

State of Texas

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County of Galveston

AGREEMENT FOR CONSULTING SERVICES

PARTIES

This Agreement for Consulting Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and **MBCO Engineering, LLC** (the "Consultant"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number RFQ 25-079, entitled "Professional Services for Future Engineering Projects" (the "RFQ"), to procure professional services for the ***Miles Road Drainage Improvements*** project within the County (the "Project"), which is further described herein.

The Consultant timely submitted a statement of qualifications in the RFQ, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF CONSULTANT

The County, by and through this Agreement, retains the Consultant to perform professional services in connection with the Project, and the Consultant, by and through this Agreement, agrees to perform said professional services in connection with the Project.

This Agreement means this document (pages 1 through 9), the RFQ, which includes but is not limited to any addenda thereto, if any, the Consultant's response in the RFQ (i.e., its' statement of qualifications, certifications, affidavits, and vendor information), and all Exhibits affixed hereto, if any, all of which are incorporated herein for all purposes. Exhibits to be physically affixed, if any, shall be affixed following the signature/execution page of this Agreement. The RFQ, all addenda therein, if any, and Consultant's response therein shall be retained in the Galveston County Purchasing Agent's Office.

SECTION II

CHARACTER AND EXTENT OF SERVICES

The Consultant shall render professional services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Consultant shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related Services performed or furnished by Consultant and the Response under this Agreement will be the care and skill ordinarily used by other competent consultants practicing under the same or similar circumstances and professional license. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between County and Consultant.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Consultant, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Consultant shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Consultant will make every effort to expedite completion of the Project.

SECTION IV COORDINATION WITH THE COUNTY

The Consultant agrees to perform the services diligently after authorization to proceed. The Consultant agrees to perform all other services diligently and within the agreed upon time schedule.

The Consultant shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Consultant for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Consultant shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V THE CONSULTANT'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Consultant for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **\$80,913.00** including expenses. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Consultant. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Consultant for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Consultant to the County reflecting Consultant's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Consultant of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Consultant's office. Consultant further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Consultant. The Consultant may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Consultant acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Consultant and the County agree to submit the dispute to mediation. In the event the Consultant or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Consultant and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Consultant at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly 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 promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX INSURANCE

The Consultant shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Consultant shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Consultant, name of insurance company, policy number, and terms and limits of coverage. The Consultant shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Consultant shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. 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.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Consultant shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X

VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

SECTION XI ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

Bonnie Moss, PE
President
14811 St. Mary's Lane, Suite 152
Houston, Texas 77079

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM,
Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550

SECTION XII SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its successors, and assigns to the other

Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Consultant shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. 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 thereto.

SECTION XIV ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Consultant shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Consultant shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

Execution Page follows this Page

The Rest of this Page is Intentionally Left Blank

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

Galveston County

MBCO Engineering, LLC

By _____
Mark Henry
County Judge

By Bonnie Moss PE
Bonnie Moss, PE
President

Date Signed: _____

Date Signed: 7.20.2026

Attest: _____
Dwight D. Sullivan,
Galveston County Clerk

SURVEY COST PROPOSAL

May 13, 2026

Mr. Michael C. Shannon, PE, CFM
Galveston County, TX Engineer
722 Moody Ave.
Galveston, Texas 77550
C/O Ms. Amber Forrest
Senior Managing Director
DCCM – via email – aforrest@dccm.com

RE: REV 1 Miles Road, Bacliff Texas, Right-of-Way and Topographic Survey

Mr. Shannon,

We are pleased to provide this cost proposal regarding the above-referenced project. We understand you are requesting a design/topographic survey and ROW survey of the street as shown in Exhibit A below. The fees and services outlined herein are based on information provided in our recent Teams call and emails.

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

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

SCOPE:

Existing Right-of-Way Maps (Cat. 1B Condition 2)

- A. Provide deed and Plat research to determine existing rights-of-ways (ROWS) throughout the project route.
- B. Send and track certified USPS mailings (based on Galveston County tax records) to the 2 private tracts adjoining the bay requesting right-of-entry for MBCO and our subcontractors.
- C. Tie in property corners and block corners to define the existing right-of-ways.

- D. Prepare right-of-way map of the existing right-of-way in accordance with TSPS Category 1B, Condition II standards.

Deliverables: Signed, sealed, and dated right-of-way retracement map of the existing right-of-ways; Title reports if required.

Topographic Survey (Cat. 6 Condition 1)

- A. Perform topographic survey for the following area for drainage design and improvements: Miles Road – **2,400 linear feet (approximately 150' width total) from 100' SW of George street to Trinity Bay (Exhibit A).**
- B. The topographic survey shall extend from existing right-of-way to right-of-way and shall include an additional 50-foot offset beyond the existing public right-of-ways for elevation data and visible structures. This expanded coverage is intended to capture necessary drainage transitions and drainage features and will be limited to this scope, no on the ground investigation will be conducted outside of existing public ROW.
- C. Survey will include determination of existing ROW within the project limits (to be shown on the topographic survey).
- D. Establish locations and elevations of physical features including buildings, structures, culverts, ditches, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, traffic loops in pavement, and expansion within the proposed and existing right-of-way. The low wire elevation of overhead utilities both crossing and parallel shall be shown. Top of nut elevation for potable water meter valves.
- E. Locate trees or Landscape trees with a diameter of 6" and larger shall be located within the existing public right-of-ways. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas outside of the existing public ROW.
- F. Include locations of electric risers as a CAD callout and layer in the survey deliverable.
- G. Locate utility markings and up to 4 test holes provided by others.

Deliverables: 2D CADD file in Plan view showing spot elevations, ASCII point file, 22" x 34" 1" = 20' plan sheets. (using latest MBCO template). DTM model with detail to deliver 0.5' contours.

Survey Control

- A. Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83 (2010).
- B. Vertical Control shall be based on GPS ties to the nearest existing Floodplain Reference Marker, NAVD 1988, 2001 Adj.
- C. Provide adequate number of control points that are set and recoverable.

Deliverables: Survey Control will be shown directly on the topographic survey mapping (as well as a control table to be shown).

Coastal Boundary Survey

MBCO will team with Mr. Michael Hoover, RPLS, LSLS with Seacoast Surveyors, LLC, to prepare a Coastal Boundary Survey which will evidence the location of approximately 150 linear feet of the line of Mean High Water of Galveston Bay situated in the John Miles Survey, Abstract Number 153, adjacent to Texas Submerged Land Tract Number 303, and further being located at the northeasterly terminus of Miles Road at Galveston Bay in the City of Bacliff, Texas. The Texas Natural Resource Code, Chapter 33, Section 136 (f), states that a Coastal Boundary Survey is a survey that evidences the location of the shoreline of a body of tidally influenced water that existed prior to the commencement of any erosion response activity. Erosion response activity is defined in the Texas Natural Resource Code as beach nourishment, sediment management, beneficial use of dredged material, construction of breakwaters, dune creation or enhancement, or revegetation. It involves, in this instance, locating the Mean High Water line of Galveston Bay and documenting its location. The survey will be suitable for filing in both Galveston County and the Archives of the Texas General Land Office. The Surveyor will coordinate project methodology with the Surveying Department of the Texas General Land Office, provide all field work, oversight and management, prepare the survey drawing, submit the completed survey to the Texas General Land Office for review and comment, and ensure that the final approved survey is recorded both in Galveston County and the Texas General Land Office.

Deliverables:

Signed and Sealed Map, Drawing Paper Copy, PDF file
Signed and Sealed Legal Paper Copy, PDF file, Word
Description AutoCAD drawing (.dwg)

Aerial Drone LiDAR Survey

MBCO will team with Mr. Drew Disney with Top Flight DSP to fly, collect and process LiDAR Data.

Deliverables:

AutoCAD drawing (.dwg)
DTM Model with 0.5' contours
Planimetrics

SURVEY ASSUMPTIONS:

- No provision is made herein for inclement weather or other forces majeure which could affect cost or schedule.
- MBCO personnel will be granted access to all areas of the project. (MBCO will be utilizing newly acquired Drone Lidar to limit possible access to private property).
- DCCM to provide required scale, templates, borders, and title blocks along with the written NTP.
- Private right-of-entry (ROE) will be necessary for at least the 2 privately owned tracts adjoining Trinity Bay. MBCO cannot guarantee that these subject landowners will give specific permission for our access. Galveston County and DCCM may be called upon for assistance.

- Both projects Miles Road and Avenue B will be given NTP at the same time.

SCHEDULE:

Upon receipt of a signed contract and written notice-to-proceed (NTP), we can commence work within five business days and anticipate submittal of final deliverables within ninety (90) business days thereafter.

SURVEY FEE:

Control/Topographic/Boundary Survey Billed on a Fixed Fee Basis.....	\$70,420.00
Coastal Boundary Survey (fixed fee).....	\$3,500.00
LiDAR Fixed Fee (utilized to obtain design information due to limited access onto private properties)	\$5,993.00
2 (\$500.00 each) Title Reports Fixed Fee (necessary to obtain all title related issues with the 2 private lots adjoining the bay)	<u>\$1,000.00</u>
Total Fees	\$80,913.00

MBCO will submit our invoices monthly based on the fees detailed above and will expect prompt payment within 30 days of invoice date.

We are certainly looking forward to working with you on this very important project. Should this proposal meet with your approval, please provide the appropriate Galveston County agreement for our review. When fully executed by both parties, we will require a written notice-to-proceed. Feel free to contact me with any questions. Thank you very much.

Sincerely,



Brian D. Scott, RPLS
Sr Project Manager
Email: brian.scott@mbcoengineering.com
Cell: 512-569-3217

EXHIBIT A

SITE – Miles Road (George Street to Trinity Bay “State of Texas Property”)

