

**AGREEMENT BETWEEN COUNTY AND FREESE AND NICHOLS, INC. ENGINEER**

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THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

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**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2025,

Between the **COUNTY:** BRAZOS COUNTY, TEXAS  
c/o Brazos County Commissioners' Court  
Attention: County Judge  
200 South Texas Ave., Ste. 332  
Bryan, Texas 77803

and the **ENGINEER:** Freese and Nichols  
12770 Merit Drive, Suite 900  
Dallas, Texas 75251

for the following **SCOPE OF WORK:**

Update of the Brazos County Subdivision Regulations.

The COUNTY and ENGINEER agree as set forth below.

**ARTICLE I**  
**ENGINEER RESPONSIBILITY**

**1.1 ENGINEER'S SERVICE**

1.1.1 The ENGINEER'S services consist of those services performed by the ENGINEER, ENGINEER'S employees and the ENGINEER'S consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The ENGINEER'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ENGINEER shall submit for the COUNTY'S approval a schedule for the performance of the ENGINEER'S services, which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the COUNTY'S review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the COUNTY shall not, except for reasonable cause, be exceeded by the ENGINEER or the COUNTY.

**ARTICLE II**  
**SCOPE OF ENGINEER'S BASIC SERVICES**

2.1 The ENGINEER'S Basic Services consist of those described in attached Exhibit "A" and incorporated by reference hereto – SCOPE OF BASIC SERVICES TO BE PROVIDED BY FREESE AND NICHOLS, TO BRAZOS COUNTY.

**ARTICLE III**  
**ADDITIONAL SERVICES**

3.1 GENERAL

3.1.1 The services described in attached Exhibit "A" as Additional Services are not included in the Basic Services. It is expressly understood and agreed that ENGINEER shall not furnish any of the additional services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such additional services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

3.1.2 Services which could possibly be required, but at the time of this Agreement were yet to be determined and which are not included in the Basic Services or Additional Services as identified and described in EXHIBIT "A", shall be considered Contingent Additional Services. A list of possible Contingent Additional Services that could be needed as the Project proceeds is included at the end of Exhibit "A."

3.1.3 It is expressly understood and agreed that the ENGINEER shall not furnish any of the Contingent Additional Services without the prior written authorization of the COUNTY or the COUNTY'S designee. The COUNTY shall have no obligation to pay for such Contingent Additional Services, which have been performed without the prior written authorization of the COUNTY as herein above provided.

**ARTICLE IV**  
**COUNTY'S RESPONSIBILITY**

4.1 The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the ENGINEER in order to avoid unreasonable delay in the orderly and sequential progress of the ENGINEER'S service.

4.2 The COUNTY shall give prompt written notice to the ENGINEER if the COUNTY becomes aware of any fault or defect in the Project or non-conformance with the contract documents. Any delay by the COUNTY in providing said notice shall not constitute a waiver, a bar or act to estop the COUNTY from exercising any of its rights under this contract.

4.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.4 The proposed language of certificates or certifications requested of the ENGINEER or the ENGINEER'S consultants shall be submitted to the ENGINEER for review and approval at least 14 days prior to execution. The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.5 The COUNTY shall also provide those specific items identified in the attached Exhibit A incorporated by reference hereto – ITEMS TO BE PROVIDED BY THE COUNTY TO THE ENGINEER.

#### **ARTICLE V**

#### **USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

5.1 The COUNTY shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, reports and other documents prepared pursuant to this Agreement by the ENGINEER with the same force and effect as if the COUNTY prepared same. Copies of complete or partially completed mylar reproducible, preliminary layouts, record drawings, sketches, reports and other documents prepared pursuant to this Agreement shall be delivered to the COUNTY when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The ENGINEER may retain one set of reproducible copies of the documents and these copies shall be for the ENGINEER'S sole use in preparation of studies or reports for the COUNTY. The ENGINEER is expressly prohibited from selling, licensing, or otherwise marketing or donating these documents, or using the documents in preparation of other work for any other client, without the prior express written permission of the COUNTY.

5.2 All documents including reports, drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the COUNTY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purposes intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ENGINEER. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

5.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the ENGINEER'S reserved rights.

#### **ARTICLE VI**

#### **TERMINATION, SUSPENSION OR ABANDONMENT**

6.1 This Agreement may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.2 If the COUNTY suspends the Project for more than thirty (30) consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension.

6.3 This Agreement may be terminated by the COUNTY upon not less than fourteen (14) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If

the COUNTY abandons the Project for more than ninety (90) consecutive days, the ENGINEER may terminate this Agreement by giving written notice.

6.4 If the COUNTY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the ENGINEER may, after giving seven (7) days written notice to the COUNTY, suspend services under this Agreement.

6.5 Failure of the COUNTY to make payments to the ENGINEER in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

6.6 If the COUNTY fails to make payment when due to the ENGINEER for services and expenses, the ENGINEER may, upon seven (7) days written notice to the COUNTY, suspend performance of services under this Agreement. Unless the ENGINEER receives payment in full within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the COUNTY for delay or damage caused by the COUNTY because of suspension of services.

6.7 In the event of termination that is not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination, together with Reimbursable Expenses, if any, then due.

## **ARTICLE VII** **MISCELLANEOUS PROVISIONS**

7.1 Unless otherwise provided, this Agreement and all matters pertaining thereto shall be governed and determined by the Constitution and the laws of the principal place of business of the COUNTY. Venue for any dispute or disagreement regarding the terms of this Agreement shall be in Brazos County, Texas.

7.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

7.3 The COUNTY and the ENGINEER, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the ENGINEER shall assign this Agreement without the express written consent of the other party.

7.4 This Agreement represents the entire integrated agreement between the COUNTY and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the ENGINEER.

7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.

7.6 **COMPLIANCE AND STANDARDS.** The ENGINEER agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that

degree of care and skill commensurate with the engineering profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the ENGINEER'S performance.

7.8 INDEMNIFICATION: ENGINEER shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the ENGINEER, its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the ENGINEER, or of any person employed by the ENGINEER. The ENGINEER shall also save harmless the COUNTY from and against any and all expenses, including attorney's fees which might be incurred by the COUNTY in litigation, or otherwise, resisting said claims or liabilities which might be imposed on the COUNTY as the result of such activities by the ENGINEER, its agents or employees.

## **ARTICLE VIII** **PAYMENTS TO THE ENGINEER**

### 8.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

8.1.1 Upon approval by the COUNTY, or the COUNTY'S designee, payment for Basic Services shall be made monthly and shall be in proportion to services performed that month within each phase of service.

### 8.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

8.2.1 Upon approval by the COUNTY or the COUNTY'S designee of the ENGINEER'S statement of services rendered or expenses incurred, payment on account of the ENGINEER'S Additional Services and for Reimbursable Expenses shall be made monthly.

### 8.3 PAYMENTS WITHHELD

8.3.1 No deductions shall be made from the ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the ENGINEER has been found to be liable.

### 8.4 ENGINEER'S ACCOUNTING RECORDS

8.4.1 Records of Reimbursable Expenses pertaining to Additional Services and services performed on an hourly basis shall be available to the COUNTY or the COUNTY'S authorized representative at mutually convenient times.

### 8.5 LIMIT OF APROPRIATION

8.5.1 Prior to the execution of this Agreement, the ENGINEER has been advised by the COUNTY and the ENGINEER fully understand and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that ENGINEER may become entitled to hereunder, and the total maximum sum that the COUNTY shall become liable to pay to the ENGINEER hereunder, shall not, under any conditions,

circumstances or interpretations hereof, exceed the sum certified as available by the County Auditor in the Auditor's Certificate attached hereto.

## **ARTICLE IX** **BASIS OF COMPENSATION**

The COUNTY shall compensate the ENGINEER from funds obtained through current revenue of Brazos County as follows:

### 9.1 BASIC COMPENSATION

9.1.1 For Basic Services, as described in Article 2, Basic Compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

### 9.2 COMPENSATION FOR ADDITIONAL SERVICES

9.2.1 For Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

### 9.3 COMPENSATION FOR CONTINGENT ADDITIONAL SERVICES

9.3.1 For Contingent Additional Services of the ENGINEER, as described in Article 3, compensation shall be computed as follows:

In accordance with the attached Exhibit "A" incorporated by reference hereto, SCHEDULE OF FEES.

9.3.2 Payments shall be made by the COUNTY in accordance with Texas Government Code Chapter 2251. The COUNTY shall pay the ENGINEER'S invoice as approved by the COUNTY's designee within thirty (30) days after the COUNTY'S designee's approval of the same, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the ENGINEER to the point indicated by such invoice or of receipt or acceptance by the COUNTY of the work covered by such invoice.

## **ARTICLE X** **OTHER CONDITIONS OR SERVICES**

### 10.1 INSURANCE

10.1.1 The ENGINEER shall file with the COUNTY a Certificate of Errors and Omissions Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and annual One Million and No/100 Dollars (\$1,000,000.00) aggregate. Such Errors and Omissions Insurance shall have a deductible not in excess of Five Hundred Thousand and No/100 Dollars (\$500,000.00) self-insured. Such Certificate shall bear the endorsement "Not to be canceled without thirty (30) days prior notice to BRAZOS COUNTY, TEXAS." The

ENGINEER shall maintain the Errors and Omissions Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

10.1.2 The ENGINEER shall also provide Worker's Compensation, automobile and comprehensive general liability policies. The ENGINEER shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. If the ENGINEER has canceled or allowed to lapse any of these insurance policies then the COUNTY may pay for such insurance and may hold the amount of such payment out of the ENGINEER's fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

## 10.2 PERIODS OF SERVICE

10.2.1 The ENGINEER shall begin work immediately upon receipt of the Notice-to-Proceed in writing by the COUNTY or the COUNTY's designee. The project will proceed according to the schedule shown in Exhibit "B." The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the ENGINEER.

10.2.2 Working days shall be defined as standard workdays between Monday and Friday, exclusive of holidays.

10.2.3 This schedule assumes an orderly progression of the ENGINEER'S services. Delays beyond the control of the ENGINEER may be cause for extension of this period of service, in which case the ENGINEER shall submit in writing to the COUNTY its request for such extensions a minimum of thirty (30) calendar days prior to the end of the affected service period.

10.2.4 If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time or performance of the ENGINEER'S services shall be adjusted equitably.

This Agreement entered into as of the day and year first written above.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in force and effect.

**BRAZOS COUNTY, TEXAS**

**FREESE AND NICHOLS, INC.**

\_\_\_\_\_  
County Judge



\_\_\_\_\_  
by: Chance Sparks  
Principal

Acting by and through the authority of  
the Brazos County Commissioners Court

Attest:

\_\_\_\_\_  
County Clerk

Approved as to Form:

\_\_\_\_\_  
General Counsel

BRAZOS COUNTY  
UPDATE AND REWRITE OF COUNTY SUBDIVISION REGULATIONS  
SCOPE OF SERVICES

ARTICLE I

**PROJECT UNDERSTANDING**

The Project is the revision of the "Brazos County Subdivision Regulations" to produce a new document that establishes and improves existing subdivision standards and procedures.

Freese and Nichols, Inc. (FNI) understands the County's desire to accommodate continued growth and development while verifying proper development review and implementing development controls. The principal objective of updating the regulations is to establish a set of development standards and procedures that promote orderly development, preserve the character and quality of the region, and contribute to the overall well-being of County residents.

The County intends to develop user-friendly Subdivision Regulations that are procedural and comprehensive in their approach. The intended deliverable is a user-friendly document that is easy to read and administer. The Subdivision Regulations design will refer to other sections and/or documents that reduce the rewrite of information, directs the reader to additional subject-specific information, and provides guidance and/or requirements contained in other documents (i.e., ordinances, fee schedules, applications, permits, checklists, design standards, etc.).

Additionally, Brazos County has identified the potential for additional services to assist with the update of other regulations, such as floodplain regulations and the interlocal agreements (ILAs) with the County's municipalities that govern subdivision regulations in the municipal extraterritorial jurisdictions (ETJs).

**PROJECT OVERVIEW**

FNI proposes –to revise the current SUBDIVISION REGULATION (SR) document as outlined below.

- A. New Document
  - 1. FNI will create a new document in Microsoft Word.
  - 2. FNI will make recommendations related to definitions, policies, standards and procedures to ensure compliance with current State law.

- B. General Approach to Preparation of the Subdivision Regulations

The updated subdivision regulations will implement the recommendations of the Subdivision Regulations Diagnostic Report (as adopted by the Commissioners Court in October 2024) and generally be organized as follows and address the following topics; however, the actual sections and subsections shown below are subject to change throughout the review and feedback process:

- 1. Section 1: General Provisions
- 2. Section 2: Administration and Review Procedures
- 3. Section 3: Platting
  - 3.1. Subsection 1: General Provisions
    - 3.1.1. Site Restriction/Variations (Plat)
    - 3.1.2. Pre-Development Meeting

- 3.1.3. Plat Type/Action
  - 3.1.3.1. Preliminary Plat
  - 3.1.3.2. Final Plat
  - 3.1.3.3. Minor Plat
  - 3.1.3.4. Plat Amendment
  - 3.1.3.5. Plat Vacation
  - 3.1.3.6. Replat
- 3.1.4. Plat Recordation
- 3.1.5. Forms and Templates
- 3.2. Subsection 2: Plat Approval Procedures
  - 3.2.1. Preliminary Plat
  - 3.2.2. Final Plat
  - 3.2.3. Minor Plat
  - 3.2.4. Plat Amendment
  - 3.2.5. Plat Vacation
  - 3.2.6. Replat
- 3.3. Subsection 3: Infrastructure Development Plan
  - 3.3.1. Manufactured Home Rental Communities
- 3.4. Subsection 4: Applications/Permits
- 4. Section 4: Drainage
  - 4.1. Subsection 1: General Provisions
  - 4.2. Subsection 2: Stormwater Management Plan (SWMP)/Flood Study
  - 4.3. Subsection 3: Floodplain Management
- 5. Section 5: On-Site Sewer Facilities
- 6. Section 6: Road Standards and Construction
  - 6.1. Subsection 1: General Provisions
  - 6.2. Subsection 2: Subdivision Design Standards
    - 6.2.1. Adequate Public Facilities
    - 6.2.2. Subdivision with Gated Entries and Private Streets
    - 6.2.3. Lot Type and Design
    - 6.2.4. Formation of Homeowners' or Property Owners' Associations
    - 6.2.5. Drainage Standards
    - 6.2.6. Floodplain Management
    - 6.2.7. Water and Wastewater Services
    - 6.2.8. Apportionment of County Infrastructure Costs
    - 6.2.9. Subdivisions along County Lines
  - 6.3. Subsection 3: Subdivision Construction Procedures
    - 6.3.1. Required Infrastructure
    - 6.3.2. Construction Plans
    - 6.3.3. Pre-Construction Meeting
    - 6.3.4. Construction Plan Release
    - 6.3.5. Construction of Public Improvements
    - 6.3.6. Inspection of Public Improvements
    - 6.3.7. Warranty Bond
    - 6.3.8. Acceptance of Public Improvements
    - 6.3.9. Acceptance and Abandonment of Right-of-Way
- 7. Section 7: Definitions
  - 7.1. Terms Beginning With "A" Through "E"
  - 7.2. Terms Beginning With "F" Through "J"

7.3. Terms Beginning With "K" Through "O"

7.4. Terms Beginning With "P" Through "T"

7.5. Terms Beginning With "U" Through "Z"

C. Cross-References to other Related County Codes

1. FNI will include cross-references to other related County Codes (e.g., Public Health, Fire Marshall) and regulations (Substandard Road Policy, cell towers, etc.).
2. FNI will also include cross-references to adopted Interlocal Agreements (ILAs) and ensure the subdivision regulations are free of conflicts with any adopted ILA.
3. These cross-references are intended to be a single or multipage list or outline summarizing the separate documents and where the documents can be located in the County's records.
4. FNI will work with County Staff to determine which County Codes and regulations will be cross-referenced in the subdivision regulations.

D. Local Amendments to Bryan/College Station Unified Design Guidelines

1. FNI will review and work with the County to recommend County-specific amendments to the 2024 Bryan/College Station Unified Design Guidelines (B/CS UDG), Specifications and Details as effective April 15, 2024.
2. Amendments will be developed in a redline format for review and discussion with County staff over two (2) virtual discussion meetings.
3. Following the draft of the B/CS UDG amendments, County staff will then be responsible for adoption of the amendments pursuant to procedures adopted by the County or applicable under State Law.

E. Meetings and Trips

1. See Exhibit A (Project Schedule) for a proposed list of in-person and online meetings. In-person and online meetings are denoted on the schedule.
2. A total of six (6) trips are designated within the schedule and budget for the project and will generally be allocated according to Exhibit A (Project Schedule). If the County and FNI determine that it is in the best interest of both parties to combine trips and meetings, the schedule may be revised through simple written agreement such as an email.
3. Two (2) virtual discussion meetings for County Staff and FNI Staff to discuss B/CS UDG amendments.

**DELIVERABLES FOR THE DEVELOPMENT OF BASIC SERVICES**

- A. All drafts and final deliverables will be electronic submittals in Microsoft Word and Adobe PDF files.

## ARTICLE II

### **ADDITIONAL SERVICES:**

Additional Services that are **not** included in the above-described basic services to be performed by FNI, if authorized by the Client, include:

- A. Review and/or rewrite the County's Sign Regulations.
- B. Review and/or rewrite the County's On-site Sewage Facilities (OSSF) Regulations.
- C. Review and/or rewrite the County's Floodplain Regulations.
- D. Review and/or rewrite the County's Subdivision Interlocal Agreements (ILAs) with local municipalities.
- E. Preparing documents or revisions not listed as basic services.
- F. Preparing any engineering standards, plans, or drawings not listed above.
- G. Meetings exceeding the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- H. Assisting the Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- I. Assisting the Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- J. Providing basic or additional services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- K. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

## ARTICLE III

### A. TIME OF COMPLETION:

FNI is authorized to commence work upon execution of this AGREEMENT and will follow the monthly schedule provided in EXHIBIT A. If other or additional phases are desired a contract amendment is required.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client/County or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE IV

**DESIGNATED REPRESENTATIVES:** FNI and Owner designate the following representatives:

Owner's Designated Representative –

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Owner's Accounting Representative –

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

FNI's Designated Representative –

Daniel Harrison, AICP  
12770 Merit Drive, Suite 900  
Dallas, Texas 75251  
(214) 217-2374  
daniel.harrison@freese.com

FNI's Accounting Representative –

Stephanie Kirchstein  
12770 Merit Drive, Suite 900  
Dallas, Texas 75251  
(214) 217-2212  
stephanie.kirchstein@freese.com

PROJECT SCHEDULE

Brazos County   Subdivision Regulations Update										
Item #	Item or Meeting	Month								
Subdivision Regulations (SR)		1	2	3	4	5	6	7	8	9
1	FNI prepares and submits the <u>preliminary draft</u> of the SR document to County Staff									
BCS1	Virtual Meeting (1 of 2)   Identify needed Brazos County Amendments to the BCS Guidelines									
2	Meeting #1 (in-person): County Staff and FNI have a work session to review <u>preliminary draft</u>									
P.E.	Public Engagement (In-Person Per the Public Engagement Plan)   Input and Education									
3	FNI updates and submits the <u>revised draft</u> of the SR document to County Staff									
4	Meeting #2 (Virtual): County Staff and FNI have a work session to review <u>revised draft</u>									
BCS2	Virtual Meeting (2 of 2)   Finalize the BCS Guidelines Amendments									
5	FNI updates and submits the <u>final draft</u> of the SR document to County Staff									
6	Meeting #3 (In-Person): Presentation to Commissioners Court work session on <u>final draft</u>									
P.E.	Public Engagement (In-Person Per PEP): 2-day meeting series to present <u>final draft</u> SR									
7	Meeting #4 (In-Person): Commissioners Court Public Hearing and approval of the <u>final document</u>									
P.E.	Public Engagement (In-Person per PEP): Staff and external user training on SR and processes									

## SCHEDULE OF FEES

FNI shall perform professional services under this Agreement for a lump sum fee of \$166,800.00.