



December 8, 2025

Mr. David Van Riper
Public Works Director
City of Deer Park
710 E San Augustine
Deer Park, Texas 77536

Re: Proposal for Professional Engineering Services for
South Pasadena Plaza Drainage Study

Dear Mr. Van Riper,

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Professional Engineering Services for the above-mentioned drainage project. CobbFendley proposes to provide the Scope of Services and Compensation as outlined in the attached Exhibit A through C.

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. The opportunity to propose professional engineering services to the City of Deer Park is appreciated and we look forward to serving you on this project. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

Amber Hurd, P.E.
Vice President,
Department Manager

Attachments
Exhibit A Scope of Services
Exhibit B Level of Effort
Exhibit C Project Map

This proposal accepted by:

City of Deer Park

Signature

Print Name

Title

Date of Authorization

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION
Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services for
South Pasadena Plaza Drainage Improvements

Project/Limits

South Pasadena Plaza Drainage Analysis

The South Pasadena Plaza Neighborhood is located in the southwest corner of the City of Deer Park (the City) (See *Exhibit C Project Limits*). The neighborhood is primarily single-family homes along asphalt streets with a combination of roadside ditch and storm sewer that outfalls into a City maintained drainage channel along the southern border. The neighborhood has experienced repetitive drainage issues including ponding and structural flooding.

CobbFendley proposes to perform a drainage study of the area to identify proposed improvements. CobbFendley will provide alternatives including costs and work with the City to identify and develop projects within the City's budget.

See *Exhibit C Project Limits*

General

Cobb, Fendley & Associates, Inc. (CobbFendley) will perform professional engineering and surveying services as follows: provide drainage analysis and limited topographic survey for study phase services.

Construction Estimate

Cost estimates will be developed for each of the alternatives identified and present them to the City for review.

BASIC SERVICES

CobbFendley will provide the following engineering services as part of its basic service. The specific items of service include:

STUDY PHASE SERVICES:

South Pasadena Plaza Drainage Analysis - \$55,590.00 (Lump Sum)

Upon authorization, duties to be performed under this task are as follows:

1. Coordinate and attend meetings with the Client, HCFCD, et al.
2. Collection, Review and Analysis of Existing Plans, As-built drawings, H&H Data, Maps and Previous Studies.
3. Conduct Site Visit.

4. Analyze existing condition sheetflow patterns, determine existing condition outfall locations and identify FEMA 100-year floodplain extents within project location (if any).
5. Create existing condition drainage area map, determine hydrologic variables necessary to compute flow generated for each of the areas for the various Atlas 14 rainfall events (2-, 10-, and 100-year) and perform hydrologic calculations.
6. Create XP-SWMM or 2D HEC-RAS model to perform calculations to identify portions of the existing drainage system with insufficient conveyance capacity and to identify problem areas within the existing drainage system.
7. Revise existing condition drainage area to incorporate modifications to existing drainage system (as needed).
8. Perform proposed condition hydrologic calculations to determine increase in flow generated by proposed improvements (if necessary).
9. Create hydraulic models for alternative proposed solutions (up to 3) which provide relief to the existing drainage system (reduction in overland stored water surface elevation) and prepare mitigation measures for the recommended alternative to reduce impacts to receiving outfall systems.
10. Prepare a drainage report with exhibits and submit for review/acceptance.
11. Address any review comments and update report for final submittal.

ADDITIONAL SERVICES

Limited Topographic Survey - \$50,000.00 (Hourly, Not to Exceed)

CobbFendley will perform a topographic survey on an as-needed basis for locations where additional detail/documentation of existing infrastructure is necessary. When survey locations are identified and approved by the City, CobbFendley will prepare a scope of work and fee proposal for additional survey tasks to be performed to the City for approval. Survey services will be billed on an hourly basis using the CobbFendley 2025 Standard Rate Schedule attached to the end of this proposal and will not exceed \$50,000.00 without prior authorization by the City.

Exclusions for the Scope of Services:

The services described above are the identified **BASIC AND ADDITIONAL SERVICES** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **SUPPLEMENTAL ADDITIONAL SERVICES**. CobbFendley shall undertake such supplemental additional services as assigned by the City upon written direction from City. Examples of such items are as follows:

1. Agency or approval fees
2. Preparation of construction plans
3. Bid phase services
4. Surveying services including full topographic and boundary.
5. Submittal of LOMR or CLOMR to FEMA.
6. Environmental services
7. Obtaining USACE, EPA's, NPDES, or TCEQ's TPDES permit or Notice of Intent
8. Geotechnical Services
9. Subsurface Utility Engineering (SUE)
10. Assessment of Private Utilities
11. Easement Acquisition Services
12. Construction administration, inspection and management services
13. Tree Protection Services
14. Any service not specifically listed in the Scope of Services

If supplemental services are requested by the City, CobbFendley will provide the City with a separate proposal for the supplemental work.

EXHIBIT B

BASIS OF COMPENSATION

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below.

1. **South Pasadena Plaza Drainage Analysis (Lump Sum)..... \$55,590.00**

ADDITIONAL SERVICE

The Compensation to be paid to CobbFendley for providing the ADDITIONAL SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Subconsultant invoices will be subject to a 10% administration charge.

1. **Limited Topographic Survey (Hourly, upon Authorization)..... \$50,000.00**

Reimbursable Expenses

1. **Reproduction, mileage, delivery charges, etc. \$2,000.00**

TOTAL, Basic & Additional Services incl. Reimbursables \$107,590.00

A copy of the General Terms and Conditions of the Authorization for Professional Services is attached and constitutes a part of this Agreement.

GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the Client's project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the Client, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in Client's community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either Client or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, Client shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by Client or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If Client is not the Owner, Client agrees to pay CobbFendley within ten (10) business days of receipt of payment from Owner.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.



2025 Standard Rate Schedule

| | |
|--|-------------|
| Principal..... | \$360.00/HR |
| Senior Engineer V or Project Manager VI | \$357.00/HR |
| Senior Engineer IV or Project Manager V | \$340.00/HR |
| Senior Engineer III or Project Manager IV..... | \$320.00/HR |
| Senior Engineer II or Project Manager III | \$300.00/HR |
| Senior Engineer I or Project Manager II | \$260.00/HR |
| Engineer III or Project Manager I | \$215.00/HR |
| Engineer II | \$195.00/HR |
| Engineer I | \$165.00/HR |
| Graduate Engineer II..... | \$152.00/HR |
| Graduate Engineer..... | \$140.00/HR |
| Sr. Coordinator (Project, Utility) | \$180.00/HR |
| Coordinator II (Project, Utility)..... | \$150.00/HR |
| Coordinator I (Project, Utility) | \$125.00/HR |
| Senior Technician III (GIS, Telecom, Utility, CAD, Field)..... | \$202.00/HR |
| Senior Technician II (GIS, Telecom, Utility, CAD, Field)..... | \$180.00/HR |
| Senior Technician I (GIS, Telecom, Utility, CAD, Field)..... | \$154.00/HR |
| Technician III (GIS, Telecom, Utility, CAD, Field)..... | \$136.00/HR |
| Technician II (GIS, Telecom, Utility, CAD, Field)..... | \$121.00/HR |
| Technician I (GIS, Telecom, Utility, CAD, Field)..... | \$91.00/HR |
| Licensed State Land Surveyor | \$303.00/HR |
| Senior Registered Professional Land Surveyor II..... | \$306.00/HR |
| Senior Registered Professional Land Surveyor..... | \$275.00/HR |
| Registered Professional Land Surveyor II | \$247.00/HR |
| Registered Professional Land Surveyor..... | \$215.00/HR |
| Project Surveyor. | \$198.00/HR |
| Certified Photogrammetrist. | \$205.00/HR |
| 3 Person Survey Crew | \$240.00/HR |
| 2 Person Survey Crew | \$190.00/HR |
| 1 Person Survey Crew | \$140.00/HR |
| Construction Manager III..... | \$350.00/HR |
| Construction Manager II..... | \$281.00/HR |
| Construction Manager I..... | \$219.00/HR |
| Construction Observer III | \$195.00/HR |
| Construction Observer II | \$165.00/HR |
| Construction Observer I | \$135.00/HR |
| Sr. Right-of-Way Agent III or ROW Project Manager III..... | \$300.00/HR |
| Sr. Right-of-Way Agent II or ROW Project Manager II..... | \$260.00/HR |

(Continued)

| | |
|--|-----------------|
| Sr. Right-of-Way Agent I or ROW Project Manager I..... | \$215.00/HR |
| Right-of-Way Agent III..... | \$210.00/HR |
| Right-of-Way Attorney..... | \$205.00/HR |
| Right-of-Way Agent II..... | \$180.00/HR |
| Right-of-Way Agent I..... | \$140.00/HR |
| Right-of-Way Technician..... | \$125.00/HR |
| Administrative | \$135.00/HR |
| Clerical..... | \$105.00/HR |
| Field Data Device | \$40.00/HR/unit |

SUBSURFACE UTILITY ENGINEERING

| | |
|--|------------------|
| Two-Man Designating Crew (4-Hour Minimum) | \$262/HR |
| One-Man Designating Crew (4-Hour Minimum) | \$146/HR |
| Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)..... | \$370/HR |
| Terrestrial Scanner (excluding labor) (4-hr Min) | \$200/HR |
| Mobile LiDAR (excluding labor)..... | \$8,500/day |
| Helicopter | \$2,750/HR |
| UTV and Trailer (excluding labor) | \$200/day |
| Dump Trailer | \$75/day |
| Boat w/ motor..... | \$1,250/day |
| Ground Penetrating Radar (Equipment only) | \$300/day |
| Traffic Control Officer..... | @ Cost + 10% |
| Traffic Control (Lane Closures, etc.) | To Be Negotiated |
| Permits (Local, State, etc.)..... | @ Cost + 10% |
| Designation, Location & Traffic Control Vehicles..... | \$6.50/Mile |

REIMBURSABLE EXPENSES

| | |
|---|-----------------------|
| Consultant or Specialty Contractor (Outside Firm) | @ Cost + 10% |
| Courier, Special Equipment Rental | @ Cost + 10% |
| Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) | @ Cost |
| Mileage (Standard Car or Truck)..... | IRS Approved Rate |
| Per Diem for Out of Town Travel (Per Day/Person) | GSA Standard Rate/Day |
| Title Plant Charges | @ Cost + 10% |
| Other Misc. Expenses Related to the Project..... | @ Cost + 10% |

(Continued)

In-House Reproduction:

- Copies (Up to 11" x 17").....\$0.15/Each
- Color Prints (Up to 11" x 17").....\$1.50/Each
- Color Prints (Larger than 11" x 17")\$3.00/Sq. Ft.
- Bluelines (All Sizes).....\$1.00/Each
- Bond Prints (All Sizes).....\$2.00/Each
- Mylar Prints\$12.00/Each
- Vellum Prints\$9.00/Each

(*) Technology charges added to each billable man-hour.





EXHIBIT B - LEVEL OF EFFORT
COBB, FENDLEY AND ASSOCIATES, INC.
Basic Services for South Pasadena Plaza Drainage Study and Mitigation Analysis

| Date: 12/08/2025 | | Principal | Project Manager IV | Senior Engineer | Project Engineer II | Project Engineer I | Technician II | Admin Assist. | Sub-total Man-hours | Subtotal (cost \$) |
|-----------------------------------|---|-----------------|--------------------|-----------------|---------------------|--------------------|---------------|---------------|---------------------|---------------------|
| Billing Rate per Hour | | \$360.00 | \$320.00 | \$260.00 | \$195.00 | \$165.00 | \$121.00 | \$135.00 | | |
| BASIC SERVICES- PRELIMINARY PHASE | | LEVEL OF EFFORT | | | | | | | | |
| 1 | Coordination, meetings, invoicing, and site visit | | 4 | 8 | | 4 | | 4 | 20 | \$4,560.00 |
| 2 | Perform terrain analysis to determine overland sheetflow patterns to each outfall using LiDAR data and identify existing condition drainage area boundaries | | | 2 | | 12 | | | 14 | \$2,500.00 |
| 3 | Perform existing condition drainage calculations for the 2-, 10- & 100-year events using Atlas 14 rainfall data | | | 2 | | 8 | | | 10 | \$1,840.00 |
| 4 | Create an Existing Condition XP-SWMM or 2D HEC-RAS model using obtained survey and LiDAR data to represent existing condition | | | 8 | | 40 | | | 48 | \$8,680.00 |
| 5 | Evaluate the performance of the existing drainage system and identify problem areas | | 2 | 2 | | 4 | | | 8 | \$1,820.00 |
| 6 | Revise existing drainage areas where necessary for proposed drainage improvements | | | 1 | | 4 | | | 5 | \$920.00 |
| 7 | Prepare Proposed Condition Drainage Area Maps | | | | | 4 | | | 4 | \$660.00 |
| 8 | Perform proposed condition 2-, 10-, and 100-yr Atlas 14 hydrologic calculations | | | 2 | | 4 | | | 6 | \$1,180.00 |
| 9 | Perform 2-year static hydraulic calculations for proposed drainage system to size for adequate conveyance capacity of the 2-year rainfall event. | | 1 | 4 | | 16 | | | 21 | \$4,000.00 |
| 10 | Create proposed condition model for proposed alternative solutions (up to 3) | | 4 | 8 | | 40 | | | 52 | \$9,960.00 |
| 11 | Quantify impacts associated with proposed condition improvements associated with improved drainage system and roadway improvements | | 2 | 2 | | 2 | | | 6 | \$1,490.00 |
| 12 | Develop cost estimate for drainage related items | | | 1 | | 4 | | | 5 | \$920.00 |
| 13 | Prepare drainage study report with necessary maps, table, & exhibits | | 4 | 8 | | 60 | | | 72 | \$13,260.00 |
| 14 | Address City review comments (if any) | | 2 | 2 | | 16 | | | 20 | \$3,800.00 |
| Subtotal | | 0 | 19 | 50 | 0 | 218 | 0 | 4 | 291 | \$55,590.00 |
| Additional Services | | | | | | | | | | |
| 15 | Limited Topographic Survey (Hourly, Upon Authorization) | | | | | | | | | \$50,000.00 |
| Subtotal | | | | | | | | | | \$50,000.00 |
| Reimbursable Expenses | | | | | | | | | | |
| 16 | Reproduction, Mileage Delivery Charges, etc | | | | | | | | | \$2,000.00 |
| Subtotal | | | | | | | | | | \$2,000.00 |
| Total | | | | | | | | | | \$107,590.00 |

EXHIBIT C

South Pasadena Plaza Project Limits

Legend

-  B114
-  E-W Streets
-  N-S Streets
-  South Pasadena Plaza

