

## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS           §

COUNTY OF BRAZORIA   §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and TranSystems Corporation dba TranSystems Corporation Consultants, a Texas Corporation, hereinafter referred to as “Consultant”.

### **RECITALS**

The County intends to reconstruction roadways damaged by Solar Project (CR 772, CR 4, CR 5, and CR 23), hereinafter called the “Project”; and

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

### **TERMS**

#### *Article 1 Scope of Agreement*

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

#### *Article 2 Character and Extent of Services*

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3*  
*Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4*  
*Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”**

*Article 5*  
*Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant’s hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant’s statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6*  
*Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7*  
*Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8*  
*Ownership of Documents, Copyright*

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

*Article 9*  
*Public Contact*

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

*Article 10*  
*Consultant's Insurance Requirements*

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

*Article 11*  
*Indemnification*

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12*  
*Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13*  
*Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14*  
*Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

**County:**

Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, Texas 77515  
ATTN: Matthew Hanks, JD, PE  
Email: [matth@brazoria-county.com](mailto:matth@brazoria-county.com)  
Phone: 979-864-1265

**Consultant:**

TranSystems  
2777 Allen Parkway, Suite 500  
Houston, Texas 77019  
ATTN: Thomas R Munson  
Email: [trmunson@transystems.com](mailto:trmunson@transystems.com)  
Phone: 713-807-0600

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

*Article 15*  
*Successors and Assigns*

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

*Article 16*  
*Applicable Law*

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

*Article 17*  
*Modifications*

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

*Article 18*  
*Authority of County Engineer*

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

*Article 19*  
*Severability*

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

*Article 20*  
*Merger*

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

*Article 21*  
*Boycott Verification*

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
  - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
  - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
  - (A) means, with respect to the entity or association, to:
    - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - or
    - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be



paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

*Article 22*  
*Attachments*

22.01 The following attachments are a part of this Agreement:

- Exhibit A Scope of Work, Fee Schedule and Project Schedule
- Exhibit B County's minimum insurance requirements
- Exhibit C Compliance with Laws
- Exhibit D Certificate of Interested Parties
- Exhibit E Conflict of Interest Disclosure
- Exhibit F Contract Amendments (As Needed)

*Article 23*  
*Execution*

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

**Brazoria County, Texas**

**TranSystems Corporation, dba TranSystems  
Corporation Consultants,  
a Texas company**

**By:** \_\_\_\_\_

**L.M. (Matt) Sebesta, Jr  
County Judge**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Thomas R. Munson  
Sr. Vice President**

**Date:** \_\_\_\_\_



TranSystems

2777 Allen Parkway

Suite 500

Houston, TX 77019

Tel 713 807 0600

www.transystems.com

January 22, 2024

Matt Hanks  
 Brazoria County Engineering  
 451 North Velasco St.  
 Angleton, TX 77515

**Re: Proposal for engineering services  
 for Brazoria County Solar Road Reconstruction Project**

Dear Mr. Hanks:

TranSystems Corporation dba TranSystems Corporation Consultants (TranSystems) "ENGINEER" is pleased to submit this proposal to provide professional consulting services for Brazoria County "COUNTY" on the above referenced Project.

This proposal details the services TranSystems proposes to perform in connection with the Project, the pricing at which TranSystems proposes to perform these services, the schedule for completing these services and the assumptions upon which TranSystems has based this proposal.

**SCOPE OF SERVICES**

In connection with the above referenced Project, TranSystems shall perform the following described Services:

**GENERAL DESCRIPTION**

The work to be performed by the ENGINEER under this scope of work consists of providing two complete PS&E bid packages for the reconstruction of 7.99 miles of damages roads in Brazoria County. Based on proposed list of roadways, there are 4 asphaltic road locations (3 in Bid Package I and 1 in Bid Package II):

<b>Bid Package I</b>		
CR	Common Name	MI
CR 4	Damon West Colombia Rd	1.93
CR 5	Damon School Rd	1.32
CR 772	Damon West Colombia Rd	2.75
	Total	6.00

May 30, 2015



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January 21, 2024

Bid Package II		
CR	Common Name	MI
CR 23	Rhodes School Road	1.99
	Total	1.99

The following is a list of tasks which will be performed by the ENGINEER.

#### **SERVICES PROVIDED BY THE ENGINEER**

The ENGINEER will provide qualified personnel to complete the work. The ENGINEER will also provide overall project supervision, management, administration and coordination and will be the single source of contact between the COUNTY and the engineer. The ENGINEER will review the work performed by the subconsultant, coordinate and, where directed by the COUNTY, conduct all meetings and prepare/submit all project reports and documents.

The ENGINEER will perform the work under this contract according to the work outline and will complete it as shown on the work schedule.

The ENGINEER will collect, review and evaluate all of the available geotechnical borings pertaining to the project and prepare two (2) PS&E packages according to the requirements and policies of the COUNTY.

The ENGINEER will provide geotechnical services necessary to complete the design. See the attached proposal.

The construction plans prepared by the ENGINEER will contain the appropriate details pertaining to paving, traffic control, signing and pavement marking and delineation for construction.

PS&E will be prepared according to the applicable requirements of the COUNTY's specifications, standards and manuals (updated for revisions). Whenever possible, county standard drawings, standard specifications or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it will be in the COUNTY's format and, to the greatest extent possible, incorporate references to approved county test procedures. Any pavement thickness design exceptions to COUNTY standards will be requested in writing by the ENGINEER for the COUNTY's approval.

General specification data and plans estimates will be prepared following the COUNTY's requirements.



Proposal for TranSystems for Solar Road Reconstruction  
January 21, 2024

The ENGINEER will incorporate all plans furnished by the COUNTY into one complete set of engineering documents, except those standards inserted into the construction plans by the COUNTY at the time of submittal for contract letting.

- 1) FC 150 – Field Survey
  - a) Perform field survey to establish the baseline and edge of road limits, existing signs, mailboxes and driveways.
- 2) FC 160 – Roadway
  - a) Index of Sheets
  - b) Typical Sections
    - i) Shall be based on pavement design recommended by Geotech.
  - c) Project Layout Sheets
    - i) Plan & Profile sheets will not be required for this project. Project Layouts will be prepared to show location and limits of construction for each roadway.
  - d) Earthwork Quantities
    - i) Will be approximated based off the typical section dimensions
  - e) Estimate & Quantities
  - f) Standards
    - i) Brazoria County and TxDOT Standards will be used whenever possible in the plan set.
  - g) Specification & General Notes
  - h) Construction Cost Estimate
- 3) FC 161 – Drainage
  - a) It is assumed that the project reconstruction will not increase runoff and no ditch regrading will be needed.
- 4) FC 162 – Signing and Pavement Marking
  - a) Pavement markings will be designed in accordance with TMUTCD standards for passing distances and horizontal geometry.



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- 5) FC 163 – Traffic Control
  - a) Traffic Control Plan will be prepared for the reconstruction limits. Traffic detours will be prepared showing appropriate signing and traffic flow.
- 6) FC 164 – Project Management
  - a) QA/QC – formal QA/QC procedures will be followed with each submittal
  - b) Progress Meeting
    - i) It is assumed that two (2) review meetings will be necessary to prepare the final bid packages.
- 7) FC 350 – Construction Phase Services
  - a) Bid phase and construction phase services will be as needed and authorized by Brazoria County on T&M basis.

## COMPENSATION

As compensation for the performance of the above described Services, TranSystems will be reimbursed by Brazoria County Engineering by payment of a lump sum fee of **Two hundred forty eight thousand, five hundred dollars and sixty cents (\$248,500.60)**. Invoices will be sent monthly and will be based on TranSystems' estimate of the total Services completed as of the time of billing. TranSystems' fee includes in-house plan production supplies, and automobile mileage to and from the project location.

If Client fails to make any payment due TranSystems for services and expenses within thirty (30) days after receipt of TranSystems' statement therefore, the unpaid contract balance shall accrue interest at the lesser of: i) 1.5% per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TranSystems shall bear said rate of interest from the thirtieth day after Client's receipt of TranSystems' statement, until the entire unpaid balance has been paid to TranSystems. In addition to being entitled to interest, TranSystems may, after giving seven (7) days written notice to Client, suspend services under this proposal until TranSystems has been paid in full all amounts due for Services, expenses and charges.

## ASSUMPTIONS

This proposal and TranSystems' willingness to perform the Services is based upon, and subject to, the following assumptions, which were developed during our discussions with Brazoria County Engineering: Information provided by the County and any publically available information.





Proposal for TranSystems for Solar Road Reconstruction  
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#### **SPECIAL AND EXTRA SERVICES**

Extra services will be provided in addition to those required to complete the scope of services described above, as requested by the Client. Such services may include: meetings with city or state personnel; attendance and presentation of the study results at public meetings; additional study elements identified by the Client; additional information requested by the Client; special trips requested by the Client other than those required to complete the original scope of services; special services which may be required if the work is suspended or abandoned; additional analyses due to changes in the proposed project; or any special engineering services not required to complete the original scope of service which may be requested by the Client. Payment to TranSystems as compensation for these services will be in addition to the contract amount identified above in the Compensation section. TranSystems will be reimbursed by the Client for these services on a time and materials basis according to our standard hourly rates in effect at the time the services are performed.


#### **GENERAL PROVISIONS**

Brazoria County Engineering grants to TranSystems during the term of this work and thereafter a non-exclusive license to use its name and logo in TranSystems' marketing materials such as press releases, case study briefs/project summaries, TranSystems' website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until Brazoria County Engineering shall terminate and revoke the same by giving TranSystems 60 days advanced written notice thereof whereupon at the end of 60 days the licenses shall be deemed terminated.

The proposal outlined in this Letter is valid for 30 days.

Sincerely,

TranSystems Corporation dba TranSystems Corporation Consultants

By:   
Tanya Fox Lindquist  
Vice President

#### **Attachments:**

##### **Fee Schedule**

##### **Ninyo & Moore Geotechnical Proposal**

Brazoria County Solar Road Reconstruction Project			
Company Name: TranSystems Limits of Project: CR 772, CR 4, CR 5, CR 23 Project Length: 7.990			
Fee Schedule Summary			
Task Description	Number of Sheets	Burdened Labor	
Total Labor Cost (Including Multiplier)			
Bid Package I - CR 772, CR 4, CR5 (Brazoria County)			
FC-160 Surveying	0	\$19,920.00	
FC 160 - General Roadway Design Controls	43	\$62,700.00	
FC 162 - Signing & Pavement Markings	3	\$18,360.00	
FC 163 - Traffic Control Plan	3	\$16,740.00	
FC 164 - Project Management	0	\$24,590.00	
Geotechnical Investigation		\$21,400.00	
PM Fee (10%)		\$2,140.00	
Sub Total	49	\$165,850.00	
Bid Package II - CR 23 (Brazoria West Solar)			
FC-160 Surveying	0	\$12,180.00	
FC 160 - General Roadway Design Controls	33	\$44,855.00	
FC 162 - Signing & Pavement Markings	1	\$6,120.00	
FC 163 - Traffic Control Plan	1	\$5,580.00	
FC 164 - Project Management	0	\$3,850.00	
Geotechnical Investigation		\$7,900.00	
PM Fee (10%)		\$790.00	
Sub Total	35	\$81,275.00	
Direct Expenses		\$1,375.60	
Grand Total	84	\$248,500.60	



Brazoria County Solar Road Reconstruction Project																			
Company Name: TranSystems Limits of Project: CR 772, CR 4, CR5 Project Length: 6.000 Miles																			
Engineer's Estimate Work Sheet																			
Task Description	Sheet Count	Principal	Sr Project Manager	Project Manager	Sr Project Engineer	Project Engineer	Sr Tech Specialist /Planner	Technical Specialist /Planner	EIT	Sr Designer/ Sr CADD	Designer/ CADD	Admin/ Clerical	RPLS	Survey		Total Labor Hours	Hours per Sheet	Raw Labor Cost	Burdened Labor Cost
														Survey Technician	Survey Crew (3M)				
Raw Labor Hour Rate	-	\$125.81	\$85.48	\$66.13	\$66.13	\$53.23	\$48.39	\$43.55	\$43.55	\$48.39	\$43.55		\$90.32	\$43.55	\$80.65				
Bld Package 1 - CR 772, CR 4, CR5 (Brazoria County Solar)																			
FC 150 - Survey																			
FC 150 - Surveying - Establishing Base Line																		\$6,425.81	\$19,920.00
FC 150 - Surveying - Establishing Base Line Sub Total																		\$6,425.81	\$19,920.00
FC 160 - General Roadway Design Controls																			
Index of Sheets	1				2	4				8						14	14	\$732.26	\$2,270.00
Typical Sections	8				8	32				12						52	7	\$2,812.90	\$8,720.00
Project Layout Sheets	3				2	8				24						34	11	\$1,719.35	\$5,330.00
Boring Log Sheets	3				2	4				24						30	10	\$1,506.45	\$4,670.00
Horizontal Data Sheets	2				2	2			8	8						20	10	\$974.19	\$3,020.00
Creating Geopak Alignments					2	8			8							18		\$906.45	\$2,810.00
Earthwork Quantities					4	16			12							32		\$1,638.71	\$5,080.00
Estimate & Quantities	3				6	16			12	12						46	15	\$2,351.61	\$7,290.00
Standards	20				10	20			4	60						90	5	\$4,629.03	\$14,350.00
Specifications & General Notes	2				8	4			4	8						24	12	\$1,303.23	\$4,040.00
Construction Cost Estimate	1				8	8			16							32	32	\$1,651.61	\$5,120.00
FC 160 - General Roadway Design Controls Sub Total	43				54	122			60	156						392		\$20,225.81	\$62,700.00
FC 162 - Signing & Pavement Markings																			
CR772	1				2	4			12	10						38	38	\$1,974.19	\$6,120.00
CR4	1				2	4			12	10						38	38	\$1,974.19	\$6,120.00
CR5	1				2	4			12	10						38	38	\$1,974.19	\$6,120.00
FC 162 - Signing & Pavement Markings Sub Total	3				6	12			36	30						114		\$5,922.58	\$18,360.00
FC 163 - Traffic Control Plan																			
CR772	1				2	4			8	10						34	34	\$1,800.00	\$5,580.00
CR4	1				2	4			8	10						34	34	\$1,800.00	\$5,580.00
CR5	1				2	4			8	10						34	34	\$1,800.00	\$5,580.00
FC 163 - Traffic Control Plan Sub Total	3				6	12			24	30						102		\$5,400.00	\$16,740.00
FC 164 - Project Management																			
QA/QC																			
Coordinating with the Geotech Firm	8				8	16										46		\$3,622.58	\$11,230.00
Progress Meeting (assume 2)	8				8	8										12		\$1,348.39	\$4,180.00
Project Management Sub Total	24				20	24										94		\$2,961.29	\$9,180.00
																		\$7,932.26	\$24,590.00

Brazoria County Solar Road Reconstruction Project														
Company Name: TranSystems														
Limits of Project: CR 23														
Project Length: 1.990 Miles														
Engineer's Estimate Work Sheet														
Task Description	Sheet Count	Principal	Sr Project Manager	Project Manager	Sr Project Engineer	Project Engineer	Sr Tech Specialist /Planner	Technical Specialist /Planner	EIT	Sr Designer/ Sr CADD	Designer/ CADD	Admin/ Clerical	RPLS	Survey Technician
Raw Labor Hour Rate	-	\$125.81	\$95.48	\$66.13	\$66.13	\$53.23	\$48.39	\$43.55	\$43.55	\$48.39	\$43.55		\$90.32	\$43.55
Sub Total														
FC 150 - Survey														
FC 150 - Surveying - Establishing Base Line													2	12
FC 150 - Surveying - Establishing Base Line													2	12
Sub Total														
FC 160 - General Roadway Design Controls														
Index of Sheets	1													
Typical Sections	3													
Project Layout Sheets	1													
Boring Log Sheets	1													
Horizontal Data Sheets	1													
Creating Geopak Alignments														
Earthwork Quantities														
Estimate & Quantities	3													
Standards	20													
Specifications & General Notes	2													
Construction Cost Estimate	1													
Sub Total	33													
FC 160 - General Roadway Design Controls														
Sub Total														
FC 162 - Signing & Pavement Markings														
CR 23	1													
FC 162 - Signing & Pavement Markings Sub Total	1													
FC 163 - Traffic Control Plan														
CR 23	1													
FC 163 - Traffic Control Plan Sub Total	1													
FC 164 - Project Management														
QA/QC														
Progress Meeting and Geotech Coordination (see bid #1)														
Project Management Sub Total														
Project Management Sub Total														
Total Hours	70													
Total Raw Labor Costs														
Total Burdened Labor Costs														

Brazoria County Solar Road Reconstruction Project				
Company Name: TranSystems				
Limits of Project: CR 772, CR 4, CR 5, CR 23				
Project Length: 7.99 Miles				
Direct Expenses	Quantities	Unit	Unit Cost	Total Cost
Mileage (# of miles)*	1,680	mile	\$0.67	\$1,125.60
Courier Services (Deliveries)		each	\$25.00	
Photocopies B/W (8-1/2 X 11)		each	\$0.10	
Photocopies B/W (11 X 17)		each	\$0.20	
Photocopies Color (8-1/2 X 11)		each	\$0.75	
Photocopies Color (11 X 17)		each	\$1.00	
Plots (B/W on Bond)		square foot	\$1.00	
Plots (Color on Bond)		square foot	\$2.00	
Plots (Color on Photographic Paper)		square foot	\$4.00	
Mylar (11 X 17)		sheet	\$3.50	250
Misc Expenses				
Sub Total (Direct Expenses)				\$1,375.60



January 19, 2024  
Project No. 701621001

Ms. Tanya Lindquist, PE  
TranSystems  
2777 Allen Parkway, Suite 500  
Houston, Texas 77019

Subject: Proposal to Perform Geotechnical Evaluation  
Solar Farm Road Reconstruction  
County Roads 772, 4, 5, and 23  
Brazoria County, Texas

Dear Ms. Lindquist:

We are pleased to present this revised proposal to perform a geotechnical evaluation for the subject project. This proposal was prepared based on the information that we received from your office and outlines our scope of services, anticipated schedule, and lump sum fee for this phase of work.

## **SITE AND PROJECT DESCRIPTION**

We understand that the project consists of maintenance and/or reconstruction of four Brazoria County roads subjected to traffic from construction of solar farms. Based on a pavement condition survey performed by others, we understand portions of the roadways have been selected for reconstruction with asphalt pavement. Other portions of the roadways will have patching and/or crack sealing, while portions will be left in their current condition. Ninyo & Moore will perform our own limited pavement condition survey to evaluate the previous findings and select our boring locations.

Along the portions of the roadways to be reconstructed, we plan to perform our borings at a spacing of about 1,000 feet to 0.75 miles. Larger boring spacings will be used on roads that will only have patching and/or crack sealing. Pavement cores will be obtained on selected borings in this second group. Table 1 below lists the roads to be reconstructed as well as the proposed number of borings.



**Table 1 – Brazoria County Roads for Reconstruction**

County Road	Common Name	Linear Feet	Borings
CR 772	Anderson Road	14,580	12
CR 4	Damon West Columbia Road	10,220	6
CR 5	Damon School Road	7,050	6
CR 23	Rhodes School Road	12,540	9
<b>Total</b>		<b>44,390</b>	<b>33</b>

## SCOPE OF SERVICES

- Perform a limited pavement condition survey to evaluate the previous findings and select boring locations. We will also contact Texas811 prior to exploration.
- Drill, log, and sample 33 exploratory borings along the project roadways. The borings will be performed with a truck-mounted drilling rig to depths of about 5 feet each below the existing ground surface (bgs). We will drill through the asphalt at each location and measure the pavement section (with the exception of 12 locations, where pavement cores will be obtained for additional analysis).
- Provide limited traffic control, which will include a flagger.
- Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg Limits, strength testing, Standard Proctor moisture-density, and California Bearing Ratio (CBR).
- Prepare two geotechnical reports presenting the results of our evaluation (one report for CR 772, CR 4, and CR 5 and a separate report for CR 23). The report will include a cover letter sealed by a Professional Engineer licensed in the State of Texas, and will also include the following:
  - Description of work scope, laboratory, and field procedures;
  - Maps and boring plans;
  - Boring logs and laboratory test results;
  - Findings of our limited pavement condition survey;
  - Subsurface soil and groundwater conditions;
  - Earthwork considerations;
  - Excavation characteristics of onsite soils;
  - Subgrade preparation measures; and

- Asphalt pavement recommendations.

## ASSUMPTIONS

- The locations are accessible to truck-mounted drilling equipment and site access will be granted.
- A Ninyo & Moore representative will provide flagging for traffic control. A daily rate is presented below if professional traffic control is needed.
- The boreholes can be backfilled with the drilling spoils and pavement patched with cold patch asphalt.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on the plans.
- Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

## SCHEDULE

We are prepared to initiate this project immediately upon receiving your authorization to proceed. Assuming that there are no delays due to inclement weather or site access restrictions, we anticipate that our fieldwork will be performed within about two weeks after receipt of the notice to proceed. We anticipate issuing a report within about three weeks after fieldwork is completed.

## FEE

We propose to provide our services for a lump sum fee as presented below in Table 2. As discussed above, Ninyo & Moore will provide a flagger for traffic control. If needed, professional traffic control can be provided at an additional fee of \$2,000 per day (up to three days estimated). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

**Table 2 – Fee Estimate**

Roadways	Number of Borings	Fee
CR 772, CR 4, and CR 5	24	\$21,400
CR 23	9	\$7,900
TOTAL:		\$29,300.00

To authorize our services, please provide a Professional Services Agreement. We look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Richard Whitt, PE  
Senior Engineer

RJW/JSR/lis



Jeff Rodgers, PE, PG  
Principal Engineer

**EXHIBIT “B”**  
**INSURANCE REQUIREMENTS**

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.



**EXHIBIT “C”**  
**COMPLIANCE WITH LAWS**

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. § 138 [49 U.S.C. § 303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

**AGREED TO AND ACKNOWLEDGED THIS** *[date]* \_\_\_\_\_

**TranSystems Corporation, dba TranSystems  
Corporation Consultants,  
a Texas company**

**By:** \_\_\_\_\_

**Thomas R Munson**

**Sr. Vice President**

**Date:** \_\_\_\_\_

**EXHIBIT “D”**  
**CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

**EXHIBIT “E”**  
**CONFLICT OF INTEREST DISCLOSURE**

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:  
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse  
County Clerk’s Office  
111 E. Locust Street, Suite 200  
Angleton, TX 77515

**EXHIBIT “F”**  
**CONTRACT AMENDMENTS**

*INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.*