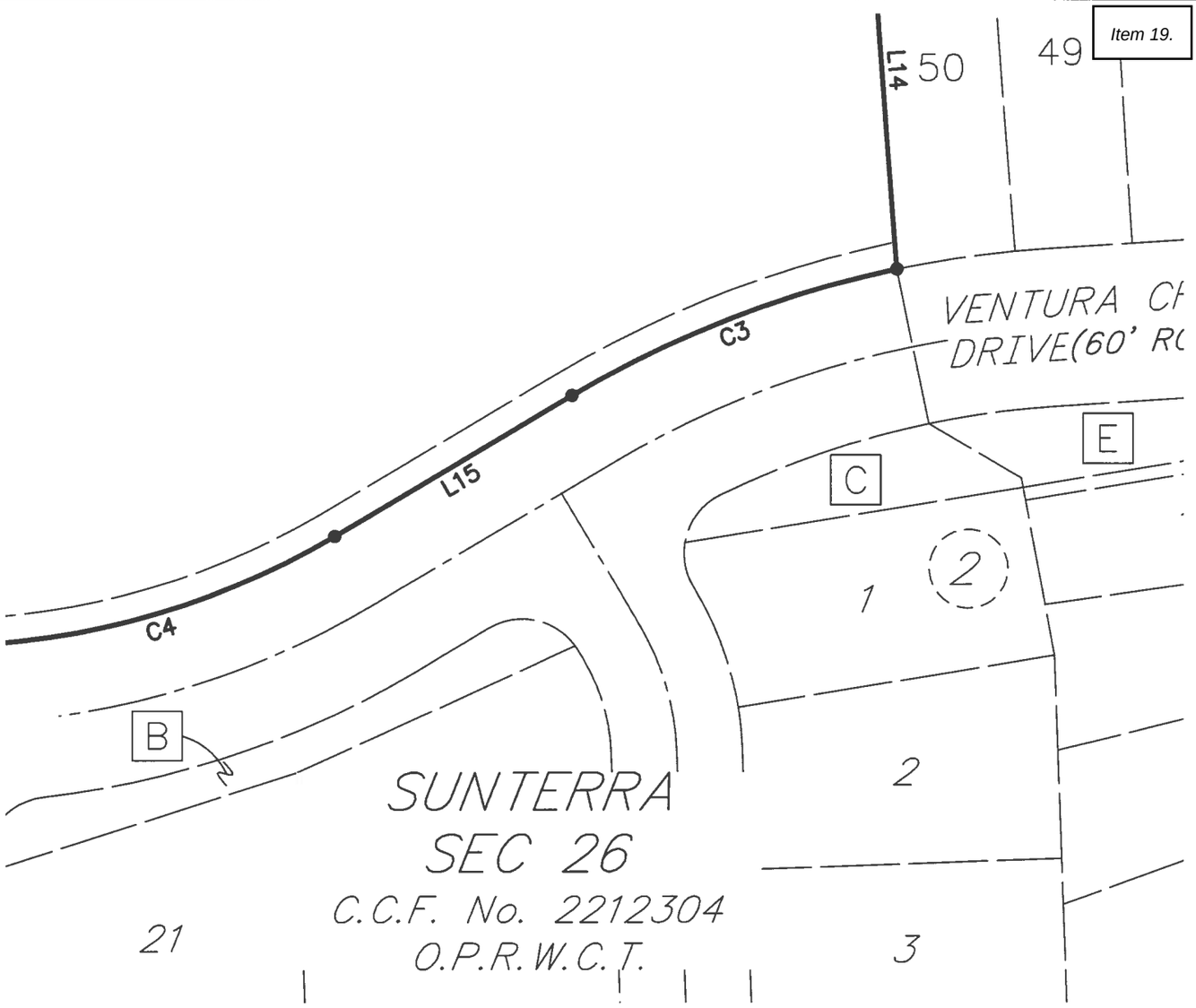

DATE: SEPTEMBER 2024 SCALE : 1"=60' SHEET 1CC OF 1	FINAL PLAT OF STOCKDICK ROAD STREET DEDICATION AND RESERVE	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290 6310 West Loop South, Suite 150 • Bellaire, TX 77401 • 713 777 5337 Cjamnik@quiddity.com

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FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
4087	14848547725	WALLER CO. IT	CONSTABLE PCT 3	05 Aug 2024	CPU TOWERS
4088	14848454413	" "			" "
4085	14846868109	" "			" "
4616	7337614358	" "			" "
5640-A	3KJIVD3	" "			" "
	CN-043CCP-74261-28C-2WVB	" "			DELL MONITOR
	CN-0F532H-74445-94D-AKWM	" "			Dell monitor
	CN-07RIK3-74445-ACC-ASJS	" "			DELL monitor
	CN-ORKRON-L0300	" "			Key board
	CN-0DJ454-71581	" "			Key board
	CN-0G4DZW-MBD0013H	" "			Key board
	215433700 1008	" "			TP-LINK
	2610	" "			weight

SIGNATURE:

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

computer misc.

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
	205CK24154		WC CONSTABLE PCT3		RADIO
	205CHV5466				Radio
	205CK24152				RADIO
	205CLZ29065				RADIO
	205CJV2932				RADIO
	205CJZ5250				RADIO
	205CLZ2969				RADIO
	205CJZ5257				RADIO
	205CJV3002				RADIO
	205CJV2941				RADIO
	5170012297207 70				RADIO
	205CJV2999				RADIO
	205CLZ2959				RADIO

SIGNATURE: 205CJV3008

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

POLICE PORTA

RADIO

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
9901327	C-162				2008 FORD CROWN
9901328	C-158				2010 FORD CROWN
9901329	C-159				2010 FORD CROWN
9901330	C-161				2010 FORD CROWN

SIGNATURE:

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
9233	[illegible]		WC PCT 3 CONSTABLE		SIGNAL BOX
	3440				SPEED BOX
	200-0923-00				RADAR REMOTE
	MS-100				SIREN
	MS-100				SIREN
	PA300				SIREN - BOX
	21133				RADAR ANTENNA
	EB0130188				RADAR X4
	K5526700 2233				RADAR CONSOLE
					BROWN VIC CONSOLE
	J17152				X-10 LIGHT
	J15351				EXTERIOR LIGHT
					4 PACK
					RADIO CHARGER
					JOHNSON RADIO CHARGER

SIGNATURE:

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

POLICE - MISC. SIRENS & LIGHTS EQUIPMENT

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
			WC PCT 3 CONSTABLE	8-5-24	1 BLACK LAPTOP STAND MOUNT
09834	JF4707021164			8.5.24	CPU
1090	1000203000-800019			8.5.24	SWITCH COMMAND
	110022735			8-5-24	ROTATE RED/BLUE CODE3 MX7000
	SG451A3943			8.5.24	HP D300X
				8.5.24	LIND Auto Adpt. MT1963-1002 FD
				8.5.24	MOBILE VISION BOX METALBOX
				8.5.24	BLACK LightBar Housing
				8.5.24	WHELEN ALUM Housing
9308B	9071			8-5-24	WHELEN LightBAR
				8.5.21	2 4FT NINAS's

SIGNATURE:

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

STORAGE - POLICE PATROL EQUIPMENT

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
			WC PCT3 CONSTABLE	8.5.24	GRY METAL PAPER HOLDERS
				8.5.24	BLACK PAPER METAL HOLDERS
				8.5.24	METAL BOX
				8.5.24	GRY METAL PAPER HOLDER
				8.5.24	CHAIRS X 5 BLACK
					3 DRAWER FILE CABINET - METAL

SIGNATURE:

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

OFFICE SUPPLY

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
BW3101568FQV 006R01509	95205615O9		WC PCT3 CONSTABLE	8/5/24	Xerox (BLACK) Cartridge Toner
BQ248055GRBE	006R01511			8/5/24	Xerox cartridge Toner
CW4A0729				8/5/24	waste Toner
006R01512 BT4183364TDX	95205615I2			8/5/24	Xerox Cartridge Toner
BT0604794FCC	006R01512			8/5/24	Xerox cartridge Toner
008R13061	008R13061			8/5/24	Xerox Cartridge Toner
006R01511	95205615II			8/5/24	Xerox cartridge Toner
006R01510 1	95205615I0			8/5/24	Xerox Cartridge Toner
006R01510-2	9520561510			8/5/24	Xerox Cartridge Toner
47073	008R13061/ 108R00865			8/5/24	waste Toner

SIGNATURE:

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

EXTRA OID
OFFICE SUPPLIES

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
9NXJOR3	CN-0V623N FCC0029RDA3X-A01		WC PCT 3 CONSTABLE	8/5/24	Dell Monitor
DB25WQ3	CN 0V623N FCC0028D APTX-A01			8/5/24	Dell Monitor
KB216P	CN-06WMNO73826-74J-03DX-A02			8/5/24	Keyboard
P2314Ht	CN-CN-07R1K3-74445-4CC-A525			8/5/24	Monitor
4516				8/5/24	Paper Shred machine
4732	CN-00EC101681-35T-0000228671			8/5/24	copy machine Xerox
4267				8/5/24	File Cabinets
51644C	886980559908			8/5/24	hp ink 44 cartridge
10531210	F23-5705-000			8/5/24	canon staple
HP51606A	88698-00308			8/5/24	HP Inkjet Print Cartridge
CX752501				8/5/24	Drum unit xerox cartridge Toner
CWAA0729				8/5/24	xerox cartridge Toner
BWZ067743RVQ	006R01509			8/5/24	xerox cartridge Toner

SIGNATURE:

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

COMPUTER OFFICE SUPPLIES

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
	1WDFW15152CY		WC PCT 3 CONSTABLE		MITEL OFFICE PHONE
	1WDFW15158VX				MITEL OFFICE PHONE
	1826413T-1297F				T.I. 5045SV ADDING MACHINE
	P23-DHV				CANNON ADDING MACHINE
	8869800427				HP CARTR. TRICOLOR PRINTER
	6496C06				TEEN SEATBELT X2 DVD
	88698-0312				BC-01 BLACK CARTRIDGE
	ECH-5				HP 51606Y YELLOW INK CARTR.
					WILCO PHOTO LAMP 125V-300W
					ALTRONIX BOX PC CCTV POWER SUPPLY

SIGNATURE:

SIGNATURE:

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

OFFICE MISC

Racial Profiling Report | Full

Agency Name: WALLER CO. CONST. PCT. 2
Reporting Date: 02/18/2025
TCOLE Agency Number: 473102

Chief Administrator: JACK L. KING

Agency Contact Information:
Phone: (936) 931-1914
Email: g.noel@wallercounty.us; Jack.King@wallercounty.us

Mailing Address:
27388 FIELD STORE RD.
WALLER, TX 77484

This Agency filed a full report

WALLER CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the WALLER CO. CONST. PCT. 2 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the WALLER CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the WALLER CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the WALLER CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the WALLER CO. CONST. PCT. 2 policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WALLER CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: GARREL NOEL
Constable

Date: 02/18/2025

Total stops: 86

Street address or approximate location of the stop	
City street	0
US highway	47
County road	0
State highway	39
Private property or other	0
Was race or ethnicity known prior to stop?	
Yes	86
No	0
Race / Ethnicity	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	58
Hispanic / Latino	20
Gender	
Female	40
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	32
Hispanic / Latino	4
Male	46
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	25
Hispanic / Latino	17
Reason for stop?	
Violation of law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	**86**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	58
Hispanic / Latino	20
Vehicle traffic violation	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was a search conducted?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	**86**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	58
Hispanic / Latino	20

Reason for Search?

Consent	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Contraband	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Inventory	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**0**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	**0**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband	
Drugs	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop	
Verbal warning	**50**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	29
Hispanic / Latino	15
Written warning	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Citation	**35**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	27
Hispanic / Latino	6
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**86**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	58
Hispanic / Latino	20

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

PROCLAMATION

AMERICAN RED CROSS MONTH, 2025

WHEREAS, During American Red Cross Month in March, we recognize the compassionate acts of people in Waller County and by renewing our commitment to lend a helping hand to our neighbors in need.

WHEREAS, Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through Waller County remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies.

WHEREAS, These ordinary individuals voluntary and generous contributions shine a beacon of hope in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crises.

WHEREAS, This work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

THEREFORE, BE IT RESOLVED that the Waller County Commissioner Court formally designates March 2025 as Red Cross Month and encourage all citizens of Waller County to reach out and support its humanitarian mission.

SIGNED THIS 19th DAY OF MARCH, 2025

_____

Carbett "Trey" J. Duhon III, County Judge

_____

John A. Amsler, Commissioner, Precinct 1

_____

Walter E. Smith, Commissioner, Precinct 2

_____

Kendric D. Jones, Commissioner, Precinct 3

_____

Justin Beckendorff, Commissioner, Precinct 4

Contract ID # 250319-XX

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS, ALEGACY DEVELOPMENT, LP, AND PEERLESS PUMP COMPANY

This Tax Abatement Agreement ("Agreement") is entered into by and between the County of Waller, Texas ("COUNTY"), duly acting herein by and through the County Judge, Alegacy Development, LP, a Texas limited partnership company with its principal place of business at 1300 Alegacy Place Waller, Texas 77484 ("ALEGACY"), and Sterling Fluid Systems (USA) Inc., DBA Peerless Pump Company, a Delaware corporation with its principal place of business at 2005 Dr. Martin Luther King Jr St. Indianapolis, Indiana 46202 ("PEERLESS"); (ALEGACY and PEERLESS are referred to collectively as "OWNERS"). ALEGACY and PEERLESS are the owner and lessee, respectively, of the taxable real and personal property located within Waller County, Texas, and within Reinvestment Zone Number 20-01 of the City of Waller, Texas, which was established February 6, 2025.

RECITALS:

WHEREAS, on 6th day of February, 2025 the City of Waller passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("ORDER"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted Tax Abatement Policy Guidelines & Criteria ("POLICY") governing Tax Abatement Agreements and Reinvestment Zones; and

WHEREAS, the POLICY constitutes appropriate guidelines and criteria governing Tax Abatement Agreements to be entered into by the County; and

WHEREAS, the County has adopted a resolution stating that it elects to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of County, to otherwise further the goals of the POLICY previously adopted by County, and for the long-term benefit of the County;

NOW THEREFORE, the parties hereto do mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The property that is the subject of this Agreement shall be referred to as the "Building" and the "Premises", as applicable, and the Building and the Premises are described in Exhibit "A," which is attached hereto and incorporated herein.

2. ALEGACY shall make or cause to be made real property improvements (the "Real Property Improvements") at the Premises, and the Real Property Improvements shall be of the kind, number, and location specifically described in Exhibit "B," which is attached hereto and incorporated herein. In addition, PEERLESS shall install personal property and equipment as shown in Exhibit "B" (the "Personal Property Improvements" and, together with the Real Property Improvements, the "Improvements"). Exhibit "B" also describes Personal Property Improvements that PEERLESS will install or maintain at the Premises with a taxable value, as determined in the first year of service, as described on Exhibit "B" attached hereto for purposes of allowing PEERLESS to operate the Premises as required in Section 3.

   a. ALEGACY shall ensure the that the Real Property Improvements and PEERLESS will ensure the Personal Property Improvements are diligently and faithfully

undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

b. OWNERS shall have additional reasonable time to complete their respective Improvements in the event of "force majeure," if OWNERS are diligently and faithfully pursuing completion of the Improvements. "Force majeure" shall mean any contingency or cause beyond the reasonable control of OWNERS including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

3. PEERLESS shall, by the end of YEAR 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, continuously operate and maintain the Premises as an engineered fire pump production facility. If PEERLESS's operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.

4. OWNERS acknowledge that they are each responsible for filing Forms 50-116, 50-141, 50-142, and/or any other reasonably required documentation, as applicable, to verify personal property values and continued compliance for the abatement granted, with the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual application. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement. ALEGACY and PEERLESS shall reasonably cooperate with each other in connection with such documentation and reports.

5. OWNERS shall, in writing in a form reasonably acceptable to both OWNERS and the County and, until the expiration or termination of this Agreement, annually certify compliance with their respective portions of this Agreement, including PEERLESS certifying to the satisfaction of the Employment requirements set forth in Section 6. ALEGACY and PEERLESS shall reasonably cooperate with each other in connection with such annual certification.

6. EMPLOYEES: For the duration of this Agreement, PEERLESS shall employ an agreed number of persons as set forth below.

   a. By the end of YEAR 1 of the Abatement Period, and continuing through December 31 of the final year of the Abatement Period, PEERLESS must employ at least thirty-four (34) new Employees (as defined herein) at or based from the Premises. The parties agree and understand that the number of Employees within a certain job class may increase or decrease and that PEERLESS will comply with the Employee requirements so long as at least thirty-four (34) new Employees are employed during the term of this agreement, as described herein, regardless of the number of new Employees in each position. For purposes of calculating the number of new Employees under this Section 6(a), the County shall use the number Employees employed by PEERLESS at or based from the Premises by the end of YEAR 1 of the Abatement Period.

   b. An Employee is a person who (i) is an employee or contract employee of PEERLESS and paid directly, or in the case of a contract employee, paid directly or indirectly, by PEERLESS, and (ii) regularly works at least 40 hours a week at or

based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.

c. Where there are qualified applicants living in Waller County, PEERLESS shall make a good faith effort to employ such persons living in Waller County, Texas for its new employees. PEERLESS may contact the County to assist in obtaining applicable training grants, if available, to ensure that citizens of Waller County are given every opportunity for employment.

d. PEERLESS, upon a five (5) business day prior request by the County, shall validate compliance with the terms of this Section 6 by allowing the County to review PEERLESS'S records and documents on location at the Premises, or such other reasonable location agreed to by the parties, that are directly related to PEERLESS'S obligations with regards to the Employees for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 5. Such review must be done during normal business hours, no more than once per calendar year, provided that PEERLESS is found to be in compliance with the Employee requirements. If PEERLESS is not in compliance with the Employee requirements, PEERLESS shall continue to provide access to its records and documents as provided by this Section 6(d) until compliance is established. The County shall not be permitted to photocopy any documentation provided to verify compliance with the Employee requirements. PEERLESS may withhold any information it reasonably deems to be sensitive (subject to the requirements of any applicable statute). In the event that the County is unable to determine compliance because access to information is denied, or information is

withheld hereunder, then County may terminate this Agreement upon written notice to OWNERS. The County agrees it will make best efforts not to interrupt PEERLESS'S business with such reviews, and PEERLESS shall not be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) of specific Employees.

7. It is understood, and agreed among the parties, that beginning YEAR 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Building and any and all Improvements shall be appraised at market value effective January 1 of each tax year, including the value of any partially completed Improvements.

8. INVENTORY: By the end of YEAR 2 of the Abatement Period, and continuing for each subsequent YEAR of the Abatement Period, PEERLESS shall maintain a minimum $1,000,000 rendered taxable inventory value at the Premises. PEERLESS agrees to render its personal property at the Premises for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. PEERLESS shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of PEERLESS'S tax documents to the County for the purpose of verifying rendered inventory values.

9. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes only for the Improvements and the Building, which would otherwise be owed to the

County, shall be abated for a period of years, commencing January 1, 2026 and terminating December 31, 2030 ("Abatement Period").

a. Said Abatement Period shall be extended to ALEGACY only for the Real Property Improvements and the Building, in an amount equal to the percentages listed below:

YEAR 1 (2026) – 100%
YEAR 2 (2027) – 100%
YEAR 3 (2028) – 75%
YEAR 4 (2029) – 75%
YEAR 5 (2030) – 75%

b. The abatement percentages in Section 9(a) shall be applied only to the taxes assessed for each year during the Abatement Period on the value of the Improvements and the Building.

c. OWNERS shall have the right, jointly or severally, to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect OWNERS' right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

d. If the certified appraised value of the Real Property Improvements is reduced, regardless of the initial appraised value, as the result of either OWNERS' protest, the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded to the nearest whole number. For example, if the protest of the certified appraised value is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the Improvements

would be decreased by the same percentage, rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

10. OWNERS shall be in default if any of the following occurs:

a. The Real Property Improvements, and Personal Property Improvements, are not completed or installed in accordance with Exhibit "B" by the end of YEAR 1 of the Abatement Period, except where force majeure is provided under Section 2(b);

b. PEERLESS fails to employ the number of Employees in accordance with (and during the period set forth in) Section 6 of this Agreement for any consecutive 90-day period during any YEAR of the Abatement Period, which would reduce the abatement by the same percentage as noted in Section 12;

c. With respect to the Abatement Period, PEERLESS fails to timely file annual renditions for the Personal Property Improvements and Inventory, and/or ALEGACY fails to timely file annual rendition for the Real Property Improvements; or OWNERS fail to file an annual application with the Waller County Appraisal District for so long as the law requires such an application;

d. With respect to the Abatement Period, either OWNER allows its ad valorem taxes owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;

e. During the Abatement Period, either OWNER operates the Premises or Building in violation of public health and safety laws, or allows the Premises or any part thereof

to become a public nuisance, as provided under the appropriate ordinances of Waller County, or the State of Texas;

f. For the duration of the Abatement Period beginning with YEAR 2, if PEERLESS fails to maintain a minimum of $1,000,000 rendered taxable value of inventory at the Premises, then neither OWNER shall be entitled to the abatement of property taxes for the year in which the default occurs.

11. In the event either OWNER defaults as described in Section 10, the County shall give each OWNER written notice of such default. If the defaulting OWNER(S) have not cured such default under Section 10 within sixty (60) days of said written notice or, if the nature of such default is such that sixty (60) days is not sufficient to cause such cure, does not commence such cure within such sixty (60) days and diligently pursue it to completion, the County may then take the actions permitted in Section 12 or Section 13, as applicable.

12. In the event that PEERLESS fails to maintain the required minimum number of Employees at the Premises in accordance with (and during the period set forth in) Section 6 for any consecutive 90-day period during any YEAR during the Abatement Period, the tax abatement granted to ALEGACY by this Agreement will be reduced as a percentage based on the difference. The amount of the tax abatement granted by this Agreement for the tax year following the year in which the requirement was not met is reduced by the same percentage, rounded to the nearest whole number, as the percentage decrease in the actual number of Employees that is maintained in the 90-day period. For example, if the actual average number of Employees is reduced by 6.6% during a given year, then the percentage of the tax abatement granted for that year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number reducing

the abatement by 7%. Should PEERLESS not maintain the required number of employees, and reduce the taxable value of real or property as a result of tax protest, then the greater of the two shall be applied to the reduction.

13. In the event either OWNER defaults under Section 10(a) and Section 10(c)-(e), the County may, in its sole discretion, (after notice and opportunity to cure as provided for herein) terminate this Agreement as to the defaulting OWNER or as to both OWNERS upon written notice of termination to each OWNER. If the County terminates for default, the County shall be entitled to recapture from the terminated OWNER(S) any and all property taxes which have been abated as a result of this Agreement for those years in which either OWNER was in default beyond applicable notice and cure periods under Section 10(a) and Section 10(c)-(e), and all such taxes shall be paid to the County within sixty (60) days of OWNERS' receipt of written demand from the County following the expiration of the cure period described in Section 11 (provided no cure is made) (the "Recaptured Taxes").

a. In addition to any Recaptured Taxes due as a result of a default hereunder, interest on any amounts subject to recapture or not current as of the time of default may be charged at the statutory rate of delinquent taxes, as determined by Chapter 33 of the Texas Tax Code.

b. Notwithstanding subsection (a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code. Interest is not considered a penalty.

MISCELLANEOUS:

14. The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

15. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties. However, this Agreement cannot be assigned by either OWNER without the County's written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either OWNER may assign this Agreement without written consent from the County if such assignment is to any entity that, directly or indirectly, is controlled by, or is in common control with the transferor OWNER; provided that (i) such OWNER shall give notice of any such assignment to the County at least thirty (30) days prior to the effective date of such assignment, (ii) notice of the assignment is publicly posted in accordance with the requirements of Texas Tax Code Chapter 312 and made a part of the official minutes of the Waller County Commissioners Court, and (iii) the assigning OWNER retains its obligations to the County under this Agreement until the Assignment is effective. This Agreement does not inure to the benefit of any third-party, except permitted successors or assigns.

16. OWNERS recognize and understand that Waller County will not provide public support for companies or companies with a partial ownership from or investors from communist countries or those companies coming from countries with poor human rights records. OWNERS agree that in the event either OWNER allows such a company to occupy or possess any portion of the Building or Premises, this Agreement will be immediately terminated. In such event, the COUNTY shall be entitled to recapture any and all property

taxes which have been abated as a result of this Agreement for those years in which OWNERS violated this Section of the Agreement.

17. It is understood and agreed between the parties that OWNERS are acting independently in the performance of their obligations hereunder, and the County assumes no responsibilities or liabilities for OWNERS' performance of this Agreement. OWNERS individually agree to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the Waller County Appraisal District, from any and all third-party claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to an OWNER'S breach of performance of its obligations under this Agreement. In no event shall OWNERS indemnify COUNTY for acts, omissions, defaults of COUNTY, including, without limitation, the negligence or willful misconduct of COUNTY or any agents, consultants, or employees thereof.

18. OWNERS agree that the County and its agents or employees shall have the reasonable right of access to the Premises after two (2) business days' prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements, the County shall have the continuing right of reasonable access during the Abatement Period to ensure that the Premises are maintained and operated in accordance with this Agreement. The County agrees (i) to give OWNERS written notice of its intent to inspect the Premises at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) OWNERS shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. The County's

inspections, if any, shall not constitute an acknowledgment or certification to OWNERS, or any third party, that OWNERS followed federal, state, or local laws or regulations.

19. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Any disputes regarding this agreement shall be litigated or mediated in Waller County, Texas.

20. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on March 19, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

21. All amendments and additions to this Agreement and its Exhibits must be approved in writing by OWNERS and the Waller County Commissioners Court.

22. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

23. Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

24. In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.

25. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and none of the parties hereto has relied upon any fact or representation not expressly set forth herein. No

obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties with respect to the subject matter hereof except as expressly stated herein.

26. All headings and captions used herein are for the convenience of the parties only and are of no meaning in the interpretation or effect of this Agreement.

27. OWNERS shall mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify OWNERS of the request.

28. Any party hereto may request an estoppel certificate related to this Agreement (each, a "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNERS or other party designated by OWNER which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.

29. Each of the OWNERS, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same, and OWNERS shall be entitled to intervene in said litigation.

30. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons:

For County:

Honorable Trey Duhon
County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

For PEERLESS:

STERLING FLUID SYSTEMS (USA) INC., DBA PEERLESS PUMP COMPANY
1600 Alegacy Place
Waller, TX 77484
Attn: Aaron Phillips

For ALEGACY:

ALEGACY DEVELOPMENT, LP
1300 Alegacy Place
Waller, TX 77484
Attn: Bob Nickles

Any party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of page intentionally left blank; Signature Page follows.]

Contract ID # 250319-XX

This Agreement is being executed as of _____, 2025.

WALLER COUNTY

_____ _____
Carbett "Trey" Duhon III Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan Date
Waller County Clerk

STERLING FLUID SYSTEMS (USA) INC., DBA PEERLESS PUMP COMPANY
a Delaware corporation

_____ 3/10/25
By: Date

Title: V.P. Manufacturing - Houston

ALEGACY DEVELOPMENT, LP,
a Texas limited partnership

_____ 3/6/25
By: Bob Nickles Date

Title: Manager

Contract ID # 250319-XX

EXHIBIT A

"Building" – The approximately 40,000 square foot, crane-served manufacturing building to be constructed by ALEGACY on the Premises for occupancy and use by Sterling Fluid Systems (USA), Inc., DBA Peerless Pump Company.

"Premises" – The approximately five acre parcel of land upon which the Building will be constructed, having a situs address of 1600 Alegacy Place, Waller, Texas 77484, as shown on Exhibit A, page 2, and which is leased by ALEGACY to PEERLESS.

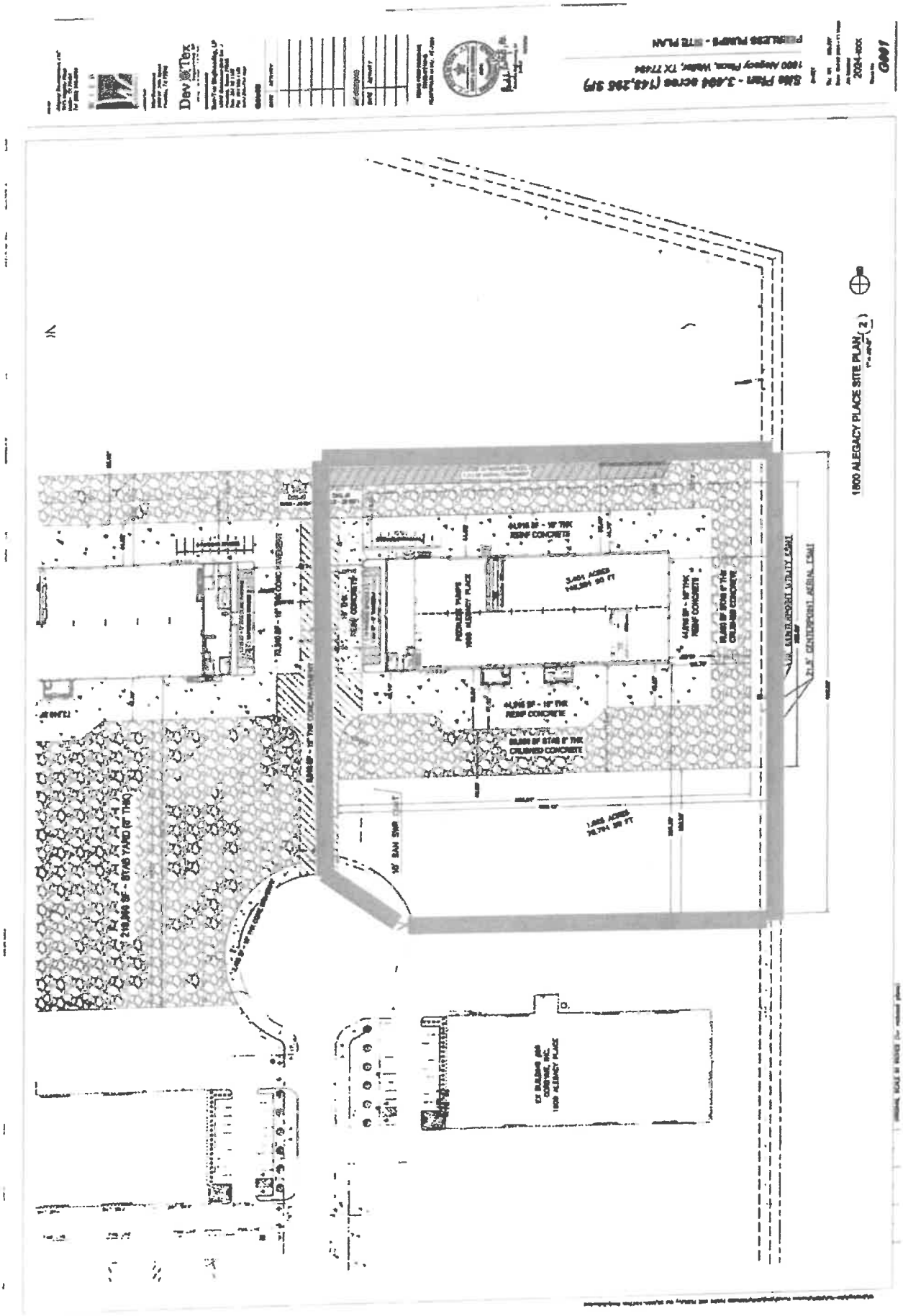

1600 ALEGACY PLACE SITE PLAN
1" = 40'-0" (2)
ALPHA SF - 10" THK REINF CONCRETE
BLANK SF STAB 6" THK CRUSHED CONCRETE
10' SAN SWR
1.ANS ACRES
30,714 SQ FT
CT BUILDING 600 CENTRAL EXC. 1600 ALEGACY PLACE

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE ABATEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

"Real Property" as designated by the Waller County Appraisal District are any buildings, including any buildings that are built on skids or portable buildings, parking areas and any fences attached to the land.

Real Property Improvements

Description	**Value**
Buildings	$7.5 million, including driveway and parking areas
Driveways & Parking	
Fencing	
Other Improvements	
Total	$ 7.5 million

"Personal Property" as designated by the Waller County Appraisal District is anything that can be removed from the building without destroying or changing the building. This category would include any machinery or equipment that may be bolted to the floor but has a shorter life than the building and is used in the primary line of business as designated by the qualifying business type set here in the Waller County Abatement Policies.

Personal Property Improvements

Description	**Value**
General manufacturing equipment	$100,000
Total	$100,000

Contract ID # 250319-XX

EXHIBIT C – Reinvestment Zone Order

CITY OF WALLER
HARRIS AND WALLER COUNTIES, TEXAS

ORDINANCE NO. 651

AN ORDINANCE OF THE CITY OF WALLER, TEXAS DESIGNATING A REINVESTMENT ZONE FOR COMMERICAL-INDUSTRIAL TAX ABATEMENT; ASSIGNING THE NAME "REINVESTMENT ZONE NUMBER 2-CI OF THE CITY OF WALLER, TEXAS" TO SAID ZONE; DESCRIBING THE BOUNDARIES THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Waller, Texas (the "City"), as authorized by the property Redevelopment and Tax Abatement Act, Chapter 312, TEX. TAX CODE (the "Act"), wishes to designate a new reinvestment zone in an effort to promote the development or redevelopment of certain contiguous geographic area through the use of tax abatements; and

WHEREAS, the City Council finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would contribute to the economic development of the City; and

WHEREAS, the City Council find that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act; and

WHEREAS, the City held a public hearing on the creation of the Reinvestment Zone Number 2-CI after providing proper notice to the public and other taxing entities; and

WHEREAS, the City adopted Tax Abatement Guidelines through Resolution #2024-18 on the 16th day of December, 2024;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WALLER, TEXAS, THAT:

SECTION 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and accurate and incorporated into this ordinance for all purposes.

SECTION 2. The City Council hereby designates the Alegacy Development, LLC, 1300 Alegacy Place, Waller, Texas, 77484 (mailing only), Waller County, Texas, further described in the legal description attached hereto as **Exhibit A**, and made a part hereof for all purposes, as a Reinvestment Zone under the name "Reinvestment Zone Number 2-CI of the City of Waller, Texas".

SECTION 3. The City Council hereby finds that the improvements sought are feasible and practical and are a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement entered into under Section 312.204 or 312.211, TEX. TAX CODE, as applicable.

SECTION 4. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Waller, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 5. This Ordinance shall take effect immediately upon its approval.

PASSED, APPROVED and **ORDAINED** on this 6th day of February, 2025.

CITY OF WALLER, TEXAS

DANNY MARBURGER, MAYOR

ATTEST:

Cynthia Ward, City Secretary

STATE OF TEXAS §
§
§
§
COUNTY OF WALLER §

METES AND BOUNDS DESCRIPTION

DESCRIPTION OF 86.09 ACRES, MORE OR LESS, OF LAND AREA IN THE G.A. DENNET SURVEY, ABSTRACT NO. 124, WALLER COUNTY, TEXAS, BEING THE WEST REMAINING PORTION OF THAT TRACT DESCRIBED AS 153.6 ACRES IN A DEED TO FRANK D. SCOTT ET UX, RECORED IN VOLUME 335, PAGE 953 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the common north line of the Scott 153.6 acre tract and the south line of U.S. Highway NO. 290, at the northwest corner of Monticello Estates, recorded in Plat Record B-55 of the Plat records of Waller County, Texas;

THENCE leaving the PLACE OF BEGINNING and U.S. Highway 290, with the west line of Monticello Estates, S00°30'00"E 200.00 feet to a ½" iron rod set with plastic cap stamped "PRECISION SURVEYORS" at the northeast corner of that tract described as one acre in a deed to Hung Cong Tran, recorded in Volume 849, Page 545 of the Official Public Records of Waller County, Texas;

THENCE leaving Monticello Estates with the Tran one acre tract, the following three courses and distances:

1. N73°24'31"W 249.81 feet to a 2" iron pipe found at the northwest corner of the Tran one acre tract.
2. S00°37'05"E 174.42 feet to a 2" iron pipe found at the southwest corner of the Tran one acre tract.
3. S73°24'31"E 249.44 feet to a ½" iron rod set with plastic cap stamped "PRECISION SURVEYORS" in the west line of Monticello Estates, at the southeast corner of the Tran one acre tract.

THENCE with the west line of Monticello Estates, S00°30'00"E 3073.37 feet to a 2" iron pipe found in the common south line of the Scott 153.6 acre tract and the north line of Old Houston Highway, at the southwest corner of Monticello Estates;

THENCE with the common south line of the Scott 153.6 acre tract and the north line of Old Houston Highway, N74°02'36"W 429.96 feet to a 2" iron pipe found at the southeast corner of that tract described as 2.439 acres in a deed to Frank D. Scott et ux, recorded in Volume 278, Page 659 of the Deed Records of Waller County, Texas;

THENCE leaving Old Houston Highway, with the east line of the Scott 2.439 acre tract, N11°21'21"E 400.40 feet to a ½" iron rod set with plastic cap stamped "PRECISION SURVEYORS" at the north east corner of the Scott 2.439 acre tract;

THENCE with the north line of the Scott 2.439 acre tract, N78°11'16"W 148.63 feet to a ½" iron rod found at the northeast corner of that tract described as one acre in a deed to Elaine Francis Shafer et vir, recorded in Volume 337, Page 233 of the Deed Records of Waller County, Texas;

THENCE with fence, partly with the north line of the Shafer one acre tract and partly with the north and west lines of that tract found occupied by fence, of which no record deed was found the following four courses and distances:

1. N75°41'04"W 232.27 feet to a fence corner post found for an angle point.
2. S12°42'04"W 60.92 feet to a fence corner post found for an angle point.
3. N73°05'16"W 65.36 feet to a fence corner post found for an angle point.
4. S16°34'01"W 317.03 feet to a ½" iron rod set with plastic cap stamped "PRECISION SURVEYORS" in the common south line of the Scott 153.6 acre tract and the north line of Old Houston Highway.

THENCE with the common south line of the Scott 153.6 acre tract and the north line of Old Houston Highway, N73°53'15"W 119.31 feet to a 1" iron pipe found at the southeast corner of that tract described as 4.181 acres in a deed to Annie Mae Flakes, recorded in Volume 437, Page 237 of the Deed Records of Waller County, Texas;

THENCE leaving the south line of the Scott 153.6 acre tract and Old Houston Highway, with the east line of the Flakes 4.181 acre tract, N00°04'56"W 579.61 feet to a calculated point which falls in a tree, at the northeast corner of the Flakes 4.181 acre tract;

THENCE with the north line of the Flakes 4.181 acre tract, the following three courses and distances:

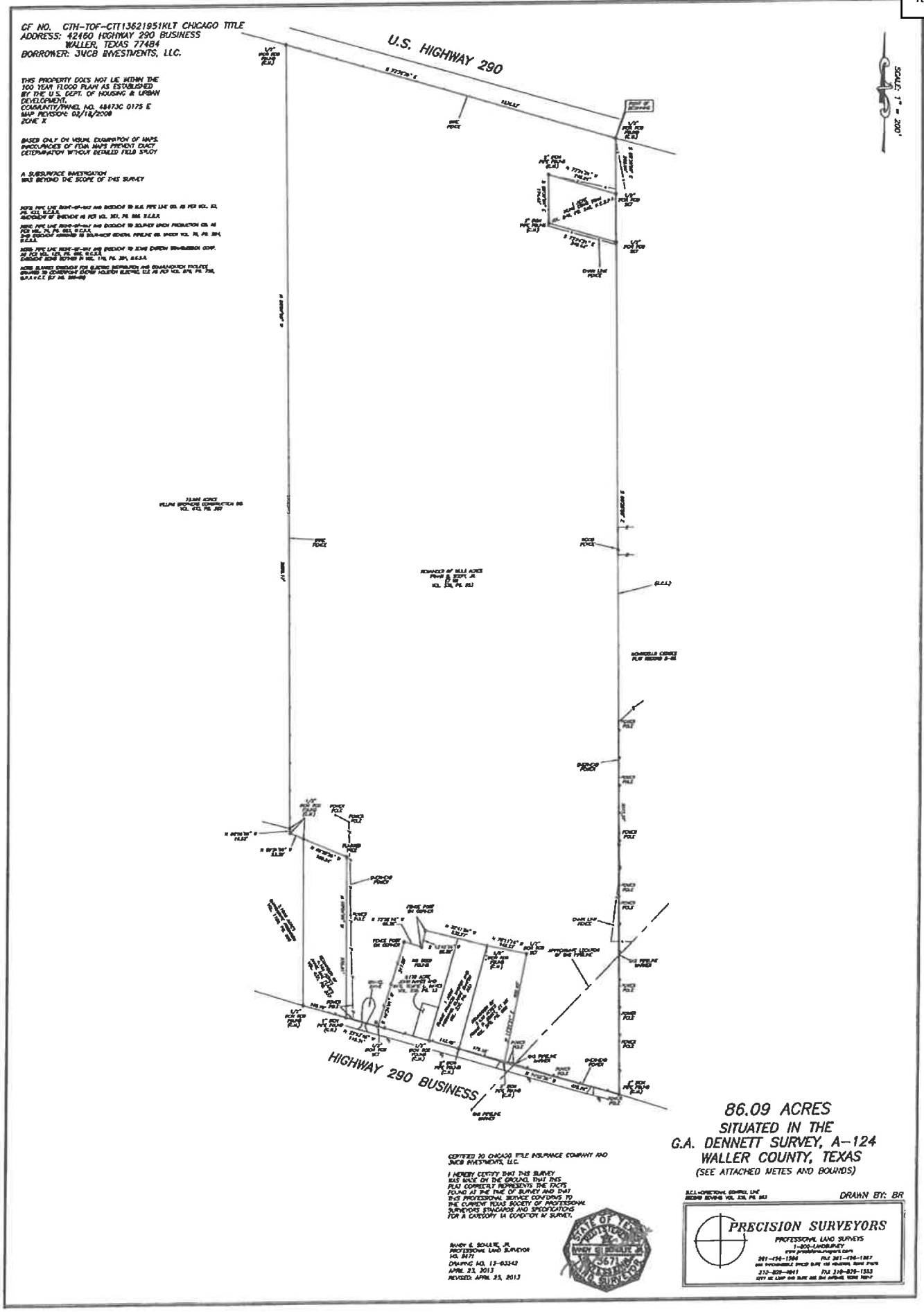
1. N66°58'28"W 169.54 feet to a ½" iron rod found for an angle point.
2. N66°31'00"W 53.38 feet to a ½" iron rod found for an angle point.
3. N06°09'09"W 16.92 feet to a ½" iron rod found for an angle point in the west line of the Scott 153.6 acre tract and the southeast corner of that tract described as 73.026 acres in a deed to William Brothers Construction Co., recorded in Volume 473, Page 207 of the Deed Records of Waller County, Texas;

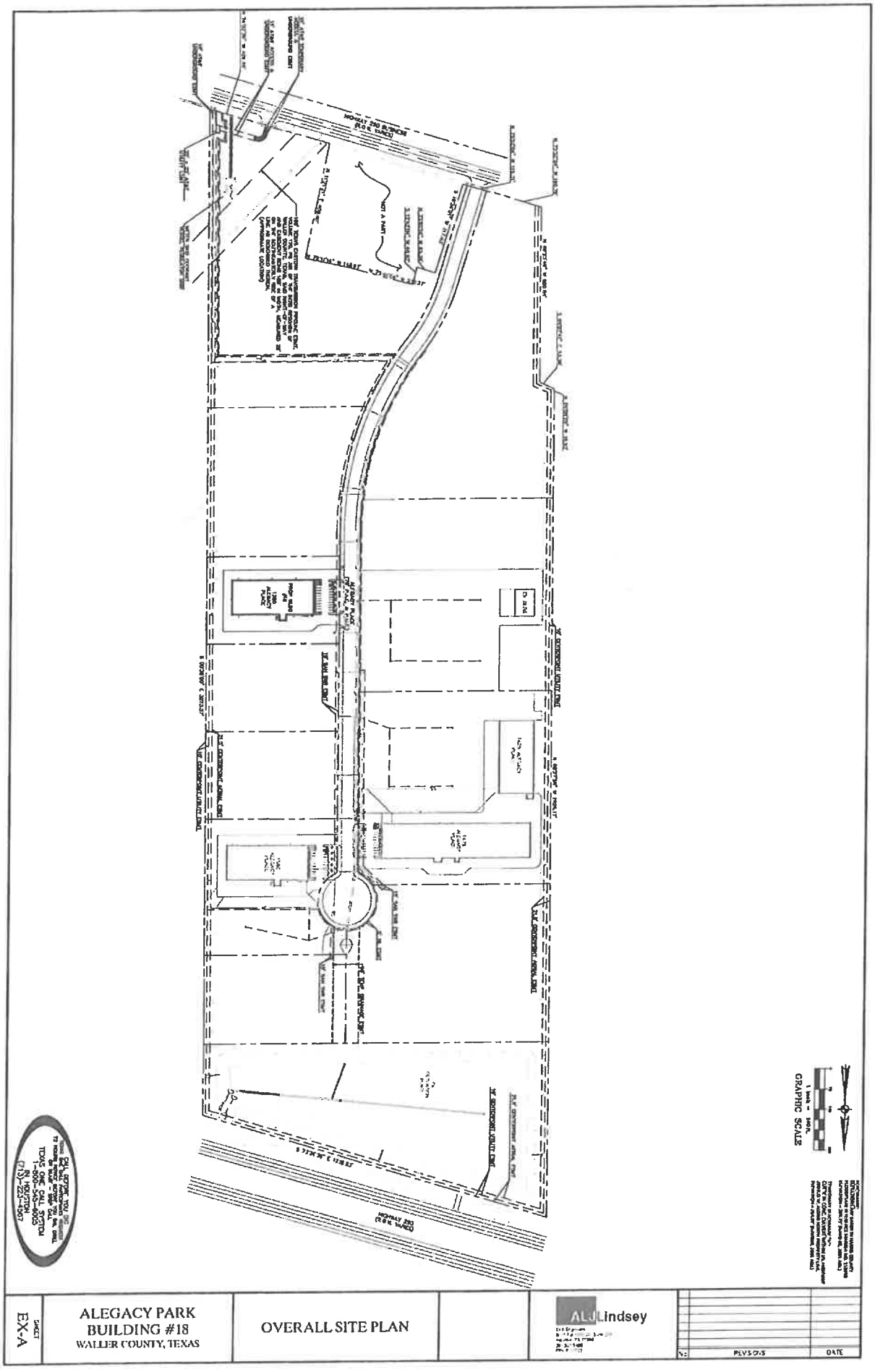
THENCE with the common west line of the Scott 153.6 acre tract and the east line of the William Brothers Tract, N00°27'58"W 2825.17 feet to a ½" iron rod found in the south line of U.S. Highway 290, at the common northwest corner of the Scott 153.6 acre tract and the northeast corner of the William Brothers Tract;

THENCE with the common north line of the Scott 153.6 acre tract and the south line of U.S. Highway 290, S73°36'39"E 1236.83 feet to the PLACE OF BEGINNING.

There are contained within these metes and bounds 86.09 acre, more or less, of land area as prepared from public records and a survey made on the ground on April 12, 2013, prepared by Precision Surveyors, Inc. of Houston, Texas. Bearings for this description are based on monuments found at the northwest and southwest corners of Monticello Estates, record bearing being S00°30'00"E.

Randy G. Schulte, Jr.
Registered Professional Land Surveyor
No. 5671
Job No. 13-03542
April 12, 2013


GF NO. GTH-TOF-GTT13621951KLT CHICAGO TITLE
ADDRESS: 42450 HIGHWAY 290 BUSINESS
WALLER, TEXAS 77484
BORROWER: JWCB INVESTMENTS, LLC.
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS ESTABLISHED BY THE U.S. DEPT. OF HOUSING & URBAN DEVELOPMENT.
COMMUNITY/PANEL NO. 48473C 0175 E
MAP REVISION: 02/18/2009
ZONE: X
BASED ONLY ON VISUAL EXAMINATION OF MAPS. INACCURACIES OF FEMA MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDY
A SUBSURFACE INVESTIGATION WAS BEYOND THE SCOPE OF THIS SURVEY
U.S. HIGHWAY 290
HIGHWAY 290 BUSINESS
SCALE: 1" = 200'
86.09 ACRES
SITUATED IN THE
G.A. DENNETT SURVEY, A-124
WALLER COUNTY, TEXAS
(SEE ATTACHED METES AND BOUNDS)
DRAWN BY: BR
CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY AND JWCB INVESTMENTS, LLC.
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION III SURVEY.
RANDY E. SCHULTE, JR.
PROFESSIONAL LAND SURVEYOR
NO. 5670
DRAWING NO. 13-03342
APRIL 23, 2013
REVISED: APRIL 25, 2013
STATE OF TEXAS
RANDY E. SCHULTE JR.
5670
REGISTERED
PROFESSIONAL
LAND SURVEYOR
PRECISION SURVEYORS
PROFESSIONAL LAND SURVEYS
1-800-LANDSURVEY


ALEGACY PARK
BUILDING #18
WALLER COUNTY, TEXAS
OVERALL SITE PLAN
EX-A
SHEET
ALJ Lindsey
GRAPHIC SCALE
REVISIONS
DATE

OFFICE OF THE SHERIFF WALLER COUNTY

100 R. Glenn Smith Dr. • Hempstead, Texas 77445-4699
979 / 826-8282 • FAX 979 / 826-7781

SHERIFF TROY GUIDRY

ROBERT SCHIELDS
Chief Deputy

JAMES FLYNT
Chief Deputy

03/04/2025

To: Sheriff Troy Guidry

Thru: Chief Deputy Robert Schields, Law Enforcement Command OK MS 3.4.25

Thru: Lieutenant Angela Turner, Budgeting 3/4/25 EXISTING EQUIP LINE TOTAL CONTRACT #6,300.00 125-516-581700

From: Lieutenant John Garner Detective Bureau #515 3.4.25

Re: User Agreement Request – iDiCore

I am requesting approval to upgrade the user agreement between the Waller County Sheriff's Office and iDiCore data services. We currently are under a monthly flat rate plan of $260.00 for 1000 transactions. We have extended the use of this service to the Waller County District Attorney's Office for their investigators as well as the Waller County Fire Marshal's Office for their investigators to search for data on individuals who are under investigation. Over the last several months, the number of searches has far exceeded our current "in contract" number of transactions of 1000, causing the monthly fee to go up exponentially. The next tier iDiCore offers is $525.00 for 2500 transactions. At this higher number of transactions, the monthly cost should stabilize and cost less each month than we are currently paying.

These searches are paramount for investigations and provide much needed information that greatly assists in identifying persons of interest in our criminal investigations. Your attention to this matter is greatly appreciated. If you have any additional questions or need additional information, please contact me.

QUOTE

a red violet company

2650 N. Military Trail, Suite 300
Boca Raton, FL 33431
561-757-4000
www.ididata.com

FTIN: 58-2655867
Cage Code: 97N0B
Entity ID: VNMZZ4NBP7T9
DUNS No: 079835293
NAICS Codes: 518210 (OTSB); 513210 (Small Business); 519290 (Small Business); 541199 (OTSB); 541511 (OTSB); 541512 (OTSB); 541519 (OTSB); 561611 (OTSB)

Account ID	B025173	Prepared By	Ryan Krown
Account Name	Waller County Sheriff's Office	Email	rkrown@ididata.com
Bill To	100 Sheriff R Glenn Smith Dr Hempstead, Texas 77445 United States		
Contact Name	LT John P Garner	Quote Number	00000139
Email	jp.garner@wallercounty.us	Created Date	3/5/2025
Phone	(979) 826-8282	Expiration Date	3/31/2025
Period of Performance	3/1/2025 - 2/28/2026	Invoicing Cadence	Upfront Term
			Payment Terms: Net 30

Product Code	Product	Description	Sales Price	Quantity	Total Price
IDICFC-Tier 4	idiCORE Online Identity Intelligence Platform – Flat Rate - Tier 4	idiCORE Online Identity Intelligence Platform – Flat Rate (unlimited users*) Monthly Included Transactions: 2,500; Tier 4 - Price Per Month *All Searches and Reports available within idiCORE as of the Effective Date of the agreement will count towards Included Transactions, with the exception of the Social Media Search, Arrest Search, and Arrest Watch. Additional Searches and/or Reports may be added in the future and may not be included in this pricing plan. Excluded Searches and/or Reports are charged at current transactional list pricing. Overage Transactions are charged at $0.21.	$525.00	12.00	$6,300.00

Total Price $6,300.00

Sales tax may apply

Contract Terms

- Excluded Searches and/or Reports are charged at current list pricing
- Except as expressly stated above, no hit, no fee (searches with zero results do not incur charges or count against monthly transactions)
- If Subscriber is contracting for a Per Seat agreement, Subscriber agrees to pay the Monthly Price Per Seat (MPS) for each seat. If the Subscriber adds seats during a billing period, ID will prorate associated charges. Reduction in the number of seats will be effective the first day of the next billing period. A "seat" is defined as a single subscriber employee with unique login credentials to idiCORE. Individual seats may not be shared among Subscriber's employees.
- Under a Per Seat agreement, Subscriber will not access ID services or information in any manner using any technique, tool, or process of automation (automated searching). Subscriber understands and agrees that in addition to the MPS, any transaction occurring by automated

searching will be charged on a transactional basis at current list pricing.
- Arrest Search is charged per each query, regardless of whether results are available for return.
- Arrest Watch is charged monthly per each data subject monitored, regardless of whether results are available for return.
- For any agreement that includes Monthly Included Transactions, the Monthly Included Transactions do not roll over into subsequent months.

Payment Information

Check payments:
IDI
PO Box 744971
Atlanta, GA 30384-4971

Electronic Payments:
IDI
Bank of America
Account#: 898090102816
ACH Routing: 063100277
Wire Routing: 026009593

Credit Card Payments:
www.account.idicore.com
or call 855-842-1410 Option #4

PRICING AMENDMENT # 2

This Pricing Amendment #2 (this "**Amendment #2**"), effective 3/1/2025, (the "**Amendment #2 Effective Date**"), is to the ID Application and Subscriber Agreement ("**Agreement**") incorporated by reference, by and between Interactive Data, LLC ("**ID**") and Waller County Sheriff's Office ("**Subscriber**"), and is entered into as of the date signed by the last party below.

In consideration of the Parties' mutual promises, and other good and valuable consideration, ID and Subscriber desire to amend the Agreement and agree as follows:

- During the Term of the Agreement, Subscriber agrees to pay ID all applicable charges, plus any applicable governmental taxes, duties or other charges, for ID Services as set forth in Attachment A to this Amendment #2, incorporated herein by reference. ID shall invoice Subscriber on a monthly basis and Subscriber shall pay all applicable charges following receipt of the applicable invoice (i.e., due upon receipt). Any unpaid amounts thirty (30) days past due shall accrue interest at a rate of one and one half percent (1.5%) per month until paid. If Subscriber fails to make payment within thirty (30) days of receipt of applicable invoice at any time during the Term, Subscriber will be required to enroll in ID's auto payment program for the remainder of the Term using a valid payment method such as credit card or ACH.

Except as expressly amended herein, all of the terms and conditions of the Agreement, including any previous and/or additional amendments entered into by the Parties, shall continue in full force and effect. All terms not defined herein shall have the meaning ascribed to them in the Agreement. This Amendment #2 may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the Parties hereto may execute this Amendment #2 by signing such counterpart in the original, or by electronic transmission (PDF). The Parties have caused this Amendment #2 to be executed by the duly authorized representatives of the Parties hereto.

All of the foregoing is accepted and agreed to by:

SUBSCRIBER:	**Interactive Data, LLC:**
Signature:_____	Signature:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Account #: B025173

Attachment A

Subscriber: Waller County Sheriff's Office

Effective Date: 3/1/2025

Term: The term shall commence on the Amendment #2 Effective Date and continue in effect for 12 months (**"Initial Term"**). Thereafter, this Amendment #2 shall automatically renew for additional, successive 12-month terms (**"Additional Terms"**) unless written notice of intent not to renew is provided by one party to the other at least sixty (60) days prior to the expiration of the then current term (the Initial Term and the Additional Term(s), if any, individually and collectively the **"Term"**).

Service: idiCORE – Flat Rate Plan (unlimited users)

Monthly Minimum: $525.00

Monthly Included Transactions: 2500

Included Transactions:

- All Searches and Reports (except as excluded below) available in idiCORE as of 02/27/2025. Additional Searches and/or Reports may be added in the future and may not be included in this pricing plan.

Excluded Searches and/or Reports:

- Social Media Search
- Arrest Search (charged per each query, regardless of whether results are available for return)
- Arrest Watch (charged monthly per each data subject monitored, regardless of whether results are available for return)

- Unused monthly transactions do not rollover
- Overage Transactions are charged at $0.21 per Transaction
- Excluded Searches and/or Reports are charged at current list pricing
- No hit, no fee (searches with zero results do not incur charges or count against monthly transactions)

Account #: B025173

idiCORE

Summary | Payment Methods | Transactions

Make Payment

Date	Type	Details	Charge	Credit	Balance
11-30-2024	Balance Forward				$977.50
12-16-2024	Payment	PM701912		$667.00	$310.50
12-31-2024	Invoice	IN812128	$288.50		$599.00
01-31-2025	Invoice	IN823543	$339.50		$938.50
02-03-2025	Payment	PM719436		$1,174.50	-$236.00
02-28-2025	Invoice	IN841398	$311.00		$75.00

Make Payment

Item 32.

Attachment A

Subscriber: Waller County Sheriff's Office
Effective Date: 3/1/2024
Term: The term shall commence on the Amendment #1 Effective Date and continue in effect for 12 months ("**Initial Term**"). Thereafter, this Amendment #1 shall automatically renew for additional, successive 12-month terms ("**Additional Terms**") unless written notice of intent not to renew is provided by one party to the other at least sixty (60) days prior to the expiration of the then current term (the Initial Term and the Additional Term(s), if any, individually and collectively the "**Term**").

Service: idiCORE – Flat Rate Plan (unlimited users)
Monthly Minimum: $260.00 **Monthly Included Transactions:** 1000
Included Transactions: - All Searches and Reports (except as excluded below) available in idiCORE as of 11/9/2023. Additional Searches and/or Reports may be added in the future and may not be included in this pricing plan. **Excluded Searches and/or Reports:** - Social Media Search - Arrest Search (charged per each query, regardless of whether results are available for return) - Arrest Watch (charged monthly per each data subject monitored, regardless of whether results are available for return)
- Unused monthly transactions do not rollover *- Overage Transactions are charged at $0.26 per Transaction* *- Excluded Searches and/or Reports are charged at current list pricing* *- No hit, no fee (searches with zero results do not incur charges or count against monthly transactions)*

Account #: B025173

Item 32.

PRICING AMENDMENT # 1

This Pricing Amendment #1 (this "**Amendment #1**"), effective 3/1/2024, (the "**Amendment #1 Effective Date**"), is to the ID Application and Subscriber Agreement ("**Agreement**") incorporated by reference, by and between Interactive Data, LLC ("**ID**") and Waller County Sheriff's Office ("**Subscriber**"), and is entered into as of the date signed by the last party below.

In consideration of the Parties' mutual promises, and other good and valuable consideration, ID and Subscriber desire to amend the Agreement and agree as follows:

- During the Term of the Agreement, Subscriber agrees to pay ID all applicable charges, plus any applicable governmental taxes, duties or other charges, for ID Services as set forth in Attachment A to this Amendment #1, incorporated herein by reference. ID shall invoice Subscriber on a monthly basis and Subscriber shall pay all applicable charges following receipt of the applicable invoice (i.e., due upon receipt). Any unpaid amounts thirty (30) days past due shall accrue interest at a rate of one and one half percent (1.5%) per month until paid. If Subscriber fails to make payment within thirty (30) days of receipt of applicable invoice at any time during the Term, Subscriber will be required to enroll in ID's auto payment program for the remainder of the Term using a valid payment method such as credit card or ACH.

Except as expressly amended herein, all of the terms and conditions of the Agreement, including any previous and/or additional amendments entered into by the Parties, shall continue in full force and effect. All terms not defined herein shall have the meaning ascribed to them in the Agreement. This Amendment #1 may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the Parties hereto may execute this Amendment #1 by signing such counterpart in the original, or by electronic transmission (PDF). The Parties have caused this Amendment #1 to be executed by the duly authorized representatives of the Parties hereto.

All of the foregoing is accepted and agreed to by:

SUBSCRIBER:	**Interactive Data, LLC:**
Signature: _____	Signature: _____
Print Name: Carbett "Trey" J. Duhon, III	Print Name: _____
Title: County Judge	Title: _____
Date: January 24, 2024	Date: _____

Account #: B025173

Item 32.

Please complete application in full and return along with required supporting documents to app@iddata.com

ID APPLICATION AND SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and Waller County Sheriff's Office ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

1. License. ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services") for Subscriber's internal use subject to the terms and conditions of this Agreement.
2. Compliance with Laws. Subscriber shall comply with all laws and regulations that govern the use of the Services and information provided therein. Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply. If Subscriber desires to access Services governed by the GLBA, Subscriber certifies that it will request, access and use such Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority.
   - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
   - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
   - For required institutional risk control, or for resolving consumer disputes or inquiries;
   - For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
   - For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
   - To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
   - To comply with federal, state, or local laws, rules, and other applicable legal requirements.

   If Subscriber desires to access Services governed by the DPPA, Subscriber certifies that it will request, access and use such Services solely for one of the DPPA permissible use(s) listed below:
   - Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
   - Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
   - Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
   - Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.
   - Use by any licensed private investigative agency or licensed security service for any purpose described above.

   ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.
3. No Warranties. ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS".
4. Termination. Except as otherwise provided by mutual written agreement of the parties, either party may terminate this Agreement at any time.
5. Indemnification; Limitation of Liability. Subscriber agrees to indemnify, defend, and hold harmless ID, and its parents, subsidiaries, affiliates and representatives, from and against any and all claims, damages, and liabilities relating to Subscriber's use of the Services or any breach of this Agreement by Subscriber. In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the three (3) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages.
6. Fees. Subscriber agrees to pay all applicable fees and charges for Services, including any applicable governmental taxes, duties or other charges. If Subscriber enters into a term agreement (including by execution of a subsequent amendment to this Agreement), and Subscriber breaches the Agreement, including, without limitation, failure to make payment, then all fees and charges applicable to the remainder of the term of the Agreement shall be deemed earned and immediately due and payable from Subscriber. Notwithstanding, Subscriber shall have no obligation to pay for Services accessed during any applicable free trial period.
7. Account Administrator. Subscriber agrees to designate an appropriate account administrator to ensure compliance with this Agreement by all employees granted access by Subscriber. The account administrator will: (i) restrict access to the Services to only those employees who have a need as part of their official duties; (ii) monitor employees' use of the Services; (iii) maintain and enforce policies governing appropriate use of the Services; (iv) record the identities of all current employees with access to the Services and all former employees who have previously accessed the Services; (v) ensure that each employee uses only his/her assigned username and password to access the Services; and (vi) immediately terminate employee access when the employee is no longer employed by the Subscriber, no longer has a need to access the Services to perform the employee's official duties, or when the employee is suspected of improper access to or use of the Services. If Subscriber suspects or becomes aware of unauthorized access to the Services, Subscriber will immediately notify ID at incident@id-info.com.
8. Audit. In order to ensure compliance with this Agreement and applicable laws, rules and regulations, including the GLBA and DPPA, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
9. Entire Agreement. This Agreement, the Application, the Terms and Conditions located at http://iddata.com/termsandconditions.pdf, and any executed Rider are all incorporated by reference and constitute the entire agreement between Subscriber and ID regarding the Services.

I certify that I have read and agree to this Agreement, the Application, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

[Subscriber's Signature & Subscriber's Witness's Signature on following page]

ID Terms and Conditions

Last Modified: August 28, 2024

Use of Services

Interactive Data, LLC ("ID"), a wholly owned subsidiary of Red Violet, Inc., grants Subscriber a restricted, non-exclusive, non-transferable, revocable license to obtain and use various information products and services provided by ID, to include certain of ID's intellectual property, (collectively, "Services") for Subscriber's internal use subject to the terms and conditions in your Subscriber Agreement and these Terms.

As provided in your Subscriber Agreement, ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports" as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.

ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS". ID and its parents, subsidiaries, affiliates, and representatives shall have no liability for, and Subscriber agrees not to sue for, any claim relating to ID's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services.

Security

Subscriber will not disclose to any third party any information relating to ID's business, the Services, or information derived from the Services ("Information"), including, without limitation, ID's business, financial, and technical information, data sources, pricing, products, processes, systems, results of testing, terms of your Subscriber Agreement, and any summaries, analyses or other information derived from any of the foregoing (collectively, "Confidential Information").

Subscriber certifies that it has implemented and maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to the Subscriber's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Subscriber by ID; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by ID, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

Subscriber shall be solely liable and responsible for any Subscriber Security Incident(s) ("SSI"). A "Subscriber Security Incident" means any "breach of security" involving the Services and/or Information provided by ID to Subscriber. "Breach of security" has the meaning associated with such phrase (or any similar phrase) in applicable U.S. federal and state privacy and data security laws ("Data Laws").

In connection with a SSI, Subscriber, at its own cost and expense, shall (i) notify ID within twenty-four (24) hours of any SSI by email (incident@id-info.com) and phone (1-561-757-4577), (ii) take prompt action to protect Information and Services involved in the SSI and minimize further unauthorized access or disclosure, (iii) investigate and respond to ID's reasonable requests, and (iv) comply with all Data Laws,

including notifying consumers, government authorities, and/or other third parties, such as credit reporting agencies, that a SSI has occurred (collectively, the "Required Notifications"), and providing any required complimentary credit monitoring to consumers. Subscriber agrees Required Notifications shall not reference ID (or its affiliates and parent company) or its Services, nor shall ID be otherwise identified or referenced in connection with the SSI, without ID's express written consent.

Subscriber shall be solely liable for claims or penalties arising from a SSI including, but not limited to, penalties assessed by a governmental authority, costs of litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the SSI. Subscriber shall indemnify, defend, and hold ID harmless, including its affiliates and parent company, and its and their respective directors, officers, employees and agents (collectively, "ID Indemnitees") from and against all third-party claims for damages, final judgments, settlements and court costs brought against any of the ID Indemnitees that arise or relate to a SSI.

In the event of a SSI or any breach of this Agreement by Subscriber, ID may, in its sole discretion, take immediate action, including suspension or termination of Subscriber's account, without further obligation or liability of any kind. Furthermore, Subscriber agrees that in the event of a SSI or any breach of this Agreement by Subscriber, Subscriber agrees to reasonably cooperate with any and all audits/requests for information by ID, and to respond to any such audit/request for information within three (3) business days, unless an expedited response is required by ID.

If Subscriber accesses Services provided subject to the GLBA and/or pursuant to the DPPA, Subscriber acknowledges and agrees to the following GLBA Access Security Requirements and Supplemental Terms, respectively.

Restrictions on Use

ID retains all rights, titles and interests in the Services, Information, and Confidential Information, and Subscriber will not claim any rights to, or ownership of, any of the foregoing.

Subscriber will only use the Services for the purpose(s) certified by Subscriber in your Subscriber Agreement and online when accessing the Services, and for no other purpose.

Subscriber will not, directly or indirectly, resell the Services or Information, nor use the Services to create a competing product. Subscriber will not use the Services (i) for personal reasons, including, to locate friends, family members, celebrities or government officials; (ii) to view information on one's self, except for initial training purposes on the system; or (iii) for marketing purposes.

Subscriber will not access the Services from outside the United States.

In cases where Subscriber provides information to ID as part of Subscriber's query or use of the Services ("Input Information"), Subscriber certifies that it has the right to provide such Input Information to ID for purposes of ID providing the Services to Subscriber, and that Subscriber's provision of such Input Information complies with all applicable laws, rules, regulations, and (as applicable) Subscriber's own privacy policies.

Services will be used by Subscriber only. Information may not be delivered to, or filed with, any third party.

Services may contain Death Master File (DMF) information made available by the National Technical Information Service (NTIS) of the US Department of Commerce and governed by 15 CFR Part 1110. If Subscriber is granted access to the DMF data, along with complying with all applicable laws, Subscriber certifies compliance with 15 CFR Part 1110. Subscriber's failure to comply with 15 CFR Part 1110 may

subject Subscriber to penalties under 15 CFR 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year.

Unless expressly authorized in your Subscriber Agreement, Subscriber will not access the Services or information in any manner using any techniques, tool or process of automation ("Automated Searching"). Subscriber understands and agrees that in addition to any contracted Fees, any transactions accruing by Automated Searching will be charged on a transactional basis at current list pricing.

Miscellaneous

Subscriber is not a representative or agent of ID, will not represent that it is to any third party, and has no authority to bind ID.

Subscriber's breach of any agreements with ID will cause irreparable harm to ID. Upon any breach or threatened breach, ID shall be entitled to injunctive relief, without having to post a bond, in addition to money damages and any other remedy available at law.

Your Subscriber Agreement may be amended only by a written agreement signed by an authorized representative of ID. Your Subscriber Agreement may not be assigned, transferred, or sublicensed, in whole or in part, without ID's prior written approval.

In the event of a conflict between the terms of your Subscriber Agreement and any other agreement, the terms of your Subscriber Agreement (including these Terms) shall prevail.

For any limited trial period where ID has waived Subscriber's obligation to pay monetary fees, Subscriber agrees to provide ID with candid feedback regarding the utility and quality of the Services as its consideration for ID's grant of the license to the Services; Subscriber agrees that ID is afforded the right to use Subscriber's feedback to improve the Services, without compensating or crediting Subscriber.

Your Subscriber Agreement and these Terms shall be governed by Delaware law, without reference to its choice of law rules. Venue for all actions shall be in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. Any payments made by Subscriber in connection with the Agreement are deemed to be made to ID in Palm Beach County, Florida. The prevailing party in any action shall be entitled to an award of its reasonable attorneys' fees and costs. In the event of non-payment of any amounts due to ID by Subscriber, Subscriber agrees to pay all costs of collection, including reasonable attorneys' fees and costs and up to a 33% collection agency fee. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Subscriber nor ID will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity.

To the extent that the Services rely upon or use information from any third-party sources, then those sources shall be third-party beneficiaries with all rights and privileges of ID. ID, and any such sources (as third-party beneficiaries), are entitled to enforce your Subscriber Agreement directly against Subscriber.

If Subscriber desires to use a third-party processor ("Processor") to access the Services, ID reserves the right to require that the Processor satisfy ID's credentialing policies and procedures prior to being granted access to the Services. Should Processor be approved, prior to Processor gaining access to the Services, Subscriber will require its Processor to agree to the terms and conditions (via a written agreement) contained in the Agreement, including, without limitation, security, confidentiality obligations, restrictions on use, and audit, and naming ID as an express third-party beneficiary and acknowledging that the Processor shall only access and use the Services to fulfill its processing obligation to Subscriber and for

no other purpose. Subscriber acknowledges and agrees that it shall be liable for any breach of the Agreement by its Processor.

Provisions relating to access and use of the Services (excluding the license grant), disclaimer of warranties, indemnification, limitation of liability, audit, Subscriber's release of claims, payment of fees, confidentiality obligations, and any Pricing Amendment entered into by the parties providing for a term of duration, shall survive termination of your Subscriber Agreement.

About these Terms and Conditions

ID reserves the right to modify these Terms from time to time for purposes such as compliance with law and to reflect changes to the Services. Modifications will be posted online in these Terms. In the event of any conflict between these Terms and any subsequently modified terms, the modified terms shall prevail. By continuing to use the Services, Subscriber reaffirms its agreement to these Terms, as modified.

STATE OF TEXAS

COUNTY OF MONTGOMERY

Interlocal Cooperation Agreement

(Regarding Housing of Inmates)

This Interlocal Cooperation Agreement ("Agreement") is entered into effective the date of last execution herein ("Effective Date"), by and between Montgomery County, Texas, a political subdivision of the State of Texas ("County") with the Montgomery County Sheriff as its authorized designee, and Waller County, Texas, a political subdivision of the State of Texas ("Contractor") with the Waller County Sheriff as its authorized designee. County and Contractor may each hereafter be referred to as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

Witnesseth

Whereas, under circumstances involving crowding, safety, emergency, disaster, operational or other applicable concerns, County may seek to provide for the housing and care of certain inmates of County outside the then available capacity/resources of County's jail facility; and

Whereas, Contractor currently has excess capacity and the ability to provide housing and care for such inmates at the Waller County Jail ("Jail"); and

Whereas, the Parties desire to enter into this Agreement under which Contractor will provide detention services for inmates of County at the Jail as needed.

Now, therefore, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

Article I: Purpose

1.01 The purpose of this Agreement is to establish the terms and conditions under which Contractor will provide to County detention services for County inmates at the Jail.

Article II: Term

2.01 The initial term ("Initial Term") of this Agreement shall commence on the Effective Date stated herein below and shall terminate on September 30, 2025. Thereafter, the Agreement shall renew automatically for consecutive one (1) year terms (each a "Renewal Term") until and unless either County or Contractor provides the other Party with written notice of its desire to terminate the Agreement as further provided herein. Each Renewal Term shall be on the same terms and conditions except as provided

herein. All agreements between the Parties are set out in this Agreement, and oral agreements not contained in this Agreement will not be enforceable against either Party.

2.02 Non-appropriation: Notwithstanding Article II, Section 2.01 herein, this Agreement will terminate if sufficient funds are not appropriated by the Montgomery County Commissioners Court to meet the County's fiscal obligations herein during budget planning and adoption for any of the following fiscal years from the Effective Date herein, or if sufficient funds are not appropriated by the Waller County Commissioners Court to meet the Contractor's service obligations agreed hereto in any fiscal year. The parties understand that County's fiscal year is October 1 – September 30, and Contractor's fiscal year is January 1 – December 31. In such event, the terminating Party agrees to give the non-terminating Party thirty (30) calendar days' written notice before such termination, without incurring a breach hereto. This Agreement shall continue in force until the effective date of the termination.

2.03 The Parties agree that, notwithstanding any contrary language herein, either Party may terminate this Agreement at any time with or without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate. This Agreement shall continue in force until the effective date of the termination.

2.04 In no event shall County be responsible or liable for any charges alleged to have been incurred hereunder beyond the effective date of the termination of this Agreement, provided that Contractor no longer has physical possession or custody of any of County's inmates on the effective date of the termination.

2.05 County's obligation to pay Contractor for services rendered through the effective date of the termination shall survive the termination of this Agreement.

Article III: Designated Representatives

3.01 County through its authorized designee hereby appoints Assistant Chief Eric Hensley, Montgomery County Jail Administrator, as its designated representative under this Agreement.

3.02 Contractor through its authorized designee hereby appoints Captain Dawn Miller, Waller County Jail Administrator, as its designated representative under this Agreement.

3.03 A Party may change its designated representative at any time by providing the other Parties with written notice of the change under Article X, Section 10.01 herein. A change to designated representative(s) only may also be provided via email to the other Party, if email addresses for other points of contact for each Party are available, provided that such change via email shall be acknowledged in writing by the recipient Party to be effective hereunder.

Article IV: Obligations

4.01 As and when requested by County, Contractor agrees to accept and provide for the secure custody, care, and safekeeping of inmates of County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards ("Jail Commission"), subject to Article IV, Section 4.06 herein. The Parties agree that an inmate of County shall be eligible for incarceration at the Jail under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the Jail Commission approved custody assessment system in place at the Jail. Contractor understands and agrees that County shall have sole discretion as to the number of inmates of County to send to the Jail, including whether to send any inmates at all, and that County does not guarantee a minimum number of inmates to be housed in the Jail under this Agreement. County understands and agrees that Contractor shall have sole discretion as to the number of County's inmates it accepts at the Jail. Furthermore, County understands and agrees that Contractor will house County's inmates provided the Jail has available beds and the requisite staff, supplies, or other necessary resources to accommodate the additional inmates.

4.02 Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in the Jail, subject to the terms and conditions of this Agreement. Routine medical services provided to County's inmates shall also be in accordance with Contractor's Health Services Plan for Contractor's inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.

4.03 Contractor agrees that it is not responsible for the transportation of inmates of County to and from the Jail, including but not limited to transportation of inmates to and from court proceedings and hearings; transportation of inmates to the Texas Department of Criminal Justice, Institutional Division, for confinement; and/or transportation of inmates to and from County for any purpose, including non-routine medical services not covered by this Agreement, as provided in Article IV, Section 4.04 herein. County agrees to provide Contractor with at least one (1) hour of notice prior to picking up an inmate for transportation, and will notify Contractor at the time of pickup if and when the inmate is to be returned to the Jail.

4.04 Contractor agrees to provide reasonable medical services to inmates of County only as follows:

(a) Contractor shall provide routine medical services to inmates of County in the Jail, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and

(b) Contractor shall provide non-routine medical services to inmates of County, which are necessitated by an emergency or by a life-threatening medical situation, including ambulance transportation or emergency flight if required. The non-routine medical services shall be at the cost of County.

If an inmate of County requires medical services other than those described in Article IV, Section 4.04(a) herein, including but not limited to emergency services, dental services, optical services, mental health services, and prescription drugs and treatments, Contractor agrees to contact County's designated representative to advise the designated representative of: (i) the identity of the County inmate; (ii) the type of the medical services and/or treatments Contractor has determined the County inmate requires; (iii) any services or treatments the County inmate has received at the Jail in connection with the illness or condition for which Contractor is contacting County's designated representative; and (iv) the arrangements which have been made to transport the County inmate back to Montgomery County to receive the medical services and/or treatments. In addition, should a County inmate be hospitalized for any reason at a non-Montgomery County facility, Contractor shall provide County with the information required in items (i) through (iv) herein as well as a contact name and telephone number for a representative at the medical facility treating the County inmate that is familiar with the County inmate's condition, if Contractor has such information. County shall provide an adequate number of guards to the off-site location to guard County's inmate. If Contractor provides guards for one of County's inmates at an off-site location, County will reimburse Contractor at the guard's standard hourly rate. County reserves the right to retake physical custody of applicable inmate(s) at any time to manage costs and utilization of services.

(c) With the aim of mutual compliance with applicable state and federal laws, as regards the provision of aforementioned health related services, and information related thereto, under this Agreement, County and Contractor hereby execute and incorporate within this Agreement, a Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Addendum, attached herewith as **Exhibit A.**

4.05 Contractor and County understand that the detention services to be provided under this Agreement include basic custodial care and supervision and do not include any special educational, vocational, or other programs.

4.06 County understands and agrees that Contractor, in its sole discretion, may refuse to accept physical custody of any County inmate for incarceration in the Jail. Contractor reserves the right for Contractor to review the background of inmates sought to be transferred to the Jail, and County agrees to cooperate with and provide information reasonably requested regarding any such inmate if, in the reasonable judgment of Contractor's designated representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the Jail. County will only seek to transfer to the Jail inmates that i) are in good general health, ii) have stabilized mental health, and iii) have no history of serious disciplinary or behavioral problems.

4.07 Contractor further agrees that should a prisoner be injured while being housed by Contractor, that Contractor will, within ten (10) hours, notify County of said

injury, and within a reasonable time, provide County with copies of all incident reports relating to the injury.

4.08 County shall be responsible for the discharge of its inmates. County shall notify Contractor at least three (3) business days prior to the anticipated discharge date for inmates of County, unless such notice is not reasonably possible, in which case, County shall notify Contractor as soon as reasonably possible. County shall transport its inmates back to County's jail facilities for discharge or release. Contractor will not discharge or release County's inmates except in exceptional circumstances, and when written notice is provided to Contractor that an inmate must be released without being transported back to County.

4.09 County shall reimburse Contractor for any mutually agreed upon damages caused to Contractor's facilities by County's inmates.

4.10 Contractor shall not be liable to County for any claims, damages, or attorney's fees arising from or related to the intentional acts, negligence, wrongful acts, or omissions of Contractor's officials or employees. County shall not be liable to Contractor for any claims, damages, or attorney's fees arising from or related to the intentional acts, negligence, wrongful acts, or omissions of County's officials or employees. In no event shall either party be deemed to have waived any immunity, defense or liability cap available to it by law.

4.11 INDEMNIFICATION. NEITHER PARTY INDEMNIFIES THE OTHER. IN NO EVENT SHALL COUNTY OR CONTRACTOR BE DEEMED TO HAVE WAIVED ANY IMMUNITY, DEFENSE OR LIABILITY CAP AVAILABLE TO EITHER BY LAW.

Article V: Payment for Services

5.01 County agrees to pay Contractor a per diem rate for detention services under this Agreement in the amount of **Seventy-five dollars and no cents ($75.00) for each inmate for each day that detention services are provided from the Effective Date.** The Parties agree that a portion of any day shall be computed as a full day under this Agreement and subject to the per diem rate only on the day of arrival of the inmate to the Jail. County shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate. Contractor may change the per diem rate for subsequent terms upon thirty (30) business days written notice to County.

5.02 County understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) herein, are included in the per diem rate for detention services provided under this Agreement, and that medical expenses for services that are required to be provided under Article IV, Section 4.04(b) herein shall be the responsibility of County. If a medical provider refuses to bill County directly for services provided under Article IV, Section 4.04(b), County shall

reimburse Contractor for such costs paid by Contractor, provided supportive documentation is received by County from Contractor verifying such bill.

5.03 Contractor agrees to issue a monthly invoice to County addressed to the Montgomery County Auditor at 501 North Thompson, Suite 205, Conroe, Texas, 77301, with a copy to County's designated representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of County under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by Contractor hereunder shall be paid in accordance with Texas Government Code Chapter 2251. If any amount set out in any invoice is disputed by County, the County agrees to notify Contractor in writing of the disputed amount, and the basis for the dispute, within fifteen (15) business days of receipt of such invoice. The Parties agree that only payment of the disputed amount may be retained by County until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.

5.04 No debt shall be incurred, or deemed to have been incurred, under this Agreement by either Party herein. Payments by County to Contractor for the detention service provided under this Agreement must be made from current revenues available to County. The payment of funds under any provision of the Agreement by County is contingent upon an appropriation by County to cover the provisions of the Agreement. In the event that County fails to appropriate sufficient funds to cover the services provided under this Agreement during budget planning and adoption for any of the following fiscal years from the Effective Date herein, County shall within thirty (30) calendar days notify Contractor in writing of such failure. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of County. The failure of County to appropriate sufficient funds will not cause County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. County shall pay Contractor for any services rendered under this Agreement prior to the effective date of the termination.

Article VI: Records

6.01 County agrees to provide Contractor with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Jail under this Agreement as well as any medical records or other relevant information in the possession of County for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.

6.02 Upon request, Contractor agrees to provide County with copies of any records or reports maintained by Contractor that are applicable to the particular inmate of County relating to that inmate's detention at the Jail under this Agreement.

6.03 The Parties agree that Contractor shall not be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, Contractor shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of County.

6.04 County agrees to comply with all of Contractor's booking procedures.

Article VII: Texas Law to Apply

7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in Montgomery County, Texas.

Article VIII: Legal Construction

8.01 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article IX: Amendments

9.01 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement, and duly authorized by the governing bodies of County and Contractor.

Article X: Notices

10.01 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid, and addressed to the proper party at the address which appears below or at such other address as the Parties may designate in writing. All notices given by mail shall be deemed to have been given three (3) calendar days after the time of deposit in the United States mail and shall be effective from such date.

If to County: Montgomery County Judge
501 North Thompson St., Suite 401
Conroe, Texas 77301

With copy to: Assistant Chief Eric Hensley
Montgomery County Sheriff's Office
#1 Criminal Justice Drive
Conroe, Texas 77301

If to Contractor: Waller County Judge
425 FM 1488, Suite 106
Hempstead, TX 77445

With copy to: Captain Dawn Miller
Waller County Sheriff's Office
100 Sheriff R. Glenn Smith Drive
Hempstead, TX 77445

Article XI: Assignment

11.01 Neither Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

Article XII: Compliance with Laws and Ordinances

12.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

Article XIII: Prior Agreements Superseded

13.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

Article XIV: Multiple Counterparts

14.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when fully executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

Article XV: Parties Bound

15.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

Article XVI: Independent Parties

16.01 Each Party has and retains the exclusive right of control over its employees and contractors assigned to perform services under this Agreement. Neither Party has the authority to bind or otherwise obligate the other Party orally, in writing, or otherwise. Each Party providing services to the other Party pursuant to this Agreement is providing services as an independent contractor. Nothing in this Agreement creates an employer-employee relationship between the employees of one Party and the other Party.

Article XVII: Force Majeure

17.01 Except for the obligation to pay for services rendered, each party may be relieved of any obligation to the extent that its ability to perform its obligation is prevented or impaired by any cause generally recognized under Texas law as force majeure.

Article XVIII: Insurance

18.01 Each Party will maintain property and general liability insurance, auto insurance, public officials and law enforcement liability insurance, workers compensation insurance and any other coverage as may be applicable to the performance of the Party herein, either via an authorized carrier(s) in Texas or via its self-insurance program. Any and all claims shall be filed by each Party hereto under its own policies and not the policies of the other Party. Nothing in this Agreement shall be deemed to create an employer/employee or principal/agent relationship between the Parties hereto and each Party shall be solely responsible for the payroll, equipment, provision of benefits and tax filing responsibilities of its own personnel.

Executed in multiple counterparts, each of which shall have the full force and effect of an original, this document is made effective on the date of last execution herein below stated ("Effective Date").

WALLER COUNTY, TEXAS

Carbett "Trey" J. Duhon III, County Judge

John A. Amsler, Comm. Pct. 1

Walter E. Smith, Comm. Pct. 2

Kendric D. Jones, Comm. Pct. 3

Justin Beckendorff, Comm. Pct. 4

ATTEST:

Debbie Hollan, County Clerk

APPROVED:

Dawn Miller, Jail Administrator

Date:_____

MONTGOMERY COUNTY, TEXAS

Mark J. Keough, County Judge

Robert C. Walker, Comm. Pct. 1

Charlie Riley, Comm. Pct. 2

M. Ritchey Wheeler, Comm. Pct. 3

Matt Gray, Comm. Pct. 4

ATTEST:

L. Brandon Steinmann, County Clerk

APPROVED:

Eric Hensley, Jail Administrator

Date:_____

Attachment: ***Exhibit A***

Exhibit A

BUSINESS ASSOCIATE ADDENDUM

1. PREAMBLE

Montgomery County, Texas ("Covered Entity") and Waller County, Texas ("Business Associate") (jointly "the Parties") wish to attach and incorporate the terms of this Business Associate Addendum ("Addendum") within the Agreement regarding the underlying health services agreement that has been or will be executed between Covered Entity and Business Associate ("Agreement"), contemporaneously with this instrument, to comply with, to the full extent applicable, the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules ("the Implementing Regulations")), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations, as amended from time to time, are collectively referred to in this Addendum as "the HIPAA Requirements".

Covered Entity and Business Associate agree to incorporate into this Addendum, and deem incorporated herein, any regulations issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement, whether such regulations are expressly stated or referenced herein or otherwise. Business Associate further recognizes and agrees that it is obligated by law to continuously meet the applicable provisions of the HIPAA Requirements, as amended, and that it has direct liability for any violations of said HIPAA Requirements. The Term of this Addendum is subject to the execution of the Agreement by both parties thereto, shall commence as of the effective date of the Agreement, and shall terminate on the date of termination of the Agreement or on the date Covered Entity terminates for cause as authorized in this Addendum, whichever is sooner. A violation of a term, or termination of this Addendum, pursuant to the terms herein, shall entitle Covered Entity to pursue any and all applicable remedies, and take all appropriate action to protect its/their interests, to the extent allowed by law, this Addendum and the Agreement.

2. DEFINITIONS

a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

b) "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R.§ 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.

c) "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.

d) "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

i. Names;

ii. Postal address information, other than town or city, State, and zip code;

iii. Telephone numbers;

iv. Fax numbers;

v. Electronic mail addresses;

vi. Social security numbers;

vii. Medical record numbers;

viii. Health plan beneficiary numbers;

ix. Account numbers;

x. Certificate/license numbers;

xi. Vehicle identifiers and serial numbers, including license plate numbers;

xii. Device identifiers and serial numbers;

xiii. Web Universal Resource Locators (URLs);

xiv. Internet Protocol (IP) address numbers;

xv. Biometric identifiers, including finger and voice prints; and

xvi. Full face photographic images and any comparable images.

e) "*Protected Health Information*" or "*PHI*" shall mean, as defined in 45 C.F.R.§ 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.

f) "*Security Incident*" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

g) "*Unsecured Protected Health Information*" shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

h) All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. GENERAL TERMS

a) In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

b) Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Requirements.

c) Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

4. SPECIFIC REQUIREMENTS

a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors or agents that: (i) requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors and agents agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

b) Privacy of Protected Health Information

i. *Permitted Uses and Disclosures of PHI*. Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing

services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(e)(ii) below.

2) Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.

ii. *Business Associate Obligations*. As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:

1) the *use* relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or

2) the *disclosure* of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

iii. *Minimum Necessary Standard and Creation of Limited Data Set*. Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

iv. *Access*. In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make

such information available in an electronic format where directed by the Covered Entity.

v. *Disclosure Accounting*. Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or, at the direction of the Covered Entity, making such information available directly to the individual.

vi. *Amendment*. Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R.§ 164.526 of the HIPAA Requirements.

vii. *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications*. If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Covered Entity's procedures for such requests, including forwarding applicable requests to the Records Division of the MCSO (see further the underlying Agreement Sections 5.1 and 5.2).

viii. *Return or Destruction of PHI*. Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

ix. *Availability of Books and Records*. Business Associate shall make available to Covered Entity, DHHS/applicable state or federal agency and/or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Addendum, upon request.

x. *Termination for Breach.*

1) Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Addendum.

2) Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.

c) Information and Security Standards

i. Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity,

Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.

ii. Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

iii. More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:

1) Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;

2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor or agent agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;

3) Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(e)(iii)(1);

4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(e)(iii)(2);

5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI;

6) Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this

Addendum with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and

7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

d) Compliance with HIPAA Transaction Standards

i. *Application of HIPAA Transaction Standards.* Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Addendum for the Covered Entity. As provided for in Section 4(a) above, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:

1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

2) Adds any data element or segment to the maximum defined data set;

3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

4) Changes the meaning or intent of the Standard Transaction's implementation specification.

ii. *Communications*. Business Associate, and Covered Entity recognize and agree that communications between the parties that are required to meet the HIPAA Standards for Electronic Transactions shall meet the Standards set by that regulation(s). Other communications, not requiring such Standards to be met, between Covered Entity and Business Associate, may not need to comply with the HIPAA Standards for Electronic Transactions and may therefore utilize such forms, tape formats, or electronic formats as the Parties may mutually approve. Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications, and vice versa.

e) Notice and Reporting Obligations of Business Associate

i. *Notice of Non-Compliance with the Addendum.* Business Associate will notify Covered Entity within 10 calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security

Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

ii. *Notice of Breach*. Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 10 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

iii. *Reporting Obligations*.

1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such non- permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:

a. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;

b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;

c. Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);

d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;

e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and

f. Provide such other information, including a written report, as the Covered Entity may reasonably request.

2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4); (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

iv. *Termination*.

1) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 30 days from this termination notice and shall further entitle each respective party hereto all rights and remedies as are available to the party under the Agreement.

3) Outside of an early termination as stated above, this Addendum shall continue in full force and effect through the course of the Agreement and terms herein that are reasonably anticipated to survive expiration or termination in compliance with applicable laws, shall so survive.

v. *Continuing Privacy and Security Obligations*. Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination,

cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement.

AGREED TO:

Waller County, Texas	**Montgomery County, Texas**
Business Associate	Covered Entity
By: _____	By: _____
Name: **Carbett "Trey" J. Duhon III** Title: **County Judge**	Name: **Mark J. Keough** Title: **County Judge**

Quotation

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER

Sames Texas' Oldest Dealership — Government Fleet Sales

Quotation No # A00162

Quotation Date Feb 13, 2025

Valid Till Date Mar 16, 2025

Quotation From

SAMES MOTOR COMPANY
1115 Hwy 71 W
Bastrop TX 78602
United States of America (USA)
Email: quotes@sames.net
Phone: +19564827507

Quotation For

Waller County
Waller County
HEMPSTEAD Texas
United States of America (USA)
Email: g.noel@wallercounty.us
Contact: Gary Noel

	Year | Make | Model	Contract #	Color	Quantity	Rate	Amount	Tax Rate	Tax	Total
1.	MY2025 Chevrolet Silverado 1500 Custom Trailboss (CK10543)	TIPS 240901	Sterling Silver	2	$51,282.40	$102,564.80	0%	$0.00	$102,564.80

- Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency
- Custom Trail Boss Preferred Equipment Group includes standard equipment

Amount	$102,564.80
Tax	$0.00
Delivery	$800.00
Total (USD)	**$103,364.80**

Terms and Conditions

1. Balance on vehicle only is due 30 days after delivery to upfitter or customer. $500 monthly floor plan interest will be added to any unpaid balance beyond the NET 30 terms.

For any enquiry, reach out via email at **quotes@sames.net**, call on **+1 956 482 7507**

This is an electronically generated document, no signature is required.

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ESTIMATE

EMERGENCY FLEET SERVICE
6333 Dixie Drive
Houston, TX 77087

sales@efshouston.com
+1 (832) 279-0573
www.efshouston.com

Bill to
Gary Noel
Waller County Pct. 2 Constable
27388 Field Store Road
Waller, Tx 77484

Ship to
Glenn White
Waller County Pct. 2 Constable
27388 Field Store Road
Waller, Tx 77484

Estimate details
Estimate no.: 4061
Estimate date: 12/16/2024

Unit #/Vin Last 4: 2025 Silverado

#	Product or service	Description	Qty	Rate	Amount
1.	**QT-1519-SQ**	Feniex Quantum Interior Light Bar Dual Color (2020+ Silverado)	1	$799.00	$799.00
2.	**QT-0620-SD**	Feniex Quantum 6 Head Light Stick Dual Color (grill)	1	$459.00	$459.00
3.	**L Bracket (Custom)**	Bracket (Custom)	2	$17.00	$34.00
4.	**FSM-R**	Fusion S Surface Mount Red (rocker)	2	$59.00	$118.00
5.	**FSM-B**	Fusion S Surface Mount Blue (rocker)	2	$59.00	$118.00
6.	**Q-4016**	Feniex Single L Bracket (FSM/QSM)	4	$9.00	$36.00
7.	**Q-2222**	Feniex Cannon Quad Color (reverse)	2	$69.00	$138.00
8.	**QT-0820**	Feniex Quantum 8 Head Light Stick Single Color (rear window)	1	$429.00	$429.00
9.	**S-2009**	Triton 100w Siren Speaker	1	$109.00	$109.00
10.	**C-4014**	Storm 100w Remote Siren (Datalink Version)	1	$169.00	$169.00
11.	**C-4200-DL**	4200DL 18 button w/ slide switch programmable controller (Datalink version)	1	$449.00	$449.00
12.	**Misc. Materials/Shop Supplies**	Installation Materials Charge (wiring, fuse holders, brackets needed for installation)	1	$275.00	$275.00
13.					

	INSTALLATION1	LED LABOR (Shipping and installation of above equipment)	1	$900.00	$900.00
14.	**ANTKIT**	Coax Cable, Connector and Antenna	1	$75.00	$75.00
15.	**425-6392**	Jotto Equipment Faceplate For Feniex 4200DL	1	$45.00	$45.00
16.	**LABOR Radio**	Install Radio, Coax, and antenna	1	$125.00	$125.00
17.	**INSTALLATION2**	Install customer supplied Watchguard 4RE Video system (used system, Includes prep)	1	$700.00	$700.00
18.	**CM-SDMT-SA-LED**	Console side ht. adj. mount w/swing arm for docking station	1	$440.00	$440.00

Total **$5,418.00**

Note to customer

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing this estimate number, the issuance of purchase order number or deposit, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Feniex lights are custom built to your specifications. Once the order is placed it can not be cancelled. Feniex LED products carry a 5 year warranty. Feniex sirens, speakers and controllers carry a 2 year warranty. Labor is lifetime warranty as long as the system is only serviced by EFS.

Accepted date **Accepted by**

WALLER COUNTY 911 ADDRESSING REGULATIONS

ARTICLE 1

1. Short Title:

1.1 These Regulations shall be further referred to as the "911 Addressing Regulations."

ARTICLE 2

2. Designation of Subdivision Names, Street Names and Numbers:

2.1 Streets now being maintained by Waller County and other public agencies within the unincorporated areas of Waller County shall in the future be named and numbered as designated on the Official Map and Official Index of Waller County, as amended by each Implementing Resolution. Every other street within the unincorporated areas of Waller County, as shown on the Official Index, shall be hereafter referred to as designated on the Official Index for Structure Numbering Purposes.

2.2 Subdivisions proposed within Waller County shall have their name approved by Waller County 911 Addressing Prior to the General Plan, Development Agreement, or Preliminary Plat submittal.

ARTICLE 3

3. Designation of Structure Numbers:

3.1 Structure numbers for dwelling units, places of business, industrial locations, and all other structures shall be assigned by:

3.1.1 The Waller County Commissioners Court, in conjunction with the United States Postal Service and the Regional 9-1-1 Emergency Number System, during the implementation stage of the numbering system; and

3.1.2 The Waller County 9-1-1 Rural Addressing Department following the implementation phase of the system in the unincorporated areas of Waller County.

3.2 The Waller County 9-1-1 Rural Addressing Department shall keep a record of all numbers assigned under these Regulations. Such records may be maintained in data processing storage systems, if practical.

ARTICLE 4

4. Posting of Designated Structure Numbers:

4.1 The owner, occupant, or person in charge of any dwelling unit, structure, or use to which a number has been assigned, shall be notified in writing by the implementing agency of the number assigned to the same at any time after the adoption of these Regulations.

4.2 Within sixty (60) days after receipt of such written notification, the owner, occupant, or person in charge of any dwelling unit, structure, or use to which a number has been assigned shall cause the number to be posted depending upon the following conditions:

4.2.1 If the mailbox is on the same side of the street and adjacent to the driveway or curb cut, then the reflective/approved number shall be affixed to the mailbox on both sides. The numbers shall be no less than four (4) inches in height and of a color contrasting with the background. This section does not preclude an individual from also numbering the front entrance of the structure and/or property if practical.

4.2.2 If the mailbox is not on the same side of the street and adjacent to the driveway or curb cut, then the reflective/approved number shall be posted at two (2) locations:

a. On the mailbox as prescribed by the United States Postal Regulations; and

b. Either on the structure front, if visible from the street, or on an above ground sign that is attached to a post or other object at the driveway or curb cut. The numbers shall be no less than four (4) inches in height, reflective and of a color contrasting with the background. This section does not preclude an individual from also numbering the front entrance of a structure and/or property if practical.

4.2.3 In the case that a structure is served by two or more driveways or curb cuts, then the number shall be assigned and posted to the front entrance or driveway.

4.2.4 It shall be the duty of the owner, occupant, or person in charge of the dwelling unit, structure, or use, upon affixing the number assigned, to remove any different number which might be mistaken for, or confused with, the number assigned to the structure under these Regulations.

4.2.5 In such cases where the assigned number cannot be posted as required in Article 4, the owner, occupant, or person in charge shall post the number as prescribed by the Waller County 9-1-1 Rural Addressing Department after consultation with the owner, occupant, or person in charge.

4.2.6 During construction of any dwelling unit, structure, or use to which a number has been assigned, the owner, occupant, or person in charge of such property shall cause number signs to be posted in compliance with the requirements of this Article 4.

4.2.7 Residential dwellings within a platted subdivision are exempt from the requirement that number signs be reflective. All other requirements under this Article 4.2.1 still apply to such dwellings.

a. A "platted subdivision" means:

a. an area of land that has been platted and subdivided, pursuant to Local Government Code Chapter 212 or Chapter 232, into lots for sale or lease, and

b. with setbacks or building lines equal to or less than 100 feet from the right-of-way, and

c. with frontages along the right-of-way or road equal to or less than 500 feet on the side of the platted tract, and

d. with common entrances and exits not shared by residential dwellings outside the subdivision.

ARTICLE 5

5. Types of Numbers:

5.1 A number will be assigned to each structure and street frontage of each parcel of land, whether or not the parcel is occupied. The number is required to be posted by the owner, occupant, or person in charge, as notified under Article 4 of these Regulations. Other numbers are reserved for future development of the numbered parcels of land, which will be assigned at the time of development.

ARTICLE 6

6. Existing Addresses:

6.1 It shall be the policy of the Waller County Commissioners Court to avoid changing existing numbered addresses if the existing system follows a logical and expandable order and can comply with requisites of the United States Postal Service and the Regional 9-1-1 Emergency Number System.

ARTICLE 7

7. Exempt and Excluded Structures:

7.1 The intent of this article is to exclude from these Regulations those structures that do not present endangerment to human life if destroyed by fire or other events.

7.2 The following structures shall be excluded from the provisions:

7.2.1 Buildings that do not require a separate mailing address, such as a guest/pool house that serve the main house and are not used as a permanent residence, poultry house, outbuilding, equipment storage building, etc.

7.2.2 Storage and accessory buildings for the use of the occupant of another structure on the same property.

7.3 Buildings that do no serve the main house used as dwelling units, offices, or the nominal work station of an employee shall not be exempt.

ARTICLE 8

8. New Structures and Lots:

8.1 Structure numbers will be assigned to each new lot, tract, or building site on the original drawings of a final subdivision plat, manufactured home rental community, planned unit development, or any other plan requiring the approval of the Waller County Commissioners Court.

8.2 RV Parks will receive structure numbers for permanent structures within the facility. RV slips will not be issued addresses, but will maintain a visible lot number marking from the road it fronts.

8.3 No development permit, permit to construct a septic system, or access driveway facility for any new, remodeled, or repaired structure will be issued by any department of Waller County following the implementation of these Regulations in the affected area of Waller County until the owner, developer, or builder has procured an official structure number from the Waller County 9-1-1 Rural Addressing Department. Final approval for any certificate of compliance or certificate of occupancy, or for any principal building erected or repaired, or for any use requiring said number, shall be withheld until permanent and appropriate numbers have been displayed in accordance with the standards laid out in these Regulations.

ARTICLE 9

9. Utility Company Compliance:

9.1 Following the implementation of these Regulations in Waller County, all utility services regulated by the Texas Public Utility Commission, or any utility cooperative service organization, may withhold services from any building, as long as it is practical, until the owner, occupant, person in charge, or other requesting party has furnished the utility with a valid structure number issued by the Waller County Rural 9-1-1 Addressing Department.

ARTICLE 10

l 0. Implementation by Waller County Commissioners Court:

l0.1 Every department and official under the jurisdiction of the Waller County Commissioners Court shall not render non-emergency services to the owner, occupant, person in charge, or requesting individual until a valid structure number has been provided, as necessary. Non-emergency services include any service provided by the Waller County government except fire, rescue, law enforcement, or emergency medical services.

ARTICLE 11

11. Penalties:

11.1 Any person, corporation, or enterprise who does anything prohibited by these Regulations, as it exists or as it may hereafter be amended, or any person, corporation, or enterprise who fails to do anything required by these Regulations, as it exists or as it may hereafter be amended, shall be guilty of a Class C misdemeanor.

ARTICLE 12

12. Applicability:

12.1 The naming standards contained herein apply to public roads located wholly or partly in unincorporated areas of Waller County.

12.2 The address number and sign standards contained herein apply to property located in unincorporated areas of Waller County.

ARTICLE 13

13. Variances by Waller County Commissioners Court:

13.1 The Commissioners Court of Waller County, may by written order passed in court grant variances from these Regulations.

13.2 Any person who wishes to receive a variance to the 911 Addressing Standards must apply to the 911 Addressing Coordinator, who shall request it be placed on the agenda of the Court with a recommendation whether the variance should be granted or not.

13.3 The decision of the County Commissioners Court to grant or deny a variance is at its sole discretion.

ARTICLE 14

14. Effective Date and Repeals:

a. These Regulations shall take effect immediately upon adoption.

b. All previous resolutions or regulations, and parts of previous resolutions or regulations, in conflict with these Regulations are repealed upon enactment of these Regulations.

ATTACHMENT # I

STANDARDS

Previous regulations for naming roads and assigning structure address numbers adopted with Waller County, Texas, Commissioners Court, including the Resolution dated April 14, 1997, and replaced by Resolution dated September 2, 2020, and replaced by Regulations adopted on June 7, 2023, are replaced by these Regulations adopted on January ##, 2025.

ASSIGNING STREET NAMES

The following objectives should be considered in proposing and assigning street/roadway names: (I) duplicate names will be prohibited, based on the definition of a duplicate name given in these Regulations /Attachment; and (2) a simplistic approach to naming will be followed to ensure continuity with existing types of names.

A master street list will be maintained by the Waller County 9-1-1 Rural Addressing Department and the Waller County Commissioners Court. All street names must be presented to these agencies for review and approval prior to official acceptance of the proposed naming.

STREET TYPE OR THOROUGHFARE DESIGNATIONS

The use of thoroughfare designations as a locational device is a simple method providing a uniform designation of streets of different types in the same jurisdiction. Street type, or thoroughfare designation is not required, but if it is used it must conform to the definitions that follow.

BOULEVARD - A street divided by a landscaped center island. A street with a median reflecting the boulevard character implied in the name.

COURT - Permanently closed street such as a cul-de-sac. A minor street less than five hundred (500) feet in length, ending in a turnaround.

DRIVE- Winding thoroughfares. Roads that meander about and continue through to other rights-of-way.

HIGHWAY - Designated state or federal highway. United States Routes are designated as highways.

INTERSTATE- Roads of the highest order, characterized by limited access, wide right-of-way, prohibited adjacent to development, and with through-traffic preference.

LANE - Secondary roads connecting with each other. Reduced right-of-way branching from courts, places, or ways.

LOOP and CIRCLE - Circles are short streets that return to themselves. Circular or semicircular roads. Loops could be short drives that begin and end in the same street.

PARKWAY - A special scenic route or park drive, generally designated by a name.

PATH-A minor local street running in a diagonal direction.

PIKE - State primary-numbered roads.

PLACE- A cul-de-sac or permanent dead-end road. May indicate the direction and to some extent the location of minor or dead-end streets lying between thoroughfares.

ROAD - Limited thoroughfares that are frequently used, have heavy traffic volume, and run in any direction.

STREET and AVENUE - A basic principle is that streets and avenues run in different directions. Streets run north and south, and avenues run east and west, but this may be reversed as long as a uniform designation is followed within the same jurisdiction.

TRAIL - Any curvilinear street. A diagonal local street serving as a collector for one or more local thoroughfares.

WAY - Diagonal streets less than 1,000 feet in length. A minor street that changes direction or begins and ends on the same thoroughfare.

The use of thoroughfare designations alone to facilitate locational access will be inadequate in all but the smallest of communities. But the use of designations within these standardized applications will be beneficial.

USE OF ABBREVIATIONS
For Street Type or Thoroughfare Designations

The United States Postal Service standard abbreviations will be followed. Refer to: Publication 28, USPS May 1990, "Postal Addressing Standards."

PRIMARY NAME LIMITATIONS

Multiple names with the same primary name are limited to six (6) occurrences (i.e.: Oak Way, Oak View, Oak Tree, Oak Hill, etc.)

PRIVATE ROADS

All private roads with five (5) or more multiple family/business structures must be named and have specific addresses assigned to each structure. If the private road has only a single structure, and the entrance to the private road is from a named road, then the private road will be treated as a driveway, and an address assigned at the drive with the street name being that of the named road. If a private road with no structures leads to one or more private roads with multiple structures, then the private road must be named.

DUPLICATE STREET DEFINITION

Duplicate streets will not be allowed as defined in the following examples because a duplicate street name can cause confusion as to the correct location of an emergency and significantly delay response time. The United States Postal Service Guidelines for Street Name Request and Verification for Duplications (see Attachment 2) will also be adhered to. A duplicate name can prohibit proper routing of calls.

A DUPLICATE STREET is a street that can be defined as a street that has the same name as another street and matches the description in one or more of the following cases:

CASE 1: Street name sounds alike, yet, is spelled differently and is in an area served by the same Law Enforcement, Fire, and EMS agencies, or ZIP Code, or Telephone Exchange. (e.g.: KATHY LANE-vs- CATHY LANE; WILD WOOD DRIVE-vs- WILDWOOD DRIVE)

CASE 2: Street name is plural. (e.g.: GREEN PASTURE ROAD -vs- GREEN PASTURES ROAD)

CASE 3: Street has the same primary name, yet is has #1, #2, #3, A, B, C, etc., as a suffix. (e.g.: COUNTY ROAD 214 -vs- COUNTY ROAD 214A)

CASE 4: Street is within the same Postal Delivery Office and may span numerous zip codes and has the same primary name with a no-distinguishable suffix, or has a suffix omitted. (e.g.: LAKEVIEW ROAD -vs- LAKEVIEW DRIVE; MAIN -vs- MAIN STREET)

CASE 5: Street is within a different Postal Delivery Office from the potential duplicate street, however, both streets are serviced by the same Law Enforcement, Fire, and EMS agencies.

CASE 6: Street is not contiguous, or does not connect and make a continuous street. (e.g.: SMITH ROAD is intersected by Interstate 10, however, there is no underpass or overpass connecting the two segments of road)

CASE 7: Street has a directional. These are often confusing if the direction is omitted in request for service, and can result in emergency services being dispatched to the wrong location. (e.g.: 420 NORTH MAIN-vs-420 SOUTH MAIN)

STREET NAME CHANGES

Proceedings should be initiated by either a petition of the directly affected property owners or a public official of the jurisdiction in which the street is located. The following reasons should be adopted for which a request for change will be considered:

Technical: To establish continuity; eliminate duplications; correct misspelling; enhance ease of location; improve coherence of street numbering system; or provide a needed roadway designation such as 'circle' or 'loop'.

Neighborhood Enhancement/Recognition: To recognize a person or organization; to favor neighborhood association with its location, history, or area characteristics.

ASSIGNING STREET/STRUCTURE NUMBERS

General Principles of Numbering:

Principle 1: The building numbers on parallel streets should be comparable. This implies that numbers on any one street should progress in the same direction as numbers on parallel streets.

Principle 2: Property numbering should be uniform, based on street frontage.

Principle 3: Numbering should be consecutive.

Principle 4: Even numbers will always be on one side of the street and odd numbers on the opposite.

Principle 5: The numbering system allows for expansion to accommodate future growth in the area.

U.S. POSTAL CONSIDERATIONS

The requirements and policies of the U.S. Postal Services will be considered, but Waller County Regulations (which add to but do not take away from) will be adhered to in street naming and house numbering. Reference Attachment #2. NUMBERING SYSTEM

The method of assigning numbers is based on the measurement of mileage distance along the road. The first step is to determine the point of origin for each read and consistently number in equal increments from that point of origin. This numbering system is based on relatively small, equal intervals and provides the capability to assign numbers as needed regardless of the lot size of the existing properties. Unimproved, vacant property is not to be assigned a number until there is something constructed upon it.

BLOCK LENGTH

The principal concerns are consistency, to the extent possible, and the ability to assign numbers in a flexible range of intervals, such as 8' to 25' lengths on block frontage. Existing addressing or road layouts may require adaption to a different block length in part of the area to be addressed. The recommended standard is ten (10) blocks per mile, or approximately 500 feet for a practical block length.

FRONTAGE INTERVAL

Assuming approximately 500-foot blocks, I 00 address numbers per block (50 separate numbers for each side) there is a potential for assigning a number every ten (10) foot.

EVEN AND ODD ASSIGNMENT OF ADDRESS NUMBERS

Even numbers are assigned to buildings on one side of the street and odd numbers to those on the opposite side of the street. If the project is extending on an existing road, follow the same numbering system on each side of the road. This should follow a pattern of even on the right and odd on the left. As you increment up, even numbers should always be on the right, and odd numbers should always be on the left.

CONFLICTING STREET NUMBERS

Any old, or previously assigned, number in conflict with the number given by the agency specified by the Court to maintain this system shall be removed and any person refusing or neglecting to remove the same shall be guilty of an offense.

WHERE and BY WHOM STREET NUMBERS ARE TO BE AFFIXED

13.2.1 To ensure uniformity and regularity in the numbering of structures, it shall be the responsibility of the owner of any structure fronting on a named road to place numbers on the structure in a non-conspicuous manner so that the number may be easily discernible from the opposite side of the street.

13.2.2 If any structure shall be located too far back from the street for a number on its front to be easily seen and read from the opposite side of the street, or the front of the structure is hidden, or the view obstructed by trees, plants, shrubbery, or other objects, then the number of such structure and premises shall be placed on a post, plank in a non-conspicuous part of the premises whereon the structure is located.

SIZE and SPECIFICATION FOR STREET NUMBERS

(A) Each street number shall be of any durable material
(B) The numbers shall be a minimum of four (4) inches in height.
(C) Street numbers may be on the driveway approach or curb. If the lot has no front driveway,

the numbers shall be centered on the lot.

OTHER NUMBERING GUIDELINES

Multi-unit structures such as duplex family homes should use individually addressed primary numbers whenever possible (Apartments, Shopping Centers, Warehouses will utilize suite numbers, with one primary address). Avoid primary street numbers longer than five (5) numerical numbers. Fractional addresses should not be allowed (e.g.: 101 ½ Maple). Do not use alphanumeric primary address numbers (e.g.: 103A Centerview). Do not use hyphenated primary, or secondary, address numbers (e.g.: 23-423 Lakeview). Avoid street numbers that are the next sequential even or odd number. (e.g.: 102 Elm, 104 Elm; if the assignment does not allow for division or development or adjacent properly- do not address buildings, address measured ground intervals).

SIGNAGE

A street sign and a residence or structure marker will complete a link between assigned addresses and location of structures. All named roads should have a sign. It is also recommended the following standards be met by all public and private road signs.

MATERIAL: Engineer grade reflective sheeting on aluminum

COLOR: White lettering on green background

SIZE & LETTERING: Shall comply with the standards issued by the Texas Department of Transportation in place at the time the signs are posted or replaced

VISIBILITY: The sign should be free of any bushes, limbs, etc., which would inhibit the clear view of the sign from the street.

PLACEMENT:

- Reflecting street signs shall be installed at all intersections and at other points where appropriate along the street.
- Signs shall be placed on approved metal posts eight (8) feet above the pavement in accordance with the Texas Department of Transportation standards and at the expense of the developer.

Any issue not answered in these standards shall be resolved using the guidelines presented in the "Addressing Handbook for Local Governments," by the Texas Advisory Commission on State Emergency Communications.

ATTACHMENT #2

UNITED STATES POSTAL SERVICE
HOUSTON, TEXAS 77209-932 l

GUIDELINES FOR STREET NAME REQUEST AND VERIFICATION FOR DUPLICATIONS:

l. Submit name of subdivision and a preliminary plat with locator showing street(s). Include with each request the name, address, and telephone number for the contact person.
2. List names of streets alphabetically, preferably typed or printed. (If more than five (5) names are submitted, number each).
3. A maximum for fourteen (14) names per subdivision with the same prefix or suffix may be used.

   [EXAMPLE]: Green Apple -or- Green Tree

   Oak Glen -or- Rocky Glen -or- High Glen

4. Specify whether the proposed name will have suffix. [EXAMPLE]: ST, RD, DR, CIR, etc. Suffix must be abbreviated on street signage.
5. Reserved street names must be placed on street signs exactly as they appear in the Master Reserve Street Listing (suffixes will be included).
6. Street names with the same sound in pronunciation, but with different spelling are not acceptable.
7. Street names that are offensive, libelous, or derogatory in spelling or pronunciation will not be permitted.
8. No more than fourteen (14) letters (including spaces) per street name requested will be permitted, including suffixes.
9. Street names will not be abbreviated.
10. Requests for street names will be made by either the government designee OR the developer, but not both.
11. Transfer of a reserved street name from one particular subdivision to another subdivision may be made by either the government designee, or developer by a request to the Address Information Systems Office.
12. All Departments: United States Postal Service, City and County-CPSB will verify all street names against the Master Reserve Street File of the USPS to avoid duplications.
13. Requests for street name verification must be sent to:

    United States Postal Service Address
    Information Systems
    P.O. Box 250001
    Houston, Texas 77202-9321

14. Street names placed in reserve will be held for three (3) years from the date of approval.
15. Developers/engineers will be notified of purged street names prior to the names being dropped from the USPS listing.

WALLER COUNTY

Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Infrastructure Development Plan of RV Resort @ Walnut

Date: Creek March 19, 2025

Background

IDP name: RV Resort @ Walnut Creek

Applicant: Mitchell Sanders Cassandra Sanders

Owner/Developer: Cabins @ Walnut Creek / Mitchell Sanders, Cassandra Sanders

Location: 31406 Kyle Dr. Waller TX 77484

Description: Mitchell Sanders is requesting IDP approval for the proposed development, The Cabins at Walnut Creek, which has been designed in compliance with Waller County standards and requirements.
Mitchell Sanders has built and operated high-end resort ranch-style properties, including but not limited to JB Hunt's Bighorn Lodge & Outback Ranch in Southwest Missouri and John Draper's Bear Mountain Ranch near Steamboat Springs, Colorado. He understands the importance of maintaining high standards for the benefit of the community.
The proposed gated RV resort amenities include:

- Wi-Fi
- Trash pickup
- Dog park with a dog washing station
- Fishing
- Lagoon swimming pool with a travertine pool deck
- Double bathhouse
- Palapa
- Outdoor kitchen
- Fitness center

- Business center / small RV store for last-minute maintenance stocked inventory
- Clubhouse with billiards table, shuffleboard, kitchenette/bar area, sitting and gaming tables, fireplace with a sitting area, and large screen TVs
- Laundry facility with vending machines
- Maintenance building
- The Cajun Cook Shack for crayfish boils and BBQs—a great place for guests to reserve for cooking and parties
- Two luxury cabins
- Lodge

Additionally, the wet retention ponds will be stocked, and the grounds and upscale RV lots will be impeccably manicured where necessary. The treed areas will be maintained to state park standards. The paved roads will be lit for safety with rustic dawn-to-dusk lantern-style fixtures.

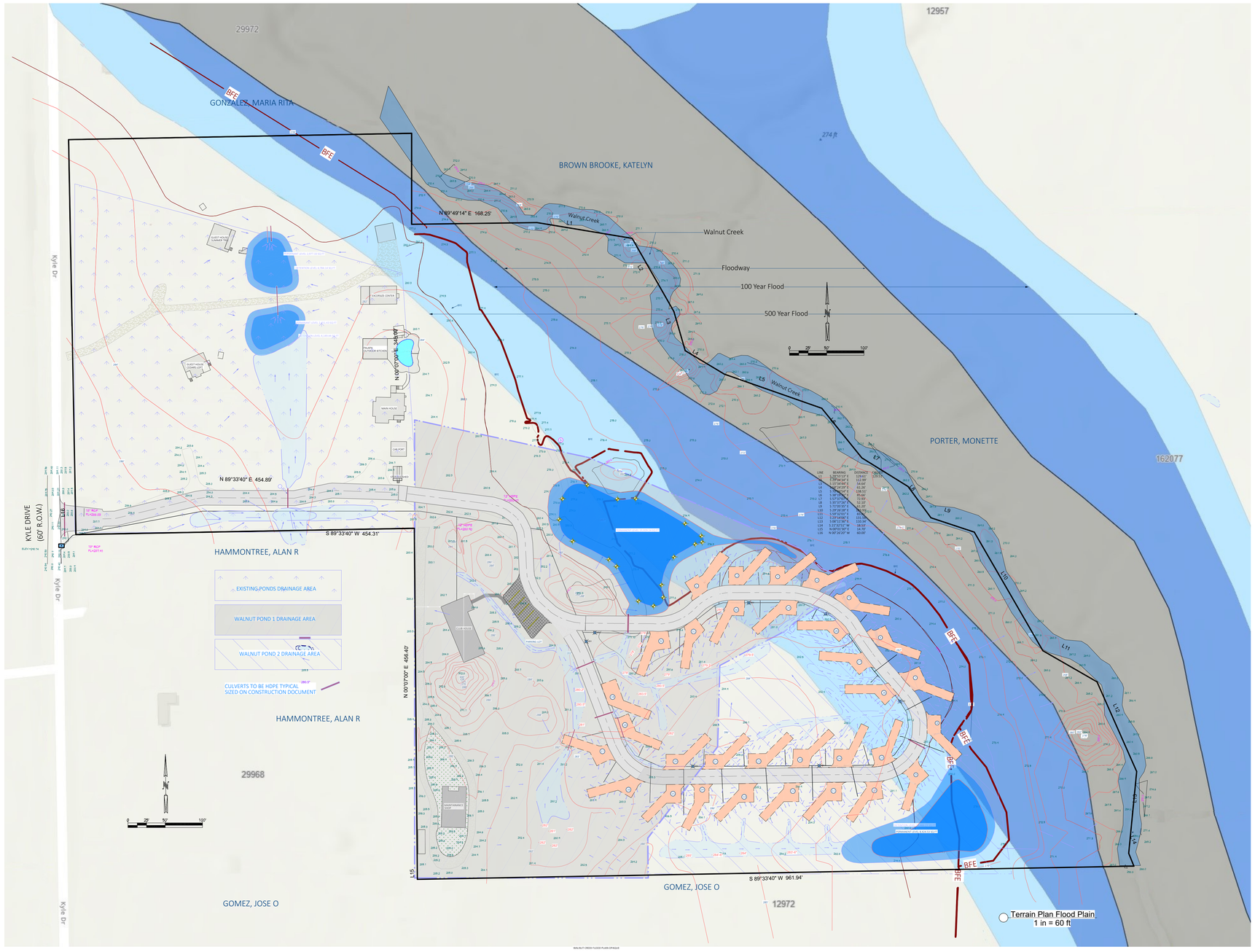
The property will be operated by the owners, management, staff, and security to ensure a safe, secure, and memorable stay at The Resort at Walnut Creek.

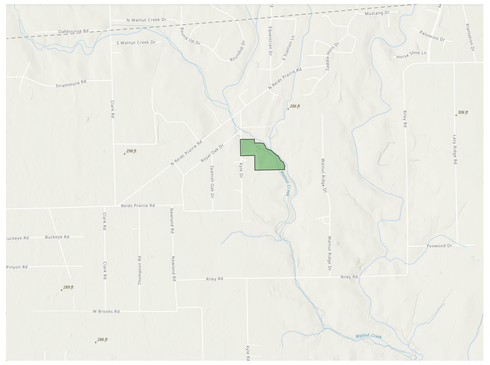
Staff Recommendation

For IDP Approval

Preliminary Design

Not for Construction





PROJECT BENCHMARK:
RM BL1869 ELEV: 231.30 (NAVD 1988, 2001 ADJ)
FLOODPLAIN REFERENCE MARK NUMBER BL1869 IS A BRASS DISK LOCATED 1.0 MI SOUTH FROM
MAGNOLIA. 0.1 MILE SOUTHWEST ALONG FIFTH STREET FROM THE CROSSING OF MAGNOLIA CONROE ROAD
AND THE MISSOURI PACIFIC RAILROAD IN MAGNOLIA, THENCE 0.15 MILE SOUTHEAST ALONG COMMERCE
STREET, AND THENCE 0.75 MILE SOUTH ALONG NICHOLS SAW MILL ROAD. SET AT THE SECOND POLE
SOUTH OF A LINE CROSSING THE ROAD, 322.5 FEET NORTH OF A PRIVATE DRIVE LEADING WEST TO A
SMALL ONE STORY WHITE HOUSE, 226 FEET SOUTH OF A PRIVATE DRIVE LEADING EAST TO A ONE STORY
HOUSE, 46.5 FEET WEST OF THE CENTERLINE OF NICHOLS SAW MILL ROAD, 2 FEET NORTH OF THE
POWER POLE, AND 1.0 FOOT EAST OF THE WESTERLY RIGHT OF WAY FENCE. DISK IS SET LEVEL WITH
THE GROUND, ACCESS TO WHICH IS HAD THROUGH A 4 INCH PLASTIC SCREW PLUG.

TEMPORARY BENCHMARK
ELEV: 290.74 (NAVD 1988, 2001 ADJ)
MAG NAIL IN CENTERLINE OF KYLE DRIVE CENTERED WITH THE GRAVEL DRIVEWAY OF THE SUBJECT
PROPERTY.

Deed Document # Owner name Property ID
2404096 BROWN BROOKE KATELYN 12957
1501735 GONZALEZ MARIA RITA 29972
2109478 SANCHEZ MARIA ANGELA 30016
2109478 SANCHEZ MARIA ANGELA 30015
2202389 PUGLISI GERALD SR 30014
Vol. 730 Pg. 047 HAMMONTREE ALAN R 29969
Vol. 730 Pg. 047 HAMMONTREE ALAN R 29968
2313833 GOMEZ JOSE O 29967
2313833 GOMEZ JOSE O 12972
Vol. 567 Pg. 206 NELSON THOMAS & KAREN 162075
1705870 PORTER MONETTE 162077

LEGEND

Geological
- Approximate High Bank

Road, & Parking
- Sign

Public and Personal
- Handicap
- Mail Box

Buildings & Surfaces
- Concrete
- Wood Deck
- Covered Area
- Asphalt
- Gravel

Electric Supply Legend
- Power Pole
- Light Pole
- Electric Meter
- Street Light
- Electric Box
- 50 Amp RV Power Pedestal w/Integrated Meter
- 1000 Amp Service Panel
- 200 Amp Service Panel
- 400 Amp Service Panel
- Telephone Pedestal
- Wifi
- Cable Pedestal
- Overhead Utility Lines
- Underground Utility Lines
- Guy Anchor
- Survey Anchor Marker
- Bearing Marker
- Roads Curves Radius Point
- Road Edge Marker
- Road Center Marker

Water, Septic, & Gas
- Main Water Meter
- Shutoff Valve
- Water Well
- Hose Bib
- Water Hookup
- Backflow Valve
- Irrigation Control Valve
- Sanitary Manhole
- Sanitary Hookup
- Clean Out
- Grate Inlet
- Septic Lid
- Gas Meter
- Gas Valve
- Fire Hydrant
- Storm Manhole

FF = Finished Floor BC = Back of Curb
GU = Gutter CMP = Corrugated Metal Pipe
RCP = Reinforced Concrete Pipe
PVC = Polyvinyl Chloride Pipe
CPP = Corrugated Plastic Pipe
HDPE = High-Density Polyethylene Pipe
TBM = Temporary Benchmark
SAN MH = Sanitary Sewer Manhole
STM MH = Storm Sewer Manhole
B.L. = Building Line
U.E. = Utility Easement
A.E. = Aerial Easement
D.E. = Drainage Easement

NOTES:
1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SUBDIVISION PLAT NAMED BELOW, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.

2. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY STEWART TITLE OF MONTGOMERY, SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED SUBJECT PROPERTY.

3. THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED BELOW FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.

5. SUBJECT TO THE RESTRICTIVE COVENANTS AS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED ON DEC. 9, 2024, UNDER G.F. NO. 24-3990-KE.

6. SUBJECT PROPERTY IS LOCATED IN ZONE "X", "X"(SHADED), "AE" & "AE" FLOODWAY BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP NO. 48473C 0075E, DATED 2-18-09 FOR WALLER COUNTY, TEXAS. (ZONE "AE" BFE 277.9 FIS PROFILE) (ZONE X-500 BFE 278.9 FIS PROFILE)

7. RIGHT-OF-WAY EASEMENT AS RECORDED IN VOL. 246, PG. 12 D.R.W.C. (AS TO THE 0.63 ACRE RESERVE)

8. RIGHT-OF-WAY EASEMENT AS RECORDED IN VOL. 596, PG. 488 D.R.W.C. (AS TO THE 0.63 ACRE RESERVE)

9. RIGHT-OF-WAY EASEMENT AS RECORDED IN VOL. 651, PG. 463 D.R.W.C. (AS TO LOTS 23 & 24)

LINE	BEARING	DISTANCE	CALLED
L1	S 79°51'13" E	129.61'	129.51'
L2	S 29°04'34" E	112.99'	
L3	S 15°34'44" E	54.64'	
L4	S 58°24'29" E	61.26'	
L5	S 70°04'54" E	138.51'	
L6	S 38°19'21" E	85.66'	
L7	S 57°37'07" E	72.93'	
L8	S 35°37'26" E	52.10'	
L9	S 71°05'35" E	61.20'	
L10	S 29°26'28" E	183.93'	
L11	S 59°32'01" E	83.81'	
L12	S 23°14'06" E	131.56'	
L13	S 06°11'36" E	110.34'	
L14	S 21°32'51" W	18.53'	
L15	N 00°01'30" E	14.70'	
L16	N 00°26'20" W	60.00'	

James A. Babb PE LLC F20260 02-26-2025
Supervising Engineer

Base Flood Elevation (BFE) = 277.9'

Base Flood Elevation (X-500 BFE) = 278.9'

Topo with Walnut Creek Flood Plain Overlays

Not for Construction Sheet: ARCH E1 (30" x 42")

Print Date 3/6/2025, 10:56:34 AM

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Engineer of Record
James A. Babb PE LLC F20260
Not for Construction

Building Technologies
Design • Engineering • Building Science
Joe Sanders joe@islandwooddesign.com

FLOOD PLAINS OVERLAY

RV Resort @ Walnut Creek
Mitch and Cassie Sanders
31408 Kyle Drive
Waller County, Texas 77484

REVISION
3/6/2025
10:56:34

SHEET NUMBER
C-3

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
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 Schaumburg & Polk, Inc.**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Pitts Road from approximately Lakes of Katy Lane to Clay 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 **$1,065,378.81** 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 **$184,602.17** 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 **$1,249,980.98** 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. Time of Performance

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. Delays and Damages

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. Compliance with Laws

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 EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (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 Mark Dessens, Schaumburg & Polk, Inc., 11767 Katy Freeway, Suite 900, Houston, TX 77079, 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 after 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 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. Successors and Assigns

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. Independent Engineer

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. Additional Statutory Requirements. Certain State Law Requirements for Contracts. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 above written.

COUNTY:	ENGINEER:
WALLER COUNTY	Schaumburg & Polk, Inc.
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Mark Dessens
_____	_____
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 $1,249,980.98 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Pitts Road

The proposed improvements include the widening of Pitts Road for 0.72 miles from Lakes of Katy Lane to the Pitts Road/Clay Road intersection. The project also includes the northern transition from the intersection to existing Pitts Road as well as a traffic signal at the intersection, if warranted. The project entails the widening of the existing two-lane asphalt road with roadside ditches to a four-lane curb and gutter road with sidewalk on one side.

The City of Katy designed and constructed Pitts Road from Morton Road to Skiers Crossing Drive. Currently, the City of Katy is designing Pitts Road from Skiers Crossing Drive to Lakes of Katy Lane. The project is in preliminary design phase. At Lakes of Katy Lane, Schaumburg & Polk, Inc. is to either tie-in to the existing Pitts Road or to the proposed Pitts Road designed by City of Katy. This will be determined as the project moves forward.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development. Schaumburg & Polk, Inc. will meet with LJA at least monthly to discuss the progress of the project and schedule milestones.
- The Engineer shall coordinate with Harris County and City of Katy and prepare permit applications for approval.
- The Engineer shall coordinate with the governing drainage district (Brookshire Katy Drainage District and Harris County Flood Control District).
- The Engineer to review and provide necessary comments for permit applications made to the County in the project's vicinity within 48 hours.
- The Engineer shall coordinate with local permitting agencies.
- The Engineer shall coordinate with existing and future development.
- Coordination with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate to be completed by the Program Manager. Schaumburg & Polk, Inc. to provide assistance with exhibits and other documents as needed. Schaumburg & Polk, Inc. to communicate with these entities/landowners to determine viable options when necessary.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.

- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County Engineering Design Manual, and Fort Bend County standard details. The proposed traffic signal design will be performed per Harris County standards and design criteria since the proposed traffic signal will be maintained by Harris County.
- KMZ to be included with milestone submittals.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase, including SUE QL C. Survey will be performed by TNP, Inc. See Exhibit No. 1 for detailed scope of work.
- Perform detailed SUE QL A, B and D for the detailed design phase. SUE services will be performed by Pape-Dawson Engineers. See Exhibit No. 2 for detailed scope of work.
- Perform geotechnical evaluation for pavement or structural design in the final design phase. Geotechnical services will be performed by B2Z Engineering. See Exhibit No. 3 for detailed scope of work.
- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase. Environmental services will be performed by Consor. The environmental scope of work will include the following:
    - The environmental constraints evaluation will be for a study corridor of approximately 500 feet on each side of the existing ROW.
    - Obtain and review the most recent available data for natural resources, cultural resources, land use, locations of public resources, gas pipeline and well information, water wells, and ASTM third-party hazardous materials database search.
    - A limited “windshield” field reconnaissance will be conducted to verify data and identify other environmental concerns.
    - An environmental constraints map will be prepared at a reasonable scale, and a brief letter report (or as part of the PER) summarizing the environmental review. The report will include a regulatory and analysis framework, methods, results, conclusions, and recommendations.
    - A supplemental scope of work may be required for environmental field surveys and to determine any required approvals to proceed to the final design phase.
    - A supplemental scope of work may be required to conduct thorough background archeological literature and records research and coordination with the Texas Historical Commission for concurrence of findings.
    - Additional assumptions (quantity of meetings, etc.) are included in Consor’s fee schedule.

Scope of Services
Pitts Road

- Present a schematic roll plot for each alternative with horizontal and vertical alignments. Schaumburg & Polk, Inc. will present the schematic roll plot(s) at the PER meeting.

- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE). Sight triangles and UVEs will be performed by TEDSI. See Exhibit No. 4 for detailed scope of work.

- Evaluate ROW requirements for roadway based on preliminary cross sections. Cross sections will be cut every 100 ft and other intermediate locations as required to show significant changes.

- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager. Pape-Dawson Engineers will prepare the utility conflict list. See Exhibit No. 2 for detailed scope of work.

- Provide Signal Warrant analysis. TEDSI will prepare the Signal Warrant analysis. See Exhibit No. 4 for detailed scope of work.

- Perform a Drainage Analysis in the preliminary design stage to include the following:

    - Identify the ultimate project outfalls and evaluate ROW requirements
    - Define drainage boundaries for the project
    - Size crossing using HEC-RAS and/or HY-8
    - Provide existing vs proposed flows, analyze detention volume requirements
    - Identify options for storage method and location of detention volume

- Provide Drainage Report.

- Provide updated construction cost estimates based on the preliminary design.

- Provide Preliminary Engineering Report (PER, draft and final). The PER will include the following appendices:

    - PER review meeting minutes
    - Project Location Map
    - Alignment Exhibit showing ultimate configuration
    - Flood Insurance Rate Map
    - Preliminary Drainage Area Map
    - Sight Triangle Exhibit
    - Right-of-Way Exhibit
    - Cost Estimate
    - Utility Conflict Table and utility correspondences
    - 30 percent plans (typical sections, plan and profile sheets, traffic control plan)
    - Reports (Drainage Study, Geotechnical Report, Environmental Report, Traffic Signal Warrant Study)

- Attend PER meeting at Waller County facility.

- Provide M&Bs for ROW taking after design is finalized at PER meeting. ROW documents will be prepared by TNP Inc. See Exhibit No. 1 for detailed scope of work.

3. Final Design

- Construction drawings will be prepared on 11”x17” sheets.
- LONOs from utilities will be obtained by the Program Manager as well as to ensure that utilities are relocated prior to bidding. Schaumburg & Polk, Inc. to provide assistance with exhibits and other documents as needed.
- Obtain final permitting approvals from Harris County and City of Katy prior to bidding.
- It is expected that individual environmental permits will not be needed for this project. If it is determined that individual permits are required during preliminary engineering phase, the Engineer will provide an amendment to the scope of work and fee schedule.
- Prepare project title sheet and index sheet.
- Prepare HCED Review Sheet and Harris County Flood Control Review Sheet.
- Prepare General Notes sheets.
- Prepare horizontal alignment data.
- Prepare typical sections.
- Prepare roadway plan and profile sheets to include existing topo, proposed roadway, proposed storm sewer and hydraulic grade line.
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare hydrologic and hydraulic data summary sheet.
- Prepare culvert layout sheets with hydrologic and hydraulic data.
- Prepare cross sections and plan and profile sheets for outfall(s), channel and/or detention pond.
- Prepare storm sewer lateral sheets.
- Prepare drainage and roadway standard details.
- Prepare drainage area maps.
- Prepare signing and striping sheets and standard details.
- Prepare signalization sheets and standard details. TEDSI will prepare the traffic signal sheets. See Exhibit No. 4 for detailed scope of work.

- Prepare traffic control plans and standard details.
- Prepare air bridge or Zero load slab details for projects crossing pipelines. Air bridge or Zero load slab will be designed by Linfield, Hunter & Junius, Inc. See Exhibit No. 5 for detailed scope of work.
- Prepare erosion control sheets and standard details.
- Prepare survey control maps. Survey control maps will be prepared by TNP Inc. See Exhibit No. 1 for detailed scope of work.
- Prepare driveway summary sheet.
- Prepare intersection layouts.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Bid/Construction Phase Services

- Provide administrative documents.
- Attend pre-bid meeting.
- Respond to questions from bidders.
- Attend preconstruction meeting.
- Attend field meetings and make visits to site.
- Calculate quantities and assist the County Engineer in preparing change orders.
- Review and approval of shop drawings.
- Review and approval of forming details.
- Respond to requests for information (RFIs).
- Answer general questions.
- Provide record drawings.

FEE SCHEDULE

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL														
DATA COLLECTION		12	8								20	NA	NA	NA
PROJECT MEETINGS	4	48	8	8							68	NA	NA	NA
HARRIS COUNTY/CITY OF KATY PERMITS	4	80	40	24							148	NA	NA	NA
RR COORDINATION											0			
COORDINATION WITH LOCAL AGENCIES (WALLER COUNTY, HARRIS COUNTY, CITY OF KATY, BROOKSHIRE KATY DRAINAGE DISTRICT, HARRIS COUNTY FLOOD CONTROL DISTRICT, PERMIT REVIEWS, TDLR/RAS REVIEW)	20	200	120								340	NA	NA	NA
INTERNAL QA/QC (PER, 30%, DRAINAGE REPORT, 70%, 95%, 100%)	46	44	24	72		60					246	NA	NA	NA
SURVEY COORDINATION	2	24	4	4		8					42	NA	NA	NA
SUE COORDINATION	2	24	4	4		8					42	NA	NA	NA
GEOTECH COORDINATION	2	12	2	2		2					20	NA	NA	NA
ENVIRONMENTAL COORDINATION	2	8	2			2					14	NA	NA	NA
TRAFFIC SIGNAL COORDINATION	2	20	2	10		8					42	NA	NA	NA
STRUCTURAL COORDINATION	2	14	4	8		4					32	NA	NA	NA
PROJECT ADMINISTRATION	16	160									176	NA	NA	NA
PRELIMINARY ENGINEERING (30%)											0			
FIELD SURVEYING (TNP)											0			
ENVIRONMENTAL CONTRAINTS EVALUATION (CONSOR)											0			
ALIGNMENT OPTIONS	2	12	12	44		12					82	NA	NA	NA
PREPARE SCHEMATIC ROLL PLOT	2	8	8	32		12					62	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES (TEDSI)											0			
PRELIMINARY CROSS SECTIONS (EVERY 100 FT)		12	8	40		12					72	Sheet	7	10
EVALUATE ROW REQUIREMENTS		8	8	16							32	NA	NA	NA
UTILITY COORDINATION (PDE)											0			
PERFORM A TRAFFIC STUDY											0			
SIGNAL WARRANT ANALYSIS (TEDSI)											0			
DRAINAGE ANALYSIS		12	100			32					144	NA	NA	NA
DRAINAGE REPORT		12	80			40					132	NA	NA	NA
CONSTRUCTION COST ESTIMATES		16	4	16		12					48	NA	NA	NA
PROJECT LOCATION MAP		2				6					8	Sheet	1	8
FEMA FLOOD INSURANCE RATE MAPS			1			2					3	NA	NA	NA
DRAINAGE AREA MAP (50 SCALE DOUBLE BANK)		2	8	6		20					36	Sheet	4	9
EXISTING TYPICAL SECTIONS		2		2		9					13	Sheet	1	13
PROPOSED TYPICAL SECTIONS		2	4	4		24					34	Sheet	2	17
PLAN AND PROFILE (ROADWAY/STORM SEWER)		20	20	86		57					183	Sheet	8	23
PRELIMINARY TRAFFIC CONTROL PLAN		72	16			24					112	Sheet	8	14
PREPARATION OF PER (DRAFT AND FINAL)	8	100	8	12							128	NA	NA	NA
PER MEETING	3	6	3								12	NA	NA	NA
PREPARATION OF M&B FOR ROW (TNP)											0			
FINAL DESIGN (70%, 95%, 100%)											0			
TITLE SHEET		2				4					6	Sheet	1	6
INDEX SHEET		4				8					12	Sheet	1	12
HCED REVIEW SHEET		8	4	6		14					32	Sheet	1	32
HARRIS COUNTY FLOOD CONTROL REVIEW SHEET		4	8	2		14					28	Sheet	1	28
GENERAL NOTES		7	4	2		4					17	NA	NA	NA
HORIZONTAL ALIGNMENT DATA		2		4		7					13	Sheet	1	13
EXISTING TYPICAL SECTIONS		2		3		6					11	Sheet	1	11
PROPOSED TYPICAL SECTIONS (INCLUDING CHANNEL AND/OR POND)		2	8	6		32					48	Sheet	3	16
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)		34		102		48					184	Sheet	8	23
ROADWAY DETAILS		2		10							12	NA	NA	NA
INTERSECTION LAYOUT (LAKES OF KATY LN, TIGE POINT DR, CLAY RD)		8	6	26		4					44	Sheet	3	15
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 100 FT)		12	12	46		25					95	Sheet	8	12
STORM SEWER PLAN AND PROFILES (50 SCALE)		8	20			50					78	Sheet	8	10
STORM SEWER LATERALS		4	10			26					40	Sheet	2	20
CULVERT LAYOUT SHEETS		4	20			40					64	NA	NA	NA
DRAINAGE DETAILS		2	6			16					24	NA	NA	NA
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)		2	8			20					30	Sheet	4	8
SIGNING AND STRIPING LAYOUTS (50 SCALE DOUBLE BANK)		32				16					48	Sheet	4	12
SIGNING AND STRIPING DETAILS		2				6					8	NA	NA	NA
SIGNALIZATION DETAILS (TEDSI)											0			
TCP LAYOUTS (50 SCALE DOUBLE BANK), INTERSECTION, AND NARRATIVE		108				28					136	Sheet	12	11
TCP DETAILS		5				2					7	NA	NA	NA
ILLUMINATION DETAILS											0			
PIPELINE STRUCTURAL DETAILS (LINFIELD)											0	NA	NA	NA

FEE SCHEDULE

SW3P LAYOUTS (50 SCALE DOUBLE BANK)		32				16					48	Sheet	4	12
SW3P DETAILS		5				2					7	NA	NA	NA
MISCELLENAEOUS DETAILS											0	NA	NA	NA
PREPARATION OF STANDARDS											0	NA	NA	NA
DETAILED CONSTRUCTION COST ESTIMATE		40	6	60		28					134	NA	NA	NA
PRODUCE PROJECT MANUAL		48	8	8		4				8	76	NA	NA	NA
BID/CONSTRUCTION PHASE SERVICES											0			
ADMINSTRATIVE DOCUMENTS	8	40	12	12						16	88	NA	NA	NA
ATTEND PRE-BID MEETING	2	4									6	NA	NA	NA
RESPOND TO QUESTIONS	4	40	12	12		16					84	NA	NA	NA
PRECONSTRUCTION MEETING	2	4									6	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	4	60	8	8		4					84	NA	NA	NA
PREPARATION OF CHANGE ORDERS	2	32	8	8		24					74	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	4	12	2	2		50					70	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS	2	12				24					38	NA	NA	NA
RESPOND TO RFIS	4	80	16	18		24					142	NA	NA	NA
ANSWER GENERAL QUESTIONS	4	40	16	16		24					100	NA	NA	NA
PROVIDE RECORD DRAWINGS	2	12	4	4		40					62	NA	NA	NA
HOURS SUB-TOTALS	155	1,647	696	745	0	980	0	0	0	24	4,247		93	
CONTRACT RATE PER HOUR	$300.00	$235.00	$195.00	$165.00	$100.00	$145.00	$100.00	$100.00	$100.00	$85.00			# OF SHEETS	
TOTAL LABOR COSTS	$46,500.00	$387,045.00	$135,720.00	$122,925.00	$0.00	$142,100.00	$0.00	$0.00	$0.00	$2,040.00	$836,330.00			
LABOR SUBTOTAL											**$836,330.00**			

OTHER DIRECT EXPENSES		# OF UNITS	UNIT	COST/UNIT							
Mileage		656	mile	$0.700							$459.20
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								$0.00
SUBTOTAL DIRECT EXPENSES											**$459.20**

SUMMARY		
TOTAL LABOR COSTS		$836,330.00
OTHER DIRECT EXPENSES		$459.20
TOTAL		**$836,789.20**

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION										0	NA	NA	NA
PROJECT MEETINGS										0	NA	NA	NA
TXDOT PERMIT										0	NA	NA	NA
RR COORDINATION										0	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES										0	NA	NA	NA
PROJECT ADMINISTRATION										0	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
DRAINAGE ANALYSIS										0	NA	NA	NA
DRAINAGE REPORT										0	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES										0	NA	NA	NA
ASSIST WITH PREPARATION OF PER										0	NA	NA	NA
ASSIST WITH PER MEETING										0	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
STORM SEWER PLAN AND PROFILES (50 SCALE)										0	NA	NA	NA
CULVERT LAYOUT SHEETS										0	NA	NA	NA
DRAINAGE DETAILS										0	NA	NA	NA
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)										0	NA	NA	NA
SW3P LAYOUTS (50 SCALE DOUBLE BANK)										0	NA	NA	NA
MISCELLENAEOUS DETAILS										0	NA	NA	NA
PREPARATION OF STANDARDS										0	NA	NA	NA
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE										0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL										0	NA	NA	NA
CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
RESPOND TO QUESTIONS										0	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS										0	NA	NA	NA
PREPARATION OF CHANGE ORDERS										0	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS										0	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS										0	NA	NA	NA
RESPOND TO RFIS										0	NA	NA	NA
ANSWER GENERAL QUESTIONS										0	NA	NA	NA
PROVIDE RECORD DRAWINGS										0	NA	NA	NA
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0		0	
CONTRACT RATE PER HOUR	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00			# OF SHEETS	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
LABOR SUBTOTAL										**$0.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage		mile								$0.00
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								$0.00
SUBTOTAL DIRECT EXPENSES										**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$0.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$0.00**

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION (12-HR TRAFFIC COUNTS & SPOT SPEED DATA)	1		2		8				1	12	NA	NA	NA
PROJECT MEETINGS	2		2							4	NA	NA	NA
TXDOT PERMIT										0	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	2		6							8	NA	NA	NA
PROJECT ADMINISTRATION	5								5	10	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES	2		4		5			9		20	NA	NA	NA
PERFORM A TRAFFIC STUDY										0	NA	NA	NA
SIGNAL WARRANT ANALYSIS	2		12		25			2	1	42	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES			3		3					6	NA	NA	NA
ASSIST WITH PREPARATION OF PER	1		4							5	NA	NA	NA
ASSIST WITH PER MEETING	1		2							3	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
SIGNALIZATION DETAILS	4	8	26		65			92	2	197	NA	6	33
ILLUMINATION DETAILS										0	NA	NA	NA
PREPARATION OF STANDARDS	1		2		2			4		9	NA	15	1
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1		4		4					9	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1		5							6	NA	NA	NA
CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
RESPOND TO QUESTIONS	2		2							4	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	3		3							6	NA	NA	NA
PREPARATION OF CHANGE ORDERS	1		2		3			6		12	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2		18							20	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS										0	NA	NA	NA
RESPOND TO RFIS	2		4							6	NA	NA	NA
ANSWER GENERAL QUESTIONS										0	NA	NA	NA
PROVIDE RECORD DRAWINGS	1		3		4			7		15	NA	NA	NA
HOURS SUB-TOTALS	34	8	104	0	119	0	0	120	9	394		21	
CONTRACT RATE PER HOUR	$350.91	$314.92	$256.44	$215.96	$175.46	$184.45	$160.00	$155.22	$130.46			# OF SHEETS	
TOTAL LABOR COSTS	$11,930.94	$2,519.36	$26,669.76	$0.00	$20,879.74	$0.00	$0.00	$18,626.40	$1,174.14	$81,800.34			
LABOR SUBTOTAL										**$81,800.34**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	105	mile	$0.625							$65.63
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								$0.00
SUBTOTAL DIRECT EXPENSES										**$65.63**

SUMMARY	
TOTAL LABOR COSTS	$81,800.34
OTHER DIRECT EXPENSES	$65.63
TOTAL	**$81,865.97**

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION		2			4					6	NA	NA	NA
PROJECT MEETINGS (Assume 6)	6									6	NA	NA	NA
PROJECT ADMINISTRATION	12									12	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
GEOTECH COORDINATION		2			4					6	NA	NA	NA
CONCRETE PROTECTIVE SLAB CALCULATIONS (ASSUME 8 LOCATIONS)	1	2	3		15					21	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES		2			4					6	NA	NA	NA
ASSIST WITH PREPARATION OF PER	1	2	4		16			32		55	Sheet	2	28
ASSIST WITH PER MEETING	2									2	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
CONCRETE PROTECTIVE SLAB DETAILS	1	2	4		16			32		55	Sheet	2	28
MISCELLENAEOUS DETAILS	1	2	4		16			16		39	Sheet	1	39
PREPARATION OF STANDARDS	1	2	4		12				6	25	NA	NA	NA
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1	3	6		8					18	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1	3	6		8				6	24	NA	NA	NA
CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
RESPOND TO QUESTIONS	1	1	2		4			4	1	13	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	8	8								16	NA	NA	NA
PREPARATION OF CHANGE ORDERS	1	1			2				1	5	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	1	2	4		16					23	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS	1	2	4		8					15	NA	NA	NA
RESPOND TO RFIS	1	2	2		4					9	NA	NA	NA
ANSWER GENERAL QUESTIONS	1	2	2		4					9	NA	NA	NA
PROVIDE RECORD DRAWINGS	2				8			8		18	NA	NA	NA
HOURS SUB-TOTALS	43	40	45	0	149	0	0	92	14	383		5	
CONTRACT RATE PER HOUR	$290.00	$230.00	$190.00	$145.00	$135.00	$220.00	$135.00	$125.00	$70.00			# OF SHEETS	
TOTAL LABOR COSTS	$12,470.00	$9,200.00	$8,550.00	$0.00	$20,115.00	$0.00	$0.00	$11,500.00	$980.00	$62,815.00			
LABOR SUBTOTAL										**$62,815.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	360	mile	$0.700							$252.00
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								$0.00
SUBTOTAL DIRECT EXPENSES										**$252.00**

SUMMARY	
TOTAL LABOR COSTS	$62,815.00
OTHER DIRECT EXPENSES	$252.00
TOTAL	**$63,067.00**

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SR ENV PLANNER	PROJECT ENV PLANNER	JR ENV PLANNER		GIS TECH			ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION / FIELD RECONNAISSANCE		2		20		16				38	NA	NA	NA
PROJECT MEETINGS (up to 4 meetings)		2	4	4						10	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES (up to 2 meetings)		2								2	NA	NA	NA
PROJECT ADMINISTRATION (up to 4 months)		6							12	18	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION (preparation of Constraints Map)		1	2	4		16				23	NA	NA	NA
PREPARATION OF PER (Environmental Constraints Report - up to 2 rounds of review)		1	6	24						31	NA	NA	NA
PER MEETING (assumes one in person meeting)		1								1	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL										0	NA	NA	NA
HOURS SUB-TOTALS	0	15	12	52	0	32	0	0	12	123		0	
CONTRACT RATE PER HOUR	$100.00	$276.00	$218.00	$117.00	$0.00	$133.00	$100.00	$100.00	$75.00			# OF SHEETS	
TOTAL LABOR COSTS	$0.00	$4,140.00	$2,616.00	$6,084.00	$0.00	$4,256.00	$0.00	$0.00	$900.00	$17,996.00			
LABOR SUBTOTAL										**$17,996.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage (.67 cents/mile)		mile	$67.00							$67.00
ASTM Haz Mat Search (based on land use density and length of project)		each	$800.00							$800.00
SUBTOTAL DIRECT EXPENSES										**$867.00**

SUMMARY		
TOTAL LABOR COSTS	$17,996.00	$17,996.00
OTHER DIRECT EXPENSES	$867.00	$867.00
TOTAL	**$18,863.00**	**$18,863.00**

Attachment A
Fee Schedule

PROJECT NAME: Waller County - Pitts Rd Project
CLIENT: Schaumberg & Polk, Inc. (SPI) (for Waller County)
PRIME CONSULTANT: Schaumberg & Polk, Inc. (SPI)
SUB-CONSULTANT: B2Z Engineering

Base Geo Proposal

B2Z ENGINEERING

	TASK DESCRIPTION	NO OF DWGS	PROJECT / SUPPORT MANAGER	GEOTECHNICAL ENGINEER	PROJECT ENGINEER	ENGINEER TECH	ADMIN/ CLERICAL	TOTAL HRS. & COSTS
	CONTRACT RATE PER HOUR (Loaded Rate)		**$ 245.39**	**$ 216.52**	**$ 162.39**	**$ 101.04**	**$ 83.00**	
FUNCTION CODE (110) – ROUTE AND DESIGN STUDIES								
110	Geotechnical Borings and Investigations							
	a). Manage, Coord., & Boring Log / Geo Data Creation							
	a-1). Management, Oversight, Invoicing, etc.				1			1
	a-2). Coordination of Field Activities				1			1
	a-3). Stake Borings/Utility Locates/Coord. - Eng. Tech					2		2
	a-5). Boring Log / Geo Data Creation				4		4	8
	b). Engineering & Evaluation of Data							
	b-1). Pavement Geo Parameter Analysis			2				2
	c). Geo Report							
	c-1). Geo Report/Memo (Data Report)			2	2	2	2	8
	c-2). Meetings/Addl. Coord. (Coord. Time w/ Client)		2					2
	HOURS SUB-TOTALS		2	4	8	4	6	24
	TOTAL LABOR COSTS		$ 490.78	$ 866.08	$ 1,299.12	$ 404.16	$ 498.00	$ 3,558.14
	SUBTOTAL FC 110							**$ 3,558.14**
FUNCTION CODE (160) – ROADWAY DESIGN CONTROLS								
160	Pavement Design (All) (incl Pavement Design Report - Rigid)		8	30	62	8	16	124
	HOURS SUB-TOTALS		8	30	62	8	16	124
	TOTAL LABOR COSTS		$ 1,963.12	$ 6,495.60	$ 10,068.18	$ 808.32	$ 1,328.00	$ 20,663.22
	SUBTOTAL FC 160							**$ 20,663.22**

UNIT COST - MATERIALS / TESTING (FC110)	TEST DESC	UNIT	QUANTITY	COST	TOTAL
Soil Boring (Solid Stem)		LF	60	$ 38.00	$ 2,280.00
Determining Moisture Content in Soil Materials	ASTM D 2216 / Tex-103-E	each	24	$ 12.00	$ 288.00
Atterberg Limits of Soils	ASTM D 4318 / Tex-104-106-E	each	16	$ 135.00	$ 2,160.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	ASTM D 1140 / Tex-111-E	each	16	$ 60.00	$ 960.00
Full Sieve Gradation & Hydrometer	ASTM D 422 / Tex-110-E	each	2	$ 90.00	$ 180.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	4	$ 95.00	$ 380.00
Lime Series Testing (pH Relation)	Tex-121-E Part III	each	2	$ 400.00	$ 800.00
SUBTOTAL UNIT COST - MATERIALS / TESTING					**$ 7,048.00**

UNIT COST - DIRECT EXPENSES (FC110)	UNIT	QUANTITY	UNIT	TOTAL
Traffic Control Services, Arrow Boards & Attenuator Trucks	DAY	1	$ 2,500.00	$ 2,500.00
Mobilization of Drilling Rig	DAY	1	$ 475.00	$ 475.00
Pavement Hole Patch for Bores in Rdwy (ACP Cold-Mix)	EA	4	$ 150.00	$ 600.00
SUBTOTAL UNIT COST - DIRECT EXPENSES				**$ 3,575.00**

SUMMARY	
TOTAL LABOR COSTS (FC 110)	**$3,558.14**
TOTAL LABOR COSTS (FC 160)	**$20,663.22**
TOTAL UNIT COST - MATERIALS / TESTING (FC 110)	**$7,048.00**
TOTAL UNIT COST - OTHER DIRECT EXPENSES (FC 110)	**$3,575.00**
GRAND TOTAL	**$34,844.36**

Attachment A
Fee Schedule

PROJECT NAME: Waller County - Pitts Rd Project Outfall Geo Proposal
CLIENT: Schaumberg & Polk, Inc. (SPI) (for Waller County)
PRIME CONSULTANT: Schaumberg & Polk, Inc. (SPI)
SUB-CONSULTANT: B2Z Engineering

	TASK DESCRIPTION	NO OF DWGS	PROJECT / SUPPORT MANAGER	GEOTECHNICAL ENGINEER	PROJECT ENGINEER	ENGINEER TECH	ADMIN/ CLERICAL	TOTAL HRS. & COSTS
	CONTRACT RATE PER HOUR (Loaded Rate)		**$ 245.39**	**$ 216.52**	**$ 162.39**	**$ 101.04**	**$ 83.00**	
FUNCTION CODE (110) – ROUTE AND DESIGN STUDIES								
110	Geotechnical Borings and Investigations							
	a). Manage, Coord., & Boring Log / Geo Data Creation							
	a-1). Management, Oversight, Invoicing, etc.				1			1
	a-2). Coordination of Field Activities				1			1
	a-3). Stake Borings/Utility Locates/Coord. - Eng. Tech					2		2
	a-5). Boring Log / Geo Data Creation				8		8	16
	b). Engineering & Evaluation of Data							
	b-1). Slope Stability Analysis			4	36			40
	c). Geo Report							
	c-1). Geo Report/Memo (Data Report)			4	12	4	4	24
	c-2). Meetings/Addl. Coord. (Coord. Time w/ Client)		4					4
	HOURS SUB-TOTALS		4	8	58	6	12	88
	TOTAL LABOR COSTS		$ 981.56	$ 1,732.16	$ 9,418.62	$ 606.24	$ 996.00	$ 13,734.58
	SUBTOTAL FC 110							**$ 13,734.58**

FUNCTION CODE (160) – ROADWAY DESIGN CONTROLS								
								0
	HOURS SUB-TOTALS		0	0	0	0	0	0
	TOTAL LABOR COSTS		$ -	$ -	$ -	$ -	$ -	$ -
	SUBTOTAL FC 160							**$ -**

UNIT COST - MATERIALS / TESTING (FC110)	TEST DESC	UNIT	QUANTITY	COST	TOTAL
Soil Boring (Solid Stem)		LF	120	$ 38.00	$ 4,560.00
Determining Moisture Content in Soil Materials	ASTM D 2216 / Tex-103-E	each	36	$ 12.00	$ 432.00
Atterberg Limits of Soils	ASTM D 4318 / Tex-104-106-E	each	24	$ 135.00	$ 3,240.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	ASTM D 1140 / Tex-111-E	each	24	$ 60.00	$ 1,440.00
Full Sieve Gradation & Hydrometer	ASTM D 422 / Tex-110-E	each	4	$ 90.00	$ 360.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	0	$ 95.00	$ -
Lime Series Testing (pH Relation)	Tex-121-E Part III	each	0	$ 400.00	$ -
Unconfined Compressive Strength	ASTM D 2166	each	4	$ 95.00	$ 380.00
Consolidated Undrained Triaxial	ASTM D 4767	each	4	$ 2,300.00	$ 9,200.00
Dispersive Characteristics of Clay (Crumb)	ASTM D 6572	each	4	$ 85.00	$ 340.00
Double Hydrometer	ASTM D 4221	each	4	$ 350.00	$ 1,400.00
SUBTOTAL UNIT COST - MATERIALS / TESTING					**$ 21,352.00**

UNIT COST - DIRECT EXPENSES (FC110)	UNIT	QUANTITY	UNIT	TOTAL
Traffic Control Services, Arrow Boards & Attenuator Trucks	DAY	0	$ 2,500.00	$ -
Mobilization of Drilling Rig	DAY	2	$ 475.00	$ 950.00
Pavement Hole Patch for Bores in Rdwy (ACP Cold-Mix)	EA	0	$ 150.00	$ -
SUBTOTAL UNIT COST - DIRECT EXPENSES				**$ 950.00**

SUMMARY	
TOTAL LABOR COSTS (FC 110)	**$13,734.58**
TOTAL LABOR COSTS (FC 160)	**$0.00**
TOTAL UNIT COST - MATERIALS / TESTING (FC 110)	**$21,352.00**
TOTAL UNIT COST - OTHER DIRECT EXPENSES (FC 110)	**$950.00**
GRAND TOTAL	**$36,036.58**

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
								0		
ABSTRACTING/PREPARE ABSTRACT MAP	2	4			4	12		22	N/A	N/A
PREPARE PRELIMINARY RIGHT-OF-WAY SHEETS	2	4			10	18		34	N/A	N/A
PREPARE PARCEL PLATS AND FIELD NOTES (Assume 8 ROW & 2 Esmt Docs)	4	24			12	24		64	10	
PREPARE FINAL RIGHT-OF-WAY SHEETS	3	10			6	12		31	N/A	N/A
HOURS SUB-TOTALS	11	42	0	0	32	66	0	151	0	
CONTRACT RATE PER HOUR	$310.00	$265.00	$265.00	$265.00	$155.00	$140.00	$100.00			
TOTAL LABOR COSTS	$3,410.00	$11,130.00	$0.00	$0.00	$4,960.00	$9,240.00	$0.00	$28,740.00		
% DISTRIBUTION OF STAFFING	7.28%	27.81%	0.00%	0.00%	21.19%	43.71%	0.00%			
SUBTOTAL FC 145								**$28,740.00**		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY - TASKS 1										
ROE LETTERS, TRACKING, REPORTS	1	1			1	4	12	19	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP	1	2			2	4		9	N/A	N/A
PREPARE CONTROL AND DATA SHEETS	1	2			1	4		8	2	
OBSCURED FEATURES, CULVERTS, VISIBLE UTILITIES	1	1			6	10		18	N/A	N/A
MERGE AND UPDATE DTM AND TIN FILES		1			6	10		17	N/A	N/A
MERGE AND UPDATE PLANIMETRIC FILES	1	1			8	8		18	N/A	N/A
MAPPING; DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, X-SECTIONS	1	2			10	18		31	N/A	N/A
HOURS SUB-TOTALS	6	10	0	0	34	58	12	120	0	
CONTRACT RATE PER HOUR	$310.00	$265.00	$265.00	$265.00	$155.00	$140.00	$90.00			
TOTAL LABOR COSTS	$1,860.00	$2,650.00	$0.00	$0.00	$5,270.00	$8,120.00	$1,080.00	$18,980.00		
% DISTRIBUTION OF STAFFING	5.00%	8.33%	0.00%	0.00%	28.33%	48.33%	10.00%			
SUBTOTAL FC 160 (150)								$18,980.00		
DESIGN SURVEY - TASK 3										
ROE LETTERS, TRACKING, REPORTS								0	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP								0	N/A	N/A
PREPARE CONTROL AND DATA SHEETS								0	2	
OBSCURED FEATURES, CULVERTS, VISIBLE UTILITIES						1		1	N/A	N/A
MERGE AND UPDATE DTM AND TIN FILES						1		1	N/A	N/A
MERGE AND UPDATE PLANIMETRIC FILES					1	1		2	N/A	N/A
MAPPING; DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, X-SECTIONS	1	1			1	1		4	N/A	N/A
HOURS SUB-TOTALS	1	1	0	0	2	4	0	8	0	
CONTRACT RATE PER HOUR	$310.00	$265.00	$265.00	$265.00	$155.00	$140.00	$90.00			
TOTAL LABOR COSTS	$310.00	$265.00	$0.00	$0.00	$310.00	$560.00	$0.00	$1,445.00		
% DISTRIBUTION OF STAFFING	12.50%	12.50%	0.00%	0.00%	25.00%	50.00%	0.00%			
SUBTOTAL FC 160 (150)								$1,445.00		

FEE SCHEDULE

DESIGN SURVEY - TASK 4										
ROE LETTERS, TRACKING, REPORTS								0	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP								0	N/A	N/A
PREPARE CONTROL AND DATA SHEETS								0	2	
OBSCURED FEATURES, CULVERTS, VISIBLE UTILITIES					1	1		2	N/A	N/A
MERGE AND UPDATE DTM AND TIN FILES					1	1		2	N/A	N/A
MERGE AND UPDATE PLANIMETRIC FILES					1	1		2	N/A	N/A
MAPPING; DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, X-SECTIONS	1	1			1	1		4	N/A	N/A
HOURS SUB-TOTALS	1	1	0	0	4	4	0	10	0	
CONTRACT RATE PER HOUR	$310.00	$265.00	$265.00	$265.00	$155.00	$140.00	$90.00			
TOTAL LABOR COSTS	$310.00	$265.00	$0.00	$0.00	$620.00	$560.00	$0.00	$1,755.00		
% DISTRIBUTION OF STAFFING	10.00%	10.00%	0.00%	0.00%	40.00%	40.00%	0.00%			
SUBTOTAL FC 160 (150)								$1,755.00		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	11	42	0	0	32	66	0	151	$28,740.00
Design Survey Task 1, 3 & 4	8	12	0	0	40	66	12	138	$22,180.00
SUBTOTAL LABOR EXPENSES	19	54	0	0	72	132	12		$50,920.00

UNIT COSTS	# OF UNITS	Crew COST/UNIT	UNIT				
FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS - ROW	30	$ 200.00	HOUR				$6,000.00
SET ROW MONUMENTS AND PARCEL CORNERS - ROW	30	$ 200.00	HOUR				$6,000.00
ESTABLISH HORIZONTAL AND VERTICAL CONTROL - Task 1	24	$ 200.00	HOUR				$4,800.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA - Task 1	60	$ 200.00	HOUR				$12,000.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA - Task 3	4	$ 200.00	HOUR				$800.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA - Task 4	5	$ 200.00	HOUR				$1,000.00
	153						**$30,600.00**
SUBTOTAL UNIT COSTS							

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	920	$0.70	mile				$644.00
Certified Letter Return Receipt	8	$5.00	each				$40.00
Standard Postage	0	$0.62	each				$0.00
Deed Copies	26	$1.00	sheet				$26.00
							$710.00
SUBTOTAL DIRECT EXPENSES							

SUMMARY	Total	ROW	Design
TOTAL COSTS FOR SUR ONLY	$50,920.00	$28,740.00	$22,180.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$30,600.00	$12,000.00	$18,600.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$710.00	$260.00	$450.00
TASK 2 - DETENTION POND SURVEY (OPTIONAL)	$3,500.00		$3,500.00
GRAND TOTAL	$85,730.00	$41,000.00	$44,730.00

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
Utility Engineering															
Utility Base Layout	2				24	24	8						58	N/A	N/A
Utility Coordination Meetings	24					20	48						92	N/A	N/A
Utility Kick Off Mtg & Field Review	8						8						16	N/A	N/A
Utility Conflict Matrix, CAD file and Contact List. Progress Mtgs w State and it's reps	12					20	20					12	64	N/A	N/A
Utility Coordination															
HOURS SUB-TOTALS	46	0	0	0	24	64	84	0	0	0	0	12	230	#REF!	
CONTRACT RATE PER HOUR	$380.00	$100.00	$200.00	$100.00	$135.00	$140.00	$190.00	$100.00	$100.00	$100.00	$100.00	$100.00			
TOTAL LABOR COSTS	$17,480.00	$0.00	$0.00	$0.00	$3,240.00	$8,960.00	$15,960.00	$0.00	$0.00	$0.00	$0.00	$1,200.00	$46,840.00		
% DISTRIBUTION OF STAFFING	20.00%	0.00%	0.00%	0.00%	10.43%	27.83%	36.52%	0.00%	0.00%	0.00%	0.00%	5.22%			
SUBTOTAL													**$46,840.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH	TOTAL COSTS
Utility Engineering	46	0	0	0	24	64	84	0	0	0	0	12	230	$46,840.00
SUBTOTAL LABOR EXPENSES	46	0	0	0	24	64	84	0	0	0	0	12		$46,840.00

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT								
SUE Mobilization/Demobilization	80		$5.50	mile								$440.00
SUE (Quality Level D)	5,600		$0.40	LF								$2,240.00
SUE (Quality Level C)	0		$0.40	LF								$0.00
SUE (Quality Level B - Utility Designation)	2,800		$1.85	LF								$5,180.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft	4		$1,500.00	each								$6,000.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft	4		$1,750.00	each								$7,000.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft	2		$1,900.00	each								$3,800.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft	0		$2,500.00	each								$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft	0		$175.00	FT								$0.00
One (1) Designating Person with equipment	8		$150.00	hour								$1,200.00
Two (2) Designating Person with equipment	8		$200.00	hour								$1,600.00
Two (2) Person Vacuum Excavation with equipment	0		$300.00	hour								$0.00
Coring and repairing the pavement includes labor, equipment, and materials	2		$250.00	each								$500.00
SUBTOTAL UNIT COSTS												**$27,960.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT								
Mileage	0		$5.500	mile								$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	1		$5,250.00	day								$5,250.00
SUBTOTAL DIRECT EXPENSES												**$5,250.00**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$46,840.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$27,960.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$5,250.00
GRAND TOTAL	$80,050.00

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

Schaumburg & Polk, Inc.

Job Classification	Maximum Raw Salary Rate
Principal	$120.00
Senior Project Manager	$113.00
Deputy Project Manager	$100.00
Support Manager	$104.00
Quality Manager	$113.00
Senior Project Engineer	$98.00
Project Engineer	$80.00
Design Engineer	$67.00
Senior Traffic Engineer	$98.00
Traffic Engineer	$80.00
Senior Structural Engineer	$92.00
Structural Engineer	$50.00
Engineer-In-Training II	$55.00
Engineer-In-Training I	$49.00
Senior CADD Technician	$58.00
CADD Technician	$48.00
Junior CADD Technician	$40.00
Senior Engineering Technician	$58.00
Engineering Technician	$50.00
Junior Engineering Technician	$40.00
GIS Technician	$45.00
Admin/Clerical	$41.00
Geotechnical Project Manager	$82.00
Geotechnical Engineer	$73.00
Senior Environmental Planner	$92.00
Environmental Planner	$73.00
Junior Environmental Planner	$39.00
Survey Project Manager (TX RPLS)	$104.00
Project Manager (TX RPLS)	$89.00
Survey Technician	$52.00
2-Person Survey Crew	$67.00
SUE Project Manager	$127.00
SUE Senior Utility Coordinator	$64.00
SUE Engineer-In-Training	$47.00
SUE Engineering Technician	$45.00
SUE One (1) designating person with equipment	$50.00
SUE Two (2) designating person with equipment	$67.00
SUE Two (2) person vacuum excavation with equipment	$100.00

Appendix C
Insurance

Engineer's Insurance Requirements. 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.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
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 CivilCorp, LLC**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruction of Double Culvert Road from approximately the railroad crossing north to Cedar Creek Road and Cedar Creek Road from Double Culvert Road to SH 6 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. <u>General</u>

   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 **$930,168.92** 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 **$74,565.00** 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 **$1,004,733.92** 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. Time of Performance

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. Delays and Damages

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. Compliance with Laws

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 EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (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 Thomas C. Kuykendall, Jr., CivilCorp, LLC, 29255 FM 1093 #7A Fulshear, Texas 77441, 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 after 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 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. Successors and Assigns

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. Independent Engineer

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. Additional Statutory Requirements. Certain State Law Requirements for Contracts. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 above written.

COUNTY:	ENGINEER:
WALLER COUNTY	CivilCorp, LLC
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Thomas C. Kuykendall, Jr.
_____	_____
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 $1,004,733.92 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Exhibit A Scope of Services
Double Culvert Rd Segment 2 & Cedar Creek Road
Waller County Project No. 23103

The proposed improvements in Waller County include the widening from 18' to 22' of 1.25 miles on Double Culvert Road from 200' east of railroad crossing to Cedar Creek Road. The proposed improvements include the widening from 18' to 22' of 0.95 miles on Cedar Creek Road from Double Culvert Road to SH 6.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend monthly progress meetings with the County, LJA, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with and prepare a permit application/LOSA package for TxDOT approval.
- The engineer shall coordinate with the UPRR and obtain project RR approval.
- The engineer shall coordinate with the governing drainage district & water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans & administration of the invoices & monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County criteria/design manual.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.
- Perform detailed SUE QL A-D for the detailed design phase. Perform up to 4 QL-A test holes.

- Perform geotechnical evaluation for pavement or structural design in the final design phase.
- Soil testing to include hand penetrometer, torvane, unconfined compression, unit weight, moisture content, liquid and plastic limit tests, gradation and hydrometers.
- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase. Desktop investigations only (no field surveys included).
- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).
- Evaluate ROW requirements for roadway based on preliminary cross sections.
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.
- Perform a Drainage Analysis in the preliminary design stage to include the following:
    - Identify the ultimate project outfalls.
    - Define drainage boundaries for the project.
    - Size crossing using HEC-RAS and/or HY-8.
    - Provide existing vs proposed flows.
- Provide Drainage Report utilizing Atlas 14 data. Does not include impact analysis for the corridors.
- Provide updated construction cost estimates based on the preliminary design.
- Provide Preliminary Engineering Report (PER, draft and final).
- Attend PER meeting at Waller County facility.
- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11”x17” sheets.
- Obtain LONOs from utilities or have utilities relocated prior to bidding.
- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.
- Obtain environmental permit approvals prior to project bidding.
- Prepare project title sheet and index sheet.
- Prepare horizontal alignment data.

- Prepare typical sections.
- Prepare roadway plan and profile sheets to include existing topo.
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare traffic control plans.
- Prepare air bridge or Zero load slab details for projects crossing pipelines, if needed.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, Sanitary/Water line details (or relocation details), driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. <u>Construction/Bid Phase Services</u>

- Provide administrative documents.
- Attend pre-bid meeting.
- Respond to questions from bidders.
- Attend preconstruction meeting.
- Attend field meetings and make visits to site.
- Calculate quantities and assist the County engineer in preparing change orders.
- Review and approval of shop drawings.
- Review and approval of forming details.
- Respond to requests for information (RFIs).
- Answer general questions.
- Provide record drawings.

Fee Schedule
Method of Payment: Lump Sum & Specified Rate

PrimeProvider: CivilCorp, LLC.
Project Descripton: Double Culvert Rd Segment 2 and Cedar Creek Roa
Precinct 1 2023 Waller County Bond Projec
Project No. 23103

SUMMARY

	TOTAL	CIVILCORP, LLC (Prime)	Quiddity (Survey)	Geotech Engineering & Testing (Geotechnical)	Halff (SUE)	PGAL (Bridge)	Tetra Tech (Environmental)
PS&E (Lump Sum)							
Roadway Design	$ 542,409.00	$542,409.00					
Survey	$ 150,278.00		$150,278.00				
Geotechnical	$ 58,873.00			$58,873.00			
SUE	$ 11,868.82				$11,868.82		
SUE Unit Costs	$ 100,611.00				$100,611.00		
Bridge	$ 34,415.00					$34,415.00	
Env	$ 31,714.10						$31,714.10
PROJECT TOTAL	**$ 930,168.92**	**$ 542,409.00**	**$ 150,278.00**	**$ 58,873.00**	**$ 112,479.82**	**$ 34,415.00**	**$ 31,714.10**
		58.31%	16.16%	6.33%	12.09%	3.70%	3.41%

ADDITIONAL SERVICES (Hourly)

	TOTAL	CIVILCORP, LLC (Prime)	Quiddity (Survey)	Geotech Engineering & Testing (Geotechnical)	Halff (SUE)	PGAL (Bridge)	Tetra Tech (Environmental)
Construction Phase Services	$ 74,565.00	$74,565.00					
PROJECT TOTAL	**$ 74,565.00**	**$ 74,565.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Project No. 23103
Project Description: Double Culvert Rd Segment 2 and Cedar Creek Road
Prime Provider: CivilCorp, LLC

Precinct 1 2023 Waller County Bond Project

FEE SCHEDULE (LUMP SUM)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION	4	14	4	12	20					54	NA	NA	NA
PROJECT MEETINGS	18	18	4	14	10					64	NA	NA	NA
TXDOT PERMIT		8			16					24	NA	NA	NA
RR COORDINATION		4	4	8	10					26	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	8	8	2	2						20	NA	NA	NA
PROJECT ADMINISTRATION	40	72	4	4					16	136	NA	NA	NA
PRELIMINARY ENGINEERING													
FIELD SURVEYING COORDINATION	2	2		12	8			8		32	NA	NA	NA
SUE COORDINATION	2	2		12	8			8		32	NA	NA	NA
GEOTECH COORDINATION	2	2		12	8			8		32	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION	2	2		12	8			8		32	NA	NA	NA
PREPARE SCHEMATIC ROLL PLOT	8	12	16	20	32			60		148	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES				2	4			4		10	NA	NA	NA
EVALUATE ROW REQUIREMENTS		4		8	8			8		28	NA	NA	NA
UTILITY COORDINATION	3	6	9	24	40			24		106	NA	NA	NA
DRAINAGE ANALYSIS (Hydrology, Hydraulic Analysis of Bridge and Culverts)	8	8	24	64	96					200	NA	NA	NA
DRAINAGE REPORT (Does not include Impact Analysis)	8	8	16	32	64					128	NA	NA	NA
CONSTRUCTION COST ESTIMATES	6	8	8	20	40					82	NA	NA	NA
PREPARATION OF PER	8	16	32	36	48					140	NA	NA	NA
PER MEETING	4	4	8	8	10			4		38	NA	NA	NA
FINAL DESIGN													
TITLE SHEET	1	2			4			8		15	SHT	1	15
HORIZONTAL ALIGNMENT DATA	1	2		4	4			4		15	SHT	1	15
EXISTING TYPICAL SECTIONS	2	2	4	4				6		18	SHT	1	18
PROPOSED TYPICAL SECTIONS	2	8	16	12				24		62	SHT	2	31
ROADWAY PLAN & PROFILE SHEETS (50 SCALE) (Includes ditches, culverts, etc.)	14	40	110	130	150			160		604	SHT	20	30
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 100')	4	12	24	32	200			120		392	SHT	60	7
CULVERT LAYOUT SHEETS	8	8	8	24	40	24	48	64		224	SHT	6	37
DRAINAGE DETAILS (Hydraulic Data Sheets, Ditch Profiles)	4	4	8	12	24	16	24	48		140	SHT	10	14
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)	4	4	12	24	48	8	12	40		152	SHT	10	15
SIGNING AND STRIPING LAYOUTS (50 SCALE)	2	6	12	32				60		112	SHT	20	6
TCP LAYOUTS (50 SCALE DOUBLE BANK)	2	6	16	40				60		124	SHT	10	12
SW3P LAYOUTS (50 SCALE DOUBLE BANK)	4	4	8	12	24	8	16	24		100	SHT	10	10
MISCELLENAEOUS DETAILS (Roadway & Drainage)	4	10	12	24	20	8	10	32		120	SHT	4	30
SPECIAL DITCH DETAILS (DONOHOE CREEK TRIBUTARY #3)	2	10	16	24	32			24		108	SHT	4	27
PREPARATION OF STANDARDS	2	2	4	12	15	4	4	15		58	SHT	20	3
PRODUCE PROJECT MANUAL	6	10	12	24	24			16		92	NA	NA	NA
PREPARE GENERAL NOTES, SPEC. LIST, ETC.	2	2	4	8	8					24	NA	NA	NA
HOURS SUB-TOTALS	187	330	397	720	1,023	68	114	837	16	3,692		179	
CONTRACT RATE PER HOUR	$242.00	$236.00	$192.00	$160.00	$119.00	$122.50	$110.00	$100.00	$96.50			# OF SHEETS	
TOTAL LABOR COSTS	$45,254.00	$77,880.00	$76,224.00	$115,200.00	$121,737.00	$8,330.00	$12,540.00	$83,700.00	$1,544.00	$542,409.00			
LABOR SUBTOTAL										**$542,409.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT		
Mileage	590	mile	$0.70	(3 field visits @ 90 mi + 6 in-person mtgs @ 30 mi LJA Office + 2 mtgs @ 70 mi County office)	$413.00
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			$0.00
SUBTOTAL DIRECT EXPENSES					**$413.00**

SUMMARY	
TOTAL LABOR COSTS	$542,409.00
OTHER DIRECT EXPENSES	$413.00
TOTAL	**$542,822.00**

Project No. 23103
Project Description: Double Culvert Rd Segment 2 and Cedar Creek Road
Prime Provider: CivilCorp, LLC

Additional Services
Precinct 1 2023 Waller County Bond Project

FEE SCHEDULE (HOURLY)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
CONSTRUCTION/BID PHASE SERVICES													
ADMINSTRATIVE DOCUMENTS	10	14								24	NA	NA	NA
ATTEND PRE-BID MEETING	4	4								8	NA	NA	NA
RESPOND TO QUESTIONS	6	8	16			16		4		50	NA	NA	NA
PRECONSTRUCTION MEETING	4	4	4							12	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	12	12	12	12	12					60	NA	NA	NA
PREPARATION OF CHANGE ORDERS	4	4		8	10	8		16		50	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	8	8	14	4	6					40	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS	4	2		8	8					22	NA	NA	NA
RESPOND TO RFIS	8	6	20	12	10			8		64	NA	NA	NA
ANSWER GENERAL QUESTIONS	8	8	14		14					44	NA	NA	NA
PROVIDE RECORD DRAWINGS	2	2	8	4	8	10		10		44	NA	NA	NA
HOURS SUB-TOTALS	70	72	88	48	68	34	0	38	0	418		0	
CONTRACT RATE PER HOUR	$242.00	$236.00	$192.00	$160.00	$119.00	$122.50	$110.00	$100.00	$96.50			# OF SHEETS	
TOTAL LABOR COSTS	$16,940.00	$16,992.00	$16,896.00	$7,680.00	$8,092.00	$4,165.00	$0.00	$3,800.00	$0.00	$74,565.00			
LABOR SUBTOTAL										**$74,565.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage		mile								$0.00
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								$0.00
SUBTOTAL DIRECT EXPENSES										**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$74,565.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$74,565.00**

Precinct 1 2023 Waller County Bond Project

Sub-provider:
Quiddity Engineering, LLC

FEE SCHEDULE (LUMP SUM)

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
ABSTRACTING / PLOT APPROXIMATELY 35 DEEDS / PREPARE OWNERSHIP MAP	2	4		2	12	54	4	78		
LOCATE FRONT PROPERTY CORNERS / PREPARE APPARENT RIGHT-OF-WAY MAP	2	8		4	24	18	2	58	N/A	N/A
QA/QC / PROJECT UPDATE MEETINGS	4	4		2	2		2	14	N/A	N/A
ROE / BOUNDARY / PARCEL PLATS AND FIELD NOTES FOR UP TO 4 PARCELS	4	16		2	32	60	4	118		
								0	N/A	N/A
HOURS SUB-TOTALS	12	32	0	10	70	132	12	268	0	
CONTRACT RATE PER HOUR	$250.00	$215.00	$215.00	$190.00	$135.00	$115.00	$130.00			
TOTAL LABOR COSTS	$3,000.00	$6,880.00	$0.00	$1,900.00	$9,450.00	$15,180.00	$1,560.00	$37,970.00		
% DISTRIBUTION OF STAFFING	4.48%	11.94%	0.00%	3.73%	26.12%	49.25%	4.48%			
SUBTOTAL FC 145								**$37,970.00**		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
ROE LETTERS FOR STREAM CROSSINGS, TRACKING, REPORTS	2	2			6	14	4	28	N/A	N/A
ESTABLISH PROJECT CONTROL, 2 PAIRS OF INTERVISIBLE MONUMENTS	2	4		2	12	8		28	N/A	N/A
PREPARE CONTROL DATA SHEETS	2	8			6	20	2	38		
FIELD SURVEY OF EXISTING IMPROVEMENTS; DRAINAGE CROSS SECTIONS, CULVERTS, TREES ABOVE 12", VISIBLE UTILITIES		4			6	14		24	N/A	N/A
MAPPING DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, CROSS SECTIONS		4		2	12	28		46	N/A	N/A
PREPARE DGN, DTM AND TIN FILES IN ORD FORMAT		4		2	16	12		34	N/A	N/A
QA/QC / ADDRESS COMMENTS / FINAL DELIVERABLES	6	8		2	14	8	4	42	N/A	N/A
INTERIM SURVEY - RESTAKE APPARENT ROW (UP TO 3 TIMES)	2	4		2	12	20				
HOURS SUB-TOTALS	14	38	0	10	84	124	10	280	0	
CONTRACT RATE PER HOUR	$250.00	$215.00	$215.00	$190.00	$135.00	$115.00	$130.00			
TOTAL LABOR COSTS	$3,500.00	$8,170.00	$0.00	$1,900.00	$11,340.00	$14,260.00	$1,300.00	$40,470.00		
% DISTRIBUTION OF STAFFING	5.00%	13.57%	0.00%	3.57%	30.00%	44.29%	3.57%			
SUBTOTAL FC 160 (150)								$40,470.00		

Sub-provider:
Quiddity Engineering, LLC

FEE SCHEDULE (LUMP SUM)

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	12	32	0	10	70	132	12	268	$37,970.00
DESIGN SURVEY	14	38	0	10	84	124	10	280	$40,470.00
SUBTOTAL LABOR EXPENSES	26	70	0	20	154	256	10		$78,440.00

UNIT COSTS	# OF UNITS	2- Person Survey COST/UNIT	UNIT				
ESTABLISH HORIZONTAL AND VERTICAL CONTROL (2-Person Crew)	24	$ 205.00	HOUR				$4,920.00
FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS (2-Person Crew)	88	$ 205.00	HOUR				$18,040.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA (2-Person Crew)	154	$ 205.00	HOUR				$31,570.00
ROW BOUNDARY SURVEY (2-Person Crew)	40	$ 205.00	HOUR				$8,200.00
FIELD SURVEY - INTERIM SURVEY, STAKING ROW (2-Person Crew)	36	$ 205.00	HOUR				$7,380.00
							$0.00
SUBTOTAL UNIT COSTS	342						**$70,110.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	1,780	$0.670	mile				$1,192.60
Certified Letter Return Receipt	8	$9.64	each				$77.12
Standard Postage	12	$0.69	each				$8.28
Deed Copies	150	$3.00	sheet				$450.00
SUBTOTAL DIRECT EXPENSES							**$1,728.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$78,440.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$70,110.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$1,728.00
GRAND TOTAL	$150,278.00

Sub-provider:
Geotech Engineering & Testing

FEE SCHEDULE (LUMP SUM)

TASK DESCRIPTION	Principal Engineer	ENGINEER SENIOR	ENGINEER PROJECT	Field Technician	Typing/ Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal Costs	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION												
Desktop Geologic Fault Study												
1. Review of Existing Published Fault Maps		0.5	4							4.5	N/A	N/A
2. Reporting		0.5	1							1.5	N/A	N/A
Project Initiation upon Receiving NTP												
3. Review of the scope of the work	2	8	1							11	N/A	N/A
4. Coordinate with Client, in obtaining the updated information of the project		1	1							2	N/A	N/A
Paving, box culvert and pipeline crossing road, 24 Borings												
5. Develop a Drilling Plan			1							1		
6. Staking the twenty-four (24) Borings in the Field			8							8		
7. Coordinate with Surveyors to Locate & Tie in Borings at Site			1							1		
8. Field Coordination during Drilling Including Utility Clearance, Texas			12							12		
9. Mobilization / Demobilization						LS	1	$746.00	$746.00			
10. Drilling and Sampling twenty-four (10) Borings												
11. Continuous (0' - 10') - 8 borings and (0' - 20') - 2 borings						LF	120	$27.00	$3,240.00			
12. Daily Travel						EA	2	$565.00	$1,130.00			
13. Borehole Grouting						FT	120	$13.00	$1,560.00			
14. Technician, Logging Borings, Borehole Cleaning and Water Level Reading				20						20		
15. Vehicle Charge (Boring staking, site visits during field coordinatin during drilling including utility clearance, Texas One Call etc., and borehole logging and grouting						HR	40	$13.00	$520.00			
Laboratory Testing												
16. Assign Laboratory Tests, Looking at Soil Samples			3							3		
17. Data Reduction and Evaluation			2							2		
18. Water Content (all samples)						EA	60	$12.00	$720.00			
19. Liquid and Plastic Limits						EA	12	$76.00	$912.00			
20. Percent Passing #200-Sieve						EA	8	$59.00	$472.00			
21. Sieve Analysis						EA	4	$164.00	$656.00			
22. Unconfined Compression						EA	12	$54.00	$648.00			
Engineering Analysis and Report												
23. Prepare Plan of Borings			1							1		
24. Analyze field and laboratory test results			2							2		
25. Prepare summary of laboratory test data			1							1		
26. Edit and prepaare final boring log profiles			8							8		
27. Prepare and develop boring log profiles			1							1		
Paving												
28. Develop asphalt pavement design based on traffic loading	1	3	6							10		
31. Recommendations on soil stabilization		1	2							3		
Pipeline at crossing												
29. Develop Soil parameters and Recommendations for tunneling	0.5	1	4							5.5		
32. Develop Soil parameters and Recommendations for open excavations	0.5	1	2							3.5		
33. Develop excavation support earth pressures for trench excavation	0.5	1	2							3.5		
34. Recommend dewatering method		1	1							2		
35. Prepare a Geotechnical Trench Safety Letter Report	0.5	3	6							9.5		
Box Culvert												
36. Bedding, backfilling, excavation wall and bottom stability Recommendations	1	3	3							7		
37. Design parameters for box culvert		2	2							4		
38. Lateral earth pressures for the design pof retention system	0.5	2	2							4.5		
39. Erosion analysis at the side slope of the channel near the road crossing	0.5	2	2							4.5		
Road side ditch												
40. Develop parameters for slope stability		2	6							8		
41. Perform Slope-Stabilty Analysis	0.5	10	20							30.5		
42. Recommendations on ditch side slopes		1	2							3		
43. Recommendations on soil types available from excavations and use of these soils as fill	0.5	0.5	2							3		
44. Recommendation on Soil Erosion Control		1	2							3		
45. Document the results of soil exploration, laboratory testing and geotechnical recommendations in a geotechnical draft report	4	10	28							42		
46. Incorporate the review comments on draft report into final geotechnical report	2	5	8							15		
47. Technical Typing/Drafting					10					10		
48. Report Reproduction Allowance						LS	1	$300.00	$300.00			
ALLOWANCE ITEMS												
Traffic Control/Allowance												
49. Traffic Control (Cost +10%)						DAY	2	$1,320.00	$2,640.00			
50. Coordination, Project Engineer			2							2		
HOURS SUB-TOTALS	14.0	59.5	149.0	20.0	10.0					252.5		
CONTRACT RATE PER HOUR	$266.00	$218.00	$176.00	$83.00	$75.00							
TOTAL LABOR COSTS	$3,724.00	$12,971.00	$26,224.00	$1,660.00	$750.00					$45,329.00		
% DISTRIBUTION OF STAFFING	5.54%	23.56%	59.01%	7.92%	3.96%							
									$13,544.00	**$58,873.00**		

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$58,873.00
GRAND TOTAL	$58,873.00

Sub-provider:

Halff

FEE SCHEDULE (LUMP SUM)

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
Utility Engineering										
Utility Base Layout	24				10	10	8	52	N/A	N/A
HOURS SUB-TOTALS	24	0	0	0	10	10	8	52		
CONTRACT RATE PER HOUR	$287.43				$230.88	$165.37	$126.00			
TOTAL LABOR COSTS	$6,898.32	$0.00	$0.00	$0.00	$2,308.80	$1,653.70	$1,008.00	$11,868.82		
% DISTRIBUTION OF STAFFING	46.15%	0.00%	0.00%	0.00%	19.23%	19.23%	15.38%			
SUBTOTAL FC 135 (135)								**$11,868.82**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
Utility Engineering	24	0	0	0	10	10	8	52	$11,868.82
SUBTOTAL LABOR EXPENSES	24	0	0	0	10	10	8		$11,868.82

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT			
SUE Mobilization/Demobilization	110		$6.60	mile			$726.00
SUE (Quality Level D)	3,000		$0.83	LF			$2,490.00
SUE (Quality Level C)	10,000		$1.78	LF			$17,800.00
SUE (Quality Level B - Utility Designation)	35,500		$2.05	LF			$72,775.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: all depths	4		$1,705.00	each			$6,820.00
SUBTOTAL UNIT COSTS							**$100,611.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT			
Mileage				mile			$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)				day			$0.00
SUBTOTAL DIRECT EXPENSES							**$0.00**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$11,868.82
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$100,611.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$0.00
GRAND TOTAL	$112,479.82

Project No. 23103
Project Description: Double Culvert Rd Segment 2 and Cedar Creek Road
Prime Provider: CivilCorp, LLC

Precinct 1 2023 Waller County Bond Project

Sub-provider:
PGAL

FEE SCHEDULE (LUMP SUM)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	Junior ENGINEER	CADD Technician	TOTAL LABOR HRS. & COSTS	UNIT	NO OF SHEETS	COST PER SHEET
PROJECT FAMILIARIZATION									
DATA COLLECTION & REVIEW EXISTING DOCUMENTS	1	1	2			4	NA	NA	NA
CONDUCT FIELD RECONNAISSANCE		4				4	NA	NA	NA
DESIGN CRITERIA PREPARATION						0	NA	NA	NA
STRUCTURAL PLAN DEVELOPMENT									
STRUCTURAL NOTES (1 SHEET)		2		6		8	NA	1	$1,490
GENERAL PLAN & ELEVATION (1 SHEET)		3		7		10	NA	1	$1,915
FOUNDATION PLAN (1 SHEET)		1		8		9	NA	1	$1,545
BENT DETALIS (1 SHEET)		1	4		12	17	NA	1	$2,425
FOUNDATION DETAILS (1 SHEET)		1	4		12	17		1	$2,425
GENERAL DETAILS (2 SHEETS)		2	4		16	22		2	$1,565
QA/QC (30/60/90/100)	4	6	8		12	30			
DETAIL STRUCTURAL DESIGN									
GEOMETRY CALCULATIONS		4	2	4		10	NA	NA	NA
BENT DESIGN CALCULATIONS		12	6			18	NA	NA	NA
FOUNDATION DESIGN CALCULATIONS		12	6			18	NA	NA	NA
QUANTITY & ESTIMATE CALCULATIONS		2	4	8		14	NA	NA	NA
HOURS SUB-TOTALS	5	51	40	33	52	181		7	
CONTRACT RATE PER HOUR	$300.00	$265.00	$210.00	$160.00	$110.00			# OF SHEETS	
TOTAL LABOR COSTS	$1,500.00	$13,515.00	$8,400.00	$5,280.00	$5,720.00	$34,415.00			
LABOR SUBTOTAL						**$34,415.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT			
Mileage		mile				$0.00
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				$0.00
SUBTOTAL DIRECT EXPENSES						**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$34,415.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$34,415.00**

Project No. 23103
Project Description: Double Culvert Rd Segment 2 and Cedar Creek Road
Prime Provider: CivilCorp, LLC

Precinct 1 2023 Waller County Bond Project

Sub-provider:
Tetra Tech

FEE SCHEDULE (LUMP SUM)

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PRINCIPAL INVESTIGATOR ARCHEOLOGIST	PROJECT ENGINEER	JUNIOR BIOLOGIST	SENIOR BIOLOGIST	GIS STAFF	JUNIOR ARCHEOLOGIST	SENIOR TECHNICIAN	PROJECT ASSISTANT	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CEDAR CREEK ROAD														
GENERAL														
PROJECT MANAGEMENT	2	4	12										8	26
ENVIRONMENTAL ENGINEERING														
Task 1 - Natural Resources Desktop Review				2		4	4	8	4		4	1		27
Task 2 - Cultural Resources Desktop Assessment/THC Project Review					2			16	4	18		1		41
Task 3 - Hazardous Materials Initial Site Assesment				1		4	1	2			1	1		10
DOUBLE CULVERT CREEK SEGMENT 2														
GENERAL														
PROJECT MANAGEMENT	2	4	12										8	26
ENVIRONMENTAL ENGINEERING														
Task 1 - Natural Resources Desktop Review				2		4	4	8	4		4	1		27
Task 2 - Cultural Resources Desktop Assessment/THC Project Review					2			16	4	18		1		41
Task 3 - Hazardous Materials Initial Site Assesment				1		4	1	2			1	1		10
HOURS SUB-TOTALS	4	8	24	6	4	16	10	52	16	36	10	6	16	140
CONTRACT RATE PER HOUR	$405.00	$294.00	$230.00	$248.85	$219.45	$160.65	$110.25	$118.65	$131.25	$88.20	$96.60	$74.55	$150.00	
TOTAL LABOR COSTS	$1,620.00	$2,352.00	$5,520.00	$1,493.10	$877.80	$2,570.40	$1,102.50	$6,169.80	$2,100.00	$3,175.20	$966.00	$447.30	$2,400.00	$30,794.10
LABOR SUBTOTAL														**$30,794.10**

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT	
Mileage		mile		$0.00
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		$0.00
EDR Regulatory Database Radius Search Report	2	each	$460.00	$920.00
SUBTOTAL DIRECT EXPENSES				**$920.00**

SUMMARY	
TOTAL LABOR COSTS	$30,794.10
OTHER DIRECT EXPENSES	$920.00
TOTAL	**$31,714.10**

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

CivilCorp, LLC

Job Classification	Maximum Raw Salary Rate
Project Manager	$103.00
Senior Engineer	$91.00
Senior Project Engineer	$86.00
Project Engineer	$72.00
Junior Engineer	$55.00
Design Engineer	$55.00
EIT	$41.00
Senior Eng Tech	$42.00
Eng Tech	$38.00
Field Tech	$29.00
CADD	$38.00
RPlLS Senior	$74.00
RPLS Junior	$66.00
SIT	$47.00
Admin/Clerical	$52.00
Two-Person Crew	$71.00
Three-Person Crew	$86.00
Utilities Coordinator Senior	$80.00
Utilities Coordinator	$57.00
Principal Investigator Archeologist	$76.00
Junior Biologist	$38.00
Senior Biologist	$41.00
GIS Staff	$45.00
Junior Archeologist	$31.00
Senior Technician	$34.00
Project Assistant	$26.00

Appendix C
Insurance

Engineer's Insurance Requirements. 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.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
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 Gannett Fleming, Inc.**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Owens Road from approximately University Road to James Muse Parkway 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 **$736,703.00** 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 **$67,860.00** 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 **$804,563.00** 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. Time of Performance

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. Delays and Damages

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. Compliance with Laws

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 EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (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 Nick Bokaie, Gannett Fleming, Inc., 3100 W Alabama St, Houston, TX 77098, 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 after 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 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. Successors and Assigns

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. Independent Engineer

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. Additional Statutory Requirements. Certain State Law Requirements for Contracts. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 above written.

COUNTY:	ENGINEER:
WALLER COUNTY	Gannett Fleming, Inc.
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Nick Bokaie
_____	_____
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 $804,563.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Owens Road

The proposed improvements include the reconstruction of an existing 2-lane asphalt roadway for 1.72 miles on Owens Road from University Drive to Kirkpatrick Road, with left-turn lanes at University Drive and Herman T. Jones Elementary School.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with the governing drainage district and water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County criteria/design manual.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.
- Perform detailed SUE QL A-D for the detailed design phase.
- Perform geotechnical evaluation for pavement or structural design in the final design phase.
- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.

Scope of Services
Owens Road

- Present a schematic roll plot for each alternative with horizontal and vertical alignments.

- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).

- Evaluate ROW requirements for roadway based on preliminary cross sections.

- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.

- Perform a Traffic Study to evaluate proposed left turn lanes at University Drive and Herman T. Jones Elementary School.

- Perform a Drainage Analysis in the preliminary design stage to include the following:
  - Identify the ultimate project outfalls
  - Define drainage boundaries for the project
  - Size crossing using HEC-RAS and/or HY-8
  - Provide existing vs proposed flows. If existing road has inlets (curb and gutter), analyze existing street ponding.

- Provide Drainage Report.

- Provide updated construction cost estimates based on the preliminary design.

- Provide Preliminary Engineering Report (PER, draft and final).

- Attend PER meeting at Waller County facility.

- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11”x17” sheets.

- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.

- Obtain environmental permit approvals prior to project bidding.

- Prepare project title sheet and index sheet

- Prepare horizontal alignment data

- Prepare typical sections

Scope of Services
Owens Road

- Prepare roadway plan and profile sheets to include existing topo
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare signalization details at University Drive.
- Prepare traffic control plans.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, Sanitary/Water line details (or relocation details), driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services (Additional Services)

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.
- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details

Scope of Services
Owens Road

- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

FEE PROPOSAL SUMMARY
OWENS ROAD

Work Task	Consultant	Total Fee
PRIME	Gannett Fleming	$438,080.00
DRAINAGE	-	$0.00
TRAFFIC	-	$0.00
BRIDGE	-	$0.00
ENVIRONMENTAL	Terracon	$23,320.00
GEOTECHNICAL	HTS	$41,111.00
SURVEY	Weisser	$170,525.00
SUE	Cobb Fendley	$63,667.50
CONSTRUCTION PHASE SERVICES (ADDITIONAL SERVICES)	Gannett Fleming	$67,860.00
Total Management & Engineering Fees		**$804,563.50**

FEE SCHEDULE

PRIME PROVIDER: GANNETT FLEMING
PROJECT NAME: OWENS ROAD

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION	4	4	8	8					4	28	NA	NA	NA
PROJECT MEETINGS	24	8	24						12	68	NA	NA	NA
TXDOT PERMIT	8	4	12	8					4	36	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	10	4	24	10					8	56	NA	NA	NA
PROJECT ADMINISTRATION	24		24						12	60	NA	NA	NA
PRELIMINARY ENGINEERING													
FIELD SURVEYING	4	4	8							16	NA	NA	NA
SUE COORDINATION	4		8							12	NA	NA	NA
GEOTECH COORDINATION	4		8							12	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION	4		8							12	NA	NA	NA
PREPARE SCHEMATIC ROLL PLOT	8	8	16	20		20		40		112	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES	2	2	4	4		8				20	NA	NA	NA
EVALUATE ROW REQUIREMENTS	2	2	8	8		8				28	NA	NA	NA
UTILITY COORDINATION	4	4	8	16		8				40	NA	NA	NA
PERFORM A TRAFFIC STUDY	2	4	2	24		16				48	NA	NA	NA
DRAINAGE ANALYSIS	2	24	4	40		16				86	NA	NA	NA
DRAINAGE REPORT	4	16	4	24		16				64	NA	NA	NA
CONSTRUCTION COST ESTIMATES	4	8	16	16		16				60	NA	NA	NA
PREPARATION OF PER	10	10	20	48		20				108	NA	NA	NA
PER MEETING	4	4	8	4						20	NA	NA	NA
PREPARATION OF M&B FOR ROW	4	2	8	4						18	NA	NA	NA
FINAL DESIGN													
TITLE SHEET			2	4		8		10		24	SHEETS	1	24
HORIZONTAL ALIGNMENT DATA		2	4	8		4		8		26	SHEETS	1	26
EXISTING TYPICAL SECTIONS		2	2	2		6		12		24	SHEETS	1	24
PROPOSED TYPICAL SECTIONS		2	4	8		12		20		46	SHEETS	2	23
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)		8	12	40	40	80		160		340	SHEETS	15	23
ROADWAY DETAILS		2	2	2		8		12		26	SHEETS	1	26
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 100')		8	12	80		40				140	SHEETS	30	5
CULVERT LAYOUT SHEETS		4	2	8		6		10		30	SHEETS	1	30
DRAINAGE DETAILS		2	2	4		8		10		26	SHEETS	1	26
EXISTING AND PROPOSED HYDROLOGY MAPS		8	4	16		24		40		92	SHEETS	4	23
SIGNING AND STRIPING LAYOUTS (50 SCALE DOUBLE BANK)		4	8	24	20	80		80		216	SHEETS	9	24
SIGNALIZATION DETAILS		4	8	16		20		12		60	SHEETS	2	30
TCP LAYOUTS (50 SCALE DOUBLE BANK)		4	8	40	40	120		160		372	SHEETS	27	14
SW3P LAYOUTS (50 SCALE DOUBLE BANK)		8	4	24		40		120		196	SHEETS	9	22
MISCELLENAEOUS DETAILS		2	2	4		8		10		26	SHEETS	1	26
PREPARATION OF STANDARDS		4	8	8		20		40		80	SHEETS	60	1
DETAILED CONSTRUCTION COST ESTIMATE	4	4	16	32		20				76	NA	NA	NA
PRODUCE PROJECT MANUAL	8	8	24	40						80	NA	NA	NA
HOURS SUB-TOTALS	144	184	346	594	100	632	0	744	40	2,784		165	
CONTRACT RATE PER HOUR	$275.00	$250.00	$200.00	$180.00	$125.00	$130.00	$120.00	$100.00	$95.00			# OF SHEETS	
TOTAL LABOR COSTS	$39,600.00	$46,000.00	$69,200.00	$106,920.00	$12,500.00	$82,160.00	$0.00	$74,400.00	$3,800.00	$434,580.00			
DESIGN LABOR SUBTOTAL										**$434,580.00**			

FEE SCHEDULE

CONSTRUCTION PHASE SERVICES													
ADMINSTRATIVE DOCUMENTS	4	4	8							16	NA	NA	NA
ATTEND PRE-BID MEETING	4		8							12	NA	NA	NA
RESPOND TO QUESTIONS	4	4	8	8						24	NA	NA	NA
PRECONSTRUCTION MEETING	4		8							12	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	8		8	16						32	NA	NA	NA
PREPARATION OF CHANGE ORDERS	4	4	8	16						32	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	8	8	8	16						40	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS										0	NA	NA	NA
RESPOND TO RFIS	8	8	8	16						40	NA	NA	NA
ANSWER GENERAL QUESTIONS	8	8	16	16						48	NA	NA	NA
PROVIDE RECORD DRAWINGS			16	24		40				80	NA	NA	NA
HOURS SUB-TOTALS	52	36	96	112	0	40	0	0	0	336		0	
CONTRACT RATE PER HOUR	$275.00	$250.00	$200.00	$180.00	$125.00	$130.00	$120.00	$100.00	$95.00			# OF SHEETS	
TOTAL LABOR COSTS	$14,300.00	$9,000.00	$19,200.00	$20,160.00	$0.00	$5,200.00	$0.00	$0.00	$0.00	$67,860.00			
CONSTRUCTION LABOR SUBTOTAL										**$67,860.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	2,000	mile	$0.700							$1,400.00
Courier Services	10	each	$30.000							$300.00
Overnight mail - letter size	10	each	$15.00							$150.00
Overnight mail - oversized box	5	each	$25.00							$125.00
Photocopies B/W (8.5 x 11)	1,000	each	$0.10							$100.00
Photocopies B/W (11 x 17)	2,500	each	$0.25							$625.00
Plot (Color on Bond)	200	SF	$3.50							$700.00
Report Printing, Binding, Tabbing	2	each	$50.00							$100.00
SUBTOTAL DIRECT EXPENSES										**$3,500.00**

SUMMARY	
DESIGN LABOR SUBTOTAL	$434,580.00
CONSTRUCTION LABOR SUBTOTAL	$67,860.00
OTHER DIRECT EXPENSES	$3,500.00
TOTAL	**$505,940.00**

FEE SCHEDULE

SUBPROVIDER: TERRACON
PROJECT NAME: OWENS ROAD

TASK DESCRIPTION	PRINCIPAL	SENIOR GEOLOGIST/ SCIENTIST	PROJECT GEOLOGIST/ SCIENTIST	SENIOR STAFF GEOLOGIST/ SCIENTIST	STAFF GEOLOGIST/ SCIENTIST	FIELD GEOLOGIST/ SCIENTIST	FIELD PROJECT MANAGER	CAD/GIS OPERATOR II	CONTRACT ADMINISTRATION SPECIALIST	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION										0	NA	NA	NA
PROJECT MEETINGS										0	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES										0	NA	NA	NA
PROJECT ADMINISTRATION										0	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION										0	NA	NA	NA
PREPARATION OF PER										0	NA	NA	NA
PER MEETING										0	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL										0	NA	NA	NA
										0			
Task 1 - Phase I Environmental Site Assessment			3	27		4		5	2	41			
Task 2 - WOTUS Assessment		2	4		40	5	10	10	2	73			
Task 3 - T&E Assessment		1	4	5	10	5		10	1	36			
Task 4 - Cultural Resources Desktop Assessment			4		10			5	1	20			
HOURS SUB-TOTALS	0	3	15	32	60	14	10	30	6	170		0	
CONTRACT RATE PER HOUR	$220.00	$210.00	$180.00	$150.00	$130.00	$110.00	$125.00	$110.00	$100.00			# OF SHEETS	
TOTAL LABOR COSTS	$0.00	$630.00	$2,700.00	$4,800.00	$7,800.00	$1,540.00	$1,250.00	$3,300.00	$600.00	$22,620.00			
LABOR SUBTOTAL										**$22,620.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Database/Historical Resources Package (Phase I ESA)	1	each	$ 700.00							$700.00
Mileage		mile	$0.750							$0.00
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								$0.00
SUBTOTAL DIRECT EXPENSES										**$700.00**

SUMMARY	
TOTAL LABOR COSTS	$22,620.00
OTHER DIRECT EXPENSES	$700.00
TOTAL	**$23,320.00**

FEE SCHEDULE

SUBPROVIDER: HTS
PROJECT NAME: OWENS ROAD

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	FIELD TECHNICIAN / LOGGER	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION												
Coordinate Soil Bore Locations/Mark/Utility Call-ins			1							1	N/A	N/A
Field Personnel and Management During Drilling			1		48					49	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation				8						8	N/A	N/A
Preliminary Geotechnical Report with Bridge Recommendations	1		2	16				2	2	23	N/A	N/A
Final Geotechnical Report with Bridge Recommendations	1		4	24				2	2	33	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal										0	N/A	N/A
HOURS SUB-TOTALS	2	0	8	48	48	0	0	4	4	114	#REF!	
CONTRACT RATE PER HOUR	$266.00		$176.00	$122.00	$96.00			$75.00	$75.00			
TOTAL LABOR COSTS	$532.00	$0.00	$1,408.00	$5,856.00	$4,608.00	$0.00	$0.00	$300.00	$300.00	$13,004.00		
% DISTRIBUTION OF STAFFING	1.75%	0.00%	7.02%	42.11%	42.11%	0.00%	0.00%	3.51%	3.51%			
SUBTOTAL FC 102 (110)										**$13,004.00**		

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	2	0	8	48	48	0	0	4	4	114	$13,004.00
SUBTOTAL LABOR EXPENSES	2	0	8	48	48	0	0	4	4		$13,004.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
Atterberg limits	44	ASTM D4318	$76.00	each					$3,344.00
Unconfined Compressive Strength (Soil)	26	ASTM D2166	$54.00	each					$1,404.00
Unconfined Compressive Strength (Rock)		ASTM D2938		each					$0.00
Soil Boring/Rock Coring without TCP (< 60 ft.)		N/A		LF					$0.00
Soil Boring/Rock Coring without TCP (> 60 ft.)		N/A		LF					$0.00
Borehole Grouting - Bentonite Chips		N/A		LF					$0.00
Determining Moisture Content in Soil Materials	44	Tex-103-E	$12.00	each					$528.00
Determining Liquid Limits of Soils		Tex-104-E		each					$0.00
Determining Plastic Soil Limits		Tex-105-E		each					$0.00
Calculating the Plasticity Index of Soils		Tex-106-E		each					$0.00
Particle Size Analysis of Soils		Tex-110-E		each					$0.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	44	Tex-111-E	$59.00	each					$2,596.00
Determining Sulfate Content in Soils - Colorimetric Method		Tex-145-E		each					$0.00
California Bearing Ratio with Standard Proctor	2	ASTM D-1883	$1,023.00	each					$2,046.00
Triaxial UU compression	2	ASTM D-2850	$77.00	each					$154.00
Triaxial CU compression	1	ASTM D-4767	$1,600.00	each					$1,600.00
Specific Gravity	1	ASTM D-854	$77.00	each					$77.00
Crumb tests	8	ASTM D-6572	$46.00	each					$368.00
Particle size analysis with hydrometer	2	ASTM D-7928	$164.00	each					$328.00
Double Hydrometer Test	4	ASTM D-4221	$266.00	each					$1,064.00
SUBTOTAL UNIT COSTS									**$13,509.00**

FEE SCHEDULE

SUBPROVIDER: HTS
PROJECT NAME: OWENS ROAD

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	FIELD TECHNICIAN / LOGGER	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage				mile					$0.00
Mobilization and Demobilization of Drilling Rig	1		$746.00	LS					$746.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	32		$59.00	Hours					$1,888.00
3" diameter borings (0' to 30')	240		$27.00	feet					$6,480.00
Asphalt Coring	20		$180.00	each					$3,600.00
Locate/identify borings/site visit	16		$59.00	Hours					$944.00
Install 1 piezometers to 20'	20		$26.00	feet					$520.00
Plugging/abandoning of piezomter	20		$21.00	feet					$420.00
SUBTOTAL DIRECT EXPENSES									**$14,598.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$13,004.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$13,509.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$14,598.00
GRAND TOTAL	$41,111.00

FEE SCHEDULE

SUBPROVIDER: WEISSER
PROJECT NAME: OWENS ROAD

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	FIELD COORDINATOR	SURVEY TECHNICIAN	CADD TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP								0		
ABSTRACTING/PREPARE ABSTRACT MAP			12	4	40	20	1	77	N/A	N/A
PREPARE PRELIMINARY RIGHT-OF-WAY SHEETS			12	2	40	20	1	75	N/A	N/A
PREPARE PARCEL PLATS AND FIELD NOTES								0		
PREPARE FINAL RIGHT-OF-WAY SHEETS			12	2	35	30	1	80	N/A	N/A
HOURS SUB-TOTALS	0	0	36	8	115	70	3	232	0	
CONTRACT RATE PER HOUR			$175.00	$110.00	$125.00	$100.00	$75.00			
TOTAL LABOR COSTS	$0.00	$0.00	$6,300.00	$880.00	$14,375.00	$7,000.00	$225.00	$28,780.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	15.52%	3.45%	49.57%	30.17%	1.29%			
SUBTOTAL FC 145								**$28,780.00**		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	FIELD COORDINATOR	SURVEY TECHNICIAN	CADD TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
ROE LETTERS, TRACKING, REPORTS								0	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP			13	4				17	N/A	N/A
PREPARE CONTROL AND DATA SHEETS			18	4	58	60	4	144		
OBSCURED FEATURES, CULVERTS, VISIBLE UTILITIES			16	14			10	40	N/A	N/A
MERGE AND UPDATE DTM AND TIN FILES			8		12	20	8	48	N/A	N/A
MERGE AND UPDATE PLANIMETRIC (DGN) FILES			12		16	40	8	76	N/A	N/A
SECTIONS			16		12	100	8	136	N/A	N/A
HOURS SUB-TOTALS	0	0	83	22	98	220	38	461	0	
CONTRACT RATE PER HOUR			$175.00	$110.00	$125.00	$100.00	$75.00			
TOTAL LABOR COSTS	$0.00	$0.00	$14,525.00	$2,420.00	$12,250.00	$22,000.00	$2,850.00	$54,045.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	18.00%	4.77%	21.26%	47.72%	8.24%			
SUBTOTAL FC 160 (150)								$54,045.00		

FEE SCHEDULE

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	0	0	36	8	115	70	3	232	$28,780.00
DESIGN SURVEY	0	0	83	22	98	220	38	461	$54,045.00
SUBTOTAL LABOR EXPENSES	0	0	119	30	213	290	38		$82,825.00

UNIT COSTS	# OF UNITS	Crew COST/UNIT	UNIT				
ESTABLISH HORIZONTAL AND VERTICAL CONTROL	40	$ 155.00	HOUR				$6,200.00
FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS	60	$ 155.00	HOUR				$9,300.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA	195	$ 155.00	HOUR				$30,225.00
RIGHT-OF-WAY STAKING	3	$ 9,085.00	EA				$27,255.00
PARCEL SURVEYS	0	$ 2,955.00	EA				$0.00
SURVEY SOIL BORING LOCATIONS	1	$ 3,530.00	EA				$3,530.00
SURVEY SUE INFORMATION	3	$ 3,730.00	EA				$11,190.00
SET ROW MONUMENTS AND PARCEL CORNERS			HOUR				$0.00
SUBTOTAL UNIT COSTS	302						**$87,700.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage			mile				$0.00
Certified Letter Return Receipt			each				$0.00
Standard Postage			each				$0.00
Deed Copies			sheet				$0.00
SUBTOTAL DIRECT EXPENSES							**$0.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$82,825.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$87,700.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$0.00
GRAND TOTAL	$170,525.00

FEE SCHEDULE

SUBPROVIDER: COBB FENDLEY
PROJECT NAME: OWENS ROAD

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR II	CADD OPERATOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES FIELD INSPECTOR SENIOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
Utility Engineering																
Utility Base Layouts			32			40		16						88	N/A	N/A
Utility Coordination Meetings (Attendance only, Coordinated by Program Mgr.)			8					4						12	N/A	N/A
Utility Kick Off Mtg & Field Review			6					4	8				1	19	N/A	N/A
CAD file and Records Research/Contact List			24			40		12						76	N/A	N/A
Progress Mtgs w County and it's reps								8						8	N/A	N/A
Initial Utility Conflict Matrix			40							16				56	N/A	N/A
														0		
HOURS SUB-TOTALS	0	0	110	0	0	80	0	44	8	16	0	0	1	259	#REF!	
CONTRACT RATE PER HOUR			$152.00			$176.00		$258.00	$176.00	$258.00		$176.00	$128.00			
TOTAL LABOR COSTS	$0.00	$0.00	$16,720.00	$0.00	$0.00	$14,080.00	$0.00	$11,352.00	$1,408.00	$4,128.00	$0.00	$0.00	$128.00	$47,816.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	42.47%	0.00%	0.00%	30.89%	0.00%	16.99%	3.09%	6.18%	0.00%	0.00%	0.39%			
SUBTOTAL FC 135 (135)														**$47,816.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES FIELD INSPECTOR SENIOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
Utility Engineering	0	0	110	0	0	80	0	44	8	16	0	0	1	259	$47,816.00
SUBTOTAL LABOR EXPENSES	0	0	110	0	0	80	0	44	8	16	0	0	1		$47,816.00

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT									
SUE Mobilization/Demobilization				mile									$0.00
SUE (Quality Level D)				LF									$0.00
SUE (Quality Level C)				LF									$0.00
SUE (Quality Level B - Utility Designation)				LF									$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft				each									$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft				each									$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft				each									$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft				each									$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft				FT									$0.00
One (1) Designating Person with equipment				hour									$0.00
Two (2) Designating Person with equipment	30		$208.00	hour									$6,240.00
Two (2) Person Vacuum Excavation with equipment	10		$359.00	hour									$3,590.00
Two (2) Person Survey Crew	20		$176.00	hour									$3,520.00
Coring and repairing the pavement includes labor, equipment, and materials				each									$0.00
SUBTOTAL UNIT COSTS													**$13,350.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT									
Mileage	450		$0.670	mile									$301.50
Backfill	1		$200.000	CY									$200.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	1		$2,000.00	day									$2,000.00
SUBTOTAL DIRECT EXPENSES													**$2,501.50**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$47,816.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$13,350.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$2,501.50
GRAND TOTAL	$63,667.50

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

Gannett Fleming

Job Classification	Maximum Raw Salary Rate
Principal	$150.00
Senior Project Manager	$130.00
Deputy Project Manager	$125.00
Support Manager	$125.00
Senior Tolling Advisor	$120.00
Quality Manager	$120.00
Senior Project Engineer	$100.00
Project Engineer	$75.00
Design Engineer	$70.00
Senior Traffic Engineer	$100.00
Traffic Engineer	$75.00
Senior Structural Engineer	$100.00
Structural Engineer	$80.00
Senior Electrical Engineer	$100.00
Electrical Engineer	$80.00
Engineer-In-Training II	$65.00
Engineer-In-Training I	$55.00
Senior CADD Technician	$50.00
CADD Technician	$45.00
Junior CADD Technician	$40.00
Senior Engineering Technician	$55.00
Engineering Technician	$50.00
Junior Engineering Technician	$40.00
Senior Scheduler	$75.00
GIS Specialist	$75.00
GIS Technician	$60.00
Survey Project Manager (TX RPLS)	$90.00
Project Manager (TX RPLS)	$80.00
Survey Technician	$50.00
3-Person Survey Crew	$120.00
4-Person Survey Crew	$150.00
SUE Project Manager	$120.00
SUE Senior Engineer	$80.00
SUE Project Engineer	$65.00
SUE Engineer-In-Training	$55.00
SUE Engineering Technician	$55.00
Senior Utilities Coordinator	$95.00
Administrative / Clerical	$40.00

Appendix C
Insurance

Engineer's Insurance Requirements. 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.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
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 BGE, Inc.**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to make improvements to various intersections within Precinct 2 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 **$395,776.50** 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 **$30,260.00** 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 **$426,036.50** 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. Time of Performance

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. Delays and Damages

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. Compliance with Laws

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 EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (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 Chad Criswell, BGE, Inc., 23501 Cinco Ranch Blvd Suite A-250, Katy, TX 77494, 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 after 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 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. Successors and Assigns

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. Independent Engineer

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. Additional Statutory Requirements. Certain State Law Requirements for Contracts. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 above written.

COUNTY:	ENGINEER:
WALLER COUNTY	BGE, Inc.
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Chad Criswell
_____	_____
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 $426,036.50 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Riley Road at Stonebridge Parkway, Bowler Road at Kyle Road and Hegar Road at Magnolia Road

The proposed improvements include intersection improvements for:
- Riley Road at Stonebridge Parkway
- Bowler Road at Kyle Road
- Hegar Road at Magnolia Road..

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with the governing drainage district and water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Fort Bend County criteria/design manual.

2. 90% Engineering and Design

- Perform detailed field survey for the detailed design phase.
- Perform detailed SUE QL A-D for the detailed design phase.

Scope of Services
Riley Road at Stonebridge Parkway, Bowler Road at Kyle Road and Hegar Road at Magnolia Road

- Perform geotechnical evaluation for pavement or structural design in the final design phase.

- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.

- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).

- Evaluate ROW requirements for roadway based on preliminary cross sections.

- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.

- Provide updated construction cost estimates based on the preliminary design.

- Attend 90% review meeting at Waller County facility.

- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11”x17” sheets.

- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.

- Obtain environmental permit approvals prior to project bidding.

- Prepare project title sheet and index sheet

- Prepare horizontal alignment data

- Prepare typical sections

- Prepare roadway plan and profile sheets to include existing topo

- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.

- Prepare culvert layouts sheets with hydrologic and hydraulic data.

- Prepare drainage and roadway details.

Scope of Services
Riley Road at Stonebridge Parkway, Bowler Road at Kyle Road and Hegar Road at Magnolia Road

- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare flashing beacon details.
- Prepare traffic control plans.
- Prepare illumination details.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, Sanitary/Water line details (or relocation details), driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.
- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

FEE SCHEDULE

BGE, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	HOURS PER UNIT
GENERAL											
DATA COLLECTION	8		8	8				4	28		
PROJECT MEETINGS	12		12	12					36		
COORDINATION WITH LOCAL AGENCIES			8	8					16		
PROJECT ADMINISTRATION											
~~COORDINATE WITH EXISTING AND FUTURE DEVELOPMENT~~									0		
QA/QC	6	16							22		
COORDINATE WITH SUBS	8		14	14					36		
PROJECT SCHEDULE	4	8	4						16		
PREPARE INVOICES AND PROGRESS REPORTS	4		8					8	20		
OBTAIN ROE			2	6				4	12		
PRELIMINARY ENGINEERING											
FIELD SURVEYING COORDINATION	2		4	4	8	8			26		
SUE COORDINATION	2		4	8					14		
GEOTECH COORDINATION	2		4	8					14		
ENVIRONMENTAL CONTRAINTS EVALUATION	2		2	4					8		
EVALUTE INTERSECTION SIGHT TRIANGLES				4	8				12		
EVALUATE ROW REQUIREMENTS			2	3	8	4			17		
CONSTRUCTION COST ESTIMATES			12	24	20				56		
PREPARATION 90% PLANS			8	16					24		
90% REVIEW MEETING	8		8						16		
PREPARATION OF M&B FOR ROW	2		4	8					14		
FINAL DESIGN											
TITLE SHEET AND INDEX			1	8	8	2	4		23	1	23
~~INDEX~~											
HORIZONTAL ALIGNMENT DATA				4	12	4			20	1	20
EXISTING TYPICAL SECTIONS			2	6	12	8	4		32	1	32
~~PROPOSED TYPICAL SECTIONS (BOWER ONLY)~~									0		
~~ROADWAY PLAN & PROFILE SHEETS (50 SCALE)~~									0		
ROADWAY DETAILS	1		2		8	2	2		15	1	15
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50') (BOWER ONLY)			4	8	60	20			92	60	2
CULVERT LAYOUT SHEETS	1		4	8	30	16			59	2	30
DRAINAGE CALCULATIONS				4	24	8			36	1	36
DRAINAGE DETAILS	1			6	24	32			63	2	32
DRAINAGE AREA MAP					8	12			20	1	20
SIGNING AND STRIPING LAYOUTS (50 SCALE)				8	36	24			68	3	23
TCP LAYOUTS	1		8	24	60	60	16		169	6	28
TCP DETAILS				4	24	8			36	1	36
SW3P LAYOUTS (ON INTERSECTION LAYOUT)			4		12	12	4		32		
EROSION CONTROL DETAILS				2	6	10			18	1	18
MISCELLENAEOUS ITEMS											
INTERSECTION LAYOUTS (40 Scale)	2		6	12	18	24	12		74	3	25
~~MISCELLENAEOUS DETAILS~~									0		
PREPARATION OF STANDARDS				2	4	24	24		54	30	2
DETAILED CONSTRUCTION COST ESTIMATE			8	8	24				40		
~~QUANTITIES~~									0		
PRODUCE PROJECT MANUAL	2		8		12			12	34		
HOURS SUB-TOTALS	68	24	151	231	426	278	66	28	1,272	114	
CONTRACT RATE PER HOUR	$275.00	$265.00	$175.00	$150.00	$125.00	$110.00	$85.00	$80.00			OF SHEET
TOTAL LABOR COSTS	$18,700.00	$6,360.00	$26,425.00	$34,650.00	$53,250.00	$30,580.00	$5,610.00	$2,240.00	$177,815.00		
LABOR SUBTOTAL									**$177,815.00**		
	$84.00	$57.00	$49.00	$44.00	$37.00	$30.00	$26.00	$27.00			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
Mileage	300	mile	$0.700						$210.00
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							$0.00
SUBTOTAL DIRECT EXPENSES									**$210.00**

SUMMARY	
TOTAL LABOR COSTS	$177,815.00
OTHER DIRECT EXPENSES	$210.00
TOTAL	**$178,025.00**

FEE SCHEDULE

BGE, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	HOURS PER UNIT
CONSTRUCTION PHASE SERVICES											
ADMINSTRATIVE DOCUMENTS	2		6					8	16		
ATTEND PRE-BID MEETING	8		8						16		
RESPOND TO QUESTIONS	2		8	12					22		
PRECONSTRUCTION MEETING	4		4						8		
ATTEND FIELD MEETINGS AND SITE VISITS	8		16						24		
PREPARATION OF CHANGE ORDERS	2		16		12	4			34		
RESPOND TO RFIS	2		4	8					14		
ANSWER GENERAL QUESTIONS			4	4	8				16		
PROVIDE RECORD DRAWINGS				4	16		12		32		
HOURS SUB-TOTALS	28	0	66	28	36	4	12	8	182	0	
CONTRACT RATE PER HOUR	$275.00	$265.00	$175.00	$150.00	$125.00	$110.00	$85.00	$80.00			OF SHEET
TOTAL LABOR COSTS	$7,700.00	$0.00	$11,550.00	$4,200.00	$4,500.00	$440.00	$1,020.00	$640.00	$30,050.00		
LABOR SUBTOTAL									**$30,050.00**		
	$84.00	$57.00	$49.00	$44.00	$37.00	$30.00	$26.00	$27.00			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
Mileage	300	mile	$0.700						$210.00
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							$0.00
SUBTOTAL DIRECT EXPENSES									**$210.00**

SUMMARY	
TOTAL LABOR COSTS	$30,050.00
OTHER DIRECT EXPENSES	$210.00
TOTAL	**$30,260.00**

FEE SCHEDULE

BGE, Inc. - Traffic

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL												
DATA COLLECTION			6	6					12	NA	NA	NA
BOWLER ROAD AT KYLE ROAD (90%)												
QUANTITIES			4	4	6				14	NA	NA	NA
ILLUMINATION DETAILS												
ILLUMINATION LAYOUT		1	9	12	30		3		55	NA	NA	NA
CIRCUIT DIAGRAM		1	6	2	8		3		20	NA	NA	NA
HEGAR ROAD AT MAGNOLIA ROAD (90%)												
QUANTITIES			2	6	6				14	NA	NA	NA
FLASHING BEACON WITH ILLUMINATION DETAILS												
FLASHING BEACON NOTES			1	2	2				5	NA	NA	NA
EXISTING CONDITIONS LAYOUT		1	2	6	10		3		22	NA	NA	NA
PROPOSED CONDITIONS LAYOUT		1	6	10	18		3		38	NA	NA	NA
FLASHING BEACON DETAILS LAYOUT		1	6	10	18		3		38	NA	NA	NA
RILEY ROAD AT STONE BRIDGE (90%)												
QUANTITIES			4	4	6				14	NA	NA	NA
ILLUMINATION DETAILS												
ILLUMINATION LAYOUT		1	9	12	30		3		55	NA	NA	NA
CIRCUIT DIAGRAM		1	6	2	8		3		20	NA	NA	NA
QAQC		2	16						18	NA	NA	NA
FINAL DESIGN												
BOWLER ROAD AT KYLE ROAD												
QUANTITIES			4	2	4				10	NA	NA	NA
ILLUMINATION DETAILS												
ILLUMINATION LAYOUT		1	5	4	6				16	NA	NA	NA
CIRCUIT DIAGRAM		1	1	1	2				5	NA	NA	NA
HEGAR ROAD AT MAGNOLIA ROAD												
QUANTITIES			2	4	4				10	NA	NA	NA
FLASHING BEACON WITH ILLUMINATION DETAILS												
FLASHING BEACON NOTES			1	1	1				3	NA	NA	NA
EXISTING CONDITIONS LAYOUT			1	2	2				5	NA	NA	NA
PROPOSED CONDITIONS LAYOUT		1	2	4	6				13	NA	NA	NA
FLASHING BEACON DETAILS LAYOUT		1	2	4	6				13	NA	NA	NA
RILEY ROAD AT STONE BRIDGE												
QUANTITIES			4	2	4				10	NA	NA	NA
ILLUMINATION DETAILS												
ILLUMINATION LAYOUT		1	5	4	6				16	NA	NA	NA
CIRCUIT DIAGRAM		1	1	1	2				5	NA	NA	NA
PREPARATION OF STANDARDS			5	6	14				25	NA	NA	NA
HOURS SUB-TOTALS	0	15	110	111	199	0	21	0	456		0	
CONTRACT RATE PER HOUR	$275.00	$200.00	$175.00	$150.00	$125.00	$110.00	$85.00	$80.00			# OF SHEETS	
TOTAL LABOR COSTS	$0.00	$3,000.00	$19,250.00	$16,650.00	$24,875.00	$0.00	$1,785.00	$0.00	$65,560.00			
LABOR SUBTOTAL									**$65,560.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
Mileage	150	mile	$0.700						$105.00
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							$0.00
SUBTOTAL DIRECT EXPENSES									**$105.00**

SUMMARY	
TOTAL LABOR COSTS	$65,560.00
OTHER DIRECT EXPENSES	$105.00
TOTAL	**$65,665.00**

FEE SCHEDULE

Raba Kistner - Environmental

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ENV SCIENTIST III	ENV SCIENTIST I	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
PROJECT MEETINGS	12									12	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	4									4	NA	NA	NA
PROJECT ADMINISTRATION	4								2	6	NA	NA	NA
PRELIMINARY ENGINEERING													
DATA COLLECTION	2					2	8			12	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION	14					20	60	8		102	NA	NA	NA
										0			
HOURS SUB-TOTALS	36	0	0	0	0	22	68	8	2	136		0	
CONTRACT RATE PER HOUR	$175.00	$100.00	$100.00	$100.00	$100.00	$135.00	$95.00	$122.00	$92.00			# OF SHEETS	
TOTAL LABOR COSTS	$6,300.00	$0.00	$0.00	$0.00	$0.00	$2,970.00	$6,460.00	$976.00	$184.00	$16,890.00			
LABOR SUBTOTAL										**$16,890.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	150	mile	$0.670							$100.50
Environmental Database	3	each	$250.00							$750.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)		each								$0.00
Photocopies B/W (11 x 17)		each								$0.00
SUBTOTAL DIRECT EXPENSES										**$850.50**

SUMMARY	
TOTAL LABOR COSTS	$16,890.00
OTHER DIRECT EXPENSES	$850.50
TOTAL	**$17,740.50**

FEE SCHEDULE

Rabe Kistner - Hegar Road

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION												
Coordinate Soil Bore Locations/Mark/Utility Call-ins			1			1	1			3	N/A	N/A
Field Personnel and Management During Drilling						1	8			9	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation								2		2	N/A	N/A
Preliminary Geotechnocal Report with Bridge Reccomendations	1	1	4			12		1		19	N/A	N/A
Final Geotechincal Report with Bridge Reccomendations	1	1	2			4				8	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal		1	1			2				4	N/A	N/A
Design Meetings		2	2							4	N/A	N/A
HOURS SUB-TOTALS	2	5	10	0	0	20	9	3	0	49	#REF!	
CONTRACT RATE PER HOUR	$190.00	$170.00	$150.00	$100.00	$100.00	$100.00	$80.00	$55.00	$55.00			
TOTAL LABOR COSTS	$380.00	$850.00	$1,500.00	$0.00	$0.00	$2,000.00	$720.00	$165.00	$0.00	$5,615.00		
% DISTRIBUTION OF STAFFING	4.08%	10.20%	20.41%	0.00%	0.00%	40.82%	18.37%	6.12%	0.00%			
SUBTOTAL FC 102 (110)										**$5,615.00**		

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	2	5	10	0	0	20	9	3	0	49	$5,615.00
SUBTOTAL LABOR EXPENSES	2	5	10	0	0	20	9	3	0		$5,615.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
Unconfined Compressive Strength (Soil)	4	ASTM D2166	$45.00	each					$180.00
Unconfined Compressive Strength (Rock)		ASTM D2938		each					$0.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	40	N/A	$18.00	LF					$720.00
Soil Boring/Rock Coring without TCP (> 60 ft.)		N/A		LF					$0.00
Borehole Grouting - Bentonite Chips	40	N/A	$7.00	LF					$280.00
Pavement Coring, thickness up to 6" (Each)	1	N/A	$150.00	each					$150.00
Pavement Coring, thickness 6" to 12" per inch	2	N/A	$12.00	inch					$24.00
Patch Asphalt Cold Mix/ Ready Mix Concrete per core	1	N/A	$50.00	each					$50.00
Determining Moisture Content in Soil Materials	10	Tex-103-E	$9.00	each					$90.00
Determining Liquid Limits of Soils	4	Tex-104-E	$25.00	each					$100.00
Determining Plastic Soil Limits	4	Tex-105-E	$29.00	each					$116.00
Calculating the Plasticity Index of Soils	4	Tex-106-E	$30.00	each					$120.00
Particle Size Analysis of Soils		Tex-110-E	$48.00	each					$0.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	4	Tex-111-E	$48.00	each					$192.00
Determining Sulfate Content in Soils - Colorimetric Method	2	Tex-145-E	$170.00	each					$340.00
SUBTOTAL UNIT COSTS									**$2,362.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage	60		$1.000	mile					$60.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	150		$6.00	mile					$900.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	1		$2,420.00	day					$2,420.00
SUBTOTAL DIRECT EXPENSES									**$3,380.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$5,615.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$2,362.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$3,380.00
GRAND TOTAL	$11,357.00

FEE SCHEDULE - Hegar Road Intersection

Landtech - Hegar Road

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.	1	5	25	4				35	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 0 PARCELS.	0	0	0	0				0	N/A	N/A
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.	0	0	0	0				0		
HOURS SUB-TOTALS	1	5	25	4	0	0	0	35	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$230.00	$940.00	$3,250.00	$460.00	$0.00	$0.00	$0.00	$4,880.00		
% DISTRIBUTION OF STAFFING	2.86%	14.29%	71.43%	11.43%	0.00%	0.00%	0.00%			
SUBTOTAL FC 145								**$4,880.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPES OF ROE LETTERS AND TRACKING REPORT.	0	0	1	0				1	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	1	3	0				5	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	1	1	0	4				6	N/A	N/A
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.	0	1	3	0				4	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	1	1	0	8				10	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 PERFORMED UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED..	0	3	3	0				6	N/A	N/A
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 UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED	0	3	3	0				6	N/A	N/A
OTHER CONSTRUCTION PHASE SERVICES										

FEE SCHEDULE - Hegar Road Intersection

Landtech - Hegar Road

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
HOURS SUB-TOTALS	3	10	13	12	0	0	0	38	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$690.00	$1,880.00	$1,690.00	$1,380.00	$0.00	$0.00	$0.00	$5,640.00		
% DISTRIBUTION OF STAFFING	7.89%	26.32%	34.21%	31.58%	0.00%	0.00%	0.00%			
SUBTOTAL FC 160 (150)								**$5,640.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR				TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	1	5	25	4	0	0	0	35	$4,880.00
DESIGN SURVEY	3	10	13	12	0	0	0	38	$5,640.00
SUBTOTAL LABOR EXPENSES	4	15	38	16	0	0	0		**$10,520.00**

UNIT COSTS	# OF UNITS	2- Person Survey Crew COST/UNIT	UNIT				
FIELD SURVEY - RIGHT-OF-WAY SURVEY	7	$ 200.00	HOUR				$1,400.00
FIELD SURVEY - DESIGN SURVEY	51	$ 200.00	HOUR				$10,200.00
SUBTOTAL UNIT COSTS	58						**$11,600.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	420	$0.700	mile				$294.00
SUBTOTAL DIRECT EXPENSES							**$294.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$10,520.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$11,600.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$294.00
GRAND TOTAL	**$22,414.00**

COST BY FUNCTION				
	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$4,880.00	$1,400.00	$42.00	$6,322.00
DESIGN SURVE	$5,640.00	$10,200.00	$252.00	$16,092.00
TOTAL	$10,520.00	$11,600.00	$294.00	**$22,414.00**

FEE SCHEDULE - Bowler Road Intersection

Landtech - Bowler

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.	1	5	21	4				31	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 2 PARCELS.	1	2	8	12				23	N/A	N/A
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.	2	4	11	12				29	N/A	N/A
HOURS SUB-TOTALS	4	11	40	28	0	0	0	83	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$920.00	$2,068.00	$5,200.00	$3,220.00	$0.00	$0.00	$0.00	$11,408.00		
% DISTRIBUTION OF STAFFING	4.82%	13.25%	48.19%	33.73%	0.00%	0.00%	0.00%			
SUBTOTAL FC 145								**$11,408.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPES OF ROE LETTERS AND TRACKING REPORT.	0	0	1	0				1	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	1	3	0				5	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	1	1	0	4				6		
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.	0	1	3	0				4	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	1	1	0	8				10	N/A	N/A
SURVEY 1 GEOTECHNICAL BORING (REQUIRES SEPARATE MOBILIZATION)	0	0	1	0				1	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 PERFORMED UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED..	0	3	3	0				6	N/A	N/A
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 UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED	0	3	3	0				6	N/A	N/A

FEE SCHEDULE - Bowler Road Intersection

Landtech - Bowler

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
OTHER CONSTRIUCTION PHASE SERVICES										
HOURS SUB-TOTALS	3	10	14	12	0	0	0	39	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$690.00	$1,880.00	$1,820.00	$1,380.00	$0.00	$0.00	$0.00	$5,770.00		
% DISTRIBUTION OF STAFFING	7.69%	25.64%	35.90%	30.77%	0.00%	0.00%	0.00%			
SUBTOTAL FC 160 (150)								**$5,770.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR				TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	4	11	40	28	0	0	0	83	$11,408.00
DESIGN SURVEY	3	10	14	12	0	0	0	39	$5,770.00
SUBTOTAL LABOR EXPENSES	7	21	54	40	0	0	0		**$17,178.00**

UNIT COSTS	# OF UNITS	2- Person Survey Crew COST/UNIT	UNIT				
FIELD SURVEY - RIGHT-OF-WAY SURVEY	11	$ 200.00	HOUR				$2,200.00
FIELD SURVEY - DESIGN SURVEY	66	$ 200.00	HOUR				$13,200.00
SUBTOTAL UNIT COSTS	77						**$15,400.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	600	$0.700	mile				$420.00
SUBTOTAL DIRECT EXPENSES							**$420.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$17,178.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$15,400.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$420.00
GRAND TOTAL	**$32,998.00**

COST BY FUNCTION				
	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$11,408.00	$2,200.00	$84.00	$13,692.00
DESIGN SURVEY	$5,770.00	$13,200.00	$336.00	$19,306.00
TOTAL	$17,178.00	$15,400.00	$420.00	**$32,998.00**

FEE SCHEDULE - Riley Road Intersection

Landtech - Riley

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.	2	8	28	11				49	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 0 PARCELS.	0	0	0	0				0	N/A	N/A
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.	0	0	0	0				0	N/A	N/A
HOURS SUB-TOTALS	2	8	28	11	0	0	0	49	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$460.00	$1,504.00	$3,640.00	$1,265.00	$0.00	$0.00	$0.00	$6,869.00		
% DISTRIBUTION OF STAFFING	4.08%	16.33%	57.14%	22.45%	0.00%	0.00%	0.00%			
SUBTOTAL FC 145								**$6,869.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPES OF ROE LETTERS AND TRACKING REPORT.	0	0	1	0				1	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	1	3	0				5	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	1	1	0	4				6	N/A	N/A
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.	0	1	4	0				5	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	1	1	0	8				10	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 PERFORMED UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED..	0	3	3	0				6	N/A	N/A
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 UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED	0	3	3	0				6	N/A	N/A
OTHER CONSTRUCTION PHASE SERVICES										

FEE SCHEDULE - Riley Road Intersection

Landtech - Riley

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
HOURS SUB-TOTALS	3	10	14	12	0	0	0	39	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$690.00	$1,880.00	$1,820.00	$1,380.00	$0.00	$0.00	$0.00	$5,770.00		
% DISTRIBUTION OF STAFFING	7.69%	25.64%	35.90%	30.77%	0.00%	0.00%	0.00%			
SUBTOTAL FC 160 (150)								**$5,770.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR				TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	2	8	28	11	0	0	0	49	$6,869.00
DESIGN SURVEY	3	10	14	12	0	0	0	39	$5,770.00
SUBTOTAL LABOR EXPENSES	5	18	42	23	0	0	0		**$12,639.00**

UNIT COSTS	# OF UNITS	2- Person Survey COST/UNIT	UNIT				
FIELD SURVEY - RIGHT-OF-WAY SURVEY	8	$ 200.00	HOUR				$1,600.00
FIELD SURVEY - DESIGN SURVEY	70	$ 200.00	HOUR				$14,000.00
SUBTOTAL UNIT COSTS	78						**$15,600.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	540	$0.700	mile				$378.00
SUBTOTAL DIRECT EXPENSES							**$378.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$12,639.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$15,600.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$378.00
GRAND TOTAL	**$28,617.00**

COST BY FUNCTION				
	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$6,869.00	$1,600.00	$42.00	$8,511.00
DESIGN SURVEY	$5,770.00	$14,000.00	$336.00	$20,106.00
TOTAL	$12,639.00	$15,600.00	$378.00	**$28,617.00**

FEE SCHEDULE

CFA

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
Utility Engineering														
Utility Base Layouts			24		28			12				64	N/A	N/A
~~Utility Coordination Meetings~~												0	N/A	N/A
Utility Kick Off Mtg & Field Review			4					4	6		1	15	N/A	N/A
CAD File and Records Research/Contact List			12		24			8				44	N/A	N/A
Progress Mtgs w County and it's reps								8				8	N/A	N/A
Initial Utility Conflict Matrix			24							8		32	N/A	N/A
HOURS SUB-TOTALS	0	0	64	0	52	0	0	32	6	8	1	163	#REF!	
CONTRACT RATE PER HOUR			$152.00		$176.00			$258.00	$176.00	$258.00	$128.00			
TOTAL LABOR COSTS	$0.00	$0.00	$9,728.00	$0.00	$9,152.00	$0.00	$0.00	$8,256.00	$1,056.00	$2,064.00	$128.00	$30,384.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	39.26%	0.00%	31.90%	0.00%	0.00%	19.63%	3.68%	4.91%	0.61%			
SUBTOTAL FC 135 (135)												**$30,384.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
Utility Engineering	0	0	64	0	52	0	0	32	6	8	1	163	$30,384.00
SUBTOTAL LABOR EXPENSES	0	0	64	0	52	0	0	32	6	8	1		$30,384.00

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT	
SUE Mobilization/Demobilization			mile	$0.00
SUE (Quality Level D)			LF	$0.00
SUE (Quality Level C)			LF	$0.00
SUE (Quality Level B - Utility Designation)			LF	$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft			each	$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft			each	$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft			each	$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft			each	$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft			FT	$0.00
One (1) Designating Person with equipment			hour	$0.00
Two (2) Designating Person with equipment	30	$208.00	hour	$6,240.00
Two (2) Person Vacuum Excavation with equipment			hour	$0.00
Two (2) Person Survey Crew	12	$176.00	hour	$2,112.00
Coring and repairing the pavement includes labor, equipment, and materials			each	$0.00
SUBTOTAL UNIT COSTS				**$8,352.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT	
Mileage	320	$0.700	mile	$224.00
Backfill		$200.000	CY	$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)		$2,000.00	day	$0.00
SUBTOTAL DIRECT EXPENSES				**$224.00**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$30,384.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$8,352.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$224.00
GRAND TOTAL	$38,960.00

FEE SCHEDULE - Bowler Road Intersection

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.	1	5	21	4				31	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 2 PARCELS.	1	2	8	12				23	N/A	N/A
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.	2	4	11	12				29	N/A	N/A
HOURS SUB-TOTALS	4	11	40	28	0	0	0	83	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$920.00	$2,068.00	$5,200.00	$3,220.00	$0.00	$0.00	$0.00	$11,408.00		
% DISTRIBUTION OF STAFFING	4.82%	13.25%	48.19%	33.73%	0.00%	0.00%	0.00%			
SUBTOTAL FC 145								**$11,408.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPES OF ROE LETTERS AND TRACKING REPORT.	0	0	1	0				1	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	1	3	0				5	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	1	1	0	4				6		
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.	0	1	3	0				4	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	1	1	0	8				10	N/A	N/A
SURVEY 1 GEOTECHNICAL BORING (REQUIRES SEPARATE MOBILIZATION)	0	0	1	0				1	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 PERFORMED UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED..	0	3	3	0				6	N/A	N/A
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 UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED	0	3	3	0				6	N/A	N/A
OTHER CONSTRIUCTION PHASE SERVICES										
HOURS SUB-TOTALS	3	10	14	12	0	0	0	39	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$690.00	$1,880.00	$1,820.00	$1,380.00	$0.00	$0.00	$0.00	$5,770.00		
% DISTRIBUTION OF STAFFING	7.69%	25.64%	35.90%	30.77%	0.00%	0.00%	0.00%			
SUBTOTAL FC 160 (150								**$5,770.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR				TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	4	11	40	28	0	0	0	83	$11,408.00
DESIGN SURVEY	3	10	14	12	0	0	0	39	$5,770.00
SUBTOTAL LABOR EXPENSES	7	21	54	40	0	0	0		**$17,178.00**

UNIT COSTS	# OF UNITS	2- Person Survey Crew COST/UNIT	UNIT				
FIELD SURVEY - RIGHT-OF-WAY SURVEY	11	$ 200.00	HOUR				$2,200.00
FIELD SURVEY - DESIGN SURVEY	66	$ 200.00	HOUR				$13,200.00
SUBTOTAL UNIT COSTS	77						**$15,400.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	600	$0.700	mile				$420.00
SUBTOTAL DIRECT EXPENSES							**$420.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$17,178.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$15,400.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$420.00
GRAND TOTAL	**$32,998.00**

COST BY FUNCTION	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$11,408.00	$2,200.00	$84.00	$13,692.00
DESIGN SURVEY	$5,770.00	$13,200.00	$336.00	$19,306.00
TOTAL	$17,178.00	$15,400.00	$420.00	**$32,998.00**

FEE SCHEDULE - Riley Road Intersection

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.	2	8	28	11				49	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 0 PARCELS.	0	0	0	0				0	N/A	N/A
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.	0	0	0	0				0	N/A	N/A
HOURS SUB-TOTALS	2	8	28	11	0	0	0	49	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$460.00	$1,504.00	$3,640.00	$1,265.00	$0.00	$0.00	$0.00	$6,869.00		
% DISTRIBUTION OF STAFFING	4.08%	16.33%	57.14%	22.45%	0.00%	0.00%	0.00%			
SUBTOTAL FC 145								**$6,869.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPES OF ROE LETTERS AND TRACKING REPORT.	0	0	1	0				1	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	1	3	0				5	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	1	1	0	4				6	N/A	N/A
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.	0	1	4	0				5	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	1	1	0	8				10	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 PERFORMED UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED..	0	3	3	0				6	N/A	N/A
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 UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED	0	3	3	0				6	N/A	N/A
OTHER CONSTRUCTION PHASE SERVICES										
HOURS SUB-TOTALS	3	10	14	12	0	0	0	39	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$690.00	$1,880.00	$1,820.00	$1,380.00	$0.00	$0.00	$0.00	$5,770.00		
% DISTRIBUTION OF STAFFING	7.69%	25.64%	35.90%	30.77%	0.00%	0.00%	0.00%			
SUBTOTAL FC 160 (150)								**$5,770.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR				TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	2	8	28	11	0	0	0	49	$6,869.00
DESIGN SURVEY	3	10	14	12	0	0	0	39	$5,770.00
SUBTOTAL LABOR EXPENSES	5	18	42	23	0	0	0		**$12,639.00**

UNIT COSTS	# OF UNITS	Crew COST/UNIT	UNIT				
FIELD SURVEY - RIGHT-OF-WAY SURVEY	8	$ 200.00	HOUR				$1,600.00
FIELD SURVEY - DESIGN SURVEY	70	$ 200.00	HOUR				$14,000.00
SUBTOTAL UNIT COSTS	78						**$15,600.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	540	$0.700	mile				$378.00
SUBTOTAL DIRECT EXPENSES							**$378.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$12,639.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$15,600.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$378.00
GRAND TOTAL	**$28,617.00**

COST BY FUNCTION				
	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$6,869.00	$1,600.00	$42.00	$8,511.00
DESIGN SURVEY	$5,770.00	$14,000.00	$336.00	$20,106.00
TOTAL	$12,639.00	$15,600.00	$378.00	**$28,617.00**

FEE SCHEDULE - Hegar Road Intersection

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.	1	5	25	4				35	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 0 PARCELS.	0	0	0	0				0	N/A	N/A
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.	0	0	0	0				0		
HOURS SUB-TOTALS	1	5	25	4	0	0	0	35	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$230.00	$940.00	$3,250.00	$460.00	$0.00	$0.00	$0.00	$4,880.00		
% DISTRIBUTION OF STAFFING	2.86%	14.29%	71.43%	11.43%	0.00%	0.00%	0.00%			
SUBTOTAL FC 145								**$4,880.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
REQUEST RIGHT OF ENTRY (ROE) FROM ALL ADJACENT LANDOWNERS. PROIVDE COPES OF ROE LETTERS AND TRACKING REPORT.	0	0	1	0				1	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	1	3	0				5	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	1	1	0	4				6	N/A	N/A
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.	0	1	3	0				4	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	1	1	0	8				10	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 PERFORMED UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED..	0	3	3	0				6	N/A	N/A
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 UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED	0	3	3	0				6	N/A	N/A
OTHER CONSTRUCTION PHASE SERVICES										
HOURS SUB-TOTALS	3	10	13	12	0	0	0	38	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$690.00	$1,880.00	$1,690.00	$1,380.00	$0.00	$0.00	$0.00	$5,640.00		
% DISTRIBUTION OF STAFFING	7.89%	26.32%	34.21%	31.58%	0.00%	0.00%	0.00%			
SUBTOTAL FC 160 (150)								**$5,640.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR				TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	1	5	25	4	0	0	0	35	$4,880.00
DESIGN SURVEY	3	10	13	12	0	0	0	38	$5,640.00
SUBTOTAL LABOR EXPENSES	4	15	38	16	0	0	0		**$10,520.00**

UNIT COSTS	# OF UNITS	2- Person Survey Crew COST/UNIT	UNIT				
FIELD SURVEY - RIGHT-OF-WAY SURVEY	7	$ 200.00	HOUR				$1,400.00
FIELD SURVEY - DESIGN SURVEY	51	$ 200.00	HOUR				$10,200.00
SUBTOTAL UNIT COSTS	58						**$11,600.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	420	$0.700	mile				$294.00
SUBTOTAL DIRECT EXPENSES							**$294.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$10,520.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$11,600.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$294.00
GRAND TOTAL	**$22,414.00**

COST BY FUNCTION				
	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$4,880.00	$1,400.00	$42.00	$6,322.00
DESIGN SURVE	$5,640.00	$10,200.00	$252.00	$16,092.00
TOTAL	$10,520.00	$11,600.00	$294.00	**$22,414.00**

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

BGE

Job Classification	Maximum Raw Salary Rate
Principal	$150.00
Senior Project Manager	$120.00
Deputy Project Manager	$90.00
Support Manager	$90.00
Senior Tolling Advisor	$90.00
Quality Manager	$85.00
Senior Project Engineer	$90.00
Project Engineer	$72.00
Design Engineer	$60.00
Senior Traffic Engineer	$85.00
Traffic Engineer	$60.00
Senior Structural Engineer	$85.00
Structural Engineer	$60.00
Senior Electrical Engineer	$72.00
Electrical Engineer	$50.00
Engineer-In-Training II	$55.00
Engineer-In-Training I	$40.00
Senior CADD Technician	$52.00
CADD Technician	$45.50
Junior CADD Technician	$30.00
Senior Engineering Technician	$52.00
Engineering Technician	$39.00
Junior Engineering Technician	$30.00
Senior Scheduler	$89.50
GIS Specialist	$55.00
GIS Technician	$36.00
Survey Project Manager (TX RPLS)	$76.00
Project Manager (TX RPLS)	$62.00
Survey Technician	$43.00
CAD Technician	$38.00
Unit Costs	Hourly Rate (not subject to overhead multiplier)
3-Person Survey Crew	$200.00
4-Person Survey Crew	$245.00
SUE Project Manager	$95.00
SUE Senior Engineer	$80.00
SUE Project Engineer	$65.00
SUE Engineer-In-Training	$55.00
SUE Engineering Technician	$55.00
Senior Utilities Coordinator	$95.00

Appendix C
Insurance

Engineer's Insurance Requirements. 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.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
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 Binkley & Barfield, Inc.**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Clay Road into a four lane boulevard from approximately Schlipf Road to the Harris County line 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 **$1,801,934.00** 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 **$443,912.00** 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 **$2,245,846.00** 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. Time of Performance

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. Delays and Damages

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. Compliance with Laws

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 EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (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 Kevin A. Mineo, Binkley & Barfield, Inc., 1711 Seamist Drive, Houston, Texas 77008, 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 after 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 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. Successors and Assigns

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. Independent Engineer

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. Additional Statutory Requirements. Certain State Law Requirements for Contracts. 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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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 above written.

COUNTY:	ENGINEER:
WALLER COUNTY	Binkley & Barfield, Inc.
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Kevin A. Mineo
_____	_____
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 $2,245,846.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Clay Road: From Schlipf Rd to Pitts Rd

The proposed improvements include the widening for 2.0 miles from 2 to 4 lanes on Clay Rd from Schlipf Rd to Pitts Rd.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- The Engineer shall attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- *The engineer shall coordinate with and prepare a permit application for TxDOT approval.*
- The Engineer shall coordinate with the governing drainage district and water authorities.
- The Engineer shall coordinate with local permitting agencies.
- The Engineer shall coordinate with existing and future development.
- The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate to be completed by others.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.

County projects will follow the Waller County Engineering Design Manual.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.

1. Survey Control

a. Horizontal and Vertical Survey Control for each site shall be referenced to the nearest Waller County Survey Control Monument, or NGS if no County Monuments are established.
b. Survey Control Points will be established at 1,000-foot maximum intervals and tied to the Calculated Alignment for each site.

c. Deliverable will be Signed and Sealed Survey Control Maps (22"x34", 11"x17") per Waller County standards with Detail Sketches in PDF format and CAD Files.

2. Existing Right of Way Mapping (Cat. 1B, Cond. 3)

a. Perform abstract survey; obtain deeds of record, and plats for the right-of-way, streets intersecting and tracts of land adjoining the project limits.
b. Establish the existing right-of-way and boundary lines adjoining the project limits.
c. Deliverable will be Signed and Sealed existing Right-of-Way Map Sheets (22"x34", 11"x17") in PDF format per Waller County standards and CAD Files.

3. Topographic Surveying (Cat. 6, Cond. 1)

The Surveyor will provide the following within the surveying limits described above:

a. For the roadway and ditches, obtain cross-sections at 100-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the Proposed right-of-way. Topographic Survey will include the following: Identify locations and elevations of physical features to include edges or curbs and gutters of pavement, parking lanes, center of the median, fences, walls, tree-lines (individual tree locations is not included), sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, elevations at ditch banks, toe, flow line, and side slope, etc. Horizontally and vertically locate available existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and marked by "One Call" within the project limits. The rim (top) and flow line elevations will be obtained on inlets, manholes (sanitary and storm), and drainage structures, including culverts, SETs, etc. The rise, width, flowlines, etc. of the drainage elements will be obtained where accessible.
b. Research and preparation of right-of-entry letters. Letters will include name and contact info for each consultant on the project.
c. Prepare existing Signed and Sealed Topographic Survey Map Sheets (22"x34", 11"x17") of the Project to be delivered in PDF per Waller County standards and CAD Files.

4. Control and Right-of-Way Staking

a. Recover or re-establish project control referenced to the project baseline for construction.
b. Stake the right-of-way with wooden stakes at PC's, PT's, and 100'-200' intervals along the project limits.
c. Control and ROW Staking is estimated to happen 3 separate times (for beginning of construction, during or right after construction, and one additional for as needed purposes).

5. Parcel Surveys

a. Prepare metes and bounds descriptions and parcel plats in accordance with Waller County guidelines for property acquisition and add parcels to the existing right-of-way maps.

- Perform detailed SUE QL A-D for the detailed design phase.
- Perform geotechnical evaluation for pavement or structural design in the final design phase.
    - Drill and sample:
        - **22** soil borings each to a depth of 10 feet for the proposed roadway and utilities. The borings are spaced at approximately 500-ft intervals along the roadway alignment. Boring locations for roadway will alternate between two directions.
        - **2** soil borings to a depth of 25 feet for the proposed new detention basin at the project alignment. Location and depth of the proposed detention basin is unknown.
        - **1** soil boring to a depth of 40 feet for the proposed new traffic signal at the intersection with Bartlett Rd.

- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.
    - The environmental constraints evaluation will be for a study corridor of approximately 500 feet on each side of the existing ROW.
    - Obtain and review the most recent available data for natural resources, cultural resources, land use, locations of public resources, gas pipeline and well information, water wells, and ASTM third-party hazardous materials database search.
    - A limited “windshield” field reconnaissance will be conducted to verify data and identify other environmental concerns.
    - An environmental constraints map will be prepared at a reasonable scale, and a brief letter report (or as part of the PER) summarizing the environmental review. The report will include a regulatory and analysis framework, methods, results, conclusions, and recommendations.
    - A supplemental scope of work may be required for environmental field surveys and to determine any required approvals to proceed to the final design phase.
    - A supplemental scope of work may be required to conduct thorough background archeological literature and records research and coordination with the Texas Historical Commission for concurrence of findings.
    - Additional assumptions (quantity of meetings, etc.) are included in the fee proposal.
    -

Scope of Services
Clay Road: From Schlipf Rd to Pitts Rd

- Present a schematic roll plot for each alternative with horizontal and vertical alignments.
- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).
- Evaluate ROW requirements for roadway based on preliminary cross sections.
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.
- Provide Signal Warrant analysis for the intersection of Clay Rd and Bartlett Rd.
- **Optional:** Provide Signal Warrant analysis for the intersection of Clay Rd and Schlipf Rd.
- Perform a Drainage Analysis in the preliminary design stage to include the following:
    - Identify the ultimate project outfalls
    - Define drainage boundaries for the project
    - Size crossing using HEC-RAS and/or HY-8
    - Provide existing vs proposed flows. If existing road has inlets (curb and gutter), analyze existing street ponding.
- Provide Drainage Report.
- Provide updated construction cost estimates based on the preliminary design.
- Provide Preliminary Engineering Report (PER, draft and final).
- Attend PER meeting at Waller County facility.
- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11”x17” sheets.
- 70%, 95%, & 100% submittals will be completed
- Obtain LONOs from utilities or have utilities relocated prior to bidding.
- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.
- Obtain environmental permit approvals prior to project bidding. (If needed, to be included in a supplemental scope of work)
- Prepare project title sheet and index sheet
- Prepare typical section sheets
- Prepare project layout sheet

Scope of Services
Clay Road: From Schlipf Rd to Pitts Rd

- Prepare survey control map
- Prepare existing & proposed right-of-way sheets
- Prepare horizontal alignment data sheet
- Prepare roadway plan and profile sheets to include existing topo
- Prepare intersection plan and profile sheets at the Schlipf Rd, Peony Ridge Rd, Bartlett Rd. Lake Walton Dr, and Shore Gaze Dr intersections.
- Prepare temporary intersection plan and profile sheet at the Pitts Rd intersection.
- Prepare driveway schedule & detail sheets
- Prepare drainage area maps.
- Prepare drainage and roadway details.
- Prepare storm sewer plan and profiles with hydrologic and hydraulic data.
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare traffic control plans.
- Prepare signing and striping details.
- Prepare signalization details at the intersection of Clay Rd and Schlipf Rd.
- **Optional:** Prepare signalization details at the intersection of Clay Rd and Bartlett Rd
- Prepare erosion control details.
- *Prepare air bridge or Zero load slab details for the crossing pipeline.*
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Other Miscellaneous items. Prepare tree protection details, Sanitary/Water line details (or relocation details).
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.

Scope of Services
Clay Road: From Schlipf Rd to Pitts Rd

- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County Engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

SUMMARY			
Design			**$1,801,934.00**
Roadway & Drainage	Binkley & Barfield	$	1,295,806.00
Traffic	TEDSI	$	18,858.00
Structural	Linfield	$	91,713.00
Survey	Weisser	$	152,645.00
SUE	Pape Dawson	$	165,634.00
Geotechnical	Raba Kistner	$	77,278.00
Environmental	Consor	$	-
Construction Phase Services		**$**	**181,612.00**
Roadway & Drainage	Binkley & Barfield	$	163,957.00
Survey	Weisser	$	17,655.00
Optional Additional		**$**	**262,300.00**
Roadway & Drainage	Binkley & Barfield		
Traffic	TEDSI	$	123,470.00
Survey	Weisser	$	138,830.00
SUE	Pape Dawson		
TOTAL		**$**	**2,245,846.00**

FEE SCHEDULE

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION	1	8		16	24					49	NA	NA	
PROJECT MEETINGS	6	24		24						54	NA	NA	
COORDINATION WITH LOCAL AGENCIES	8	24		24						56	NA	NA	
PROJECT ADMINISTRATION	24								40	64	NA	NA	
PRELIMINARY ENGINEERING													
SURVEYING COORDINATION	8	40		80						128	NA	NA	
SUE COORDINATION	1	24		40	16					81	NA	NA	
STRUCTURAL COORDINATION	1	8		12	16				12	49	NA	NA	
GEOTECH COORDINATION	1	16		32	24					73	NA	NA	
ENVIRONMENTAL CONTRAINTS EVALUATION										0	NA	NA	
PREPARE SCHEMATIC ROLL PLOT	2	80		160	160		160			562	NA	NA	
EVALUATE ROW REQUIREMENTS	1	8		16	16					41	NA	NA	
UTILITY COORDINATION	2	40		40	40					122	NA	NA	
DRAINAGE ANALYSIS										0	NA	NA	
DRAINAGE REPORT										0	NA	NA	
CONSTRUCTION COST ESTIMATES	2	8		40	40					90	NA	NA	
PREPARATION OF PER	4	40		80	80					204	NA	NA	
PER MEETING	4	4		4						12	NA	NA	
FINAL DESIGN													
TITLE SHEET	1	1		2	4		8			16	SHEET	1	16
INDEX SHEET	1	2		6	18		4			31	SHEET	1	31
EXISTING TYPICAL SECTIONS	1	8		8	16		16			49	SHEET	2	25
PROPOSED TYPICAL SECTIONS	1	8		8	24		16			57	SHEET	2	29
PROJECT LAYOUTS													
HORIZONTAL ALIGNMENT DATA SHEET													
ROADWAY PLAN & PROFILE SHEETS (1"=50' SCALE)	4	120		160	220		180			684	SHEET	20	34
INTERSECTION LAYOUTS (2)	1	4		12	30		24			71	SHEET	2	36
ROADWAY DETAILS	1	20		40	40		40			141	SHEET	4	35
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')	4	16		120	160		160			460	NA	NA	
STORM SEWER PLAN AND PROFILES (1"=50' SCALE)										0	SHEET	20	0
CULVERT LAYOUT SHEETS										0	NA	NA	
DRAINAGE DETAILS										0	NA	NA	
DRAINAGE SUBAREA MAPS (1"=50' SCALE DOUBLE BANK)										0	SHEET	11	0
SIGNING AND STRIPING LAYOUTS (1"=50' SCALE DOUBLE BANK)	4	40		80	120		120			364	SHEET	11	33
TCP LAYOUTS (1"=50' SCALE DOUBLE BANK)	4	120		200	280		240			844	SHEET	33	26
PIPELINE STRUCTURAL DETAILS										0	NA	NA	
SW3P LAYOUTS (1"=50' SCALE DOUBLE BANK)	4	24		60	80		80			248	SHEET	10	25
MISCELLENAEOUS DETAILS	2	8		8	22		36			76	SHEET	2	38
PREPARATION OF STANDARDS	1	4		8	8		16			37	NA	NA	
DETAILED CONSTRUCTION COST ESTIMATE	1	20		40	60					121	NA	NA	
PRODUCE PROJECT MANUAL	2	4		12	16					34	NA	NA	
CONSTRUCTION PHASE SERVICES													
ADMINSTRATIVE DOCUMENTS	2	4							60	66	NA	NA	
ATTEND PRE-BID MEETING	2	2		2						6	NA	NA	
RESPOND TO QUESTIONS	2	24		48						74	NA	NA	
PRECONSTRUCTION MEETING	2	2		2						6	NA	NA	
ATTEND FIELD MEETINGS AND SITE VISITS	4	4		4						12	NA	NA	
PREPARATION OF CHANGE ORDERS	4	40		96						140	NA	NA	
REVIEW AND APPROVE SHOP DRAWINGS	3	32		48						83	NA	NA	
REVIEW AND APPROVE FORMING DETAILS	4	32		48						84	NA	NA	
RESPOND TO RFIS	4	32		48						84	NA	NA	
ANSWER GENERAL QUESTIONS	4	32		48						84	NA	NA	
PROVIDE RECORD DRAWINGS	2	32		48						82	NA	NA	
HOURS SUB-TOTALS	130	959	0	1,724	1,514	0	1,100	0	112	5,539		119	
CONTRACT RATE PER HOUR	$361.00	$255.00	$216.00	$183.00	$165.00	$179.00	$162.00	$133.00	$105.00			# OF SHEETS	
TOTAL LABOR COSTS	$46,930.00	$244,545.00	$0.00	$315,492.00	$249,810.00	$0.00	$178,200.00	$0.00	$11,760.00	$1,046,737.00			
LABOR SUBTOTAL										**$1,046,737.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage (based on current IRS rate)	300	mile	$0.700							$210.00
Overnight mail - letter size		each								$0.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)	1,000	each	$0.15							$150.00
Photocopies B/W (11 x 17)	2,000	each	$0.25							$500.00
SUBTOTAL DIRECT EXPENSES										**$860.00**

SUMMARY	
TOTAL LABOR COSTS	$1,046,737.00
OTHER DIRECT EXPENSES	$860.00
TOTAL	**$1,047,597.00**

10553 $17.59

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL										
DATA COLLECTION	4		8		8		20	NA	NA	NA
PROJECT MEETINGS	8		8				16	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	8		8				16	NA	NA	NA
PROJECT ADMINISTRATION	8						8	NA	NA	NA
PRELIMINARY ENGINEERING										
DRAINAGE ANALYSIS	40		120		240		400	NA	NA	NA
DRAINAGE REPORT	24		60		120		204	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES	4		4		8		16	NA	NA	NA
ASSIST WITH PREPARATION OF PER	4		4		8		16	NA	NA	NA
ASSIST WITH PER MEETING	8						8	NA	NA	NA
FINAL DESIGN										
STORM SEWER PLAN AND PROFILES (40 SCALE)	40		240		520		800	NA	20	40
LATERAL SHEETS SHEETS	10		60		120		190	NA	5	38
CULVERT LAYOUT SHEETS	8		24		48		80	NA	2	40
HEC-RAS SHEETS	12		36		72		120	NA	3	40
DETENTION POND SHEET	8		24		48		80	NA	2	40
DRAINAGE DETAILS	8		24		48		80	NA	2	40
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)	16		40		80		136	NA	4	34
HYDRAULIC CALC SHEES	8		24		48		80	NA	2	40
MISCELLANEOUS DETAILS	4		12		24		40	NA	2	20
PREPARATION OF STANDARDS	4		12		24		40	NA	2	20
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	4		4		8		16	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	4		4		8		16	NA	NA	NA
CONSTRUCTION PHASE SERVICES										
RESPOND TO QUESTIONS	2		2		4		8	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	**4**						4	NA	NA	NA
PREPARATION OF CHANGE ORDERS	2		2		4		8	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2		2		4		8	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS	2		2		4		8	NA	NA	NA
RESPOND TO RFIS	2		2		4		8	NA	NA	NA
ANSWER GENERAL QUESTIONS	2		2		4		8	NA	NA	NA
PROVIDE RECORD DRAWINGS	4		4		16		24	NA	NA	NA
HOURS SUB-TOTALS	254	0	732	0	1,472	0			44	
CONTRACT RATE PER HOUR	$255.00	$216.00	$183.00	$165.00	$145.00	$105.00			# OF SHEETS	
TOTAL LABOR COSTS	$64,770.00	$0.00	$133,956.00	$0.00	$213,440.00	$0.00	$412,166.00			
LABOR SUBTOTAL							**$412,166.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT				
Mileage (based on current IRS rate)		mile	$0.700				$0.00
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					$0.00
SUBTOTAL DIRECT EXPENSES							**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$412,166.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$412,166.00**

EXHIBIT B - BASIC SERVICES FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
CLAY ROAD AT BARTLETT ROAD													
GENERAL													
DATA COLLECTION (TRAFFIC COUNTS - 12-HR COUNT & SPOT SPEED SURVEY)	1		2		8				1	12	NA	NA	NA
PROJECT MEETINGS	1		2							3	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	1		1		2					4	NA	NA	NA
PROJECT ADMINISTRATION	1		2						2	5	NA	NA	NA
PRELIMINARY ENGINEERING											NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES	2		4		5			9		20	NA	NA	NA
SIGNAL WARRANT ANALYSIS	2		12		25			2	1	42	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES										0	NA	NA	NA
ASSIST WITH PREPARATION OF PER										0	NA	NA	NA
ASSIST WITH PER MEETING	1		2							3	NA	NA	NA
HOURS SUB-TOTALS	9	0	25	0	40	0	0	11	4	89		0	
CONTRACT RATE PER HOUR	$350.91	$314.92	$256.44	$215.96	$175.46	$184.45	$160.00	$155.22	$130.46			# OF SHEETS	
TOTAL LABOR COSTS	$3,158.22	$0.00	$6,410.88	$0.00	$7,018.27	$0.00	$0.00	$1,707.39	$521.86	$18,816.62			
LABOR SUBTOTAL										**$18,816.62**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage (based on current IRS rate)	50	mile	$0.700							$35.00
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)	55	each	$0.10							$5.50
SUBTOTAL DIRECT EXPENSES										**$40.50**

EXHIBIT B - OPTIONAL ADDITIONAL SERVICES FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
CLAY ROAD AT SCHLIPF ROAD													
GENERAL													
DATA COLLECTION (TRAFFIC COUNTS - 12-HR COUNT & SPOT SPEED SURVEY)	1		2		8				1	12	NA	NA	NA
PROJECT MEETINGS	2		4							6	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	2		2		4			4		12	NA	NA	NA
PROJECT ADMINISTRATION	4		8						4	16	NA	NA	NA
PRELIMINARY ENGINEERING													
EVALUTE INTERSECTION SIGHT TRIANGLES	2		4		5			9		20	NA	NA	NA
PERFORM A TRAFFIC STUDY										0	NA	NA	NA
SIGNAL WARRANT ANALYSIS	2		12		25			2	1	42	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES										0	NA	NA	NA
ASSIST WITH PREPARATION OF PER										0	NA	NA	NA
ASSIST WITH PER MEETING	1		2							3	NA	NA	NA
CLAY ROAD AT SCHLIPF ROAD & AT BARTLETT ROAD													
FINAL DESIGN - 2 INTERSECTIONS										0	NA	NA	NA
SIGNALIZATION DETAILS	6		65		135			190	4	400	NA	12	33
PREPARATION OF STANDARDS	1		2		3					6	NA	6	1
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1		8		8					17	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1		5							6	NA	NA	NA
CONSTRUCTION PHASE SERVICES - 2 INTERSECTIONS													
RESPOND TO QUESTIONS	2		2							4	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	4		4							8	NA	NA	NA
PREPARATION OF CHANGE ORDERS	1		2		5			9		17	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2		18							20	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS										0	NA	NA	NA
RESPOND TO RFIS	2		6							8	NA	NA	NA
ANSWER GENERAL QUESTIONS										0	NA	NA	NA
PROVIDE RECORD DRAWINGS	1		6		8			15		30	NA	NA	NA
HOURS SUB-TOTALS	35	0	152	0	201	0	0	229	10	627		18	
CONTRACT RATE PER HOUR	$350.91	$314.92	$256.44	$215.96	$175.46	$184.45	$160.00	$155.22	$130.46			# OF SHEETS	
TOTAL LABOR COSTS	$12,281.98	$0.00	$38,978.15	$0.00	$35,266.82	$0.00	$0.00	$35,544.83	$1,304.64	$123,376.41			
LABOR SUBTOTAL										**$123,376.41**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage (based on current IRS rate)	120	mile	$0.700							$84.00
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)	90	each	$0.10							$9.00
SUBTOTAL DIRECT EXPENSES										**$93.00**

SUMMARY	
BASIC SERVICES	
TOTAL LABOR COSTS	$18,816.62
OTHER DIRECT EXPENSES	$40.50
BASIC SERVICES TOTAL=	**$18,858.00**
OPTIONAL ADDITIONAL SERVICES	
TOTAL LABOR COSTS	$123,376.41
OTHER DIRECT EXPENSES	$93.00
OPTIONAL ADDITIONAL SERVICES TOTAL=	**$123,470.00**

OVERALL PROJECT TOTAL (BASIC + OPTIONAL ADDITIONAL)=	**$142,328.00**

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL											
DATA COLLECTION		2			4			6	NA	NA	NA
PROJECT MEETINGS	6							6	NA	NA	NA
PROJECT ADMINISTRATION	12							12	NA	NA	NA
PRELIMINARY ENGINEERING											
GEOTECH COORDINATION								0	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES		2			4			6	NA	NA	NA
ASSIST WITH PREPARATION OF PER	1	2	4		24	40		71	NA	NA	NA
ASSIST WITH PER MEETING	2							2	NA	NA	NA
FINAL DESIGN											
BRIDGE LAYOUT DETAILS	1	2	4		16	32		55	NA	NA	NA
MISCELLENAEOUS DETAILS	2	8	24		96	128		258	NA	NA	NA
PREPARATION OF STANDARDS	1	2	4		12		6	25	NA	NA	NA
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE	1	3	6		12			22	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL	1	3	6		12		6	28	NA	NA	NA
CONSTRUCTION PHASE SERVICES											
PREBID MEETING	1										
RESPOND TO QUESTIONS	1	1	2		4	4	1	13	NA	NA	NA
PRE-CONSTRUCTION MEETING	1							1			
ATTEND FIELD MEETINGS AND SITE VISITS	**2**	**2**						4	NA	NA	NA
PREPARATION OF CHANGE ORDERS	1	1			2		1	5	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	1	2	4		16			23	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS	1	2	4		8			15	NA	NA	NA
RESPOND TO RFIS	1	2	2		4			9	NA	NA	NA
ANSWER GENERAL QUESTIONS	1	2	2		4			9	NA	NA	NA
PROVIDE RECORD DRAWINGS	2				16	16		34	NA	NA	NA
HOURS SUB-TOTALS	39	36	62	0	234	220	14	605		0	
CONTRACT RATE PER HOUR	$290.00	$230.00	$190.00	$145.00	$135.00	$125.00	$70.00			# OF SHEETS	
TOTAL LABOR COSTS	$11,310.00	$8,280.00	$11,780.00	$0.00	$31,590.00	$27,500.00	$980.00	$91,440.00			
LABOR SUBTOTAL								**$91,440.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT					
Mileage (based on current IRS rate)	390	mile	$0.700					$273.00
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						$0.00
SUBTOTAL DIRECT EXPENSES								**$273.00**

SUMMARY	
TOTAL LABOR COSTS	$91,440.00
OTHER DIRECT EXPENSES	$273.00
TOTAL	**$91,713.00**

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER RPLS	PROJECT SUPERVISOR	SURVEY TECHNICIAN	CADD OPERATOR	FIELD CREW COORDINATOR	2-PERSON FIELD CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
RIGHT-OF-WAY MAPPING	24		50	44	8	72	1	199		
RESEARCH			40					40	N/A	N/A
DELIVERABLE	20		50	40			1	111	N/A	N/A
HOURS SUB-TOTALS	44	0	140	84	8	72	2	350	0	
CONTRACT RATE PER HOUR	$175.00	$145.00	$125.00	$100.00	$110.00	$155.00	$75.00			
TOTAL LABOR COSTS	$7,700.00	$0.00	$17,500.00	$8,400.00	$880.00	$11,160.00	$150.00	$45,790.00		
% DISTRIBUTION OF STAFFING	12.57%	0.00%	40.00%	24.00%	2.29%	20.57%	0.57%			
SUBTOTAL FC 145								**$45,790.00**		

TASK DESCRIPTION	PROJECT MANAGER RPLS	PROJECT SUPERVISOR	SURVEY TECHNICIAN	CADD OPERATOR	FIELD CREW COORDINATOR	2-PERSON FIELD CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY AND SURVEY CONTROL										
ROE LETTERS, TRACKING, REPORTS	10						40	50	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP	35		40	32	4	48		159	N/A	N/A
PREPARE CONTROL MAPS	10		32	40				82		
TOPOGRAPHIC SURVEY	30		28	110	20	230		418	N/A	N/A
TOPOGRAPHIC DELIVERABLES	10		20	80			4	114	N/A	N/A
HOURS SUB-TOTALS	95	0	120	262	24	278	44	823	0	
CONTRACT RATE PER HOUR	$175.00	$145.00	$125.00	$100.00	$110.00	$155.00	$75.00			
TOTAL LABOR COSTS	$16,625.00	$0.00	$15,000.00	$26,200.00	$2,640.00	$43,090.00	$3,300.00	$106,855.00		
% DISTRIBUTION OF STAFFING	11.54%	0.00%	14.58%	31.83%	2.92%	33.78%	5.35%			
SUBTOTAL FC 160 (150)								$106,855.00		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER RPLS	PROJECT SUPERVISOR	SURVEY TECHNICIAN	CADD OPERATOR	FIELD CREW COORDINATOR	2-PERSON FIELD CREW	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	44	0	140	84	8	72	2	350	$45,790.00
DESIGN SURVEY AND SURVEY CONTROL	95	0	120	262	24	278	44	823	$106,855.00
SUBTOTAL LABOR EXPENSES	139	0	260	346	32	350	44		$152,645.00

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT				
PARCELS	42	$ 2,955.00	EACH				$124,110.00
LEVEL A & B SUE	3	$ 3,730.00	EACH				$11,190.00
CONTROL & ROW STAKING	3	$ 5,885.00	EACH				$17,655.00
BORE HOLE LOCATIONS	1	$ 3,530.00	EACH				$3,530.00
SUBTOTAL UNIT COSTS	49						**$156,485.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage (based on current IRS rate)		$0.700	mile				$0.00

FEE SCHEDULE

Certified Letter Return Receipt			each				$0.00
Standard Postage			each				$0.00
Deed Copies			sheet				$0.00
SUBTOTAL DIRECT EXPENSES							**$0.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$152,645.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$156,485.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$0.00
GRAND TOTAL	$309,130.00

FEE SCHEDULE

TASK DESCRIPTION	SR ENV PLANNER	PROJECT ENV PLANNER	JR ENV PLANNER			TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL									
DATA COLLECTION / FIELD RECONNAISSANCE	2		20			38	NA	NA	NA
PROJECT MEETINGS (up to 4 meetings)	2	4	4			10	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES (up to 2 meetings)	2					2	NA	NA	NA
PROJECT ADMINISTRATION (up to 4 months)	6					18	NA	NA	NA
PRELIMINARY ENGINEERING						0	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION (preparation of Constraints Map)	1	2	4			23	NA	NA	NA
PREPARATION OF PER (Environmental Constraints Report - up to 2 rounds of review)	1	6	24			31	NA	NA	NA
PER MEETING (assumes one in person meeting)	1					1	NA	NA	NA
FINAL DESIGN						0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL						0	NA	NA	NA
HOURS SUB-TOTALS	15	12	52	0	0	123		0	
CONTRACT RATE PER HOUR	$276.00	$218.00	$117.00	$0.00	$100.00			# OF SHEETS	
TOTAL LABOR COSTS	$4,140.00	$2,616.00	$6,084.00	$0.00	$0.00	$17,996.00			
LABOR SUBTOTAL						**$17,996.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT				
Mileage (based on current IRS rate)	100	mile	$0.70				$70.00
ASTM Haz Mat Search (based on land use density and length of project)	1	each	$800.00				$800.00
SUBTOTAL DIRECT EXPENSES							**$870.00**

SUMMARY	
TOTAL LABOR COSTS	$17,996.00
OTHER DIRECT EXPENSES	$870.00
TOTAL	**$18,866.00**

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION												
Coordinate Soil Bore Locations/Mark/Utility Call-ins			2			12	8			22	N/A	N/A
Field Personnel and Management During Drilling			2			12	72			86	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation								20		20	N/A	N/A
Preliminary Geotechnocal Report with Bridge Reccomendations	2	4	12			40		2		60	N/A	N/A
Final Geotechincal Report with Bridge Reccomendations	2	4	30			20		1		57	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal		2	4			8			6	20	N/A	N/A
Design Meetings		6	6									
HOURS SUB-TOTALS	4	16	56	0	0	92	80	23	6	277	0	
CONTRACT RATE PER HOUR	$190.00	$170.00	$150.00	$100.00	$100.00	$100.00	$80.00	$55.00	$55.00			
TOTAL LABOR COSTS	$760.00	$2,720.00	$8,400.00	$0.00	$0.00	$9,200.00	$6,400.00	$1,265.00	$330.00	$29,075.00		
% DISTRIBUTION OF STAFFING	1.44%	5.78%	20.22%	0.00%	0.00%	33.21%	28.88%	8.30%	2.17%			
SUBTOTAL FC 102 (110)										**$29,075.00**		

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	4	16	56	0	0	92	80	23	6	277	$29,075.00
SUBTOTAL LABOR EXPENSES	4	16	56	0	0	92	80	23	6		$29,075.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
Unconfined Compressive Strength (Soil)	30	ASTM D2166	$45.00	each					$1,350.00
Unconfined Compressive Strength (Rock)		ASTM D2938		each					$0.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	310	N/A	$18.00	LF					$5,580.00
Soil Boring/Rock Coring without TCP (> 60 ft.)		N/A		LF					$0.00
Borehole Grouting - Bentonite Chips	310	N/A	$7.00	LF					$2,170.00
Pavement Coring, thickness up to 6" (Each)	23	N/A	$150.00	each					$3,450.00
Pavement Coring, thickness 6" to 12" per inch	138	N/A	$12.00	inch					$1,656.00
Patch Asphalt Cold Mix/ Ready Mix Concrete per core	23	N/A	$50.00	each					$1,150.00
Determining Moisture Content in Soil Materials	132	Tex-103-E	$9.00	each					$1,188.00
Determining Liquid Limits of Soils	56	Tex-104-E	$25.00	each					$1,400.00
Determining Plastic Soil Limits	56	Tex-105-E	$29.00	each					$1,624.00
Calculating the Plasticity Index of Soils	56	Tex-106-E	$30.00	each					$1,680.00
Particle Size Analysis of Soils		Tex-110-E	$48.00	each					$0.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	56	Tex-111-E	$48.00	each					$2,688.00
Determining Sulfate Content in Soils - Colorimetric Method	30	Tex-145-E	$170.00	each					$5,100.00
Dispersive Characteristic by Crumb Test	6	ASTM D6572	$38.00	each					$228.00
Double Hydrometer	3	ASTM D4221	$177.00	each					$531.00
Specific Gravity	4	ASTM D854	$59.00	each					$236.00
Consolidated-Underained Triaxial Compression - Multi-Sample Single-Stage	1	ASTM D4767	$2,500.00	each					$2,500.00
SUBTOTAL UNIT COSTS									**$32,531.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage (based on current IRS rate)	360		$0.700	mile					$252.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	150		$6.00	mile					$900.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	6		$2,420.00	day					$14,520.00
SUBTOTAL DIRECT EXPENSES									**$15,672.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$29,075.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$32,531.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$15,672.00
GRAND TOTAL	$77,278.00

38%

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
Utility Engineering									
Utility Base Layout	2	8		24	8		42	N/A	N/A
Utility Coordination Meetings	32	12		6	6		56	N/A	N/A
Utility Kick Off Mtg & Field Review	8	8					16	N/A	N/A
Utility Conflict Matrix, CAD file and Contact List. Progress Mtgs w State and it's reps	12	24		40	24		100	N/A	N/A
Utility Coordination							0		
HOURS SUB-TOTALS	54	52	0	70	38	0	214	#REF!	
CONTRACT RATE PER HOUR	$375.00	$200.00	$100.00	$115.00	$180.00	$100.00			
TOTAL LABOR COSTS	$20,250.00	$10,400.00	$0.00	$8,050.00	$6,840.00	$0.00	$45,540.00		
% DISTRIBUTION OF STAFFING	25.23%	24.30%	0.00%	32.71%	17.76%	0.00%			
SUBTOTAL FC 135 (135)							**$45,540.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
Utility Engineering	54	52	0	70	38	0	214	$45,540.00
~~SUBTOTAL LABOR EXPENSES~~	~~54~~	~~52~~	~~0~~	~~70~~	~~38~~	~~0~~		~~$45,540.00~~

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT			
SUE Mobilization/Demobilization	120	$5.50	mile			$660.00
SUE (Quality Level D)	42,000	$0.40	LF			$16,800.00
SUE (Quality Level C)	500	$0.40	LF			$200.00
SUE (Quality Level B - Utility Designation)	42,000	$1.85	LF			$77,700.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft	4	$1,500.00	each			$6,000.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft	2	$1,750.00	each			$3,500.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft	2	$1,900.00	each			$3,800.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft	0	$2,500.00	each			$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft	0	$175.00	FT			$0.00
One (1) Designating Person with equipment	16	$150.00	hour			$2,400.00
Two (2) Designating Person with equipment	16	$200.00	hour			$3,200.00
Two (2) Person Vacuum Excavation with equipment	0	$300.00	hour			$0.00
Coring and repairing the pavement includes labor, equipment, and materials	2	$250.00	each			$500.00
SUBTOTAL UNIT COSTS						**$114,760.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT			
Mileage (based on current IRS rate)	120	$0.700	mile			$84.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	1	$5,250.00	day			$5,250.00
SUBTOTAL DIRECT EXPENSES						**$5,334.00**

FEE SCHEDULE

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$45,540.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$114,760.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$5,334.00
GRAND TOTAL	$165,634.00

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

	Prime BBI	Surveying Weisser	Geotechnical Raba Kistner	SUE Pape Dawson	Traffic Signal TEDSI	Bridge Linfield
Job Classification	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**
Principal	$124.00					
Senior Project Manager	$114.00					
Deputy Project Manager	$88.00					
Support Manager		$95.00	$102.00	$120.00	$110.00	$97.00
Senior Tolling Advisor				$120.00		
Quality Manager	$114.00	$84.00	$76.00	$120.00		
Senior Project Engineer	$75.00	$79.00	$62.00	$90.00	$98.00	
Project Engineer	$63.00	$53.00	$53.00	$75.00	$80.00	$63.00
Design Engineer				$65.00	$67.00	$48.00
Senior Traffic Engineer				$90.00		
Traffic Engineer				$75.00		
Senior Structural Engineer	$88.00			$90.00		$77.00
Structural Engineer	$75.00			$75.00		
Senior Electrical Engineer				$90.00		
Electrical Engineer				$75.00		
Engineer-In-Training II	$57.00	$63.00	$41.00	$55.00	$55.00	$45.00
Senior Environmental Planner						
Project Environmental Planner						
Junior Environmental Planner			$41.00			
Engineer-In-Training I	$50.00		$40.00	$40.00		
Senior CADD Technician	$56.00	$47.00	$37.00	$55.00		
CADD Technician	$46.00	$35.00		$45.00	$48.00	$42.00
Junior CADD Technician		$24.00		$35.00		
Senior Engineering Technician		$53.00	$31.00	$55.00	$58.00	
Engineering Technician		$51.00	$27.00	$45.00	$50.00	
Junior Engineering Technician				$35.00		
Senior Scheduler				$80.00		
GIS Specialist	$59.00	$49.00		$55.00		
GIS Technician	$42.00	$35.00		$40.00		
Survey Project Manager (TX RPLS)		$84.00		$90.00		
Project Manager (TX RPLS)/Senior RPLS		$53.00		$75.00		
Surveyor RPLS						
Survey Technician		$49.00				
1-Person Survey Crew						
2-Person Survey Crew						
3-Person Survey Crew		$84.00		$310.00		
4-Person Survey Crew				$350.00		
SUE Project Manager		$53.00		$120.00		
SUE Senior Engineer		$79.00		$75.00		
SUE Engineer-In-Training		$63.00		$52.00		
SUE Engineering Technician		$51.00		$45.00		
SUE Utilities Coordinator				$65.00		
Admin	$36.00	$25.00	$30.00	$35.00	$41.00	$23.00

Appendix C
Insurance

Engineer's Insurance Requirements. 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.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
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 BGE, Inc.**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Joseph Road from approximately Field Store Road to Kickapoo 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 **$1,143,095.00** 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 **$55,775.00** 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 **$1,198,870.00** 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. Time of Performance

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. Delays and Damages

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. Compliance with Laws

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 EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (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 Chad Criswell, BGE, Inc., 23501 Cinco Ranch Blvd Suite A-250, Katy, TX 77494, 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 after 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 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. Successors and Assigns

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. Independent Engineer

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. Additional Statutory Requirements. Certain State Law Requirements for Contracts. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 above written.

COUNTY:	ENGINEER:
WALLER COUNTY	BGE, Inc.
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Chad Criswell
_____	_____
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 $1,198,870.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Joseph Road

The proposed improvements include the reconstruction an existing 2-lane asphalt roadway for 2.65 miles on Joseph Road from Field Store Road to Kickapoo Road.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with the governing drainage district and water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Fort Bend County criteria/design manual.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.
- Perform detailed SUE QL A-D for the detailed design phase.
- Perform geotechnical evaluation for pavement or structural design in the final design phase.

Scope of Services
Joseph Road

- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.

- Present a schematic roll plot for each alternative with horizontal and vertical alignments.

- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).

- Evaluate ROW requirements for roadway based on preliminary cross sections.

- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.

- Perform a Traffic Study to evaluate the existing and proposed (2 alternatives) using Synchro software.

- Provide Signal Warrant analysis.

- Perform a Drainage Analysis in the preliminary design stage to include the following:
  - Identify the ultimate project outfalls
  - Define drainage boundaries for the project
  - Size crossing using HEC-RAS and/or HY-8
  - Provide existing vs proposed flows. If existing road has inlets (curb and gutter), analyze existing street ponding.

- Provide Drainage Report.

- Provide updated construction cost estimates based on the preliminary design.

- Provide Preliminary Engineering Report (PER, draft and final).

- Attend PER meeting at Waller County facility.

- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. <u>Final Design</u>

- Construction drawings will be prepared on 11”x17” sheets.

- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.

- Obtain environmental permit approvals prior to project bidding.

- Prepare project title sheet and index sheet

Scope of Services
Joseph Road

- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare signalization details.
- Prepare traffic control plans.
- Prepare illumination details.
- Prepare air bridge or Zero load slab details for projects crossing pipelines.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, Sanitary/Water line details (or relocation details), driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.

Scope of Services
Joseph Road

- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

FEE SCHEDULE

BGE, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	HOURS PER UNIT
GENERAL											
DATA COLLECTION	16		16	16					48		
PROJECT MEETINGS	24		24	24					72		
COORDINATION WITH LOCAL AGENCIES	8		16						24		
PROJECT ADMINISTRATION											
COORDINATE WITH EXISTING AND FUTURE DEVELOPMENT	8		8						16		
QA/QC	16	60						2	78		
COORDINATE WITH SUBS	16		16						32		
PROJECT SCHEDULE	8	12	12						32		
~~PREPARE INVOICES AND PROGRESS REPORTS~~											
PREPARE INVOICES AND PROGRESS REPORTS	12		12					24	48		
PRELIMINARY ENGINEERING											
FIELD SURVEYING COORDINATION	4				8	8			20		
SUE COORDINATION	4			12	16				32		
GEOTECH COORDINATION	2			12	8				22		
ENVIRONMENTAL CONTRAINTS EVALUATION	4			12	8				24		
PREPARE SCHEMATIC ROLL PLOT	1			8	20	20	12		61		
EVALUTE INTERSECTION SIGHT TRIANGLES			1	2	8	4			15		
EVALUATE ROW REQUIREMENTS			6	12	24	8			50		
UTILITY COORDINATION				12	12				24		
CONSTRUCTION COST ESTIMATES			6	20	30				56		
PREPARATION OF PER	2		12	44	80	20	12	6	176		
PER MEETING	8		8	8					24		
PREPARATION OF M&B FOR ROW	4		12	12					28		
FINAL DESIGN											
TITLE SHEET				2		2	4		8	1	8
INDEX			1	8	8	2	2		21	1	21
HORIZONTAL ALIGNMENT DATA			1	2	4	1			8	2	4
EXISTING TYPICAL SECTIONS			1	2	8	4			15	1	15
PROPOSED TYPICAL SECTIONS			4	4	12	6			26	1	26
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)	26	26	52	200	230	78	78		690	26	27
ROADWAY DETAILS			1	4	8	4	4		21	1	21
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 100')			16	140	240	48			444	150	3
CULVERT LAYOUT SHEETS	1		6	30	70	40			147	6	25
DRAINAGE DETAILS			2	8	36	16			62	2	31
DRAINAGE CALCULATIONS				12	36	12			60		
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)			2	6	16	8			32	3	11
~~DETENTION POND LAYOUT~~						12					
SIGNING AND STRIPING LAYOUTS (50 SCALE)	1		12	110	200	72	72		467	26	18
TCP LAYOUTS (50 SCALE DOUBLE BANK)	2		52	165	350	220	80		869	30	29
SW3P LAYOUTS (50 SCALE DOUBLE BANK)			10	40	100	40	20		210	13	16
EROSION CONTROL DETAILS				8	24	12			44	2	22
MISCELLENAEOUS DETAILS	1		10	40	120	80	20		271	9	30
PREPARATION OF STANDARDS	1			4	16	12			33	30	1
DETAILED CONSTRUCTION COST ESTIMATE			20	40	60				120		
~~QUANTITIES~~						20			20		
PRODUCE PROJECT MANUAL				12	24	12		8	56		
HOURS SUB-TOTALS	169	98	339	1,031	1,776	761	304	40	4,518		
CONTRACT RATE PER HOUR	$275.00	$265.00	$175.00	$150.00	$125.00	$110.00	$85.00	$80.00			OF SHEET
TOTAL LABOR COSTS	$46,475.00	$25,970.00	$59,325.00	$154,650.00	$222,000.00	$83,710.00	$25,840.00	$3,200.00	$621,170.00		
LABOR SUBTOTAL									**$621,170.00**		

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
Mileage	600	mile	$0.700						$420.00
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							$0.00
SUBTOTAL DIRECT EXPENSES									**$420.00**

SUMMARY	
TOTAL LABOR COSTS	$621,170.00
OTHER DIRECT EXPENSES	$420.00
TOTAL	**$621,590.00**

FEE SCHEDULE

BGE, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	HOURS PER UNIT
CONSTRUCTION PHASE SERVICES											
ADMINSTRATIVE DOCUMENTS	2		8					12	22		
ATTEND PRE-BID MEETING	4		4	4					12		
RESPOND TO QUESTIONS	1		4	8	12				25		
PRECONSTRUCTION MEETING	4		4	4					12		
ATTEND FIELD MEETINGS AND SITE VISITS	28		28	16	8				80		
PREPARATION OF CHANGE ORDERS	4		4	12	24				44		
REVIEW AND APPROVE SHOP DRAWINGS		4							4		
REVIEW AND APPROVE FORMING DETAILS		4							4		
RESPOND TO RFIS	4		8	24	24				60		
ANSWER GENERAL QUESTIONS	4			8	16				28		
PROVIDE RECORD DRAWINGS			4	4	24	16			48		
HOURS SUB-TOTALS	51	8	64	80	108	16	0	12	339		
CONTRACT RATE PER HOUR	$275.00	$265.00	$175.00	$150.00	$125.00	$110.00	$85.00	$80.00			OF SHEET
TOTAL LABOR COSTS	$14,025.00	$2,120.00	$11,200.00	$12,000.00	$13,500.00	$1,760.00	$0.00	$960.00	$55,565.00		
LABOR SUBTOTAL									**$55,565.00**		

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
Mileage	300	mile	$0.700						$210.00
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							$0.00
SUBTOTAL DIRECT EXPENSES									**$210.00**

SUMMARY	
TOTAL LABOR COSTS	$55,565.00
OTHER DIRECT EXPENSES	$210.00
TOTAL	**$55,775.00**

FEE SCHEDULE

BGE, Inc. - Drainage

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
GENERAL										
DATA COLLECTION		4		6						10
PROJECT MEETINGS		8		1						9
COORDINATION WITH LOCAL AGENCIES		6		8						14
~~QAQC~~										0
PRELIMINARY ENGINEERING										
DRAINAGE REPORT										
DEVELOP EXISTING CONDITION HYDROLOGY		1		32			4			37
DEVELOP PROPOSED CONDITION HYDROLOGY		1		24			4			29
EXISTING CONDITION EPA-SWMM MODEL OF JOSEPH ROAD		4		32						36
~~PROPOSED CONDITION SWMM MODEL OF JOSEPH ROAD~~										0
PROPOSED CONDITION CULVERT/CROSSING ANALYSIS (6 CROSSINGS)		6		48						54
~~PROPOSED CONDITION DETENTION ANALYSIS AND PRELIMINARY DETENTION DESIGN~~										0
PREPARE DIS SUBMITTAL TO COUNTY (REPORT TEXT, EXHIBITS, APPEDICES)		2		40			32			74
COORDINATION WITH ROADWAY		4		30						34
RESPOND TO REVIEWER COMMENTS		1		40						41
HOURS SUB-TOTALS	0	37	0	261	0	0	40	0	0	338
CONTRACT RATE PER HOUR		$265.00		$150.00			$110.00			
TOTAL LABOR COSTS	$0.00	$9,805.00	$0.00	$39,150.00	$0.00	$0.00	$4,400.00	$0.00	$0.00	$53,355.00
LABOR SUBTOTAL										**$53,355.00**

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT	
Mileage		mile		$0.00
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		$0.00
SUBTOTAL DIRECT EXPENSES				**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$53,355.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$53,355.00**

FEE SCHEDULE

BGE, Inc. - Traffic

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL												
DATA COLLECTION			9		9				18	NA	NA	NA
PRELIMINARY ENGINEERING									0	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES									0	NA	NA	NA
PERFORM A TRAFFIC STUDY			8	12	40	25			85	NA	NA	NA
SIGNAL WARRANT ANALYSIS			6	3	12				21	NA	NA	NA
LEFT TURN WARRANT ANALYSIS			2	3	9				14	NA	NA	NA
QUANTITIES			2	4	4				10	NA	NA	NA
PERMANENT SIGNAL									0	NA	NA	NA
TRAFFIC SIGNAL NOTES			1	1	1				3	NA	NA	NA
EXISTING CONDITIONS LAYOUT			1	2	2				5	NA	NA	NA
PROPOSED TRAFFIC SIGNAL LAYOUT		1	2	4	6				13	NA	NA	NA
PROPOSED TRAFFIC SIGNAL DETAILS LAYOUT		1	2	4	6				13	NA	NA	NA
JOSEPH ROAD AT HEGAR ROAD									0	NA	NA	NA
QUANTITIES			2	4	4				10	NA	NA	NA
PERMANENT SIGNAL									0	NA	NA	NA
TRAFFIC SIGNAL NOTES			1	1	1				3	NA	NA	NA
EXISTING CONDITIONS LAYOUT			1	2	2				5	NA	NA	NA
PROPOSED TRAFFIC SIGNAL LAYOUT		1	2	4	6				13	NA	NA	NA
PROPOSED TRAFFIC SIGNAL DETAILS LAYOUT		1	2	4	6				13	NA	NA	NA
JOSEPH ROAD AT KICKAPOO									0	NA	NA	NA
QUANTITIES			2	4	4				10	NA	NA	NA
PERMANENT SIGNAL									0	NA	NA	NA
TRAFFIC SIGNAL NOTES			1	1	1				3	NA	NA	NA
EXISTING CONDITIONS LAYOUT			1	2	2				5	NA	NA	NA
PROPOSED TRAFFIC SIGNAL LAYOUT		1	2	4	6				13	NA	NA	NA
PROPOSED TRAFFIC SIGNAL DETAILS LAYOUT		1	2	4	6				13	NA	NA	NA
QAQC		8	24						32	NA	NA	NA
FINAL DESIGN									0	NA	NA	NA
JOSEPH ROAD AT FIELD STORE									0	NA	NA	NA
QUANTITIES			4	6	8				18	NA	NA	NA
PERMANENT SIGNAL									0	NA	NA	NA
TRAFFIC SIGNAL NOTES			2	2	4				8	NA	NA	NA
EXISTING CONDITIONS LAYOUT		1	2	6	10		3		22	NA	NA	NA
PROPOSED TRAFFIC SIGNAL LAYOUT		2	8	10	22		3		45	NA	NA	NA
PROPOSED TRAFFIC SIGNAL DETAILS LAYOUT		2	6	8	18		3		37	NA	NA	NA
JOSEPH ROAD AT HEGAR ROAD									0	NA	NA	NA
QUANTITIES			4	6	8				18	NA	NA	NA
PERMANENT SIGNAL									0	NA	NA	NA
TRAFFIC SIGNAL NOTES			2	2	4				8	NA	NA	NA
EXISTING CONDITIONS LAYOUT		1	2	6	10		3		22	NA	NA	NA
PROPOSED TRAFFIC SIGNAL LAYOUT		2	8	10	22		3		45	NA	NA	NA
PROPOSED TRAFFIC SIGNAL DETAILS LAYOUT		2	6	8	18		3		37	NA	NA	NA
JOSEPH ROAD AT KICKAPOO									0	NA	NA	NA
QUANTITIES			4	6	8				18	NA	NA	NA
PERMANENT SIGNAL									0	NA	NA	NA
TRAFFIC SIGNAL NOTES			2	2	4				8	NA	NA	NA
EXISTING CONDITIONS LAYOUT		1	2	6	10		3		22	NA	NA	NA
PROPOSED TRAFFIC SIGNAL LAYOUT		2	8	10	22		3		45	NA	NA	NA
PROPOSED TRAFFIC SIGNAL DETAILS LAYOUT		2	6	8	18		3		37	NA	NA	NA
HOURS SUB-TOTALS	0	29	139	159	313	25	27	0	692		0	
CONTRACT RATE PER HOUR	$275.00	$265.00	$175.00	$150.00	$125.00	$110.00	$85.00	$80.00			# OF SHEETS	
TOTAL LABOR COSTS	$0.00	$7,685.00	$24,325.00	$23,850.00	$39,125.00	$2,750.00	$2,295.00	$0.00	$100,030.00			
LABOR SUBTOTAL									**$100,030.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
Mileage	125	mile	$0.700						$87.50
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							$0.00
SUBTOTAL DIRECT EXPENSES									**$87.50**

SUMMARY	
TOTAL LABOR COSTS	$100,030.00
OTHER DIRECT EXPENSES	$87.50
TOTAL	**$100,117.50**

FEE SCHEDULE

BGE, Inc. - Bridge

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
FINAL DESIGN													
PIPELINE STRUCTURAL DETAILS		6	72		48	8				134	NA	NA	NA
HOURS SUB-TOTALS	0	6	72	0	48	8	0	0	0	134		0	
CONTRACT RATE PER HOUR	$300.00	$250.00	$170.00	$170.00	$120.00	$150.00	$120.00	$100.00	$100.00			# OF SHEETS	
TOTAL LABOR COSTS	$0.00	$1,500.00	$12,240.00	$0.00	$5,760.00	$1,200.00	$0.00	$0.00	$0.00	$20,700.00			
LABOR SUBTOTAL										**$20,700.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage		mile								$0.00
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								$0.00
SUBTOTAL DIRECT EXPENSES										**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$20,700.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$20,700.00**

FEE SCHEDULE

Raba Kistner

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	CR Sr. Arch	CR Proj. Arch	EIT	ENV SCIENTIST III	ENV SCIENTIST I	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
PROJECT MEETINGS	12									12	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	4									4	NA	NA	NA
PROJECT ADMINISTRATION	4								2	6	NA	NA	NA
PRELIMINARY ENGINEERING											NA	NA	NA
DATA COLLECTION	2					2	4			8	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION	14					20	60	8		102	NA	NA	NA
										0	NA	NA	NA
HOURS SUB-TOTALS	36	0	0	0	0	22	64	8	2	132		0	
CONTRACT RATE PER HOUR	$175.00	$100.00	$120.00	$116.00	$100.00	$135.00	$95.00	$122.00	$92.00			# OF SHEETS	
TOTAL LABOR COSTS	$6,300.00	$0.00	$0.00	$0.00	$0.00	$2,970.00	$6,080.00	$976.00	$184.00	$16,510.00			
LABOR SUBTOTAL										**$16,510.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	150	mile	$0.670							$100.50
Environmental Database	1	each	$250.00							$250.00
SUBTOTAL DIRECT EXPENSES										**$350.50**

SUMMARY	
TOTAL LABOR COSTS	$16,510.00
OTHER DIRECT EXPENSES	$350.50
TOTAL	**$16,860.50**

FEE SCHEDULE

Landtech

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.	8	40	127	100				275	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 9 PARCELS.	3	9	36	72				120	N/A	N/A
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.	4	16	35	40				95	N/A	N/A
HOURS SUB-TOTALS	15	65	198	212	0	0	0	490	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$3,450.00	$12,220.00	$25,740.00	$24,380.00	$0.00	$0.00	$0.00	$65,790.00		
% DISTRIBUTION OF STAFFING	3.06%	13.27%	40.41%	43.27%	0.00%	0.00%	0.00%			
SUBTOTAL FC 145								**$65,790.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
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.	2	3	21	0				26	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	2	4	0	16				22	N/A	N/A
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.	0	4	31	0				35	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	3	14	0	112				129	N/A	N/A
SURVEY 28 GEOTECHNICAL BORINGS (REQUIRES SEPARATE MOBILIZATION)	0	0	3	0				3	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 PERFORMED UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED.	0	6	33	0				39	N/A	N/A

FEE SCHEDULE

Landtech

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
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 UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED.	0	5	27	0				32	N/A	N/A
OTHER CONSTRUCTION PHASE SERVICES	(WILL BE BILLED ON A TIME AND MATERIALS BASIS)									
HOURS SUB-TOTALS	7	37	119	128	0	0	0	291	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$1,610.00	$6,956.00	$15,470.00	$14,720.00	$0.00	$0.00	$0.00	$38,756.00		
% DISTRIBUTION OF STAFFING	2.41%	12.71%	40.89%	43.99%	0.00%	0.00%	0.00%			
SUBTOTAL FC 160 (150)								**$38,756.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR				TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	15	65	198	212	0	0	0	490	$65,790.00
DESIGN SURVEY	7	37	119	128	0	0	0	291	$38,756.00
SUBTOTAL LABOR EXPENSES	22	102	317	340	0	0	0		**$104,546.00**

UNIT COSTS	# OF UNITS	2- Person Survey Crew COST/UNIT	UNIT				
FIELD SURVEY - RIGHT-OF-WAY SURVEY	129	$ 200.00	HOUR				$25,800.00
FIELD SURVEY - DESIGN SURVEY	387	$ 200.00	HOUR				$77,400.00
SUBTOTAL UNIT COSTS	516						**$103,200.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	2,900	$0.700	mile				$2,030.00
Certified Letter Return Receipt	0	$8.95	each				$0.00
Standard Postage	0	$0.73	each				$0.00
Plat Copies per page	0	$5.00	page				$0.00
Deed Copies per page	0	$1.00	page				$0.00
SUBTOTAL DIRECT EXPENSES							**$2,030.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$104,546.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$103,200.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$2,030.00
GRAND TOTAL	$209,776.00

COST BY FUNCTION				
	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$65,790.00	$25,800.00	$525.00	$92,115.00
DESIGN SURVEY	$38,756.00	$77,400.00	$1,505.00	$117,661.00
TOTAL	$104,546.00	$103,200.00	$2,030.00	**$209,776.00**

FEE SCHEDULE

CFA

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	CADD OPERATOR SENIOR II	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
Utility Engineering														
Utility Base Layouts			40		56			20				116	N/A	N/A
~~Utility Coordination Meetings~~												0	N/A	N/A
Utility Kick Off Mtg & Field Review			6						8		1	15	N/A	N/A
CAD file and Records Research/Contact List			24		40			12				76	N/A	N/A
Progress Mtgs w County and it's reps								8				8	N/A	N/A
Initial Utility Conflict Matrix			40							16		56	N/A	N/A
												0		
HOURS SUB-TOTALS	0	0	110	0	96	0	0	40	8	16	1	271	#REF!	
CONTRACT RATE PER HOUR			$152.00		$176.00			$258.00	$176.00	$258.00	$128.00			
TOTAL LABOR COSTS	$0.00	$0.00	$16,720.00	$0.00	$16,896.00	$0.00	$0.00	$10,320.00	$1,408.00	$4,128.00	$128.00	$49,600.00		
% DISTRIBUTION OF STAFFING	0.00%	0.00%	40.59%	0.00%	35.42%	0.00%	0.00%	14.76%	2.95%	5.90%	0.37%			
SUBTOTAL FC 135 (135)												**$49,600.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
Utility Engineering	0	0	110	0	96	0	0	40	8	16	1	271	$49,600.00
SUBTOTAL LABOR EXPENSES	0	0	110	0	96	0	0	40	8	16	1		$49,600.00

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT							
SUE Mobilization/Demobilization				mile							$0.00
SUE (Quality Level D)				LF							$0.00
SUE (Quality Level C)				LF							$0.00
SUE (Quality Level B - Utility Designation)				LF							$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft				each							$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft				each							$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft				each							$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft				each							$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft				FT							$0.00
One (1) Designating Person with equipment				hour							$0.00
Two (2) Designating Person with equipment	20		$208.00	hour							$4,160.00
Two (2) Person Vacuum Excavation with equipment	20		$359.00	hour							$7,180.00
Two (2) Person Survey Crew	20		$176.00	hour							$3,520.00
Coring and repairing the pavement includes labor, equipment, and materials				each							$0.00
SUBTOTAL UNIT COSTS											**$14,860.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT							
Mileage	480		$0.700	mile							$336.00
Backfill	1		$200.000	CY							$200.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	2		$2,000.00	day							$4,000.00
SUBTOTAL DIRECT EXPENSES											**$4,536.00**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$49,600.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$14,860.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$4,536.00
GRAND TOTAL	$68,996.00

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.	8	40	127	100				275	N/A	N/A
PREPARE INDIVIDUAL PARCEL MAPS AND METES-AND-BOUNDS DESCRIPTIONS FOR EACH PARCEL TO BE ACQUIRED. ASSUME 9 PARCELS.	3	9	36	72				120	N/A	N/A
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.	4	16	35	40				95	N/A	N/A
HOURS SUB-TOTALS	15	65	198	212	0	0	0	490	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$3,450.00	$12,220.00	$25,740.00	$24,380.00	$0.00	$0.00	$0.00	$65,790.00		
% DISTRIBUTION OF STAFFING	3.06%	13.27%	40.41%	43.27%	0.00%	0.00%	0.00%			
SUBTOTAL FC 145								**$65,790.00**		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT SURVEYOR RPLS	SURVEY TECHNICIAN	CAD TECHNICIAN				TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
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.	2	3	21	0				26	N/A	N/A
PREPARE SURVEY CONTROL MAP WHICH SHOWS ALL SURVEY CONTROL, TEMPORARY BENCHMARKS, DESIGN BASELINE, AND ALL SIDE STREET CONSTRUCTION CENTERLINES.	2	4	0	16				22	N/A	N/A
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.	0	4	31	0				35	N/A	N/A
PREPARE CAD MAPPING FILES FOR TOPOGRAPHIC SURVEY MAP AND DIGITAL TERRAIN MODEL.	3	14	0	112				129	N/A	N/A
SURVEY 28 GEOTECHNICAL BORINGS (REQUIRES SEPARATE MOBILIZATION)	0	0	3	0				3	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 PERFORMED UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED.	0	6	33	0				39	N/A	N/A
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 UP TO THREE SEPARATE TIMES FOR CLEARING, UTILITY RELOCATION, OR OTHER PURPOSES AS NEEDED.	0	5	27	0				32	N/A	N/A
OTHER CONSTRUCTION PHASE SERVICES	(WILL BE BILLED ON A TIME AND MATERIALS BASIS)									
HOURS SUB-TOTALS	7	37	119	128	0	0	0	291	0	
CONTRACT RATE PER HOUR	$230.00	$188.00	$130.00	$115.00	$0.00	$0.00	$0.00			
TOTAL LABOR COSTS	$1,610.00	$6,956.00	$15,470.00	$14,720.00	$0.00	$0.00	$0.00	$38,756.00		
% DISTRIBUTION OF STAFFING	2.41%	12.71%	40.89%	43.99%	0.00%	0.00%	0.00%			
SUBTOTAL FC 160 (150)								**$38,756.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR				TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	15	65	198	212	0	0	0	490	$65,790.00
DESIGN SURVEY	7	37	119	128	0	0	0	291	$38,756.00
SUBTOTAL LABOR EXPENSES	22	102	317	340	0	0	0		**$104,546.00**

UNIT COSTS	# OF UNITS	2- Person Survey Crew COST/UNIT	UNIT				
FIELD SURVEY - RIGHT-OF-WAY SURVEY	129	$ 200.00	HOUR				$25,800.00
FIELD SURVEY - DESIGN SURVEY	387	$ 200.00	HOUR				$77,400.00
SUBTOTAL UNIT COSTS	516						**$103,200.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	2,900	$0.700	mile				$2,030.00
Certified Letter Return Receip	0	$8.95	each				$0.00
Standard Postage	0	$0.73	each				$0.00
Plat Copies per page	0	$5.00	page				$0.00
Deed Copies per page	0	$1.00	page				$0.00
SUBTOTAL DIRECT EXPENSES							**$2,030.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$104,546.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$103,200.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$2,030.00
GRAND TOTAL	$209,776.00

COST BY FUNCTION	OFFICE	FIELD	ODE	TOTAL
ROW SURVEY	$65,790.00	$25,800.00	$525.00	$92,115.00
DESIGN SURVEY	$38,756.00	$77,400.00	$1,505.00	$117,661.00
TOTAL	$104,546.00	$103,200.00	$2,030.00	**$209,776.00**

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

BGE

Job Classification	Maximum Raw Salary Rate
Principal	$150.00
Senior Project Manager	$120.00
Deputy Project Manager	$90.00
Support Manager	$90.00
Senior Tolling Advisor	$90.00
Quality Manager	$85.00
Senior Project Engineer	$90.00
Project Engineer	$72.00
Design Engineer	$60.00
Senior Traffic Engineer	$85.00
Traffic Engineer	$60.00
Senior Structural Engineer	$85.00
Structural Engineer	$60.00
Senior Electrical Engineer	$72.00
Electrical Engineer	$50.00
Engineer-In-Training II	$55.00
Engineer-In-Training I	$40.00
Senior CADD Technician	$52.00
CADD Technician	$45.50
Junior CADD Technician	$30.00
Senior Engineering Technician	$52.00
Engineering Technician	$39.00
Junior Engineering Technician	$30.00
Senior Scheduler	$89.50
GIS Specialist	$55.00
GIS Technician	$36.00
Survey Project Manager (TX RPLS)	$76.00
Project Manager (TX RPLS)	$62.00
Survey Technician	$43.00
CAD Technician	$38.00
Unit Costs	Hourly Rate (not subject to overhead multiplier)
3-Person Survey Crew	$200.00
4-Person Survey Crew	$245.00
SUE Project Manager	$95.00
SUE Senior Engineer	$80.00
SUE Project Engineer	$65.00
SUE Engineer-In-Training	$55.00
SUE Engineering Technician	$55.00
Senior Utilities Coordinator	$95.00

Appendix C
Insurance

Engineer's Insurance Requirements. 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.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
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 Binkley & Barfield, Inc.**,** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Penick/Mathis Road from approximately Hebert Road to just south of Rochen 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 **$1,386,897.00** 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 **$145,737.00** 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 **$1,532,634.00** 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. Time of Performance

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. Delays and Damages

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. Compliance with Laws

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 EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (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 Kevin A. Mineo, Binkley & Barfield, Inc., 1710 Seamist Drive, Houston, Texas 77008, 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 after 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 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. Successors and Assigns

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. Independent Engineer

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. Additional Statutory Requirements. Certain State Law Requirements for Contracts. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 above written.

COUNTY:	ENGINEER:
WALLER COUNTY	Binkley & Barfield, Inc.
_____	_____
Carbett "Trey" J. Duhon III, County Judge	Kevin A. Mineo
_____	_____
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 $1,532,634.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

_____
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
***Penick* Road**

The proposed improvements include the reconstruction of an existing 2-lane asphalt roadway for 4.6 miles and maintaining the existing 2-lane configuration along three roadway segments: Penick Road, Berry Lane and Mathis Road.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with the governing drainage district and water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County criteria/design manual.

Scope of Services
***Penick* Road**

2. Preliminary Engineering

- Perform a detailed field survey for the detailed design phase. Which includes:
    - Create control map (signed and sealed).
    - Right-of-Entry (ROE) letters (approximately 45 parcels).
    - Title commitments (all parcels abutting project ROW)
    - Topographic survey (20' beyond existing ROW)
    - Cross sections (every 100')
    - Bridge survey
    - Location of utilities - Includes 811 services, storm and san features, above ground features, subsurface utility paint marks
    - Location of boring holes from geotechnical team
- Perform detailed SUE QL A-D as noted below:
    - SUE Quality Level D
    - SUE Quality Level B
    - SUE Quality Level A
- Perform geotechnical evaluation for pavement in the final design phase via 12-10' borings. Borings will be every 1000' **which does not comply with the Waller County specifications.**
- Perform an environmental constraints evaluation and identify required approvals for the final design phase which consists of the following tasks:
    - Basic Phase 1 ESA
    - WOTUS Delineation
    - T &E Species Habitat Assessment
    - Cultural Resources Desktop Assessment
- Present a schematic roll plot with horizontal and vertical alignments.
- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).
- Evaluate ROW requirements for roadway based on preliminary cross sections.
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.
- Traffic Study – NOT INCLUDED IN THIS SCOPE
- Signal Warrant analysis – *NOT INCLUDED IN THIS SCOPE*
- *Perform a Drainage Analysis in the preliminary design stage to include the following:*
    - *Identify the ultimate project outfalls*

  - *Define drainage boundaries for the project*
  - *Size crossing culverts using HEC-RAS and/or HY-8*
  - *Provide existing vs proposed flows. Provide hydraulic analysis of the ditches for existing flows and size the proposed ditches for proposed flow.*

- *Provide Drainage Memo documenting drainage analysis.*
- Provide updated construction cost estimates based on the preliminary design.
- Provide Preliminary Engineering Report (PER, draft and final).
- Attend PER meeting at Waller County facility.
- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11”x17” sheets.
- Obtain LONOs from utilities or have utilities relocated prior to bidding.
- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.
- Prepare project title sheet and index sheet
- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo. Include hydrologic and hydraulic data.
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Storm sewer plan and profiles – NOT INCLUDED IN THIS SCOPE
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.

Scope of Services
***Penick* Road**

- Signalization details. – NOT INCLUDED IN THIS SCOPE
- Prepare traffic control plans.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services – (Based on Specified Rate)

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.
- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

Scope of Services
***Penick* Road**

5. Additional Services

- ROW Monumentation
  - Set ROW monuments for parcel corners adjoining ROW.
  - Rebar & Surveyor cap to be set at each location

- ROW Parcel Acquisition
  - Assume 3 parcels will require ROW acquisition
  - Incorporate Prop ROW into project ROW map
  - Prepare preliminary ROW parcel maps (includes 1 round of review)
  - Prepare ROW parcel maps and mete and bounds descriptions
  - Boundary survey will be completed and corners set for 3 parcels
  - Waller County ROW documents prepared and submitted
    - KMZ (existing and proposed)
    - ROW Taking Area Digital Submittals to GIS

- Construction Staking and Layout
  - Provide construction staking during Construction Phase
  - Schedule and Type of staking required will be dependent on the prime's overall schedule and staking requirements.

SUMMARY			
Design			**$1,386,897.00**
Roadway & Drainage	Binkley & Barfield	$	1,038,719.00
Survey	Woolpert	$	208,434.00
SUE	KCI	$	69,992.00
Geotechnical	GEOTECH	$	40,297.00
Environmental	Terracon	$	29,455.00
Additional Services			**$145,737.00**
SUE	KCI	$	30,906.00
ROW Parcels (3 Parcels)	Woolpert	$	13,200.00
Construction Phase Services - Survey	Woolpert	$	34,100.00
Construction Phase Services - Roadway & Drainage	Binkley & Barfield	$	67,531.00
TOTAL (Design)			**$1,386,897.00**
TOTAL (Design + Additional Services)			**$1,532,634.00**

FEE SCHEDULE

Binkley & Barfield, Inc

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT	SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK	
GENERAL															$ 48,231.00	
DATA COLLECTION	1	8		16	24					49	NA	NA		$ 9,289.00		
PROJECT MEETINGS	6	24		24						54	NA	NA		$ 12,678.00		
COORDINATION WITH LOCAL AGENCIES	8	24		24						56	NA	NA		$ 13,400.00		
PROJECT ADMINISTRATION	24								40	64	NA	NA		$ 12,864.00		
PRELIMINARY ENGINEERING														$ -	$ 223,460.00	
SURVEYING COORDINATION	8	40		80					8	136	NA	NA		$ 28,568.00		
SUE COORDINATION	1	16		32					8	57	NA	NA		$ 11,137.00		
GEOTECH COORDINATION	1	8		8					8	25	NA	NA		$ 4,705.00		
ENVIRONMENTAL CONTRAINTS EVALUATION	1	2		6						9	NA	NA		$ 1,969.00		
PREPARE SCHEMATIC ROLL PLOT (2 ROLL PLOT)	2	30		60	100		80			272	ROLL PLOT	2	136	$ 48,812.00		
EVALUTE INTERSECTION SIGHT TRIANGLES (3 EXHIBITS)		4		12	24		12			52	SHEET	3	17	$ 9,120.00		
EVALUATE ROW REQUIREMENTS	1	8		16						25	NA	NA		$ 5,329.00		
UTILITY COORDINATION	2	24		42	40					108	NA	NA		$ 21,128.00		
DRAINAGE ANALYSIS	4	20		80	120					224	NA	NA		$ 40,984.00		Drainage
DRAINAGE MEMO	2	4	10	20						36	NA	NA		$ 7,562.00		Drainage
CONSTRUCTION COST ESTIMATES	4	8		48	48					108	NA	NA		$ 20,188.00		
PREPARATION OF PER	2	20		60	24					106	NA	NA		$ 20,762.00		
PER MEETING	4	4		4						12	NA	NA		$ 3,196.00		
FINAL DESIGN														$ -	$ 765,438.00	
TITLE SHEET	1	1		2	4		8			16	SHEET	1	16	$ 2,938.00		
INDEX SHEET	1	1		2	6		4			14	SHEET	1	14	$ 2,620.00		
HORIZONTAL ALIGNMENT DATA		2		2	8		8			20	SHEET	1	20	$ 3,492.00		
EXISTING TYPICAL SECTIONS		2		4	12		12			30	SHEET	2	15	$ 5,166.00		
PROPOSED TYPICAL SECTIONS	1	4		8	24		12			49	SHEET	2	25	$ 8,749.00		
PROJECT LAYOUT	1	2		12	20		16			51	SHEET	2	26	$ 8,959.00		
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)	4	160		300	480		350			1294	SHEET	44	29	$ 233,044.00		
INTERSECTION LAYOUTS (2)	2	4		12	28		14			60	SHEET	2	30	$ 10,826.00		
ROADWAY DETAILS	1	4		8	28		18			59	SHEET	2	30	$ 10,381.00		
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')	4	40		80	300		80			504	NA	NA		$ 88,744.00		
CULVERT LAYOUT SHEETS		16		56	108					180	NA	6	30	$ 32,148.00		Drainage
DRAINAGE DETAILS		8		16	36					60	NA	2	30	$ 10,908.00		Drainage
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)		12		36	72					120	SHEET	23	5	$ 21,528.00		Drainage
DRAINAGE HYDRAULIC CALCS		8		24	48					80	SHEET	4	20	$ 14,352.00		Drainage
SIGNING AND STRIPING LAYOUTS (50 SCALE DOUBLE BANK)	4	40		80	124		124			372	SHEET	23	16	$ 66,832.00		
TCP LAYOUTS (50 SCALE DOUBLE BANK)	4	40		200	320		276			840	SHEET	46	18	$ 145,756.00		
PIPELINE STRUCTURAL DETAILS - Not included										0	NA	NA		$ -		
SW3P LAYOUTS (50 SCALE DOUBLE BANK)	4	40		60	120		100			324	SHEET	23	14	$ 58,624.00		
MISCELLENAEOUS DETAILS	1	4		14	20		20			59	SHEET	2	30	$ 10,483.00		
PREPARATION OF STANDARDS		4		6	8		12			30	NA	NA		$ 5,382.00		
DETAILED CONSTRUCTION COST ESTIMATE		15		25	40					80	NA	NA		$ 15,000.00		
PRODUCE PROJECT MANUAL	2	6		18	24					50	NA	NA		$ 9,506.00		
CONSTRUCTION PHASE SERVICES														$ -	$ 67,531.00	
ADMINSTRATIVE DOCUMENTS									25	25	NA	NA		$ 2,625.00		
ATTEND PRE-BID MEETING	6	6								12	NA	NA		$ 3,696.00		
RESPOND TO QUESTIONS	6	12		15						33	NA	NA		$ 7,971.00		
PRECONSTRUCTION MEETING	6	6		6						18	NA	NA		$ 4,794.00		
ATTEND FIELD MEETINGS AND SITE VISITS		**6**		**12**						18	NA	NA		$ 3,726.00		
PREPARATION OF CHANGE ORDERS		12		6	6					24	NA	NA		$ 5,148.00		
REVIEW AND APPROVE SHOP DRAWINGS				20	25					45	NA	NA		$ 7,785.00		
RESPOND TO RFIS		6		20	25					51	NA	NA		$ 9,315.00		
ANSWER GENERAL QUESTIONS	2	6		10	15					33	NA	NA		$ 6,557.00		
PROVIDE RECORD DRAWINGS	2	6		4	30			60		102	NA	NA		$ 15,914.00		
HOURS SUB-TOTALS	123	717	10	1,590	2,311	0	1,146	60	89	5,923		191				
CONTRACT RATE PER HOUR	$361.00	$255.00	$216.00	$183.00	$165.00	$179.00	$162.00	$133.00	$105.00			# OF SHEETS				
TOTAL LABOR COSTS	$44,403.00	$182,835.00	$2,160.00	$290,970.00	$381,315.00	$0.00	$185,652.00	$7,980.00	$9,345.00	$1,104,660.00						
LABOR SUBTOTAL										**$1,104,660.00**				$ 67,531.00		
	344	$243.00	$243.00	$174.00	$157.00	$170.00	$154.00	$127.00	$100.00							
	0.12105352	**#DIV/0!**														

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	1,000	mile	$0.670							$670.00
Overnight mail - letter size		each								$0.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)	1,000	each	$0.12							$120.00
Photocopies B/W (11 x 17)	4,000	each	$0.20							$800.00
SUBTOTAL DIRECT EXPENSES										**$1,590.00**

SUMMARY	
TOTAL LABOR COSTS	$1,104,660.00
OTHER DIRECT EXPENSES	$1,590.00
TOTAL	**$1,106,250.00**

23302 - Penick Road
Level of Service - Environmental

FEE SCHEDULE

Terracon

TASK DESCRIPTION	PRINCIPAL	SENIOR GEOLOGIST/ SCIENTIST	PROJECT GEOLOGIST/ SCIENTIST	SENIOR STAFF GEOLOGIST/ SCIENTIST	STAFF GEOLOGIST /SCIENTIST	FIELD GEOLOGIST/ SCIENTIST	FIELD PROJECT MANAGER	CAD/GIS OPERATOR II	CONTRACT ADMINISTRATIO N SPECIALIST	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT	SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
GENERAL															
DATA COLLECTION										0	NA	NA	NA	$ -	$ -
PROJECT MEETINGS										0	NA	NA	NA	$ -	$ -
COORDINATION WITH LOCAL AGENCIES										0	NA	NA	NA	$ -	$ -
PROJECT ADMINISTRATION										0	NA	NA	NA	$ -	$ -
PRELIMINARY ENGINEERING										0	NA	NA	NA	$ -	$ -
ENVIRONMENTAL CONTRAINTS EVALUATION										0	NA	NA	NA	$ -	$ -
Task 1 - Phase I Environmental Site Assessment		4	29			4		6	2	45				$ 6,580.00	
Task 2 - WOTUS Assessment		2	10		70	5	10	20	2	119				$ 13,810.00	
Task 3 - T&E Assessment		1	10	5	15	5		10	1	47				$ 5,755.00	
Task 4 - Cultural Resources Desktop Assessment			4		12			5	1	22				$ 2,610.00	
PREPARATION OF PER										0	NA	NA	NA	$ -	$ -
PER MEETING										0	NA	NA	NA	$ -	$ -
FINAL DESIGN										0	NA	NA	NA	$ -	$ -
ASSIST WITH PRODUCTION OF PROJECT MANUAL										0	NA	NA	NA	$ -	$ -
HOURS SUB-TOTALS	0	7	53	5	97	14	10	41	6	233		0			
CONTRACT RATE PER HOUR	$200.00	$190.00	$160.00	$130.00	$115.00	$100.00	$110.00	$100.00	$90.00			# OF SHEETS			
TOTAL LABOR COSTS	$0.00	$1,330.00	$8,480.00	$650.00	$11,155.00	$1,400.00	$1,100.00	$4,100.00	$540.00	$28,755.00					
LABOR SUBTOTAL										**$28,755.00**				$ -	

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Database/Historical Resources Package (Phase I ESA)	1	each	$ 700.00							$700.00
Mileage		mile								$0.00
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								$0.00
SUBTOTAL DIRECT EXPENSES										**$700.00**

SUMMARY	
TOTAL LABOR COSTS	$28,755.00
OTHER DIRECT EXPENSES	$700.00
TOTAL	**$29,455.00**

23302 - Penick Road
Level of Effort - KCI SUE
January 20, 2025

FEE SCHEDULE

KCI

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
SUE Quality Level D Subsurface Utility Engineering																				
Gather Utility Information	2	2			4	4	1										2	15	N/A	N/A
Research Utility Records	1	2			3	6											2	14	N/A	N/A
Creation of Quality Levels D SUE CADD Utility Base Map							14											14	N/A	N/A
QA/QC of Levels D SUE	2	2				4												8	N/A	N/A
Utility Conflict Matrix	1	4			4	6	2										1	18	N/A	N/A
Utility Field Review		4			4													8	N/A	N/A
Utility CAD file and Contact List. Progress Mtgs	4	2				2	8											16	N/A	N/A
Encroachment Table	1	2			2	6												11	N/A	N/A
HOURS SUB-TOTALS	11	18	0	0	17	28	25	0	0	0	0	0	0	0	0	0	5	104	0	
CONTRACT RATE PER HOUR	$310.00	$255.00	$0.00	$0.00	$130.00	$135.00	$137.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92.00			
TOTAL LABOR COSTS	$3,410.00	$4,590.00	$0.00	$0.00	$2,210.00	$3,780.00	$3,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$460.00	$17,875.00		
% DISTRIBUTION OF STAFFING	10.58%	17.31%	0.00%	0.00%	16.35%	26.92%	24.04%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	4.81%			
SUE Quality Level B Subsurface Utility Engineering																				
Quality Level B SUE Coordination of field and office activities	2	2			4	4												12	N/A	N/A
Creation of Quality Levels B SUE CADD Utility Base Map	1	1				8	32										1	43	N/A	N/A
QA/QC of Survey & Field notes for Level B SUE CADD Utility Base Map	2	2			4	4	6										1	19	N/A	N/A
Utility Conflict Matrix	2	4			2	4	2										1	15	N/A	N/A
Encroachment Table / Owner Contact List	1	1			2	2												6	N/A	N/A
HOURS SUB-TOTALS	8	10	0	0	12	22	40	0	0	0	0	0	0	0	0	0	3	95	0	
CONTRACT RATE PER HOUR	$310.00	$255.00	$0.00	$0.00	$130.00	$135.00	$137.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92.00			
TOTAL LABOR COSTS	$2,480.00	$2,550.00	$0.00	$0.00	$1,560.00	$2,970.00	$5,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$276.00	$15,316.00		
% DISTRIBUTION OF STAFFING	8.42%	10.53%	0.00%	0.00%	12.63%	23.16%	42.11%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.16%			
SUBTOTAL FC 135 (135)																		**$33,191.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
SUE Quality Level D Subsurface Utility Engineering	11	18	0	0	17	28	25	0	0	0	0	0	0	0	0	0	5	104	$17,875.00
SUE Quality Level B Subsurface Utility Engineering	8	10	0	0	12	22	40	0	0	0	0	0	0	0	0	0	3	95	$15,316.00
SUBTOTAL LABOR EXPENSES	19	28	0	0	29	50	65	0	0	0	0	0	0	0	0	0	8		$33,191.00

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT													
SUE Mobilization/Demobilization	1		$4,100.00	LS													$4,100.00
SUE (Quality Level D)				LF													$0.00
SUE (Quality Level C)				LF													$0.00
SUE (Quality Level B - Utility Designation)				LF													$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft			$1,525.00	each													$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft	6		$1,900.00	each													$11,400.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft			$2,350.00	each													$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft			$2,750.00	each													$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft				FT													$0.00
One (1) Designating Person with equipment				hour													$0.00
Two (2) Designating Person with equipment	60		$235.00	hour													$14,100.00
Two (2) Person Vacuum Excavation with equipment				hour													$0.00
Coring and repairing the pavement includes labor, equipment, and materials	6		$250.00	each													$1,500.00
SUBTOTAL UNIT COSTS																	**$31,100.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT													
Mileage	300		$0.670	mile													$201.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	2		$2,750.00	day													$5,500.00
SUBTOTAL DIRECT EXPENSES																	**$5,701.00**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$33,191.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$31,100.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$5,701.00
GRAND TOTAL	$69,992.00

23302 - Penick Road
Level of Effort - KCI SUE
January 20, 2025

OPTIONAL FEE SCHEDULE

KCI

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
SUE Quality Level B Subsurface Utility Engineering																				
Quality Level B SUE Field Designation & Marking of Sub-Surface Utility Features	2	2			4	4												12	N/A	N/A
Creation of Quality Levels B SUE CADD Utility Base Map	1	1				8	24										1	35	N/A	N/A
QA/QC of Survey & Field notes for Level B SUE CADD Utility Base Map	2	2			4	4	4										1	17	N/A	N/A
Utility Conflict Matrix	1	2			2	4	2										1	12	N/A	N/A
Encroachment Table / Owner Contact List	1	1			2	2												6	N/A	N/A
HOURS SUB-TOTALS	7	8	0	0	12	22	30	0	0	0	0	0	0	0	0	0	3	82	0	
CONTRACT RATE PER HOUR	$310.00	$255.00	$0.00	$0.00	$130.00	$135.00	$137.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92.00			
TOTAL LABOR COSTS	$2,170.00	$2,040.00	$0.00	$0.00	$1,560.00	$2,970.00	$4,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$276.00	$13,126.00		
% DISTRIBUTION OF STAFFING	8.54%	9.76%	0.00%	0.00%	14.63%	26.83%	36.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.66%			
SUBTOTAL FC 135 (135)																		**$13,126.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
SUE Quality Level B Subsurface Utility Engineering	7	8	0	0	12	22	30	0	0	0	0	0	0	0	0	0	3	82	$13,126.00
SUBTOTAL LABOR EXPENSES	7	8	0	0	12	22	30	0	0	0	0	0	0	0	0	0	3		$13,126.00

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT	
SUE Mobilization/Demobilization			LS	$0.00
SUE (Quality Level D)			LF	$0.00
SUE (Quality Level C)			LF	$0.00
SUE (Quality Level B - Utility Designation)			LF	$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: 0 to 5 ft	2	$1,525.00	each	$3,050.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 5 to 8 ft	2	$1,900.00	each	$3,800.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 8 to 13 ft		$2,350.00	each	$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 13 to 20 ft		$2,750.00	each	$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A: > 20 ft			FT	$0.00
One (1) Designating Person with equipment			hour	$0.00
Two (2) Designating Person with equipment	30	$235.00	hour	$7,050.00
Two (2) Person Vacuum Excavation with equipment			hour	$0.00
Coring and repairing the pavement includes labor, equipment, and materials	4	$250.00	each	$1,000.00
SUBTOTAL UNIT COSTS				**$14,900.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT	
Mileage	200	$0.650	mile	$130.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	1	$2,750.00	day	$2,750.00
SUBTOTAL DIRECT EXPENSES				**$2,880.00**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$13,126.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$14,900.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$2,880.00
GRAND TOTAL	$30,906.00

FEE SCHEDULE

Terracon

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEY TECHNICIAN SIT	1-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP	2	2	6	48		28		86		
ABSTRACTING/PREPARE ABSTRACT MAP								0	N/A	N/A
PREPARE PRELIMINARY RIGHT-OF-WAY SHEETS								0	N/A	N/A
PREPARE PARCEL PLATS AND FIELD NOTES								0		
PREPARE FINAL RIGHT-OF-WAY SHEETS								0	N/A	N/A
MOBILIZATION						6		6	N/A	N/A
HOURS SUB-TOTALS	2	2	6	48	0	34	0	92	0	
CONTRACT RATE PER HOUR	$300.00	$248.00	$235.00	$120.00	$132.00	$230.00	$100.00			
TOTAL LABOR COSTS	$600.00	$496.00	$1,410.00	$5,760.00	$0.00	$7,820.00	$0.00	$16,086.00		
% DISTRIBUTION OF STAFFING	2.17%	2.17%	6.52%	52.17%	0.00%	36.96%	0.00%			
SUBTOTAL FC 145								**$16,086.00**		

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEY TECHNICIAN SIT	1-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
ROE LETTERS, TRACKING, REPORTS	2	6	18	8				34	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP		2	8	12		90		112	N/A	N/A
PREPARE CONTROL AND DATA SHEETS	2	2	4	26				34		
SURVEY SUE MARKS, SET TEST HOLE BENCHMARKS		1	2	16		28		47	N/A	N/A
SECTIONS		3	8			198	16	225	N/A	N/A
BASEMAPPING AND TOPOGRAPHIC DELIVERABLES		2	4	90				96	N/A	N/A
MOBILIZATION						60		60	N/A	N/A
HOURS SUB-TOTALS	4	16	44	152	0	376	16	608	0	
CONTRACT RATE PER HOUR	$300.00	$248.00	$235.00	$120.00	$132.00	$230.00	$100.00			
TOTAL LABOR COSTS	$1,200.00	$3,968.00	$10,340.00	$18,240.00	$0.00	$86,480.00	$1,600.00	$121,828.00		
% DISTRIBUTION OF STAFFING	0.66%	2.63%	7.24%	25.00%	0.00%	61.84%	2.63%			
SUBTOTAL FC 160 (150)								$121,828.00		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEY TECHNICIAN SIT	1-MAN SURVEY CREW	2-MAN SURVEY CREW	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	2	2	6	48	0	34	0	92	$16,086.00
DESIGN SURVEY	4	16	44	152	0	376	16	608	$121,828.00
SUBTOTAL LABOR EXPENSES	6	18	50	200	0	410	16		$137,914.00

UNIT COSTS	# OF UNITS	Crew COST/UNIT	UNIT				
PROPERTY TITLE RESEARCH	47	$ 1,100.00	HOUR				$51,700.00
							$0.00
							$0.00
							$0.00
SUBTOTAL UNIT COSTS	47						**$51,700.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
SURVEY EQUIPMENT	820	$11.000	hourly				$9,020.00
SURVEY VEHICLES	70	$140.00	daily				$9,800.00
SUBTOTAL DIRECT EXPENSES							**$18,820.00**

OPITIONAL ADDITIONAL SERVICES	# OF UNITS	COST/UNIT	UNIT				
ROW STAKING FOR THE ENTIRE PROJECT	1	$11,000.000	LS				$11,000.00
ACQUISITION DOCUMENTATION	3	$4,400.00	PARCEL				$13,200.00
RESTAKING ACQUIRED PARCELS	3	$2,200.00	PARCEL				$6,600.00
RESTAKING ROW FOR UTILITIES OR CONSTRUCTION PHASING	1	$16,500.00	LS				$16,500.00
SUBTOTAL DIRECT EXPENSES							**$47,300.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$137,914.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$51,700.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$18,820.00
OPTIONAL ADDITIONAL	$47,300.00
GRAND TOTAL	$255,734.00

Estimated Cost Summary (Detailed)
Desktop Geologic Fault Study and Geotechnical Study
Penick Road, Waller County, Texas
Based on Harris County Fee Schedule

P24-439

Consultant Proposal Breakdown

GEOTECH ENGINEERING AND TESTING Date: January 20, 2025		Principal Engineer	Senior Engineer	Project Engineer	Field Technician	Typing/ Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost $)
		Billing Rate per Hour								
		$266.00	$218.00	$176.00	$83.00	$75.00				
Task No.	Task Description	* LEVEL OF EFFORT								
	Desktop Geologic Fault Study									
1	Review of Existing Published Fault Maps		0.5	4						$813.00
2	Reporting		0.5	1						$285.00
									Total:	$1,098.00
	Project Initiation upon Receiving NTP									
3	Review of the scope of the work	2	1	1						$926.00
4	Coordinate with Client, in obtaining the updated information of the project		2	1						$612.00
Paving, box culvert and pipeline crossing road, 12 Borings										
	Field Investigation									
5	Develop a Drilling Plan			1						$176.00
6	Staking the Twelve (12) Borings in the Field			8						$1,408.00
7	Coordinate with Surveyors to Locate & Tie in Borings at Site			1						$176.00
8	Field Coordination during Drilling Including Utility Clearance, Texas One Call, and/or obtain drilling permission			10						$1,760.00
9	Mobilization / Demobilization						LS	1	$746.00	$746.00
10	Drilling and Sampling, twelve (12) Borings									
11	Continous (0' - 10')-12 borings and (0' - 20')-2 borings						LF	160	$27.00	$4,320.00
12	Daily Travel						EA	2	$565.00	$1,130.00
13	Borehole Grouting						FT	160	$13.00	$2,080.00
14	Technician, Logging Borings, Borehole cleaning and Water Level Reading				24					$1,992.00
15	Vehicle Charge (Boring staking, site visits during field coordination during drilling including utility clearance, Texas One Call etc., and borehole logging and grouting)						HR	42	$13.00	$546.00
									Subtotal	$15,872.00
	Laboratory Testing									
16	Assign Laboratory Tests, Looking at Soil Samples			3						$528.00
17	Data Reduction and Evaluation			1						$176.00
18	Water Content (all samples)						EA	80	$12.00	$960.00
19	Liquid and Plastic Limits						EA	16	$76.00	$1,216.00
20	Percent Passing #-200 Sieve						EA	11	$59.00	$649.00
21	Sieve Analysis						EA	5	$164.00	$820.00
22	Unconfined Compression						EA	16	$54.00	$864.00
									Subtotal	$5,213.00

Plate 2

Estimated Cost Summary (Detailed)
Desktop Geologic Fault Study and Geotechnical Study
Penick Road, Waller County, Texas
Based on Harris County Fee Schedule

P24-439

Consultant Proposal Breakdown

GEOTECH ENGINEERING AND TESTING Date: January 20, 2025		Principal Engineer	Senior Engineer	Project Engineer	Field Technician	Typing/ Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost $)
		Billing Rate per Hour								
		$266.00	$218.00	$176.00	$83.00	$75.00				
Task No.	Task Description	* LEVEL OF EFFORT								
	Engineering Analysis and Report									
23	Prepare Plan of Borings			1						$176.00
24	Analyze field and laboratory test results			2						$352.00
25	Prepare summary of laboratory test data			1						$176.00
26	Edit and prepare final boring log profiles			6						$1,056.00
27	Prepare and develop boring log profiles			1						$176.00
	Asphaltic Concrete Paving									
28	Develop asphalt pavement design based on traffic loading	1	3	6						$1,976.00
31	Recommendations on soil stabilization		1	2						$570.00
32	Document the results of soil exploration, laboratory testing and geotehnical recommmendations in a geotechnical draft report	2	8	24						$6,500.00
33	Incorporate the review comments on draft report into final geotechnical repo	1	5	9						$2,940.00
34	Technical Typing/Drafting					12				$900.00
35	Report Reproduction Allowance									$300.00
									Subtotal	$15,122.00
									Total:	$36,207.00
Plate 3										
ALLOWANCE ITEMS										
	Traffic Control/Allowance									
36	Traffic Control						DAY	2	$1,320.00	$2,640.00
37	Coordination, Project Engineer			2						$352.00
									Total	$2,992.00
									Grand Total:	$40,297.00

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

Appendix B
Maximum Hourly Rates and Expenses

Binkley & Barfield | DCCM - Penick Rd

	BBI	Geotech	Tarracon	KCI	Woolpert
Job Classification	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**	**Maximum Raw Salary Rate**
Principal	$124.00				
Senior Project Manager	$114.00				
Deputy Project Manager	$88.00				
Support Manager		$89.00	$67.00	$104.00	$100.00
Quality Manager	$114.00				
Senior Project Engineer	$75.00	$73.00		$85.00	
Project Engineer	$63.00	$59.00			
Senior Structural Engineer	$88.00				
Structural Engineer	$75.00				
Engineer-In-Training II	$57.00			$45.00	
Engineer-In-Training I	$50.00				
Senior CADD Technician	$56.00			$46.00	
CADD Technician	$46.00		$34.00		
Engineering Technician	$0.00	$28.00		$44.00	
GIS Specialist	$59.00				
GIS Technician	$42.00				
Project Manager (TX RPLS)/Senior RPLS					$83.00
Surveyor RPLS					$79.00
Survey Technician					$40.00
1-Person Survey Crew					$44.00
2-Person Survey Crew					$77.00
Admin	$36.00	$25.00	$30.00	$31.00	$34.00

Appendix C
Insurance

Engineer's Insurance Requirements. 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.

FY25 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**224-25-2370000**
Grantee:	**Waller County**
Program Title:	**Waller County Auto Theft Unit**
Grant Award Amount:	**$85,882**
Total Cash Match Amount:	**$17,177**
In-Kind Match Amount:	**$0**
Reimbursement Percent*:	**83.33%**
Grant Term:	**January 22, 2025 to January 21, 2026**

Grant Budget Summary: Waller County (App ID: 364)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$0	$0	$0	
Fringe	$0	$0	$0	
Overtime	$0	$0	$0	
Professional and Contract Services	$0	$0	$0	
Travel	$799	$160	$959	
Equipment	$0	$0	$0	
Supplies and Direct Operating Expenses (DOE)	$85,083	$17,017	$102,100	
Total	$85,882	$17,177	$103,059	

*Reimbursement Percent: 83.33%: $85,882 MVCPA amount / ($85,882 MVCPA amount + $17,177 Cash Match)

That whereas, **Waller County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on September 16, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Waller County Auto Theft Unit** and further identified by grant number **224-25-2370000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **03/11/2025** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on September 16, 2024;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

__X__ Non-Supplanting - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

__X__ Intelligence Sharing - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

APPROVED AND ACCEPTED BY:

_____

Authorized Official

_____

Printed Name and Title

_____

Date Signed

CapRisk CONSULTING GROUP

Better Information. Better Decisions. Better Results.

Waller County, Texas

(Hempstead, Texas)

GASB Statement No. 75 - OPEB Reporting

(Postemployment Benefits Other than Pensions)

Actuarial Valuations

Fiscal Years: FY2024 - FY2029

Engagement: March 3, 2025

(Valid as proposed 90 days from date shown)

Tel/Fax: 877.747.5238 • www.CapRiskGroup.com • Info@CapRiskGroup.com

CapRisk CONSULTING GROUP

Better Information. Better Decisions. Better Results.

March 3, 2025 *(Valid as proposed 90 days from date shown)*

Joan Sargent
County Treasurer
Waller County
836 Austin Street, Suite 316
Hempstead, Texas 77445

RE: GASB STATEMENT NO. 75 - OPEB REPORTING
ENGAGEMENT FOR THE SUPPORTING ACTUARIAL VALUATIONS FY2024 - FY2029

Dear Ms. Sargent,

Thank you for considering this renewal engagement with CapRisk Consulting Group (CapRisk) to continue providing actuarial services for Waller County (the County). The overall purpose of our consulting efforts will be to assist the County and its representatives in the management of its retirement plan for "other (than pension) postemployment benefits" (OPEB). The scope of this assignment, providing the actuarial valuations and projections in support of the GASB Statement No. 75 reporting (replaces GASB 45), will consider expense obligations specific to these benefits.

The assistance shall include:

1. Submission of a ready-to-file document addressing the actuarial valuation of OPEB expense obligations, signed by a fully-credentialled Fellow of the Society of Actuaries.
2. Regular communications and explanation of study results and conclusions.
3. Ongoing consultation, as necessary, with regard to interpretation of values presented and the implementation of recommendations.

Teamwork and quality communication are considered key to the services being requested. CapRisk colleagues offer a true partnership approach to our consulting efforts founded on these considerations. We are prepared to dedicate sufficient resources, tailored to accommodate the specific needs and scheduling requirements of the County. We are an independent consultancy, value long-term relationships having worked with the County **since 2012**, and thus offer a level of commitment toward serving the needs of this and other of our clients that may not be found in other consulting practices.

It is CapRisk's position that actuarial models should reflect the unique characteristics of the plan and client operational procedures to the greatest extent possible. CapRisk actuaries have particular expertise working with ***self-funded insurance plans***, ***retiree pension plans***, ***other postemployment benefits (OPEB)*** and are accordingly well-prepared to address the needs for this assignment and any future studies for the County.

1. CapRisk Experience

Our firm's actuaries and consultants offer a combined one hundred plus years experience. One of our strongest and growing practice areas is providing actuarial and related consulting services for retiree medical plans to a wide range of client employers and plan consultants. Since the implementation of FAS 106 (the initial private sector equivalent of GASB 45/GASB 75) our actuaries have provided **audit support and actuarial valuations** for many of our clients that are exposed to these accounting standards. For our public sector clients we are additionally working with those interested in evaluating the impact of potential plan changes under GASB 75 on their financial statements.

The following are offered as representative of our actuaries' current and completed work:

- Burleson County (Texas)
- Colorado County (Texas)
- Hardin County (Texas)
- City of Lufkin (Texas)
- Jackson County (Texas)
- Liberty County (Texas)
- Lee County (Texas)
- Matagorda County (Texas)
- Medina County & City of Hondo (Texas)
- Orange County & City of Orange (Texas)
- Walker County (Texas)
- ***Waller County (since 2012)***
- Washington County (Texas)
- Wilson County & City of Floresville (Texas)
- Wood County (Texas)
- Blount County (Alabama)
- Chambers County (Alabama)
- Cherokee County (Alabama)
- Talladega County & City of Talladega (Alabama)
- City of Siloam Springs (Arkansas)
- City of Lake Charles (Louisiana)
- Sabine Parish Police Jury (Louisiana)
- West Baton Rouge Parish Council (Louisiana)
- City of Broken Arrow & Tulsa County (Oklahoma)
- City of Muskogee (Oklahoma)
- City of Yukon (Oklahoma)
- Anderson County & EMS (Tennessee)
- City of Brownsville (Tennessee)
- Montgomery County (Tennessee)
- Wilson County & School Board (Tennessee)

2. Actuarial Qualifications

Wilfred L. Thornthwaite, FSA, EA, MAAA, Consulting Actuary with more than 30 years professional experience is presented as lead consultant for this project. Mr. Thornthwaite is **a fully-credentialled Fellow** of the Society of Actuaries, an Enrolled Actuary, a Member of the American Academy of Actuaries, and a Fellow of the Conference of Consulting Actuaries.

3. Proposed Methodology

Our valuation methodology will follow GASB 75 in consultation with client representatives regarding assumptions. The valuation system we employ is widely used in the public sector for valuation of both pension plans and welfare plans. We have utilized this **state-of-the-art valuation system** for the past ten years.

Upon request we can provide the 'Executive Summary' and 'Accounting Information' sections from a sample report for reference. These cover our approach to the valuation as well as providing an illustration of the summary detail provided. The remainder of the report contains supporting details on the actuarial development of various GASB 75 cost and liability components. Since the projected impact of the current plan may result in changes in the existing medical plan for retirees, we can also calculate alternative valuations reflecting these plan changes where requested.

4. Presentation Overview

Draft report sections may be presented for review with an opportunity for discussion while we are preparing the complete report. The complete report will contain a signed **Statement of Actuarial Opinion** outlining the assumptions upon which the analysis is based and the conclusions reached. The balance of the report will document the sources of data, the material considerations, and the methods used in sufficient detail for regulators or an auditor to evaluate the analysis performed and the conclusions reached.

5. Valuation Timeline

As outlined here in our proposed engagement and depending on receiving complete data in a timely manner, we will prepare the complete report for review within 30 days (flexible). We will communicate with the County and its representatives during the project and go over any questions to ensure we properly reflect applicable information. Barring major changes, if a subsequent report revision is needed it will be delivered within a week after discussion.

6. Fee Schedule

Our fee includes the development of claims costs and other assumptions for the valuation as well as the preparation of the data files to be used in the valuation. This fee also includes the consultation to prepare the report and the actual preparation of the report. Based on our understanding of the plan[1], the total cost for each GASB 75 valuation **will not exceed $5,950**, with the next valuation scheduled for reporting with the fiscal year ending December 31, 2024. Corresponding rollforward calculations for "interim years" can be provided at a cost not to exceed $950.

As further evidence of our better value proposition, CapRisk will continue to honor this **all-inclusive *flat fee schedule*** **through FY2029** for additional valuations to be performed during the extended timeframe. The frequency and timing for additional valuations to be determined by the County in consultation with its outside auditor or accounting firm.

Either party may terminate this engagement, with or without cause, upon thirty (30) days written notice. Following termination, the parties shall agree upon an amount of payment for all services properly performed or furnished prior to the effective date of termination.

[1 The fee indicated is for a number of participants *fewer than 300*, where we will utilize the appropriate measurement method in accordance with the Actuarial Standards of Practice and the Governmental Accounting Standards Board to provide each actuarial valuation of major medical with other benefits or options specified.]

Additional consulting projects can be provided for the County's consideration, such as a review of the likely impact of potential changes to the retiree plan benefits under GASB 75 reporting. Associated fees will be discussed and confirmed in writing before any additional projects are undertaken.

The invoice for each project will become due with first transmittal of the complete report. Our fee reflects the understanding that the County and its representatives will be available to assist in efforts to gather and compile available data as may be required for the purpose of each analysis. Unless otherwise previously agreed to in writing, the total cost to the County for all services and expenses associated with performance hereunder shall not exceed the amount(s) quoted.

Regular communications and any draft report sections presented prior to delivery of the complete reports should provide assurance that our selected assumptions conform to your knowledge of the plan and provide an opportunity for any questions to be addressed. Follow-up consultations can be provided to address any concerns that arise after the complete reports have been delivered, and we will remain available to confer with the County and its representatives.

We appreciate this opportunity to continue providing actuarial services for Waller County, and we look forward to working with you on this assignment.

Respectfully submitted,

CAPRISK CONSULTING GROUP:

James M. Owen

James M. Owen, Managing Principal
877.747.5238, Ext. 411 / JOwen@CapRiskGroup.com

Cc: Wilfred L. Thornthwaite, Consulting Actuary

The undersigned hereby authorizes CapRisk Consulting Group to commence work under this engagement with Waller County to provide the actuarial services outlined above.

Carbett "Trey" J. Duhon III
Waller County Judge

_____ 03/19/2025

Name/Title Date

WALLER COUNTY
2025.3 SALARY ORDER

Amended by Commissioners' Court effective 03/30/2025

GRADE			2025 APPROVED RATE	2025 BUDGETED AMOUNT	SB22 BUDGETED AMOUNT
		Fund 125-Department 416			
		Criminal District Attorney			
120	5	Prosecutor	$ 55.61	$ 116,114.00	$ 10,906.00
120	7	Prosecutor	$ 55.06	$ 114,966.00	$ 20,037.00
118	3	Civil Attorney	$ 41.59	$ 86,840.00	$ 18,363.00
		Fund 110-Department 524			
		Road and Bridge Administration			
122		Assistant Engineer	$ 62.62	$ 130,751.00	
104		Permit Manager	$ 18.82	$ 39,297.00	
104		Administrative Assistant	$ 28.74	$ 60,010.00	
104		Administrative Assistant	$ 22.99	$ 48,004.00	
		PT Assistant - Eliminate	$ 17.89	$ -	
		Fund 110 - Department 530			
		Road and Bridge - Maintenance and Construction			
104	5	Equipment Operator	$ 25.50	$ 53,244.00	
104	8	Equipment Operator	$ 26.09	$ 54,476.00	
104	11	Equipment Operator	$ 18.64	$ 38,921.00	
102	7	Construction Laborer	$ 17.14	$ 35,789.00	
107	1	Inspector	$ 21.00	$ 43,848.00	
102	2	Sign/Striping Crew	$ 18.00	$ 37,584.00	
105	1	Truck Driver	$ 23.00	$ 48,024.00	
105	2	Truck Driver	$ 20.00	$ 41,760.00	
		Fund 129-Department 634			
		Pre-Trial Diversion			
	5	Prosecutor	$ 8,000.00	$ 8,000.00	

Notes for Court:

Fund 125-Department 416
Criminal District Attorney
Pre-Trial Diversion
Retitle civil attorney 3 and prosecutor 5 adjusting salaries
Increase posecutor 5 and 7 pay to $135k
Using salary savings plus $40k contingency funds

Fund 110-Department 524
Road and Bridge Administration
Fund 110 - Department 530
Road and Bridge - Maintenance and Construction
Restructure positions and pay rates within budgeted funds

Changes 3/19/2025

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
363	2024	GMC	Sierra 1500 SLT 4x2CrewCab SWB	1GTPHDED5RZ278699	LEASED	$ 53,393	04/09/24	X	X		X	05/01/24	County Judge	X
365	2023	RAM	1500 Pickup	1C6RREGG8PN585525	LEASED	$ 42,344	04/10/23	X	X		X	04/19/23	Director of Policy	X
County Judge							**Total Number of Vehicles:**			**2**	**2**			
434	2024	Chev	Silverado Trail Boss Crew Cab	3GCUDCED0RG331351		$ 58,790	07/25/24	X	X	X	X	08/21/24	County Commissioner	X
Precinct 4, Commissioner							**Total Number of Vehicles:**			**1**	**1**			
180	2016	Chev	Trax	3GNCJKSB6GL189486	1371	$ 19,340	04/19/16	X	X		X	05/01/24	Investigator	X
185	2017	Chev	Tahoe	1GNSCAKC8HR124920	1377	$ 39,736	10/27/16	X	X	X	X	05/01/24	Investigator	X
186	2017	Chev	Traverse	1GNKRFED4HJ173949	1378	$ 26,615	10/27/16	X	X		X	05/01/24	ADA	X
230	2008	Cadillac	CTS	1G6DR57V280161521			05/17/18	X			X	05/01/24		X
235	2014	Ford	F150	1FTMF1CM1EKE19233	1381	$ 18,698	07/30/18	X	X		X	05/01/24	Comm Service Supervisor	X
271	2020	Chev	Trax	3GNCJKSB1LL238992	1382	$ 26,384	02/18/20	X	X	X	X	05/01/24	ADA	X
411	2023	Ford	Explorer	1FM5K8AB0PGC18032			08/16/24	X	X	X	X	10/02/24	Investigator	X
District Attorney							**Total Number of Vehicles:**			**6**	**6**			
34	2008	Ford	Expedition XLT	1FMFU15558LA63593	129	$ 23,965	04/14/08	X		X				
188	2017	Chev	Colorado	1GCGTBEN3H1143827	100	$ 29,268	12/05/16	X	X					
213	2018	Chev	Colorado	1GCGTBEN9J1118002	98	$ 29,972	09/21/17	X	X		X	05/01/24	Designated Rep	X
273	2020	Ford	F150	1FTEW1EPXLKD52057	97	$ 30,108	03/09/20	X	X	X				
346	2022	Texas Bragg	Utility Trailer	17XFL1426N1110361		$ 3,189	09/12/22	X	X					
Environmental							**Total Number of Vehicles:**			**5**	**1**			
197	2014	Chev	Silverado	3GCPCREH6EG191967	FM0001	$ 32,218	01/27/17	X	X	X				
249	2019	Ford	F150	1FTEW1E53KKC90403	FM0002	$ 39,907	04/11/19	X	X	X	X	05/01/24	Fire Marshal	X
283	2004	Featherlite	4926 Car Trailer	4FG-A4202-7-4C069398	FMIC-1	$ 5,000	05/07/20	X						
302	2021	Ford	F150	1FTFW1E56MFA33915	FM0004	$ 42,881	03/05/21	X	X	X	X	05/01/24	Fire Investigator	X
320	2021	Cargo Mate	EHW Utility Trailer	5NHUEH216MY085082	FMST-1	$ 3,000	11/03/21	X	X					
344	2022	Ford	F250	1FT7W2B6XNEE81007	FM0005	$ 57,770	08/15/22	X	X	X	X	05/01/24	Fire Investigator	X
368	2022	Salv	Utility Trailer	7GG1E2025NW021770	FMST-2	$ 15,000	06/07/23	X	X					
389	2024	Ford	F-250	1FT7W2BN4REC43666	FM0006	$ 68,805	01/03/24	X	X	X				
392	2024	Chev	Tahoe	1GNSCLED7RR171213	FM0007	$ 86,473	03/25/24	X	X		X	05/01/24	Fire Investigator	X
435	2025	Coastline	18X8 Tandem Axle Airboat Trailer	555C1BM25SS000224		$ 6,680	11/06/24	x	x					
436	2025	Neoteric	Single Axle Fly On/Off Tilt Trailer	1N9BB1817RT204294		$ 15,713	12/02/24	x	x					
Fire Marshal							**Total Number of Vehicles:**			**11**	**4**			
326	2021	Chev	Tahoe	1GNSCLED3MR446374		$ 44,362	01/11/22	X	X	X				
343	2022	Chev	Equinox	3GNAXHEVXNS217713		$ 27,040	08/01/22	X	X	X				
Juvenile Probation							**Total Number of Vehicles:**			**2**	**0**			
9	2002	Ameritrail	Trailer	17YBP12132B025296	40	$ 100	12/10/03	X						

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
76	2015	Chev	Silverado 2500	1GC2DUEG9FZ525866	1003	$ 27,930	04/09/15	X	X		X		Assistant	
77	2003	Chev	C1500 PU	1GCEC14V33Z220452	1000	$ 100	12/30/02	X						
82	2009	Chev	2WD Ext Cab	1GCEC29029Z198455	1001	$ 23,101	03/10/09	X	X					
153	2010	C-5	Car Hauler Trailer	4C9BU1622AE102618	727	$ 4,000	09/17/10	X	X					
240	2015	Ford	F150 XLT	1FTEW1CP8FKD54929	1005	$ 24,995	01/14/19	X	X					
262	2019	Ford	F350	1FD8W3GT5KED95247	1006	$ 48,571	04/29/19	X	X					
284	2020	Ford	F350	1FD8W3GT0LED78373	1007	$ 51,290	08/21/20	X	X					
318	2010	International	MaxxForce Bucket Truck	1HTMMAAL5AH261957	1008	$ 45,000	09/02/21	X	X					
356	2020	BCI	Trailer	4B9B1UD21MS075069		$ 3,500	09/13/22	X	X					
357	2005	Chev	3/4 ton P/U	1GCHC29UX5E326698	1002		10/06/22	X						
409	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ2RG246406	1009	$ 62,586.00	07/23/24	X	X		X		Custodian	
410	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ4RG246407	1010	$ 62,586.00	07/23/24	X	X		X		Assitant	
Maintenance							**Total Number of Vehicles:**			**13**	**3**			
173	2015	Chev	Caprice	6G3NS5U22FL121308	1376	$ 29,315	12/17/15	X	X	X	X	02/05/25	Constable	X
90	2010	Chev	Tahoe	1GNMCAE09AR195687		$ 24,215	04/09/10	X	X	X				
170	2015	Ford	F150	1FTEW1EF3FKE61245		$ 30,929	11/10/15	X	X	X	X	05/01/24		X
266	2019	Ford	F150 Police Responder	1FTEW1P42KKD29681		$ 56,606	07/02/19	X	X	X	X	05/01/24	Deputy	X
Precinct 1, Constable							**Total Number of Vehicles:**			**3**	**2**			
3	1990	BMY	Cargo Truck	2500354	211	$ 72,040	12/19/13	X	X					
4	1990	BMY	Cargo Truck	2500739	210	$ 72,040	12/19/13	X	X					
47	2003	Ford	Expedition XLT	1FMRU15W53LB10393	202	$ 100	11/20/02	X			X	05/01/24	Reserve	X
89	2014	Chev	Tahoe	1GNLC2E09ER201754	206	$ 42,350	01/02/14	X	X	X				
105	2010	Dodge	Charger	2B3CA5CTXAH181720	205	$ 30,000	08/29/12	X	X	X				
113	2010	Ford	Crown Victoria	2FABP7BV1AX127449	203	$ 30,807	05/12/10	X	X	X	X	05/01/24	Reserve	X
129	2007	Ford	Crown Victoria	2FAFP71W57X143321	207	$ 7,000	05/02/14	X						
171	2011	Dodge	Charger	2B3CL1CT5BH539729	212	$ 24,400	12/03/15	X	X	X	X	05/01/24	Reserve	X
196	2009	Ford	Crown Victoria	2FAHP71V29X121537	208	$ 13,135	01/25/17	X			X	05/01/24	Reserve	X
214	2007	Hummer	Truck	AM00010	213	$ 9,000	11/14/17	X	X					
231	2018	Ford	F150	1FTEW1E55JKE18638	209	$ 34,838	05/30/18	X	X	X	X	05/01/24	Constable	X
237	2011	Ford	Crown Victoria	2FABP7BV0BX168740	204	$ 15,000	09/24/18	X	X	X				
287	2020	Ford	Explorer	1FM5K8AC4LGB95387	214	$ 56,602	09/17/20	X	X	X				
Precinct 2, Constable							**Total Number of Vehicles:**			**13**	**5**			
87	2014	Chev	Tahoe	1GNLC2E07ER168446	C-154	$ 42,350	01/31/14	X	X	X				
109	2009	Dodge	Charger	2B3KA43TX9H608475	C-151	$ 25,194	03/31/09	X		X				
163	2011	Chev	Tahoe	1GNLC2E02BR327871	C-156	$ 19,364	10/28/15	X		X				
164	2011	Chev	Tahoe	1GNLC2E01BR327019	C-157	$ 19,506	10/28/15	X		X				
165	2008	Ford	Crown Victoria	2FAHP71V38X170406	C-162	$ 22,088	10/28/15	X		X				
166	2010	Ford	Crown Victoria	2FABP7BV5AX133349	C-158	$ 11,413	10/28/15	X		X				
167	2010	Ford	Crown Victoria	2FABP7BV0AX140063	C-159	$ 11,093	10/28/15	X		X				
168	2010	Ford	Crown Victoria	2FABP7BVXAX135307	C-161	$ 11,673	10/28/15	X		X				
226	2017	Chev	Tahoe	1GNLCDKC4HR243893	C-164	$ 36,968	03/21/18	X	X	X				
276	2020	Chev	Tahoe	1GNLCDEC8LR225062	C-165	$ 46,494	03/09/20	X	X	X	X	05/01/24	Constable	X

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
432	2024	Chev	Tahoe	1GNSCLED1RR391074		$ 52,550	10/07/24	X	X					
433	2024	Chev	Tahoe	1GNSCLED7RR391046		$ 52,150	10/07/24	X	X					
Precinct 3, Constable							**Total Number of Vehicles:**			**12**	**1**			
86	2014	Chev	Tahoe	1GNLC2E01ER169608	137	$ 43,525	12/19/13	X	X	X				
88	2014	Chev	Tahoe	1GNLC2E08ER224006	C-137	$ 43,388	10/31/14	X	X	X				
265	2019	Ford	Explorer	1FM5K8AR2KGB55201	Leased	$ 47,254	06/18/19	X	X	X	X	05/01/24	Deputy	X
363	2022	Chev	Tahoe	1GNSCLED9NR240803	Lease	$ 61,353	12/16/22	X	X	X	X	05/01/24	Constable	X
413	2024	Chev	Tahoe	1GNSCLEDXRR339393	141	$ 52,800	09/12/24	X	X					
423	2023	Ford	F150	1FTFW1E52PKG01749	140	$ 46,873	09/26/24	X	X					
Precinct 4, Constable							**Total Number of Vehicles:**			**4**	**2**			
391	2024	Toyota	4Runner	JTEMU5JR0R6245645	Leased	$ 39,109	3/7/2024	X	X		X	05/01/24	JP2 Judge	X
Precinct 2, JP							**Total Number of Vehicles:**			**1**	**1**			
72	**ALL OTHER DEPARTMENTS VEHICLE INVENTORY COUNT**							77	61	38	**27**			

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the last date of signing.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Waller County
425 FM 1488
Hempstead, TX 77445

and the Architect:
(Name, legal status, address and other information)

LDDBlueline, LLC
333 Cypress Run, Suite 350
Houston, Texas 77094

for the following Project:
(Name, location and detailed description)

Scope of Work:

The project involves the design and construction of a 5,000 square foot pre-engineered metal building (PEMB) to function as a vehicle maintenance garage for Waller County. This facility will feature metal siding and an insulated metal roof, both provided by the PEMB manufacturer.

The garage will be equipped with four (4) overhead coiling doors, allowing access to two (2) dedicated maintenance bays designed for the servicing of county vehicles and equipment. Additionally, a 200 square foot parts and tools room will be integrated within the structure to facilitate organized storage and streamlined maintenance operations.

Beyond the primary garage space, the building will include air-conditioned interior areas, consisting of a 200 square foot administrative office and two (2) single-occupant restrooms.

Site enhancements will include paved access drives to ensure entry and exit for service vehicles, along with the necessary site infrastructure to support the facility's operations. As confirmed by Waller County, existing utility connections have already been extended to the site.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") Scope of work includes 5,000 square foot pre-engineered metal building (PEMB) to function as a vehicle maintenance garage for Waller County with four (4) maintenance bays, parts area and an air-conditioned office area and two(2) single occupancy restrooms. This facility will feature metal siding and an insulated metal roof, both provided by the PEMB manufacturer. Site work is limited to connecting to existing utilities and concrete aprons and parking.

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Programming completed, included in Exhibit A (Basis of Design).

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated to be approximately one million dollars ($1,000,000.00), subject to adjustments through the Phases of the Project.

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined by mutually written agreement of the Parties at a later date.

.2 Construction commencement date:

To be determined by mutually written agreement of the Parties at a later date.

.3 Substantial Completion date or dates:

To be determined by mutually written agreement of the Parties at a later date.

.4 Other milestone dates:

To be determined by mutually written agreement of the Parties at a later date.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None.

(Paragraph deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Danny Rothe
Waller County
425 FM 1488
Hempstead, TX 77445

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be determined.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined at a later date.

(Paragraphs deleted)

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.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Materials Testing – by Owner
Site environmental, wetlands and antiquities survey – if required
Platting Services – if required
Traffic Engineering – if required

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jack Duran
LDDBlueline, LLC
333 Cypress Run, Suite 350
Houston, Texas 77094

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined.

.2 Mechanical Engineer:

To be determined.

.3 Electrical Engineer:

To be determined.

.4 Plumbing Engineer:

To be determined.

.5 Civil Engineer:

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To be determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. Unless the Owner authorizes an increase in the Project budget, the Architect shall redesign in order to lower costs, and come within Owner's budget.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement. With Owner's prior written consent, Architect may cause such services to be performed by other appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.5.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars ($1,000,000.00) for each occurrence and two million dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($1,000,000.00) per accident for bodily injury, death of any person, and

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property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars ($1,000,000.00) each accident, one million dollars ($1,000,000.00) each employee, and one million dollars ($1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars ($2,000,000.00) per claim and four million dollars ($4,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 Before beginning work, the Architect shall provide copies of the insurance policies and endorsements to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical, plumbing, and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and comply with applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 Schematic Design is in general conformance with Exhibit A (Basis of Design), which has been reviewed and approved by the Owner.

(Paragraphs deleted)

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. The Architect stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications, and other Construction Documents and has no duty to notify Architect of same. By entering into the Contract Documents, or any agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications, or other Construction Documents.

§ 3.2.5 Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's written approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents and shall be compliant with applicable laws.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement in writing.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's, its agents, employees, or representatives' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall visit the construction site at critical points of construction such as those affecting structural integrity. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the Architect rejects Work under this paragraph, the Architect shall provide written notice to the Owner within three (3) business days. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Owner's decisions on matters relating to aesthetic effect shall be final.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed in writing by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. However, the Architect shall verify the representations made and documents submitted by the Contractor as to the progress of the Work.

§ 3.6.3.3 The Owner shall have the authority to withhold payment from the Contractor or Architect if there is a dispute regarding the amount of money owed to the Contractor or Architect. The Owner may withhold liquidated damages from payment applications throughout the construction process.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Final Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Final Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A/ Owner Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Owner
§ 4.1.1.6 Building Information Model management responsibilities	Architect (included in Basic Services)
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect (included in Basic Services)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect (Article 12, paragraph 12.2)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Contractor
§ 4.1.1.13 On-site project representation	Architect (included in Basic Services, Article 3, paragraph 3.6.2.1)
§ 4.1.1.14 Conformed documents for construction	Contractor
§ 4.1.1.15 As-designed record drawings	Contractor
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect will meet with Owner's consultants and vendors to obtain information for inclusion in Architect's Contract Documents (included in Basic Services)
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect (for an additional fee)
§ 4.1.1.30 Other Supplemental Services	Architect (for an additional fee)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1

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(Paragraphs deleted)
Telecommunications/data and Security (re: 4.1.20 and 4.1.21): Architect will take information provided by Owner's vendors and design necessary components in the normal architectural work.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing within five (5) business days and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

(Paragraph deleted)

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.3 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing within five (5) business days and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Architect shall not proceed unless it has written authorization from the Owner or its representative.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.4 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner in writing:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Every two (2) weeks visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

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§ 4.2.5 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Final Completion of the Work or (2) the initial date of Final Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.6 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall estimate the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner may update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. Architect recognizes and understands that Owner is a governmental entity subject to unique budgetary constraints. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner will endeavor to render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. However, Architect recognizes that Owner is a governmental entity, and decisions are made through its governing body at regularly scheduled meetings.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Other than the metes and bounds noted in the survey, if any, Owner does not guaranty the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence of absence of easements. The Owner will provide an updated signed and sealed topographic survey which accurately locates existing development including but not limited to structures and site improvements including pavement and existing underground utilities for connection and tie-ins to support the new vehicle maintenance garage.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally deleted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's written request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an

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Additional Service, when the Architect requests such services in writing and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, with the exception of the insurance required to be provided by Architect or Contractor.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.2.1 Where the Architect's compensation is based on a percentage of the Cost of the Work, such compensation is subject to modification per paragraph 11.6 as the Cost of the Work is adjusted.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner may adjust its budget for the Cost of the Work to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work. Any adjustment to the budget is at Owner's sole discretion.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 consider approving an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instructions of Services or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Copyrighted materials shall be clearly marked.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. However, Architect recognizes and understands that Owner is a governmental body subject to the requirements of the Texas Government Code, Chapter 552, the Public Information Act.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, repairing, remodeling, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 Intentionally deleted.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants, unless the liability arises from a design defect attributable to Architect or Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Waller County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to terminate this Agreement, the license granted in Article 7 shall survive termination. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted if mutually agreed to in writing.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules may be equitably adjusted if mutually agreed to in writing.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice, but may not terminate the license granted in Article 7. In the event of suspension, Owner shall have no liability to the Architect for delay or damage caused by the suspension.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to written notice of termination, and Reimbursable Expenses already incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero ($0.00).

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Five thousand dollars ($5,000.00).

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas, excluding that jurisdiction's choice of law rules, and venue shall lie in the district courts of Waller County, Texas.

§ 10.2 Except where defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 10.3 Architect binds itself, its agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless an injury occurs as the result of the Architect's direction concerning the substance.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," to the extent allowed by law, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. All confidential materials shall be clearly marked as such. Architect recognizes that Owner is a governmental entity subject to Texas Government Code, Chapter 552, the Public Information Act. The final decision as to what information must be disclosed pursuant to the Public Information Act lies with the Texas Attorney General. Owner shall have the right to rely on the advice, decisions, and opinions of the Texas Attorney General, and shall have no liability or obligation to Architect or Contractor for disclosure to the public in reliance on any advice, decision, or opinion of the Texas Attorney General.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

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(Insert amount)

Forty-seven thousand five hundred dollars ($47,500.00).

.2 Percentage Basis
(Insert percentage value)

Intentionally left blank.

.3 Other
(Describe the method of compensation)

Intentionally left blank.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As agreed upon when the need is identified.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As agreed upon when the need is identified.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming/Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed for any reason including a reduction in the budget which is indicated in paragraph 1.1 or approved at the conclusion of any Phase, compensation for those portions of the Project shall be payable to the extent services are actually performed on those portions in accordance with the Agreement, and in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation based on the percentages identified in §11.5 upon completion of the applicable phase. Compensation shall be in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. In no event will the Architect receive payment for services not performed.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. In no event will the Architect receive payment for services not performed.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;

(Paragraphs deleted)

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; and,
.12 Other similar Project-related expenditures when first submitted in writing to and approved by Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8.3 Charges for Reimbursable Expenses, including the ten percent (10%) mark-up for administrative costs, shall not be charged unless approved by the Owner in writing prior to the cost being incurred.

§ 11.8.4 Travel expenses shall be reimbursed in accordance with the "Waller County Policy on Travel."

§ 11.9 Architect's Insurance.

Intentionally left blank.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due after receipt by the Waller County Auditor, and Owner's acceptance of work performed by Architect. Any invoice which cannot be verified by the contract price or is otherwise incorrect shall be returned to Architect for correction. Owner's obligation to pay Architect is subject to the laws of the State of Texas, which prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Amounts unpaid sixty (60) days after the payment is due shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

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4 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, except in accordance with the terms of this Agreement or unless the Architect has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner upon request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Civil engineering services shall be included in the Architect's services and are included in the Percentage Basis fee.

12.2 As part of Basic Services, the Architect shall include selection and specification of interior finish materials and colors, for built-in items only.

12.3 The Owner's responsibilities include paying for surveys, soils testing, construction testing, utility commitments, permits and permit runners, assessments, and so forth. The Owner also provides information pertaining to Owner-provided equipment.

12.4 The Architect does not include any environmental assessments related to wetlands or any other issues, and does not include any services related to any actual or potential hazardous or toxic materials of any kind including asbestos, PCB's, mold, etc. Should the Owner suspect that any such issues affect the site, the Owner shall engage consultants appropriately and advise the Architect if the Architect's services could be affected.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Schematic Design (Basis of Design)
Exhibit B: Schedule of Hourly Rates

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The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. They may be reached at:

Texas Board of Architectural Examiners
P.O. Box 13179
Austin, Texas 78711-3179
512-305-9000

This Agreement entered into as of the day and year first written above.

LDDBlueline, LLC

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Jack Dura, AIA Vice President
(Printed name, title, and license number, if required)

ARCHITECT *(Signature)*

Randall S. Seitz, AIA President
(Printed name, title, and license number, if required)

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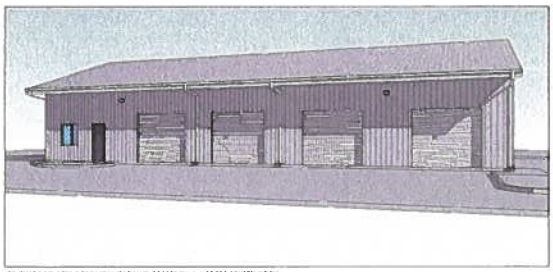
EXHIBIT A

WALLER COUNTY
MAINTENANCE GARAGE

100 Sheriff R Glenn Smith Dr, Hempstead, TX 77445



SCHEMATIC RENDERING FOR VISUALIZATION PURPOSES ONLY - NOT FOR CONSTRUCTION

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ABBREVIATIONS

ACM	ALUMINUM COMPOSITE PANEL	LAV	LAVATORY
ACT	ACOUSTICAL CEILING TILE	LED	LIGHT EMITTING DIODE
ADJ	ADJUSTABLE	LF	LINEAR FEET
ADDL	ADDITIONAL	LVT	LUXURY VINYL TILE
AFF	ABOVE FINISHED FLOOR		
ALUM	ALUMINUM	MAX	MAXIMUM
ALT	ALTERNATE	MBM	METAL BUILDING MANUFACTURER
ANOD	ANODIZED	MECH	MECHANICAL
APPROX	APPROXIMATE	MEZZ	MEZZANINE
ARCH	ARCHITECT (URAL)	MFR	MANUFACTURER
AUTO	AUTOMATIC	MIN	MINIMUM
AV	AV/DEO VISUAL	MISC	MISCELLANEOUS
		MO	MASONRY OPENING
BD	BOARD	MTD	MOUNTED
BL	BUILDING LINE	MTG	MOUNTING
BO	BOTTOM OF	MTL	METAL
BOS	BOTTOM OF STEEL		
BTWN	BETWEEN	N/A	NOT APPLICABLE
		NIC	NOT IN CONTRACT
CAB	CABINET	NO	NUMBER
CJ	CONTINUOUS INSULATION	NTS	NOT TO SCALE
CJ	CONTROL JOINT		
CL	CENTERLINE	OC	ON CENTER
CLG	CEILING	OD	OUTSIDE DIAMETER /
CLR	CLEAR(ANCE)		OVERFLOW DRAIN
CMU	CONCRETE MASONRY UNIT-S)	OH	OPPOSITE HAND
CO	COLD OPENING	OPP	OPPOSITE
COL	COLUMN		
CONC	CONCRETE	PLAM	PLASTIC LAMINATE
CONT	CONTINUE / CONTINUOUS	POLYISO	POLYISOCYANURATE
CORR	CORRIDOR	PR	PAIR
CPT	CARPET	PREFAB	PREFABRICATED
CT	CERAMIC TILE	PREFIN	PREFINISHED
CTR	CENTER	PSI	POUND S PER SQUARE INCH
CW	CURTAIN WALL	PT	PRESSURE TREATED / POINT
		PTD	PAINTED
DEPT	DEPARTMENT	PVC	POLYVINYL CHLORIDE / PLASTICS
DIA	DIAMETER		
DIAG	DIAGONAL	QTY	QUANTITY
DIM	DIMENSION	R	RADIUS / RISER /
DN	DOWN		RESISTANCE VALUE
DS	DOWNSPOUT	RCP	REFLECTED CEILING PLAN
		RD	ROOF DRAIN
EA	EACH	RE	REFERENCED
EDF	ELECTRIC DRINKING FOUNTAIN	REF	REFRIGERATOR
EFS	EXTERIOR INSULATION &	REINF	REINFORCED
	FINISH SYSTEM	REQD	REQUIRED
EJ	EXPANSION JOINT	RESIL	RESILIENT
ELEC	ELECTRICAL	RO	ROUGH OPENING
ELEV	ELEVATOR / ELEVATION	ROW	RIGHT OF WAY
EOS	EDGE OF SLAB		
EQ	EQUAL	SC	SOLID CORE
EQUIP	EQUIPMENT	SCHED	SCHEDULED
EWC	ELECTRIC WATER COOLER	SF	SQUARE FEET / STOREFRONT
EXIST	EXISTING	SHT	SHEET
EXT	EXTERIOR	SIM	SIMILAR
		SPEC	SPECIFICATION
FD	FLOOR DRAIN	SQ	SQUARE
FE	FIRE EXTINGUISHER	SS	STAINLESS STEEL / SOLID SURFACE
FEC	FIRE EXTINGUISHER CABINET	STD	STANDARD
FIN FLR	FINISHED FLOOR	STL	STEEL
FOS	FACE OF SHEET	STOR	STORAGE
FR	FIRE RESISTANCE	STRUCT	STRUCTURAL
FRT	FIRE RETARDANT TREATED	SUSP	SUSPENDED
FRP	FIBER REINFORCED PLASTIC		
FT	FOOT / FEET	TEMP	TEMPORARY
FTG	FOOTING	TFF	TOP OF FINISHED FLOOR
FURN	FURNITURE / FURNISH	TNG	TONGUE & GROOVE
		THK	THICKNESS
GA	GAUGE	TO	TOP OF
GALV	GALVANIZED	TOB	TOP OF BEAM
GC	GENERAL CONTRACTOR	TOC	TOP OF CONCRETE / TOP OF CURB
GFRC	GLASS FIBER REINFORCED CONCRETE	TPO	THERMOPLASTIC POLYOLEFIN
GFRG	GLASS FIBER REINFORCED GYPSUM	TV	TELEVISION
GWB	GYPSUM WALL BOARD	TYP	TYPICAL
HC	HANDICAP	UC	UNDER COUNTER
HDWD	HARDWOOD	UL	UNDERWRITER'S LABORATORY
HM	HOLLOW METAL	UNO	UNLESS SO NOTED OTHERWISE
HORIZ	HORIZONTAL		
HT	HEIGHT	VCT	VINYL COMPOSITION TILE
HVAC	HEATING, VENTILATION &	VERT	VERTICAL
	AIR CONDITIONING	VEST	VESTIBULE
		VIF	VERIFY IN FIELD
IBC	INTERNATIONAL BUILDING CODE	WF	WIDE FLANGE
ID	INSIDE DIAMETER	WHO	WITHOUT
INFO	INFORMATION	WIC	WALK-IN CLOSET
INSUL	INSULATION	WD	WOOD
INT	INTERIOR	WP	WORKING POINT
		WRB	WATER RESISTIVE BARRIER
JAN	JANITOR / CUSTODIAL	WT	WEIGHT
LAM	LAMINATE	YD	YARD

THE ABOVE LISTING OF ABBREVIATIONS ARE INCLUDED FOR THE CONVENIENCE OF THE CONTRACTOR AND IS NOT INTENDED AS A COMPLETE LISTING OF ALL ABBREVIATIONS USED IN THE CONTRACT DOCUMENTS. OTHER ABBREVIATIONS MAY BE USED AND SHALL HAVE THE SAME MEANING AS IN COMMON OR NORMAL TECHNICAL LANGUAGE

GENERAL NOTES

PURPOSE OF DOCUMENTS
- THESE DRAWINGS ARE THE WRITTEN AND GRAPHIC DOCUMENTS PREPARED FOR COMMUNICATING THE PROJECT DESIGN AND ADMINISTERING THE CONSTRUCTION CONTRACT. THEY CONSIST OF THE DRAWINGS, SPECIFICATIONS, CONTRACTING REQUIREMENTS, PROCUREMENT REQUIREMENTS MODIFICATIONS AND ADDENDA.
- THESE DRAWINGS ARE DIAGRAMMATIC INTENDING TO OUTLINE GENERAL DESIGN REQUIREMENTS ONLY AND ARE NOT INTENDED TO BE COMPLETE IN ALL DETAILS. SPECIFIC IMPLEMENTATION OF THE DRAWINGS SHALL BE THE RESPONSIBILITY OF EACH SUBCONTRACTOR ENGAGED UPON THE WORK. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OVERALL COORDINATION.
- THESE DRAWINGS AND SPECIFICATIONS ARE AN OUTLINE OF THE MINIMUM MATERIAL REQUIREMENTS AND THEIR APPLICATION MANUFACTURERS' SPECIFICATIONS AND REQUIREMENTS, WHEN IN EXCESS OF MINIMUM SPECIFICATIONS, SHALL CONTROL.
- THESE DRAWINGS ARE THE PROPERTY OF LDDBLUELINE AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT. THEY ARE A COMPOSITE SET AND MAY NOT BE SEPARATED FOR DISTRIBUTION.
- THESE DRAWINGS ARE TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND SHALL NOT BE USED ON ANY OTHER PROJECT.

PROJECT REQUIREMENTS
- ALL CONSTRUCTION SHALL BE PERFORMED IN STRICT COMPLIANCE WITH GOVERNING FEDERAL, STATE, AND LOCAL BUILDING CODE REQUIREMENTS, INCLUDING THE 2018 INTERNATIONAL BUILDING CODE.
- ALL CONSTRUCTION SHALL BE EXECUTED IN ACCORDANCE WITH ACCEPTED INDUSTRY STANDARDS, AND SHALL CONFORM TO SPECIFIC REGULATIONS AS MANDATED BY THE OWNER, THE ARCHITECT, AND THE AUTHORITIES HAVING JURISDICTION.

VERIFICATION
- BEFORE COMMENCING WORK, CONTRACTOR SHALL PERFORM A SURVEY OF EXISTING CONDITIONS TO VERIFY THEIR ACCURACY AND COMPATIBILITY WITH DIMENSIONS AND CONDITIONS SHOWN ON THE CONSTRUCTION DRAWINGS. CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY, IN WRITING, OF ALL DISCREPANCIES FOUND WHICH MAY AFFECT THE WORK, AND SHALL NOT PROCEED UNTIL ALL DISCREPANCIES ARE RESOLVED TO THE SATISFACTION OF ALL PARTIES. PROCEEDING WITH THE WORK SHALL CONSTITUTE ACCEPTANCE BY THE CONTRACTOR THAT THE CONDITIONS ARE CORRECT. AT WHICH POINT THEY SHALL ASSUME FULL RESPONSIBILITY INCLUDING THE COSTS OF CORRECTIVE WORK, FOR ANY ERRORS RESULTING FROM THEIR FAILURE TO EXERCISE SUCH VERIFICATION.
- IF WRITTEN SPECIFICATIONS AND GRAPHIC DOCUMENTS (DRAWINGS) PROVIDE CONFLICTING INFORMATION, CONTRACTOR SHALL ISSUE A REQUEST FOR INFORMATION (RFI) TO THE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING.
- CONTRACTOR SHALL VERIFY ALL SPECIFICATIONS WITH THE ARCHITECT PRIOR TO COMMENCING THE WORK. ANY REQUESTS FOR SUBSTITUTIONS OF ANY SPECIFIED ITEM ARE TO BE SUBMITTED TO THE ARCHITECT IN WRITING AND WILL BE CONSIDERED ONLY IF THE ALTERNATE PROPOSED IS DEEMED TO BE ADVANTAGEOUS TO THE OWNER WITH RESPECT TO DELIVERY DATE, QUALITY, OR COST.

DELEGATED DESIGN
- AUTOMATIC FIRE SPRINKLER SYSTEM DRAWINGS AND FIRE ALARM DETECTION SYSTEM DRAWINGS ARE TO BE DEFERRED SUBMITTALS. SUBMITTED SEPARATELY BY THE CONTRACTOR TO THE FIRE MARSHAL FOR REVIEW & APPROVAL.

MISC.
- THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION AS TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS SUBSTANCES ON THE PROJECT SITE AND ASSUMES NO RESPONSIBILITY WITH RESPECT TO SAME.
- MECHANICAL REPRODUCTION ERRORS MAY CAUSE DRAWING SCALES TO BECOME INACCURATE.
- DO NOT SCALE DRAWINGS.

CONTRACTOR RESPONSIBILITIES
- BY ENTERING INTO CONTRACT EACH CONTRACTOR AFFIRMS THAT THEY HAVE THE SKILL AND EXPERTISE NECESSARY TO EXECUTE THE WORK REQUIRED AND THAT THEY ARE LICENSED BY THE STATE DEPARTMENT OF COMMERCE IN ACCORDANCE WITH THE LATEST REQUIREMENTS IN THE STATE CODE, AS AMENDED.
- GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION, INCLUDING TEMPORARY STRUCTURES AND FACILITIES.
- GENERAL CONTRACTOR SHALL REVIEW ALL DRAWINGS AND DISTRIBUTE THE ENTIRE SET TO EACH SUBCONTRACTOR.
- GENERAL CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO THE OWNER AND ARCHITECT PRIOR TO PROCEEDING WITH ANY WORK. REQUIRED DATES FOR SUBMITTALS SHALL BE INCLUDED WITH THE CONSTRUCTION SCHEDULE. ARCHITECT MAY REQUIRE UP TO 10 BUSINESS DAYS TO PROCESS SUBMITTALS.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR PROCURING ALL REQUIRED PERMITS. THE NECESSARY PERMIT AND APPROVALS PRIOR TO THE COMMENCEMENT OF ANY WORK, AS WELL AS A CERTIFICATE OF OCCUPANCY UPON COMPLETION OF PROJECT. GENERAL CONTRACTOR IS RESPONSIBLE FOR ANY FEES ASSOCIATED WITH PROCURING SUCH DOCUMENTS AND SHALL FURNISH COPIES OF PERMITS, INSPECTIONS, AND CERTIFICATES TO THE OWNER.
- GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL COMPONENTS OF THE CONSTRUCTION DOCUMENTS, UNLESS NOTED OTHERWISE. GENERAL CONTRACTOR SHALL INSTALL ANY OWNER-FURNISHED ITEMS INCLUDING THE NECESSARY BLOCKING UNLESS NOTED OTHERWISE.
- GENERAL CONTRACTOR SHALL INCLUDE ANY ITEM IN THESE DOCUMENTS IN THE PROJECT WITHOUT ADDITIONAL COST UNLESS A SPECIFIC CLARIFICATION HAS BEEN MADE IN THE OWNER-CONTRACTOR AGREEMENT IF AN ITEM IS ONLY NOTED IN THE WRITTEN DOCUMENTS AND NOT THE GRAPHIC DOCUMENTS OR VICE VERSA, THE CONSTRUCTION DOCUMENTS AS A WHOLE STILL INCLUDE THE PROVISION FOR THE ITEM AND THE GENERAL CONTRACTOR SHOULD INCLUDE THE ITEM WITHOUT ADDITIONAL COST.
- GENERAL CONTRACTOR SHALL CONSTRUCT A MOCK-UP PANEL, SEPARATE FROM THE BUILDING TO SHOW THE FULL SCOPE OF THE EXTERIOR FINISH MATERIALS AND THE WATER PROOFING SYSTEMS BEHIND THE FINISHES AND AT OPENINGS. THE MOCK-UP PANEL SHALL BE COMPLETED FOR REVIEW & APPROVAL PRIOR TO COMMENCING WORK.
- GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOBSITE SAFETY AND SECURITY. MEETING OSHA REGULATIONS AND CONSULTING WITH LOCAL FIRE AUTHORITIES TO ASCERTAIN REQUIREMENTS FOR FIRE SUPPRESSION AND SAFETY DURING CONSTRUCTION.
- GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROTECTION OF BUILDING MATERIALS AND INSTALLED CONSTRUCTION FROM INCLEMENT WEATHER, THEFT, AND OTHER HAZARDS. GENERAL CONTRACTOR SHALL FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS FOR STORAGE OF MATERIAL. PARTIALLY COMPLETED WALLS SHALL BE COVERED TO PROTECT FROM WATER INTRUSION. DAMAGE RESULTING FROM WATER INTRUSION DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO MOLD, SHALL BE REMEDIED AT THE CONTRACTOR'S EXPENSE.
- GENERAL CONTRACTOR SHALL COORDINATE DEMOLITION OF EXISTING STRUCTURES EMPLOYING ENGINEERING EXPERTISE AND SHORING AS NEEDED.
- GENERAL CONTRACTOR SHALL COORDINATE ALL WORK TO MINIMIZE DISRUPTION OF ANY EXISTING FACILITIES OR BUILDING OPERATIONS. GENERAL CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT BUILDING OCCUPANTS, MATERIALS, AND EXISTING CONSTRUCTION FROM DAMAGE DUE TO THEIR OPERATIONS THROUGHOUT ALL PHASES OF CONSTRUCTION. CONTRACTOR SHALL REPLACE OR REPAIR, AT THEIR EXPENSE, ANY DAMAGED WORK TO THE SATISFACTION OF THE OWNER.
- CONTRACTOR SHALL REMOVE ALL TRASH & DEBRIS FROM THE JOBSITE ON A DAILY BASIS AND LEAVE THE WORK IN AN ORDERLY AND BROOM-CLEAN CONDITION.

PROJECT TEAM

OWNER
OWNER NAME
ADDRESS
CITY STATE ZIP
(XXX) XXX-XXXX
CONTACT NAME
e: empty@email.com

ARCHITECT
LDDBLUELINE
353 CYPRESS RUN, SUITE 360
HOUSTON TX 77094
t: (281) 497-1049

CONTRACTOR
CONTRACTOR NAME
ADDRESS
CITY STATE ZIP
t: (XXX) XXX-XXXX
CONTACT NAME
e: empty@email.com

STRUCTURAL ENGINEER
ENGINEER NAME
ADDRESS
CITY STATE ZIP
(XXX) XXX-XXXX
CONTACT NAME
e: empty@email.com

CIVIL ENGINEER
ENGINEER NAME
ADDRESS
CITY STATE ZIP
(XXX) XXX-XXXX
CONTACT NAME
e: empty@email.com

MEP ENGINEER
ENGINEER NAME
ADDRESS
CITY STATE ZIP
(XXX) XXX-XXXX
CONTACT NAME
e: empty@email.com

AVL ENGINEER
ENGINEER NAME
ADDRESS
CITY STATE ZIP
(XXX) XXX-XXXX
CONTACT NAME
e: empty@email.com

VICINITY MAP

PROJECT LOCATION

<MAP IMAGE>

BUILDING DATA

CHAPTER 3 - USE & OCCUPANCY	REQUIRED	PROVIDED	REFERENCE
OCCUPANCY CLASSIFICATION	-	S	IBC 311.1
CHAPTER 5 - HEIGHTS & AREAS			
ALLOWABLE BUILDING HEIGHT	X'	X'	IBC TABLE 504.3
ALLOWABLE BUILDING STORIES	X	X	IBC TABLE 504.4
ALLOWABLE AREA	X SF	X SF TOTAL	IBC TABLE 506.2
BASEMENT FLOOR AREA	-	X SF	-
LEVEL 1 FLOOR AREA	-	X SF	-
LEVEL 2 FLOOR AREA	-	X SF	-
LEVEL 3 FLOOR AREA	-	X SF	-
CHAPTER 6 - CONSTRUCTION TYPES			
CONSTRUCTION TYPE	-	TYPE XX	IBC TABLE 601
CHAPTER 9 - FIRE PROTECTION			
SPRINKLER	YES &/OR NO	NOT PROVIDED	IBC 903
FIRE ALARM	YES &/OR NO	NOT PROVIDED	IBC 907
CHAPTER 10 - EGRESS			
OCCUPANT LOAD	-	X OCCS TOTAL	IBC TABLE 1004.5
EXITS	X	X	IBC TABLE 1006.2.1
COMMON PATH OF TRAVEL	MAXIMUM X'	X'-X"	IBC TABLE 1006.2.1
EXIT TRAVEL DISTANCE	MAXIMUM X'	X'-X"	IBC TABLE 1017.2
CHAPTER 11 - ARCHITECTURAL BARRIERS			
BUILDING RISK CATEGORY	-	X	IBC TABLE 1604.5
CHAPTER 29 - PLUMBING			
WATER CLOSETS	X MEN, X WOMEN	X MEN, X WOMEN	IBC TABLE 2902.1
LAVATORIES	X MEN, X WOMEN	X MEN, X WOMEN	IBC TABLE 2902.1
DRINKING FOUNTAINS	X	X	IBC TABLE 2902.1
SERVICE SINKS	X	X	IBC TABLE 2902.1

DRAWING INDEX

		REV 1	REV 2	REV 3	REV 4	REV 5
1. GENERAL						
G-001	COVER					
2. CIVIL						
C-001	[CIVIL PLAC EHOLDER					
3. STRUCTURAL						
S-001	[STRUCTURAL PLAC EHOLDER					
5. ARCHITECTURAL						
A-001	[ARCHITECTURAL SITE PLAN					
A-101	[LEVEL 1 FLOOR PLAN					
A-102	[LEVEL 2 FLOOR PLAN					
A-111	[LEVEL 1 RCP					
A-112	[LEVEL 2 RCP					
A-130	[ROOF PLAN					
A-201	[EXTERIOR ELEVATIONS					
A-301	[BUILDING SECTIONS					
7. PLUMBING						
P-001	[PLUMBING PLAC EHOLDER					
8. MECHANICAL						
M-001	[MECHANICAL PLACEHOLDER					
9. ELECTRICAL						
E-001	[ELECTRICAL PLAC EHOLDER					

APPLICABLE CODES

2021 INTERNATIONAL BUILDING CODE (IBC)
2021 INTERNATIONAL FIRE CODE (IFC)
2021 INTERNATIONAL MECHANICAL CODE (IMC)
2021 INTERNATIONAL PLUMBING CODE (IPC)
2021 NFPA 101 LIFE SAFETY CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2020 NATIONAL ELECTRIC CODE (NEC)
2012 TEXAS ACCESSIBILITY STANDARDS (TAS)

SYMBOL LEGEND

DOOR TAG — LEVEL NAME — LEVEL
WINDOW TAG — CALLOUT
PARTITION TAG — CALLOUT
KEYNOTE — ELEVATION
GRID HEAD — ELEVATION
REVISION TAG — SECTION

WALLER COUNTY
MAINTENANCE GARAGE
100 Sheriff R Glenn Smith Dr Hempstead, TX 77445

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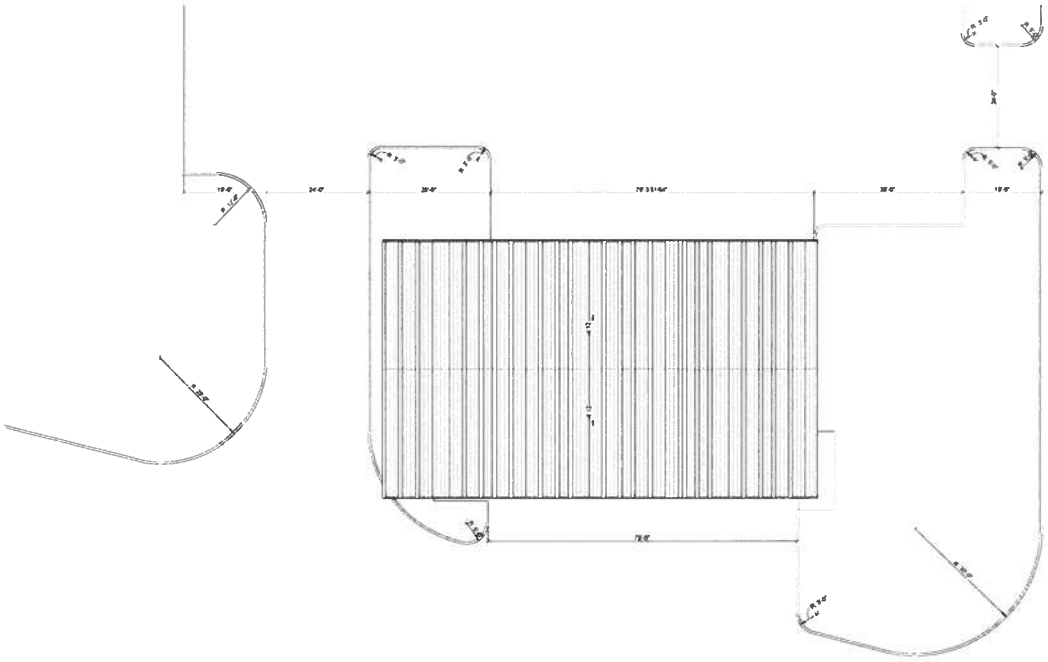
	02.21.25	

PROJECT NO XXXXXXX
DRAWN BY XXX QC XXX

COVER

G-001

EXHIBIT A



ARCHITECTURAL SITE PLAN
3/32" = 1'-0"

SITE KEYNOTES
(NOT ALL KEYNOTES APPEAR ON EVERY SHEET)

LEGEND
EDIT PER PROJECT

NEW CONCRETE PAVING

HATCHED AREA INDICATES CROSS SLOPE NOT TO EXCEED 2% IN EITHER DIRECTION

PROVIDE HYDROMULCH IN CONSTRUCTION CONTRACT LIMITS AND ALL AREAS DISTURBED DURING CONSTRUCTION

NEW 4" PVC SLEEVES FOR OWNER INSTALLED IRRIGATION SYSTEM

EJ EXPANSION JOINT

SITE PLAN GENERAL NOTES
EDIT PER PROJECT

- INFORMATION CONTAINED ON THE ARCHITECTURAL SITE DRAWING(S) HAS BEEN TAKEN FROM SURVEYS AND CIVIL DRAWINGS. THE INTENT OF THE ARCHITECTURAL SITE DRAWING(S) IS TO INDICATE THE OVERALL RELATIONSHIP OF THE BUILDINGS, PAVING & OTHER SITE FEATURES. NO GUARANTEE IS MADE TO THE ACCURACY OF THIS ARCHITECTURAL SITE DRAWING(S).
- ARCHITECTURAL FINISHED FLOOR ELEVATION (F.F.E) IS EQUAL TO FINISHED FLOOR ELEVATION (noted as) INDICATED ON CIVIL DRAWINGS. UPDATE
- DO NOT EXCEED 1:20 (5%) SLOPE ON PAVING & SIDEWALKS. DO NOT EXCEED 1:50 (2%) SLOPE ON LANDINGS AT DOORS & CROSS SLOPE ON SIDEWALKS & RAMPS. IF ELEVATIONS & DIMENSIONS INDICATED ON DRAWING(S) EXCEED THESE SLOPES, CONSULT ARCHITECT AND CIVIL ENGINEER
- VERIFY ALL INFORMATION SHOWN WITH CIVIL, MEP, AND OTHER DRAWINGS. IF DISCREPANCIES EXIST CONSULT WITH ARCHITECT AND ENGINEERS PRIOR TO CONSTRUCTION
- ALL APPROVALS SHALL BE OBTAINED FROM AUTHORITIES HAVING JURISDICTION ON THIS PROPERTY PRIOR TO CONSTRUCTION
- THE ARCHITECTURAL SITE DRAWING(S) SHOWS LOCATION OF SIDEWALKS. SEE CIVIL FOR CONSTRUCTION & PAVING DETAILS, JOINTS, ETC.
- SEE CIVIL DRAWINGS FOR PARKING REQUIREMENTS, & OTHER ITEMS NOT SHOWN ON ARCHITECTURAL THAT MAY BE REQUIRED FOR PERMITTING AND/OR CONSTRUCTION
- SIZE AND LOCATION OF MECHANICAL AND ELECTRICAL EQUIPMENT PADS AND TRENCHES ARE APPROXIMATE. VERIFY FINAL SIZE AND LOCATION WITH FINAL EQUIPMENT REQUIREMENTS

DUMPSTER NOTES
- DUMPSTER CONSTRUCTION TO COMPLY WITH INTERNATIONAL FIRE CODE 304.3.
- G.C. TO COORDINATE DUMPSTER ENCLOSURE SIZE W/ CIVIL. CONFIRM DUMPSTERS TO BE PROVIDED WILL FIT WITHIN DUMPSTER ENCLOSURE. EXTENTS CLEAR WIDTH OF DUMPSTER OPENING TO ENCLOSURE STRUCTURE TO BE DETERMINED BY THE G.C. WITH THE OWNER BASED ON THE TYPE OF WASTE REMOVAL SUPPLY (MUNICIPALITY OR PRIVATE AS DETERMINED BY OWNER)

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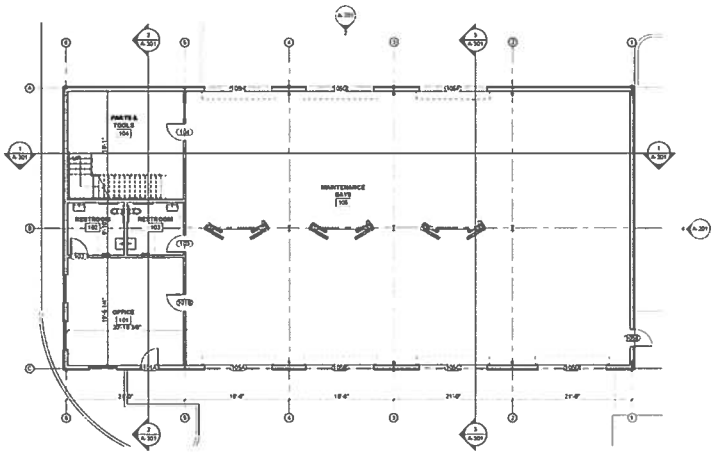
ARCHITECTURAL SITE PLAN

A-001

EXHIBIT A



1 LEVEL 1 FLOOR PLAN
1/8" = 1'-0"

PLAN KEYNOTES
(NOT ALL KEYNOTES APPEAR ON EVERY SHEET)

LEGEND
EDIT PER PROJECT
(101) DOOR TAG SEE SHEET A-601
(A) WINDOW TAG SEE SHEET A-601
(1) PARTITION TAG SEE SHEET A-603

FLOOR PLAN GENERAL NOTES
EDIT PER PROJECT

- VERIFY ALL INFORMATION WITH CIVIL, STRUCTURAL, MEP AND ALL OTHER CONSTRUCTION DOCUMENTS PRIOR TO START OF CONSTRUCTION. IF ANY DISCREPANCIES EXIST, CONTACT THE ARCHITECT, ENGINEER AND APPLICABLE CONSULTANTS
- STRUCTURAL COLUMNS ARE SHOWN FOR REFERENCE ONLY. REFER TO STRUCTURAL DRAWINGS FOR DIMENSIONS AND ADDITIONAL INFORMATION
- DIMENSIONS TO EXTERIOR WALLS ARE TO FACE OF SHEATHING U N O
- INTERIOR DIMENSIONS ARE TO FACE OF STUD AND TO CENTERLINE OF COLUMNS U N O
- REFER TO ENLARGED PLANS & DETAILS FOR ADDITIONAL INFORMATION AND DIMENSIONS
- ALL EXPOSED STEEL TO BE PAINTED U N O
- ASSEMBLY SEATING IS SHOWN FOR REFERENCE & QUANTITY PURPOSE ONLY
- PROVIDE BRICK CONTROL JOINT AT INSIDE CORNER 2 AND AS INDICATED ON DRAWINGS

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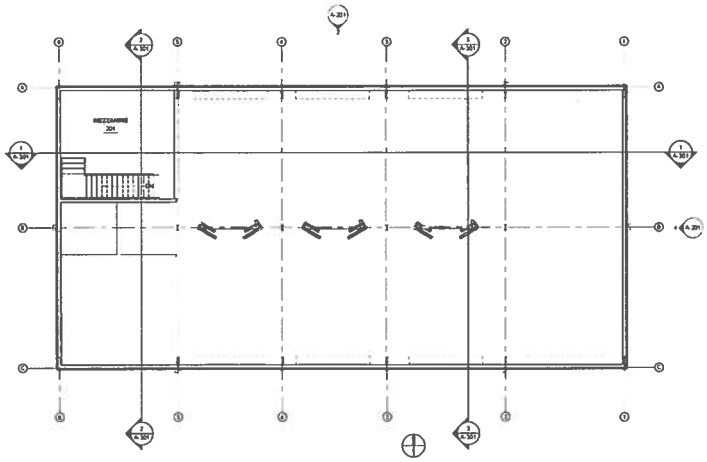
LEVEL 1 FLOOR PLAN
A-101

EXHIBIT A



LEVEL 2 FLOOR PLAN
1/8" = 1'-0"

PLAN KEYNOTES
(NOT ALL KEYNOTES APPEAR ON EVERY SHEET)

LEGEND
EDIT PER PROJECT

- DOOR TAG SEE SHEET A-601
- WINDOW TAG SEE SHEET A-601
- PARTITION TAG SEE SHEET A-003

FLOOR PLAN GENERAL NOTES
EDIT PER PROJECT

- VERIFY ALL INFORMATION WITH CIVIL, STRUCTURAL, MEP AND ALL OTHER CONSTRUCTION DOCUMENTS PRIOR TO START OF CONSTRUCTION. IF ANY DISCREPANCIES EXIST, CONSULT THE ARCHITECT, ENGINEER, AND APPLICABLE CONSULTANTS
- STRUCTURAL COLUMNS ARE SHOWN FOR REFERENCE ONLY. REFER TO STRUCTURAL DRAWINGS FOR DIMENSIONS AND ADDITIONAL INFORMATION
- DIMENSIONS TO EXTERIOR WALLS ARE TO FACE OF SHEATHING, U.N.O.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD AND TO CENTERLINE OF COLUMNS, U.N.O.
- REFER TO ENLARGED PLANS & DETAILS FOR ADDITIONAL INFORMATION AND DIMENSIONS
- ALL EXPOSED STEEL TO BE PAINTED U.N.O.
- ASSEMBLY SEATING IS SHOWN FOR REFERENCE & QUANTITY PURPOSE ONLY
- PROVIDE BRICK CONTROL JOINT AT INSIDE CORNERS AND AS INDICATED ON DRAWINGS

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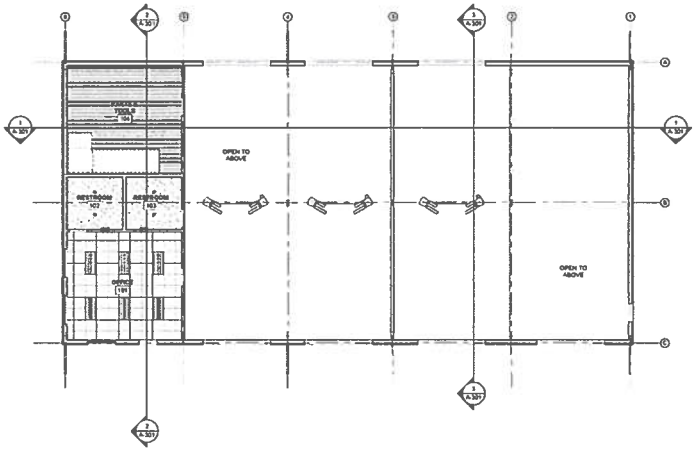
PROJECT NO XXXXXXX
DRAWN BY JULI QC AAA

LEVEL 2 FLOOR PLAN

A-102

EXHIBIT A



1 LEVEL 1 RCP
1/8" = 1'-0"

RCP KEYNOTES
(NOT ALL KEYNOTES APPEAR ON EVERY SHEET)

LEGEND
(NOT PER PROJECT)

- CEILING ELEVATION & MATERIAL
- EMERGENCY ILLUMINATED EXIT SIGNAGE
- EMERGENCY LIGHTING
- 2' X 2' LAY-IN LED FIXTURE
- 2' X 4' LAY-IN LED FIXTURE
- SUSPENDED LED FIXTURE
- LED COVE LIGHTING STRIP
- TRACK LIGHTS
- RECESSED LED DOWNLIGHT
- LED SURFACE MOUNTED CAN LIGHT FIXTURE
- SUSPENDED DIRECT LED
- WALL MOUNTED FIXTURE
- SPOT LIGHT
- EXHAUST FAN
- CEILING FAN
- SUPPLY AIR DIFFUSER
- RETURN AIR GRILLE
- 2' X 2' SUSPENDED ACOUSTICAL CEILING TILE & GRID
- PAINTED GYPSUM BOARD CEILING
- PAINTED EXPOSED CEILING
- GRAY HATCH INDICATES LIGHT FIXTURE w/ BATTERY BACK-UP
- HATCH INDICATES FIRE RATED STRUCTURE ABOVE CORRIDOR ACT CEILING UL P302 GYPSUM CEILING UL P509 FLOOR BEAM UL N708 FLOOR JOIST UL N730 UL P754 AT SECOND FLOOR

RCP GENERAL NOTES
(NOT PER PROJECT)

- REFLECTED CEILING PLAN INDICATES LAYOUT & ARRANGEMENT OF MOST MECHANICAL & ELECTRICAL DEVICES ON CEILINGS AS WELL AS OF BASIC CEILING MATERIALS
- SEE ELECTRICAL & MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION ON CEILING DEVICES & COMPONENTS WHICH MAY NOT BE SHOWN ON REFLECTED CEILING PLAN
- REVIEW LAYOUT & COORDINATE LOCATION OF ALL EQUIPMENT PRIOR TO STARTING WORK. REPORT ANY DISCREPANCIES TO ARCHITECT & ENGINEER
- ALL CEILING PENETRATION SUCH AS, BUT NOT LIMITED TO LIGHT FIXTURES, SPRINKLER HEADS & EXIT SIGNS SHALL BE CENTERED IN CEILING TILE
- PROVIDE EMERGENCY LIGHTING, STROBES, ALARMS, FIRE PULLS, AND SMOKE DETECTORS AS REQUIRED BY CODE
- ALL CEILINGS SHALL BE 9'-0" UNLESS NOTED OTHERWISE

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WALLER COUNTY
MAINTENACE GARAGE
100 Sherrill R Green Smith Dr, Hempstead, TX 77445

NOT FOR CONSTRUCTION

<SELECT COPYRIGHT>

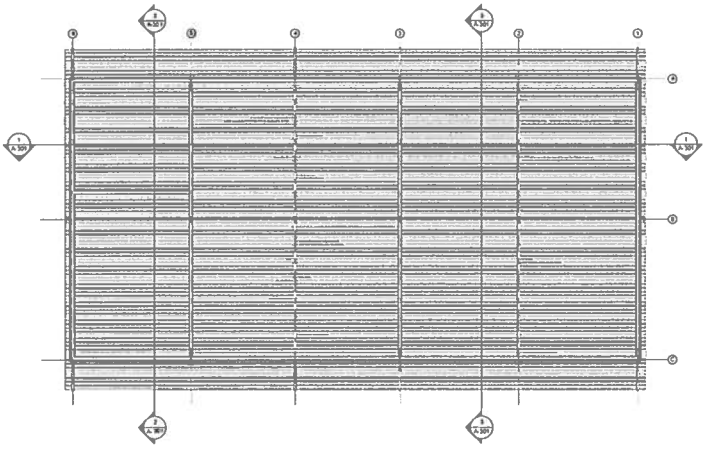
REV	DATE	ISSUED FOR
	07.21.25	PERMITTING SET

PROJECT NO: XXXXXXX
DRAWN BY: XXX CK: XXX

LEVEL 1 RCP

A-111

EXHIBIT A



1 LEVEL 2 RCP
1/8" = 1'-0"

RCP KEYNOTES
(NOT ALL KEYNOTES APPEAR ON EVERY SHEET)

LEGEND
EDIT PER PROJECT

- CEILING ELEVATION & MATERIAL
- EMERGENCY ILLUMINATED EXIT SIGNAGE
- EMERGENCY LIGHTING
- 2' X 2' LAY-IN LED FIXTURE
- 2' X 4' LAY-IN LED FIXTURE
- SUSPENDED LED FIXTURE
- LED COVE LIGHTING STRIP
- TRACK LIGHTS
- RECESSED LED DOWNLIGHT
- LED SURFACE MOUNTED CAN LIGHT FIXTURE
- SUSPENDED DIRECT LED
- WALL MOUNTED FIXTURE
- SPOTLIGHT
- EXHAUST FAN
- CEILING FAN
- SUPPLY AIR DIFFUSER
- RETURN AIR GRILLE
- 2' X 2' SUSPENDED ACOUSTICAL CEILING TILE & GRID
- PAINTED GYPSUM BOARD CEILING
- PAINTED EXPOSED CEILING
- GRAY HATCH INDICATES LIGHT FIXTURE w/ BATTERY BACK-UP
- HATCH INDICATES FIRE RATED STRUCTURE ABOVE CORRIDOR
  ACT CEILING UL P502
  GYPSUM CEILING UL P509
  FLOOR BEAM UL K708
  FLOOR JOIST UL K730
  UL P754 AT SECOND FLOOR

RCP GENERAL NOTES
EDIT PER PROJECT

- REFLECTED CEILING PLAN INDICATES LAYOUT & ARRANGEMENT OF MOST MECHANICAL & ELECTRICAL DEVICES ON CEILINGS AS WELL AS OF BASIC CEILING MATERIALS
- SEE ELECTRICAL & MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION ON CEILING DEVICES & COMPONENTS WHICH MAY NOT BE SHOWN ON REFLECTED CEILING PLAN
- REVIEW LAYOUT & COORDINATE LOCATION OF ALL EQUIPMENT PRIOR TO STARTING WORK. REPORT ANY DISCREPANCIES TO ARCHITECT & ENGINEER
- ALL CEILING PENETRATIONS SUCH AS BUT NOT LIMITED TO LIGHT FIXTURES, SPRINKLER HEADS & EXIT SIGNS SHALL BE CENTERED IN CEILING TILE
- PROVIDE EMERGENCY LIGHTING, STROBES, ALARMS, FIRE PULLS AND SMOKE DETECTORS AS REQUIRED BY CODE
- ALL CEILINGS SHALL BE 9'-0" UNLESS NOTED OTHERWISE

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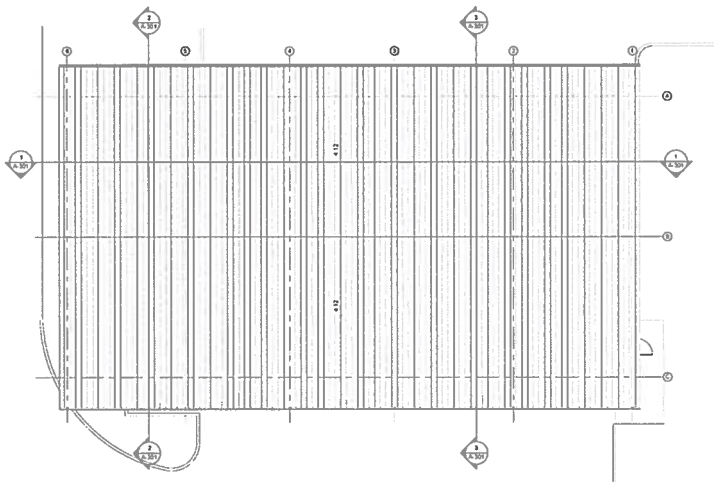
ITEM	DATE	ISSUED FOR
	01.21.26	PERMITTING SET

PROJECT NO XXXXXXX
DRAWN BY XXX CK XXX

LEVEL 2 RCP

A-112

EXHIBIT A



1 ROOF PLAN
1/8" = 1'-0"

ROOF KEYNOTES
(NOT ALL KEYNOTES APPEAR ON EVERY SHEET)

LEGEND
EDIT PER PROJECT

- ROOF SLOPE ARROW
- RD — ROOF DRAIN
- OD — OVERFLOW ROOF DRAIN
- HATCH INDICATES EXTENTS OF ICE & WATER SHIELD
- HATCH INDICATES TAPERED INSULATION CRICKET

ROOF PLAN GENERAL NOTES
EDIT PER PROJECT

- VERIFY LOCATIONS OF ALL ROOF PENETRATIONS WITH STRUCTURAL, MECHANICAL, AND PLUMBING DRAWINGS
- PROVIDE CRICKETS TO DIVERT WATER FROM ANY ROOFTOP EQUIPMENT
- ALL ROOFS SHALL HAVE A MINIMUM SLOPE OF 1/4" PER FOOT. ALL CRICKETS SHALL HAVE A MINIMUM SLOPE OF 1/2" PER FOOT
- PROVIDE PRE-FINISHED METAL GUTTERS & DOWNSPOUTS IN SIZES AND PROFILES INDICATED
- COORDINATE DOWNSPOUT DRAINAGE, PER LOCATIONS INDICATED WITH CIVIL DRAWINGS
- ALL WOOD BLOCKING TO BE FIRE RETARDANT TREATED

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REV#	DATE	ISSUES FOR
	03.21.25	PERMIT SET

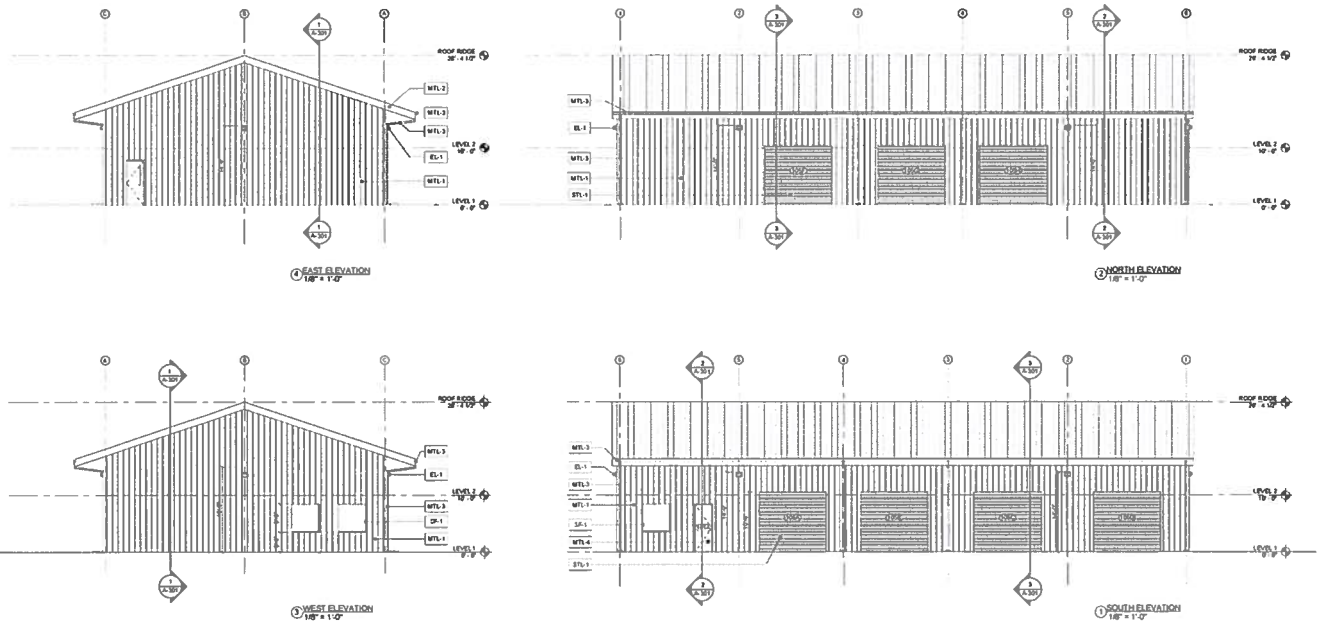
PROJECT NO XXXXXXX
DRAWN BY XXX QC XXX

ROOF PLAN
A-130

EXHIBIT A

EXTERIOR FINISH SCHEDULE

MARK	DESCRIPTION	BASIS OF DESIGN	COMMENTS
EL-1	EXTERIOR LIGHT FIXTURE		
MTL-1	PRE-FINISHED METAL FLASHING		
MTL-2	PRE-FINISHED STANDING SEAM METAL ROOF		
MTL-3	PRE-FINISHED METAL PANEL, PAINTED		
MTL-4	STEEL - PAINTED		
SF-1	PRE-FINISHED ALUMINUM STOREFRONT SYSTEM		
STL-1	36 GAUGE EXTERIOR STEEL, PAINTED		



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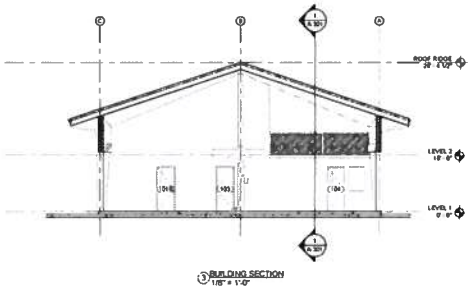
REV#	DATE	ISSUED FOR
	02.21.25	PF SUBMITTAL

PROJECT NO XXXXXXXX
DRAWN BY XXX CK XXX

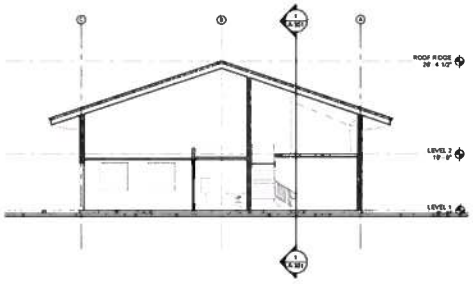
EXTERIOR ELEVATIONS

A-201

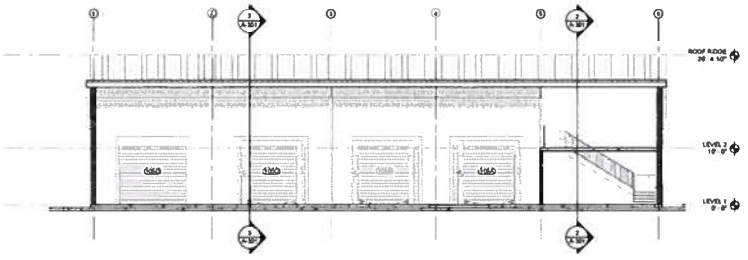
EXHIBIT A



3 BUILDING SECTION
1/8" = 1'-0"



2 BUILDING SECTION
1/8" = 1'-0"



1 BUILDING SECTION
1/8" = 1'-0"

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ITEM	DATE	ISSUED FOR
03	29.25	PROGRESS SET

PROJECT NO XXXXXXX
DRAWN BY XXX CK XXX

BUILDING SECTIONS
A-301

Exhibit B

LDDBLueline 2024 Rate Schedule - General Contracts	
AIA Role / Title	Hourly Rate
Accountant	$140
Architect Level III	$170
Architectural Staff Level I (non-licensed)	$110
Architectural Staff Level II (non-licensed)	$130
Architectural Staff Level III (non-licensed)	$150
Business Development Manager	$220
Chief Operating Officer (COO)	$300
Design Technology Specialist II	$140
Entry-Level Interior Design Associate	$100
Interior Designer Level I	$110
Interior Designer Level II	$130
Interior Designer Level III	$150
Managing Principal	$290
Marketing Coordinator	$110
Marketing Manager	$160
Recent College Graduate (non-licensed)	$100
Senior Architect	$190
Senior Project Designer	$210
Senior Project Manager	$210

Additions and Deletions Report for

AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:23:00 ET on 03/03/2025.

PAGE 1

AGREEMENT made as of the ~~day of in the year~~ last date of signing.

...

Waller County
425 FM 1488
Hempstead, TX 77445

...

LDDBlueline, LLC
333 Cypress Run, Suite 350
Houston, Texas 77094

...

Scope of Work:

The project involves the design and construction of a 5,000 square foot pre-engineered metal building (PEMB) to function as a vehicle maintenance garage for Waller County. This facility will feature metal siding and an insulated metal roof, both provided by the PEMB manufacturer.

The garage will be equipped with four (4) overhead coiling doors, allowing access to two (2) dedicated maintenance bays designed for the servicing of county vehicles and equipment. Additionally, a 200 square foot parts and tools room will be integrated within the structure to facilitate organized storage and streamlined maintenance operations.

Beyond the primary garage space, the building will include air-conditioned interior areas, consisting of a 200 square foot administrative office and two (2) single-occupant restrooms.

Site enhancements will include paved access drives to ensure entry and exit for service vehicles, along with the necessary site infrastructure to support the facility's operations. As confirmed by Waller County, existing utility connections have already been extended to the site.

PAGE 2

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") Scope of work includes 5,000 square foot pre-engineered metal building (PEMB) to function as a vehicle maintenance garage for Waller County with four (4) maintenance bays, parts area and an air-conditioned office area and two(2) single occupancy restrooms. This facility will feature metal siding and an insulated metal roof, both provided by the PEMB manufacturer. Site work is limited to connecting to existing utilities and concrete aprons and parking.

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...

Programming completed, included in Exhibit A (Basis of Design).

...

Estimated to be approximately one million dollars ($1,000,000.00), subject to adjustments through the Phases of the Project.

PAGE 3

To be determined by mutually written agreement of the Parties at a later date.

...

To be determined by mutually written agreement of the Parties at a later date.

...

To be determined by mutually written agreement of the Parties at a later date.

...

To be determined by mutually written agreement of the Parties at a later date.

...

To be determined.

...

None.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Danny Rothe
Waller County
425 FM 1488
Hempstead, TX 77445

...

To be determined.

...

To be determined at a later date.

...

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~~.2 Civil Engineer:~~

PAGE 4

(List any other consultants and contractors retained by the Owner.)

Materials Testing – by Owner
Site environmental, wetlands and antiquities survey – if required
Platting Services – if required
Traffic Engineering – if required

...

Jack Duran
LDDBlueline, LLC
333 Cypress Run, Suite 350
Houston, Texas 77094

...

To be determined.

...

To be determined.

...

.3 Electrical Engineer:

To be determined.

.4 Plumbing Engineer:

To be determined.

.5 Civil Engineer:

To be determined.

PAGE 5

N/A

...

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. ~~The Owner shall adjust~~

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~~the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~Unless the Owner authorizes an increase in the Project budget, the Architect shall redesign in order to lower costs, and come within Owner's budget.

...

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement, or shall~~ Agreement. With Owner's prior written consent, Architect may cause such services to be performed by other appropriately licensed design professionals.

...

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section ~~11.9.~~11.5.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~($~~one million dollars ($1,000,000.00) for each occurrence and ~~($~~two million dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~($~~one million dollars ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than ~~($) each accident, ($) each employee, and ($~~one million dollars ($1,000,000.00) each accident, one million dollars ($1,000,000.00) each employee, and one million dollars ($1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~($~~two million dollars ($2,000,000.00) per claim and ~~($~~four million dollars ($4,000,000.00) in the aggregate.

...

§ 2.5.8 ~~The Architect shall provide certificates of insurance~~ Before beginning work, the Architect shall provide copies of the insurance policies and endorsements to the Owner that evidence compliance with the requirements in this Section 2.5.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, ~~and electrical~~ electrical, plumbing, and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion ~~of the Work as set forth in the Initial Information.~~ and Final Completion of the Work. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having

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jurisdiction over the Project. ~~Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's~~ With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

...

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and comply with applicable design requirements imposed by those authorities and entities.
PAGE 7

§ 3.2.1 ~~The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~Schematic Design is in general conformance with Exhibit A (Basis of Design), which has been reviewed and approved by the Owner.

~~**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

~~**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. The Architect stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications, and other Construction Documents and has no duty to notify Architect of same. By entering into the Contract Documents, or any agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications, or other Construction Documents.

§ 3.2.5 Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

...

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.
PAGE 8

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's written approval.

...

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§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract ~~Documents.~~Documents and shall be compliant with applicable laws.

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service,~~ shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
PAGE 9

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service,~~ shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this ~~Agreement.~~Agreement in writing.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the ~~Architect's~~ Architect's, its agents, employees, or representatives' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall visit the construction site at critical points of construction such as those affecting structural integrity. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the Architect rejects Work under this paragraph, the Architect shall provide written notice to the Owner within three (3) business days. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by ~~both Owner and~~ Contractor, ~~shall not~~

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~~show partiality to either,~~ and shall not be liable for results of interpretations or decisions rendered in good faith. The ~~Architect's~~ Owner's decisions on matters relating to aesthetic effect shall be ~~final if consistent with the intent expressed in the Contract Documents.~~final.

PAGE 10

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, ~~that, to the best of the Architect's knowledge, information and belief,~~ that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed in writing by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. However, the Architect shall verify the representations made and documents submitted by the Contractor as to the progress of the Work.

§ 3.6.3.3 The ~~Architect shall maintain a record of the Applications and Certificates for Payment.~~Owner shall have the authority to withhold payment from the Contractor or Architect if there is a dispute regarding the amount of money owed to the Contractor or Architect. The Owner may withhold liquidated damages from payment applications throughout the construction process.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

PAGE 11

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents.

...

.4 issue a final Certificate for Payment based upon a final inspection indicating ~~that, to the best of the Architect's knowledge, information, and belief,~~ that the Work complies with the requirements of the Contract Documents.

...

§ 3.6.6.3 When ~~Substantial~~ Final Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

...

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of ~~Substantial~~ Final Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

...

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§ 4.1.1 The services listed below ~~are not included in Basic Services but~~ may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1 Programming	N/A/ Owner Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Owner
§ 4.1.1.6 Building Information Model management responsibilities	Architect (included in Basic Services)
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect (included in Basic Services)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect (Article 12, paragraph 12.2)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Contractor
§ 4.1.1.13 On-site project representation	Architect (included in Basic Services, Article 3, paragraph 3.6.2.1)
§ 4.1.1.14 Conformed documents for construction	Contractor
§ 4.1.1.15 As-designed record drawings	Contractor
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect will meet with Owner's consultants and vendors to obtain information for inclusion in Architect's Contract Documents (included in Basic Services)
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect (for an additional fee)
§ 4.1.1.30 Other Supplemental Services	Architect (for an additional fee)

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~~§ 4.1.2 Description of Supplemental Services~~

~~§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.~~

~~*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*~~

~~§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.~~

~~*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

PAGE 12

§ 4.2.1 ~~Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:~~

- ~~.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;~~
- ~~.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~
- ~~.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~
- ~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
- ~~.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~

~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~Telecommunications/data and Security (re: 4.1.20 and 4.1.21): Architect will take information provided by Owner's vendors and design necessary components in the normal architectural work.

§ 4.2.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness,~~ Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing within five (5) business days and explain the facts and circumstances giving rise to the need. ~~If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

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.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom..10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing within five (5) business days and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Architect shall not proceed unless it has written authorization from the Owner or its representative.

.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the ContractorReviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 ( ) visits to the site by the Architect during construction

.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract DocumentsResponding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 ( ) inspections for any portion of the Work to determine final completion.Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.4 ~~Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner in writing:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Every two (2) weeks visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.5 ~~If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Final Completion of the Work or (2) the initial date of Final Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.6 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a ~~written~~ program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall ~~establish~~ estimate the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner ~~shall~~ may update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. Architect recognizes and understands that Owner is a governmental entity subject to unique budgetary constraints. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner ~~shall~~ will endeavor to render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. However, Architect recognizes that Owner is a governmental entity, and decisions are made through its governing body at regularly scheduled meetings.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Other than the metes and bounds noted in the survey, if any, Owner does not guaranty the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence of absence of easements. The Owner will provide an updated signed and sealed topographic survey which accurately locates

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existing development including but not limited to structures and site improvements including pavement and existing underground utilities for connection and tie-ins to support the new vehicle maintenance garage.

...

§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.~~Intentionally deleted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's written request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services in writing and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

PAGE 15

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and ~~interests.~~interests, with the exception of the insurance required to be provided by Architect or Contractor.

...

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work ~~also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work~~ does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...

§ 6.2.1 Where the Architect's compensation is based on a percentage of the Cost of the Work, such compensation is subject to modification per paragraph 11.6 as the Cost of the Work is adjusted.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the ~~Owner's~~ Owner may adjust its budget for the Cost of the Work ~~shall be adjusted~~ to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the ~~Work, and the Owner shall cooperate with the Architect in making such adjustments.~~Work. Any adjustment to the budget is at Owner's sole discretion.

PAGE 16

.1 ~~give written approval of~~ consider approving an increase in the budget for the Cost of the Work;

...

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the ~~Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise~~ Work, the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instructions of Services or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Copyrighted materials shall be clearly marked.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. However, Architect recognizes and understands that Owner is a governmental body subject to the requirements of the Texas Government Code, Chapter 552, the Public Information Act.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, ~~altering~~ altering, repairing, remodeling, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~Intentionally deleted.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants, unless the liability arises from a design defect attributable to Architect or Architect's consultants.
PAGE 17

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by ~~mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in ~~the place where the Project is located,~~ Waller County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

[X] Litigation in a court of competent jurisdiction

...

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to terminate this Agreement, the license granted in Article 7 shall survive termination. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules ~~shall be equitably adjusted.~~may be equitably adjusted if mutually agreed to in writing.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules ~~shall be equitably adjusted.~~may be equitably adjusted if mutually agreed to in writing.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written ~~notice.~~notice, but may not terminate the license granted in Article 7. In the event of suspension, Owner shall have no liability to the Architect for delay or damage caused by the suspension.

PAGE 18

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to ~~termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~written notice of termination, and Reimbursable Expenses already incurred.

...

Zero ($0.00).

...

Five thousand dollars ($5,000.00).

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of ~~Substantial~~ Final Completion.

...

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located,~~ State of Texas, excluding that jurisdiction's choice of law ~~rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~rules, and venue shall lie in the district courts of Waller County, Texas.

§ 10.2 ~~Terms~~ Except where defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 ~~The Owner and Architect, respectively, bind themselves, their~~ Architect binds itself, its agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement

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without the written consent of the ~~other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~other.
PAGE 19

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site.~~site, unless an injury occurs as the result of the Architect's direction concerning the substance.

...

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," to the extent allowed by law, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except ~~as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. All confidential materials shall be clearly marked as such. Architect recognizes that Owner is a governmental entity subject to Texas Government Code, Chapter 552, the Public Information Act. The final decision as to what information must be disclosed pursuant to the Public Information Act lies with the Texas Attorney General. Owner shall have the right to rely on the advice, decisions, and opinions of the Texas Attorney General, and shall have no liability or obligation to Architect or Contractor for disclosure to the public in reliance on any advice, decision, or opinion of the Texas Attorney General.
PAGE 20

Forty-seven thousand five hundred dollars ($47,500.00).

...

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~Intentionally left blank.

...

Intentionally left blank.

...

As agreed upon when the need is identified.

...

As agreed upon when the need is identified.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (~~%),~~ 10%), or as follows:

...

~~Schematic~~ Programming/Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)

...

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§ 11.6 When compensation ~~identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed for any reason including a reduction in the budget which is indicated in paragraph 1.1 or approved at the conclusion of any Phase, compensation for those portions of the Project shall be payable to the extent services are actually performed on those portions in accordance with the Agreement, and in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation based on the percentages identified in §11.5 upon completion of the applicable phase. Compensation shall be in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. In no event will the Architect receive payment for services not performed.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. In no event will the Architect receive payment for services not performed.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~
PAGE 21

See Exhibit B.

...

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
~~.9 All taxes levied on professional services and on reimbursable expenses;~~
~~.10 Site office expenses;~~
~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;~~ and,
.12 Other similar Project-related ~~expenditures.~~expenditures when first submitted in writing to and approved by Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.8.3 Charges for Reimbursable Expenses, including the ten percent (10%) mark-up for administrative costs, shall not be charged unless approved by the Owner in writing prior to the cost being incurred.

§ 11.8.4 Travel expenses shall be reimbursed in accordance with the "Waller County Policy on Travel."

§ 11.9 Architect's Insurance. ~~If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~
Intentionally left blank.

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...

§ 11.10.1.1 An initial payment of ~~($—~~zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due ~~and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date~~ after receipt by the Waller County Auditor, and Owner's acceptance of work performed by Architect. Any invoice which cannot be verified by the contract price or is otherwise incorrect shall be returned to Architect for correction. Owner's obligation to pay Architect is subject to the laws of the State of Texas, which prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Amounts unpaid sixty (60) days after the payment is due shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
PAGE 22

~~% 4~~ % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, ~~unless the Architect agrees or~~ except in accordance with the terms of this Agreement or unless the Architect has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner ~~at mutually convenient times.~~upon request.

...

12.1 Civil engineering services shall be included in the Architect's services and are included in the Percentage Basis fee.

12.2 As part of Basic Services, the Architect shall include selection and specification of interior finish materials and colors, for built-in items only.

12.3 The Owner's responsibilities include paying for surveys, soils testing, construction testing, utility commitments, permits and permit runners, assessments, and so forth. The Owner also provides information pertaining to Owner-provided equipment.

12.4 The Architect does not include any environmental assessments related to wetlands or any other issues, and does not include any services related to any actual or potential hazardous or toxic materials of any kind including asbestos, PCB's, mold, etc. Should the Owner suspect that any such issues affect the site, the Owner shall engage consultants appropriately and advise the Architect if the Architect's services could be affected.

...

~~.2 Building Information Modeling Exhibit, if completed:~~
N/A

...

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[X] Other Exhibits incorporated into this Agreement:

...

Exhibit A: Schematic Design (Basis of Design)
Exhibit B: Schedule of Hourly Rates

.4 ~~Other documents:~~

~~*(List other documents, if any, forming part of the Agreement.)*~~The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. They may be reached at:

Texas Board of Architectural Examiners
P.O. Box 13179
Austin, Texas 78711-3179
512-305-9000

PAGE 23

LDDBlueline, LLC

...

Jack Dura, AIA Vice President

...

ARCHITECT *(Signature)*

Randall S. Seitz, AIA President

(Printed name, title, and license number, if required)

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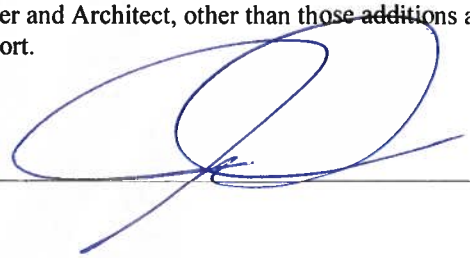
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:23:00 ET on 03/03/2025 under Order No. 4104243138 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VICE PRESIDENT

(Title)

(Dated)

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WALLER COUNTY APPRAISAL DISTRICT

PHYSICAL ADDRESS:
900 13th STREET
HEMPSTEAD, TEXAS 77445
(979) 921-0060

Mailing Address:
P. O. Box 887
HEMPSTEAD, TEXAS 77445
(979) 921-0377 FAX

February 17, 2025

Waller County Judge
% Trey Duhon
425 FM 1488 #106
Hempstead, Texas 77445

This letter is to inform you that district receive a resignation letter from Mr. Royce Rape, who is currently one of the board of directors for the Waller County Appraisal District.

Texas Property Tax Code, Section 6.03 (l) states " If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by the section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy , and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy."

The District is notifying you of your entitlement to nominate someone to be appointed to the Waller County Appraisal District Board of Directors. The person should meet the following requirements:

Eligibility Requirements

An individual must satisfy certain residency, employment, and conflict-of- interest requirements to be eligible to serve on the board of directors.

Residency

The candidate must be a resident of Waller County Appraisal District and must have resided in the district for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same of those of Waller County.

Employment

An employee of a taxing unit served by the appraisal district may not serve, with one exception. An employee may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee would be eligible to serve on the appraisal district's board of directors. Elected officials or members of governing bodies who are not employed by taxing units are also eligible to serve on the board.

Conflict-of-interest

A candidate may not serve if the candidate is related to a person who is in the business of appraising property or represents property owners for a fee in proceedings in the appraisal district. Relatives barred are those within the second degree by consanguinity (blood) or affinity (marriage). These persons include spouse, children; brothers and sisters; parents; grandparents and grandchildren. The spouse's relatives in the same degree are included.

A candidate who contracts with the appraisal district for any purpose, or who contracts with a taxing unit served by the district for a property tax related purpose, may not serve. The same rule applies to candidates who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). A candidate has a substantial interest if the candidate or the candidate's spouse has combined ownership of at least (10%) of the voting stock or shares of the business. A candidate also has a substantial interest if the candidate or the candidate's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

The appraisal district may not employ any person who is related to an appraisal district director within the second degree by affinity of the third degree by consanguinity. The provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes

Texas law makes a person ineligible to serve as an appraisal district director if he or she has delinquent property taxes owing to any taxing unit 60 days after the person knew or should have known of the delinquency.

Nomination

Each entity has the right to nominate a candidate for the position. To nominate, the governing body must adopt a resolution nominating the candidate by formal action. The presiding officer of the governing body must submit the nominee's name to the chief appraiser of the

Waller County Appraisal District no later than **April 3, 2025.** The officer must provide a certified copy of the resolution and may include a cover letter naming the nominee.

On April 9th the chief appraiser will prepare a listing of all the nominees received in alphabetical order. The chief appraiser will deliver a copy of the nominees at its regularly scheduled board meeting on April 9, 2025. The Waller County Board of Directors will elect by majority vote of its members one of the nominees to fill the vacancy.

Thank you for your cooperation. I look forward to your response. Please do not hesitate to call me if you have any questions or need further assistance at (979) 921-8412, or by email at beckyg@waller-cad.org.

Best Regards,

Becky Gurrola
Chief Appraiser

THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6722
Date: 03-03-2025

Waller County

Matter Name:Sunset Grove Development Agreement

Services

Date	Staff	Description	Hours	Rate	Amount
02-27-25	JGR	Receipt and review of emails on DA, check on same.	0.30	400.00	$120.00

Services Subtotal: $120.00

Subtotal	$120.00
Total	$120.00
Payment	$0.00
Balance Due	$120.00

Detailed Statement Account Summary

Previous Balance:	$840.00
New Charges:	$120.00
Payments Applied:	$0.00
Total Amount Outstanding:	**$960.00**

Timekeeper Summary

Name	Initials	Hours	Rate	Total
J. Grady Randle	JGR	0.30	400.00	$120.00

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Firm Tax ID 20-3850938

THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6721
Date: 03-03-2025

Waller County

Matter Name:Sagebrush Development Agreement

Services

Date	Staff	Description	Hours	Rate	Amount
02-20-25	JGR	Receipt and review of various emails on developer revenue problems.	0.40	400.00	$160.00

Services Subtotal: $160.00

Subtotal	$160.00
Total	$160.00
Payment	$0.00
Balance Due	$160.00

Detailed Statement Account Summary

Previous Balance:	$320.00
New Charges:	$160.00
Payments Applied:	$0.00
Total Amount Outstanding:	**$480.00**

Timekeeper Summary

Name	Initials	Hours	Rate	Total
J. Grady Randle	JGR	0.40	400.00	$160.00

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Firm Tax ID 20-3850938

THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6720
Date: 03-03-2025

Waller County

Matter Name: Jasek Farms Development Agreement

Services

Date	Staff	Description	Hours	Rate	Amount
02-25-25	AT	Reviewed Development Agreement with guidance from HNC.	1.00	400.00	$400.00
02-25-25	JGR	Telephone conference with Robert. Begin review.	0.30	400.00	$120.00
02-26-25	AT	Drafting and revisions to Development Agreement.	3.20	400.00	$1,280.00
02-26-25	HC	Reviewed development agreement and exhibits.	1.10	400.00	$440.00
02-26-25	JGR	Receipt and review of DA.	0.30	400.00	$120.00
02-27-25	JGR	Receipt and quick review of latest DA.	0.30	400.00	$120.00

Services Subtotal: $2,480.00

Expenses

02-28-25	SS	SOS Entity Search	1.00	2.00	$2.00

Expenses Subtotal: $2.00

Subtotal	$2,482.00
Total	$2,482.00
Payment	$0.00
Balance Due	$2,482.00

Detailed Statement Account Summary

Previous Balance:	$2,960.00
New Charges:	$2,482.00
Payments Applied:	$0.00
Total Amount Outstanding:	**$5,442.00**

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Alexandra Tolbert	AT	4.20	400.00	$1,680.00
Heather Cook	HC	1.10	400.00	$440.00
J. Grady Randle	JGR	0.90	400.00	$360.00

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INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6717
Date: 03-03-2025

Waller County

Matter Name:Houston Airport System Park

Services

Date	Staff	Description	Hours	Rate	Amount
02-06-25	HC	Attended meeting with HAS representatives and Robert Pechukas to discuss status of Bahr Woods Preserve.	0.50	400.00	$200.00

Services Subtotal: $200.00

Subtotal	$200.00
Total	$200.00
Payment	$0.00
Balance Due	$200.00

Detailed Statement Account Summary

Previous Balance:	$240.00
New Charges:	$200.00
Payments Applied:	$0.00
Total Amount Outstanding:	**$440.00**

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Heather Cook	HC	0.50	400.00	$200.00

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THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6716
Date: 03-03-2025

Waller County

Matter Name:General

Services

Date	Staff	Description	Hours	Rate	Amount
02-05-25	BM	Work on election issues for County assistance districts.	1.80	400.00	$720.00
02-06-25	MKY	Listen to meeting discussion of county assistance districts and report to BM.	0.30	175.00	$52.50
02-07-25	JGR	Receipt and review of emails re Houston airport.	0.30	400.00	$120.00
02-10-25	BM	Correspondence regarding election for County Assistance Districts.	0.40	400.00	$160.00
02-10-25	JGR	Work on Cameron Park issue.	0.30	400.00	$120.00
02-11-25	JGR	Receipt and review of email on DA for Cameron Prairie.	0.30	400.00	$120.00
02-25-25	JGR	Receipt and review of Cane Island DA.	0.20	400.00	$80.00

Services Subtotal: $1,372.50

Subtotal	$1,372.50
Total	$1,372.50
Payment	$0.00
Balance Due	$1,372.50

Detailed Statement Account Summary

Previous Balance:	$7,365.06
New Charges:	$1,372.50
Payments Applied:	$0.00
Total Amount Outstanding:	**$8,737.56**

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Brandon Morris	BM	2.20	400.00	$880.00
J. Grady Randle	JGR	1.10	400.00	$440.00
Mary Kate Yniguez	MKY	0.30	175.00	$52.50

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

PURCHASE AND SALE AGREEMENT

between

WALLER COUNTY

and

JACOB FLORES

dated as of

03/19/2025

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the 19th day of March, 2025 (the "**Effective Date**"), is entered into between Waller County, a political subdivision of the State of Texas ("**Seller**") and Jacob Flores, an individual ("**Purchaser**").

RECITALS

WHEREAS, Seller is the owner of the "**Property**," a certain unused public RIGHT OF WAY (as hereinafter defined); and

WHEREAS, Purchaser is the owner of the land abutting, and adjoining the public Right of Way; and

WHEREAS, Seller publicly declared in Commissioners Court their intent to abandon and sell the unused public Right of way Property to Purchaser, and thus release said encumbrance upon the land.

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

WHEREAS, the abandonment and sale of public Right of Way Property to an individual necessarily erases the public nature of the Right of Way.

WHEREAS, a quit claim deed effects the intent of the sale by releasing the Right of Way encumbrance upon the land.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this ARTICLE I:

"**Agreement**" has the meaning set forth in the preamble.

"**Broker**" has the meaning set forth in Section 11.01.

"**Closing**" has the meaning set forth in Section 4.01(a).

"**Closing Date**" has the meaning set forth in Section 4.01(a).

"**Land**" has the meaning set forth in Section 2.01(a).

"**Permitted Exceptions**" has the meaning set forth in Section 5.02.

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser Default**" has the meaning set forth in Section 8.01(a).

"**Purchaser-Related Party**" shall mean collectively any Purchaser agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee, or other person or entity acting on Purchaser's behalf or otherwise related to or affiliated with Purchaser.

"**Seller**" has the meaning set forth in the preamble.

"**Seller-Related Party**" shall mean collectively any Seller agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee, or other person or entity acting on Seller's behalf or otherwise related to or affiliated with Seller.

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell, release, and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All that certain and public RIGHT OF WAY located on the .207 acre parcel of land located at the south line and near the terminus of Willow Brook Drive, approximately one-third mile east of Penick Road and being a R.O.W. Reserve for the future extension of Springer Drive, Waller County, Texas, as more particularly bounded and described as Block 2 of Willowbrook subdivision, section one, a subdivision in Waller County, Texas, located on a certain 36.18 acre tract in the R. Harvey Survey A-141, according to the plat recorded in Volume 347, p. 280 of the Deed Records of Waller County, Texas

(b) Purchaser and Seller explicitly acknowledge that Seller's conveyance of title to the public RIGHT OF WAY encumbering the **Property** necessarily and effectively removes the public nature of the RIGHT OF WAY, and releases said encumbrance upon the land.

(c) Purchaser and Seller explicitly acknowledge that Seller conveys and releases only that public RIGHT OF WAY which it owns and encumbers on the Property. No other property right, including but not limited to other easements, encumbrances, or rights that may or may not be extant at the time of this Agreement, are sold, released, intended to be released, or conveyed.

Section 2.02 AS-IS.

(a) Subject to Section 5.03 of this Agreement, Purchaser acknowledges that Purchaser has made thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price. Purchaser has undertaken

all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or nonexistence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the property, and based upon same, Purchaser is and shall be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(c) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and upon the Closing, Purchaser forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the condition of the Property.

(d) The provisions of this Section 2.02 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

ARTICLE III
PURCHASE PRICE AND TOTAL DUE AT CLOSING

Section 3.01 Purchase Price. The purchase price to be paid by Purchaser to Seller for the release of the Property itself is ONE THOUSAND and 00/100 Dollars ($1,000.00) (the "**Purchase Price**").

Section 3.02 Appraisal Fee. Pursuant to Local Government Code 263.002, Purchaser must also pay the appraisal fee of TWO THOUSAND FOUR HUNDRED AND 00/100 Dollars ($2,400.00) associated with this sale (the "**Appraisal fee**").

Section 3.03 Total due at closing. Purchaser shall pay Seller the sum of the **Purchase Price** plus the **Appraisal Fee** at **THREE THOUSAND FOUR HUNDRED and 00/100 Dollars ($3,400.00)** at closing, subject to any miscellaneous adjustments payable by Purchaser.

Section 3.04 No Financing. Purchaser expressly agrees and acknowledges that Purchaser's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon Purchaser's ability to obtain financing of any type or nature whatsoever (that is, whether by way of debt financing, equity investment, or otherwise).

ARTICLE IV
CLOSING

Section 4.01 Closing Date.

(a) The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place at 0900 a.m. Central Time on 03/19/2025 or on such later date and time as provided under Section 4.01(b) of this Agreement (the "**Closing Date**") at the Waller County Commissioner's Court; provided, however, that: (i) prior notice is given by Purchaser to Seller not less than two (2) days prior to the Closing Date.

(b) Pursuant to Section 5.04(a) of this Agreement, Seller shall have the right to adjourn the Closing Date.

Section 4.02 Seller's Closing Deliverables. At the Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

(a) A quit claim deed, executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to release encumbrance to the Property as required by this Agreement. The delivery of the deed by Seller, and the acceptance by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed pursuant to this Agreement, except those obligations of Seller that are expressly stated in this Agreement to survive the Closing.

(b) All other documents reasonably necessary or otherwise required.

Section 4.03 Purchaser's Closing Deliverables. At the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The Purchase Price.

(b) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 4.02 of this Agreement.

(c) All other documents reasonably necessary or otherwise required.

Section 4.04 Closing Costs.

(a) Purchaser shall pay:

(i) In addition to the sale price, all costs of conducting this sale, including the appraisal fee, pursuant to Local Government Code 263.002(e);

(b) If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

Section 4.05 Miscellaneous. Any miscellaneous adjustments payable by Purchaser, as the case may be, that occur at the Closing may be paid at the Closing. Seller shall not pay any costs or miscellaneous adjustments whatsoever related to this agreement and sale pursuant to statute. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of Section 4.04 and Section 4.05 shall survive the Closing Date.

ARTICLE V
TITLE MATTERS AND VIOLATIONS

Section 5.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, quitclaim title to the Property subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, and subject to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 5.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting, sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property; provided, however, that the same do not materially impair the continued use of the Property as it is being used on the date of this Agreement.

(c) Any state of facts that an accurate survey of the Property would disclose.

(d) Rights of tenants of the Property pursuant to the Leases and any and all amendments, assignments, subleases, with Seller, or any predecessor fee owner of the Property or other statutory tenants, and others claiming by, through, and under such tenants.

(e) All presently existing and future liens for unpaid real estate taxes, assessments, and water and sewer charges that are not due and payable as of the Closing Date, subject to any apportionments as provided for in this Agreement.

(f) All covenants, restrictions and rights, and all easements and agreements for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits, or other like facilities, and appurtenances thereto, over, across, and under the Property.

(g) Party walls and party wall rights, beams and beam rights, the possible revocable nature of or lack of right to maintain vaults or other improvements or installations beyond building or property lines.

(h) Variations between tax lot lines and lines of record title.

(i) Any lien or encumbrance (including, without limitation, any mechanic's lien and materialmen's lien) the removal of which is the obligation of a tenant.

(j) Any lien or encumbrance arising out of the acts or omissions of Purchaser.

(k) Consents by Seller or any former owner for the erection and maintenance of any structures on, under, or above any streets or roads on which the Property may abut.

(l) Any financing statements filed on a date more than five (5) years prior to the Closing Date and not renewed, and any financing statements, chattel mortgages, encumbrances, or mechanics' or other liens filed against the against property or equipment which is not part of the Property or is owned by tenants.

(m) Such other matters as any reputable title insurer licensed to do business in Texas shall be willing, without special premium, to omit as exceptions to title insurance coverage.

Section 5.03 Seller's Inability to Convey.

(a) If, on the Closing Date, Seller fails or is unable to quit claim title to the Property in accordance with this Agreement, Seller shall be entitled, upon written notice delivered to Purchaser on or prior to the Closing Date, to reasonable adjournments of the Closing one or more times for a period not to exceed sixty (60) days in the aggregate to enable Seller to convey such title to the Property.

(b) If Seller does not so elect to adjourn the Closing, and on the Closing Date, fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, Purchaser shall be entitled, to either: (i) terminate this Agreement by notice to Seller delivered on

or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(c) If Seller elects to adjourn the Closing as provided in Section 5.04(a) above, this Agreement shall remain in effect for the period or periods of adjournment, in accordance with its terms. If, on the adjourned Closing Date, Seller fails or is unable to convey title to the Property subject to and in accordance with the provisions of this Agreement, Purchaser shall make its election between clauses (i) and (ii) of Section 5.04(b) above, by notice to Seller given not later than the adjourned Closing Date. If Purchaser shall fail to give such notice as aforesaid, Purchaser shall be deemed to have elected clause (ii) above and the Closing shall take place on the adjourned Closing Date.

(d) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor.

(e) Notwithstanding anything in this Section 5.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

Section 5.04 Violations. Notwithstanding anything to the contrary in this Agreement, Purchaser shall accept title to the Property subject to any and all violations or any notes or notices of violations of law or municipal ordinances, orders, or requirements noted or issued prior to, on, or after the date of this Agreement (collectively, the "**Violations**"), if any. Purchaser acknowledges and accepts that Seller shall not be obligated to comply with or take any action or incur any expense in connection with any Violations. If requested by Purchaser, Seller shall furnish Purchaser with an authorization to make any required violation searches against the Property.

ARTICLE VI
LEASES

Section 6.01 Leases.

(a) Purchaser shall defend and indemnify Seller against, and hold Seller harmless from, all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, asserted by third parties for any breach, default, or violation of any Lease, or covenant thereof, occurring after the Closing Date.

ARTICLE VII
RISK OF LOSS

Section 7.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement. Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty (less any [reasonable] sums expended by Seller for repair or restoration through the Closing Date) shall be assigned by Seller to Purchaser at the Closing. Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment in the event the Property shall be taken or damaged or destroyed by fire of other casualty, including without limitation, the provisions of the Uniform Vendor and Purchaser Risk Act (Tex. Prop. Code Ann. § 5.007).

ARTICLE VIII
REMEDIES

Section 8.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), the parties shall be released from further liability to each other hereunder.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, the parties shall be released from further liability to each other hereunder.

(c) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE IX
ESCROW

Section 9.01 Escrow Terms. Not applicable.

Section 9.02 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE X
NO CONFIDENTIALITY

Section 10.01 No Confidential Information. This agreement is a matter of public record or is provided in other sources readily available to the real estate industry.

Section 10.02 Survival. The provisions of this Article shall survive the Closing Date or termination of this Agreement.

ARTICLE XI
BROKERS

Section 11.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, [reasonable] attorneys' fees, court costs, and interest.

Section 11.02 Survival. The provisions of this Article XIII shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas.

Section 12.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, with no party relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 12.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 12.04 Limitation of Liability.

(a) Neither Seller, nor any Seller-Related Party, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) Neither Purchaser, nor any Purchaser-Related Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitations, all other persons and entities, shall

look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

Section 12.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "business day" shall be deemed to mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for business in the State of Texas.

Section 12.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 12.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 12.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any purported assignment without Seller's consent shall be void and of no force or effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section 14.08.

Section 12.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 12.10 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Texas and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 12.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 12.12 Time Is of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notice, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 5:00 p.m. Central Time on such date, provided that such action must be completed by 5:00 p.m. Central Time with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a business day, then such date shall be extended until the immediately following business day.

Section 12.13 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 12.14 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 12.15 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 12.16 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PURCHASER:

JACOB FLORES

By:_____

Name:

Title:

SELLER:

WALLER COUNTY, a political subdivision of the STATE OF TEXAS

By:_____

Name:

Title:

[**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**]

QUITCLAIM DEED

STATE OF TEXAS	§
	§
COUNTY OF WALLER	§

WALLER COUNTY, a political subdivision of the STATE OF TEXAS, hereinafter referred to as "**Grantor**," for and in consideration of ONE THOUSAND Dollars ($1,000.00) and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has Remised, Released, and Quitclaimed, and by these presents does Remise, Release, and Quitclaim to JACOB FLORES, hereinafter referred to as "**Grantee**," all of Grantor's right, title, and interest it may have in and to the following described real estate situated in Waller County, Texas, to wit:

All that certain and public **RIGHT OF WAY** located on the .207 acre parcel of land located at the south line and near the terminus of Willow Brook Drive, approximately one-third mile east of Penick Road and being a R.O.W. Reserve for the future extension of Springer Drive, Waller County, Texas, as more particularly bounded and described as Block 2 of Willowbrook subdivision, section one, a subdivision in Waller County, Texas, located on a certain 36.18 acre tract in the R. Harvey Survey A-141, according to the plat recorded in Volume 347, p. 280 of the Deed Records of Waller County, Texas.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 2025

FOR WALLER COUNTY, Grantor

_____

TITLE:

Grantee's Address:

_____

_____

STATE OF TEXAS §
§
COUNTY OF WALLER §

Before me _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this ____day of _____, 2025.

_____
NAME
NOTARY PUBLIC, STATE OF TEXAS

My commission expires on: