

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and SES Horizon Consulting Engineers, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for the construction of boulevard-type concrete roadway and other improvements to John Sharp Drive between SH 99 to FM 1464 under 2017 Mobility Bond Project No. 17421x (hereinafter “Services”) pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render the professional engineering services as described in Contractor’s proposal dated July 24, 2020, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is seven hundred thirty-four thousand thirteen dollars and 20/100 (\$734,013.20) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of seven hundred thirty-four thousand thirteen dollars and 20/100 (\$734,013.20) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed seven hundred thirty-four thousand thirteen dollars and 20/100 (\$734,013.20).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2022. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County’s reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor’s final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/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:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court 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 Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants 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.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County

immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Contractor: SES Horizon Consulting Engineers, Inc.
10101 Southwest Freeway, Suite 400
Houston, Texas 77074

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

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 Fort Bend 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 the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

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.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

SES HORIZON CONSULTING ENGINEERS, INC

KP George, County Judge



Authorized Agent – Signature

Date

Epifanio E. Salazar, Jr., P.E.

Authorized Agent – Printed Name

ATTEST:

Principal

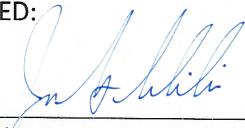
Title

Laura Richard, County Clerk

September 2, 2020

Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A



July 24, 2020

Fort Bend County Engineering Department
C/O Mr. Robert W. Barnett, P.E.
LJA Engineering
2929 Briarpark Drive, Suite 600
Houston, Texas 77042

Reference Project:
2020 Fort Bend County (FBC) Mobility Program
John Sharp Drive
From: SH 99 To FM 1464
Fort Bend Project No. 1742X

Dear Mr. Barnett:

SES Horizon Consulting Engineers, Inc. (SES) respectfully submits this fee proposal for the above referenced project to include the professional engineering, geotechnical engineering and topographic surveying services for the preparation of the subject project construction documents. The project scope includes a new boulevard type roadway construction (100 foot right of way to include two – two lane travel ways, left turn bays, a closed storm sewer system, existing water line/service line adjustments and existing sanitary sewer line/service line adjustments) on John Sharp Drive between SH 99 To FM 1464. Fort Bend County plans to construct half of the above referenced boulevard section and design the entire boulevard section. The approximate length of the project is 5,000 linear feet with an estimated construction cost of \$4,863,200.00 (for half of the boulevard section), as provided by Fort Bend County.

The project will be prepared in accordance with the following documents provided by the Program Manager:

Attachment A – 2020 Mobility Bond Program Summary Of Design Process
Attachment B – Mobility Design Standards

The proposal assumes that any changes to the design concepts will be provided during the Preliminary Engineering Phase (30% Submittal). Changes to the design concepts requested after the Preliminary Engineering Phase may result in additional services. An estimate of additional services will be provided upon request.

Compensation:

SES proposes to perform the services described in Attachments A and B for the fees indicated below.

Reference Project:
2020 Fort Bend County Mobility Program
John Sharp Drive
From: SH 99 To FM 1464
Fort Bend Project No. 17421X
July 24, 2020
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Basic Services

Geotechnical Engineering Services \$ 25,897.00

Preliminary Engineering Phase (PER):

SES Preliminary Design \$234,466.20

Topographic Survey \$ 23,100.00

Control And Monumentation –

Prepare Survey Control Map \$ 9,470.00

Subtotal PER Phase \$292,933.20

Final Plans Phase:

Preparation Of PS&E \$364,424.00

Subtotal Basic Services \$657,357.20

Bid Phase And Construction Phase Services \$ 39,661.00

Additional Services:

Right Of Way Mapping (5 Parcels, Abstracting) \$ 4,500.00

Right Of Way Mapping –

(5 Parcels, Parcel Plats/Metes And Bounds) \$ 7,845.00

Right Of Way Mapping (Right Of Way Map) \$ 24,650.00

Total Additional Services \$ 36,995.00

Total Fee Proposal \$734,013.20

Exclusions:

1. Environmental services, including but not limited to, preliminary wetlands investigations and Phase I Environmental Site Assessment
2. Fault Studies
3. Subsurface utility exploration to determine exact locations and depths. Utility coordination is included in our fee proposal and utility locations will be determined and be based on 811 call, record drawings, and communication with utility companies.
4. Utility company signatures on completed drawings.
5. Construction Staking.
6. Material testing during construction.
7. Construction inspection services.
8. Construction management services, including processing of pay applications, change orders, etc..

Reference Project:

2020 Fort Bend County Mobility Program

John Sharp Drive

From: SH 99 To FM 1464

Fort Bend Project No. 17421X

July 24, 2020

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Please review and advise if you require any additional information and/or clarifications. We look forward to providing this service to **FBC**.

Sincerely,

SES HORIZON CONSULTING ENGINEERS, INC.

TBPE Firm Registration Number 3922

A handwritten signature in blue ink that reads "Epi E. Salazar Jr. P.E.".

Epifanio (Epi) E. Salazar Jr., P.E., Principal

Fort Bend County 2020 Mobility Bond Program Fee Estimate Worksheet

Project : John Sharp Drive From SH 99 To FM 1464

TASK DESCRIPTION	PRINCIPAL	PROJECT COORDINATOR	STRUCTURAL ENGINEER	SENIOR ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	TECHNICIAN	ADMINISTRATION	TOTAL HOURS	Task Total
1. Preliminary Design (LS)										
Establish a Typical Cross Section					8	8			16	\$ 1,680.00
Determine ROW Acquisition Needs					32	32			64	\$ 6,720.00
Determine Potential Conflicts with existing facilities & utilities					24	24			24	\$ 3,120.00
Identify Critical Path Items					24	24			24	\$ 3,120.00
Identify Problem Areas and Potential Resolutions					32	32			32	\$ 4,160.00
Site Visit					40	40			40	\$ 5,200.00
Site Visit Construction Cost Estimate					280	280			560	\$ 68,800.00
Prepare 30% Plans (Roadway And Drainage - 14 Sheets)					112	112			224	\$ 23,520.00
Prepare 30% Plans (Water - 14 Sheets)					112	112			224	\$ 23,520.00
Prepare 30% Plans (Sanitary - 14 Sheets)					112	112			224	\$ 23,520.00
Hydraulic/Damtonem Requirement Analysis					40	40			40	\$ 5,200.00
FM 1464 Traffic Signal Warrant Study					40	40			40	\$ 5,200.00
Utility Coordination (CPE, Gas, CPE Electric, Private Pipelines and Communications)					40	40			40	\$ 5,200.00
Utility Coordination (TDCJ Record Drawings Review And Assessment)					80	80			160	\$ 20,800.00
Topographic Survey					12	12			20	\$ 2,640.00
Control & Monumentation - Prepare Survey Control Map					12	12			20	\$ 2,640.00
Right-of-way Mapping (5 Parcels, Abstracting)					0	0			0	\$ 0.00
Right-of-way Mapping (6 Parcels, Parcel Plans/Metes And Bounds)					0	0			0	\$ 0.00
Right-of-way Mapping (Right Of Way Map)					0	0			0	\$ 0.00
Geotechnical Investigation					0	0			0	\$ 0.00
Survey And Geotechnical Coordination	40				0	0			40	\$ 5,200.00
Project Management & Meetings	40				0	0			40	\$ 5,200.00
Project Management & Meetings With LID, MUD And Adjacent FBC Mobility Project	40				0	0			40	\$ 5,200.00
Project Management & Meetings With TXDOT, GPRA And TDCJ	40				0	0			40	\$ 5,200.00
Preliminary Phase Expenses					0	0			0	\$ 0.00
2. Final Design (LS)										
Cover Sheet & Index					4	4			8	\$ 1,040.00
Quantity Takeoff (Final)					0	0			0	\$ 0.00
Quantities (Summary Sheets - Optional)					0	0			0	\$ 0.00
Typical Sections (70% Final)					24	24			40	\$ 4,400.00
Project Layout					16	16			32	\$ 3,360.00
Drainage Area Maps					80	80			160	\$ 16,800.00
Drainage Calculations					240	240			320	\$ 37,600.00
Plan and Profile Sheets (Roadway And Drainage, 14 Sheets)					350	350			700	\$ 73,500.00
Plan and Profile Sheets (Water Line Main And Service Connections, 14 Sheets)					140	140			280	\$ 29,400.00
Plan and Profile Sheets (Sanitary Line Gravity/Force Main And Service Connections, 2 Sheets)					40	40			80	\$ 8,400.00
Plan and Profile Sheets (Utility To Oyster Creek, 2 Sheets)					24	24			40	\$ 4,400.00
Intersection Layouts or Cross Street Details At FM 1464					16	16			32	\$ 3,360.00
Driveway Schedule For Private Driveways					24	24			40	\$ 4,400.00
Signal Timing Studies					12	12			20	\$ 2,640.00
TDCJ Approval Signage (Interim And/Or Final)					24	24			36	\$ 4,080.00
TDCJ Overview & Narrative					0	0			0	\$ 0.00
Detail Plans (with County Approval only)					40	40			56	\$ 6,400.00
Traffic Control Plan					0	0			0	\$ 0.00
Temporary Traffic Signal Plans					40	40			80	\$ 8,400.00
SWPPP Sheets					24	24			48	\$ 5,040.00
Culvert/Bridge Layouts					16	16			32	\$ 3,360.00
Culvert/Bridge Detail Sheets					60	60			120	\$ 12,600.00
Design Calculations					16	16			32	\$ 3,360.00
Signing & Pavement Markings					0	0			0	\$ 0.00
Detail Sheets					0	0			0	\$ 0.00
Standard Details					16	16			32	\$ 3,360.00
Standard Details - Bid Form					24	24			40	\$ 4,400.00
Standard Details - Bid Form					24	24			40	\$ 4,400.00
Construction Cost Estimate (Roadway, Drainage, Water And Sanitary)					100	100			116	\$ 14,280.00
Utility & Agency Approvals & Signatures					24	24			40	\$ 4,400.00
Cross Sections With Earthwork Calculations					80	80			160	\$ 16,800.00
Responses to Comments					40	40			80	\$ 8,400.00
Project Management & Meetings	8				30	30			38	\$ 5,116.00
Project Management & Meetings With TXDOT, GPRA And TDCJ	12				40	40			52	\$ 7,624.00
Project Management & Meetings With FBC/DLID, MUD And Adjacent FBC Mobility Project	12				40	40			52	\$ 7,624.00
Final Design Phase Expenses					0	0			0	\$ 0.00
3. Bid & Construction Phase Services (T&M)										
Project Manual & Plans (PDF Format on Compact Disc - 28)		8			60	0		18.5	87	\$ 9,255.00
Attend Pre-Bid Meeting & Address Questions		4			16	0			16	\$ 1,680.00
Attend Pre-Construction Meeting		4			16	0			16	\$ 1,680.00
Review Contractor Submittals (Roadway, Storm, Water And Sanitary)					60	0			60	\$ 7,800.00
Answering Requests for Information					60	0			60	\$ 7,800.00
Substantial Completion Walkthrough	8				8	0			16	\$ 2,056.00
Record Drawings					8	20			28	\$ 2,840.00
Bid & Construction Phase Expenses					0	0			0	\$ 0.00
MANHOUR SUBTOTAL	160	16	0	0	2768	1934	0	18.5	4,897	
LABOR RATE PER HOUR	\$202.00	\$150.00	\$0.00	\$0.00	\$135.00	\$60.00	\$59.00	\$50.00		
SUBTOTAL LABOR	\$32,320.00	\$2,400.00	\$0.00	\$0.00	\$359,940.00	\$154,792.00	\$0.00	\$925.00		
TOTAL										\$ 734,013.20

FORT BEND COUNTY
 JOHN SHARP DRIVE
 FROM: SH 99 TO FM 1464
 PROJECT NO.

					ENGINEER'S ESTIMATE	
Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity	Unit Price	Total Price
A SITE PREPARATION & WORK ZONE						
1	Clearing and Grubbing Prepare ROW as Shown on Plans, Including Clean-Up and Maintenance	102	LS	1	\$120,000.00	\$120,000.00
2	Project Sign, Complete in Place	Drawings	EACH	2	\$1,000.00	\$2,000.00
3	Tree Protection & Trimming	501	LS	1	\$3,500.00	\$3,500.00
4	Video Recording Construction	561	LS	1	\$2,000.00	\$2,000.00
					Subtotal of A	\$127,500.00
B REMOVALS						
5	Road Excavation Including 3" of Top Soil Stripping	110	CY	26,261	\$12.00	\$315,132.00
6	Removal and Disposal of Manholes (All Depths)	495	EACH	10	\$600.00	\$6,000.00
7	Removal and Disposal of Culverts, All Types All Sizes	495	LF	300	\$12.00	\$3,600.00
8	Removal and Disposal of Water Lines, All Sizes	495	LF	5,000	\$10.00	\$50,000.00
9	Removal and Disposal of Sanitary Sewer Lines, All Sizes	495	LF	5,000	\$10.00	\$50,000.00
10	Remove and Relocate Traffic Signs, Mail Boxes, Roadway Signs	500	LS	1	\$5,000.00	\$5,000.00
					Subtotal of B	\$429,732.00
C ROADWAY (Quantities Are For Half Blvd., One Travelway With Two Lanes)						
11	Lime Stabilized Subgrade Manipulation, 8" Depth (For Concrete Pavement And Concrete Driveways)	220	SY	16,967	\$3.65	\$61,927.94
12	Hydrated Lime (Slurry Applied) for Stabilization	221	TON	458	\$182.00	\$83,374.20
13	Hot Mix Asphalt Concrete Base Course (Black Base) (6" Depth)	250	TON	375	\$125.00	\$46,875.00
14	Prime Coat/Sealer	310	GAL	1,150	\$75.00	\$86,250.00
15	Hot Mix - Hot Laid Asphalt Concrete (2" Depth)	340	TON	125	\$125.00	\$15,625.00
16	Reinforced Concrete Pavement - 8" Depth	360	SY	14,879	\$61.50	\$915,062.19
17	Concrete Curb Install 6-Inch Concrete Curb	530	LF	9,286	\$3.50	\$32,501.00
18	4-1/2" Concrete Sidewalk	530	SY	2,569	\$51.00	\$131,041.44
19	Concrete ADA Ramp (all types including truncated domes)	530	SY	55	\$87.50	\$4,812.50
20	Medians and Directional Islands	535	SY	89	\$40.00	\$3,560.00
21	Coloring Concrete For Median Noses	536	SY	89	\$8.00	\$712.00
					Subtotal of C	\$1,381,741.27
D SWPPP						
22	Sodding for Erosion Control (various widths) Complete in Place	162	SY	21,733	\$5.00	\$108,666.65
23	Hydro-mulch Seeding	165	ACRE	4.49	\$1,720.00	\$7,722.80
24	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	700	EACH	2	\$325.00	\$650.00

FORT BEND COUNTY
 JOHN SHARP DRIVE
 FROM: SH 99 TO FM 1464
 PROJECT NO.

						ENGINEER'S ESTIMATE	
Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity	Unit Price	Total Price	
25	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	713	LF	9,720	\$2.50	\$24,300.00	
26	Inlet Protection Barrier (Stage 1, With Reinforced Filter Fabric Fence; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	719	EACH	24	\$83.00	\$1,992.00	
27	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	724	SY	900	\$22.00	\$19,800.00	
28	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	730	LS	3	\$1,000.00	\$3,000.00	
29	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost removal)	741	EACH	24	\$77.95	\$1,870.80	
30	SWPPP Inspection and Maintenance (Min. Bid - Required.)	751	MONTH	18	\$534.00	\$9,612.00	
						Subtotal of D	\$177,614.25
E DRAINAGE							
31	Trench Safety Systems, 5' to 10' Depth Install and Maintain Trench Safety System.	429	LF	4,860	\$5.00	\$24,300.00	
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	460	LF	1,000	\$120.00	\$120,000.00	
33	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	460	LF	1,000	\$140.00	\$140,000.00	
34	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	460	LF	1,000	\$160.00	\$160,000.00	
35	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (48")	460	LF	1,000	\$185.00	\$185,000.00	
36	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (54")	460	LF	510	\$200.00	\$102,000.00	
37	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (60")	460	LF	351	\$210.00	\$73,710.00	
38	Corrugated Metal Pipe (84")	460	LF	275	\$400.00	\$110,000.00	
39	Dry Rip Rap At Outfall		SY	833	\$100.00	\$83,333.00	
40	Outfall Tmber Structure		EACH	1	\$1,000.00	\$1,000.00	
41	Precast Concrete Standard Manhole for 42-in dia. and smaller sewers	471	EACH	6	\$3,500.00	\$21,000.00	
42	Precast Concrete Standard Manhole for greater than 42-in dia. sewers	471	EACH	6	\$5,000.00	\$30,000.00	
43	Type "C" Inlet	472	EACH	10	\$3,000.00	\$30,000.00	
44	Type "C - 1" Inlet	472	EACH	10	\$4,000.00	\$40,000.00	
45	Type "E" Inlet	472	EACH	4	\$4,000.00	\$16,000.00	
46	CCTV Inspection of Storm Sewer	563	LS	1	\$6,000.00	\$6,000.00	
						Subtotal E	\$1,142,343.00
F SIGNING AND PAVEMENT MARKINGS							
47	Aluminum Signs (Ground Mounted) - Furnish & Install	624	EACH	40	\$310.00	\$12,400.00	
48	ReflectORIZED Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied	660	LF	3,645	\$2.25	\$8,201.25	
49	ReflectORIZED Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	660	LF	300	\$5.00	\$1,500.00	

FORT BEND COUNTY
 JOHN SHARP DRIVE
 FROM: SH 99 TO FM 1464
 PROJECT NO.

						ENGINEER'S ESTIMATE	
Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity	Unit Price	Total Price	
50	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	660	LF	300	\$15.00	\$4,500.00	
51	12" Yellow Curb Paint For Medians	660	LF	1,000	\$10.00	\$10,000.00	
52	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied	660	EACH	4	\$165.00	\$660.00	
53	Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	660	EACH	4	\$185.00	\$740.00	
54	Reflectorized Pavement Markers Type II-C-R - Furnish & Install	663	EACH	400	\$5.00	\$2,000.00	
55	Traffic Signal At FM 1464		EACH	1	\$200,000.00	\$200,000.00	
56	Barricades	670	EACH	8	\$450.00	\$3,600.00	
Subtotal F						\$243,601.25	
G TRAFFIC CONTROL ITEMS							
57	Traffic Control - Furnish-Install & Remove	671	MONTH	18	\$2,000.00	\$36,000.00	
58	Traffic Control - Furnish-Install & Remove Portable Changeable Message Signs (Two Signs) For Advance Warning And Traffic Direction Switch	671	MONTH	2	\$3,800.00	\$7,600.00	
Subtotal G						\$43,600.00	
H SANITARY ITEMS							
59	8" Sanitary Sewer Line By Open Cut, PVC		LF	5,000	\$120.00	\$600,000.00	
60	Sanitary Sewer Service Connections Including Cleanouts		EACH	20	\$1,200.00	\$24,000.00	
Subtotal H						\$624,000.00	
I WATER ITEMS							
61	8" WaterLine By Open Cut, PVC		LF	5,000	\$120.00	\$600,000.00	
62	Water Service Connections		EACH	20	\$1,200.00	\$24,000.00	
63	Fire Hydrants		EACH	10	\$2,000.00	\$20,000.00	
64	Fire Hydrant Leads, 6"		LF	100	\$80.00	\$8,000.00	
Subtotal I						\$652,000.00	

FORT BEND COUNTY
 JOHN SHARP DRIVE
 FROM: SH 99 TO FM 1464
 PROJECT NO.

					ENGINEER'S ESTIMATE	
Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity	Unit Price	Total Price
J EXTRA WORK ITEMS						
65	6-inch Non Reinforced Seal Slab	430	SY	100	\$25.00	\$2,500.00
66	Well Pointing System Well Pointing (Min Bid: \$15/LF)	436	LF	500	\$19.00	\$9,500.00
67	Construction Safety Fence	559	LF	10,000	\$2.00	\$20,000.00
68	Maintenance and Cleanup of the Project Site Include Mowing	560	MONTH	18	\$900.00	\$16,200.00
69	Uniform Peace Officer (Minimum: \$25./HR)	672	HOUR	160	\$38.00	\$6,080.00
					Subtotal J	\$54,280.00
					GRAND TOTAL (Items A-J)	\$4,876,411.77

Contingency (7.00%) **\$341,348.82**
 Total Including Contingency (7.00%) **\$5,217,760.60**

April 14, 2020

Proposal No: GP2020-0403 Rev 1

Mr. Epifanio Salazar, Jr., P. E.
SES Horizon Consulting Engineers
10101 Southwest Freeway Suite 400
Houston, Texas 77074

Reference: Proposal for Geotechnical Investigation
Owens Road from FM 1464 to SH 99
Fort Bend County, Texas

Dear Mr. Salazar,

Associated Testing Laboratories, Inc. (ATL) is pleased to submit the proposal for the above-referenced project. The scope of work entails a Geotechnical Investigation in accordance with procedures and guidelines of Harris County District. The project alignment is approximately 6,000-ft in length, as shown in **Figure 1: Project Alignment Plan**.

PROJECT DESCRIPTION

The project consists of widening of existing roadway starting from 300-ft West of SH99 to 300-ft East of FM 1464 in Fort Bend County, Texas.

Construct a 2-lanes concrete pavement, construct half boulevard section with curbs and storm sewer laterals, sidewalks. Preliminary information indicates that the proposed storm sewer sizes will be 24 inches to 54-inches. The estimated invert depth of the proposed storm sewers is about 10 feet below existing grade.

SCOPE OF WORK:

The proposed scope of this geotechnical investigation will entail conducting a geotechnical investigation involving eleven (11) 15-ft deep soil borings, soil borings to evaluate the subsurface soils and groundwater conditions. Two (2) 15-ft deep piezometers will be installed to collect the 24-hr, 7- and 30-days groundwater level information.

The scope of the project also includes roadway improvements, sidewalks and storm sewer installations along the Owens road starting from 300-ft West of SH99 to 300-ft East of FM 1464.

GEOTECHNICAL INVESTIGATION

Field Exploration

ATL assumes the existing project alignment will be accessible with our truck-mounted drill rig, and traffic control signs and cones will be use during drilling operation for work personnel safety. ATL

assumes that the permission to access to the proposed boring locations along the project alignment will be provided at ATL at no cost.

Based on the available project information, ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site boring location plans are presented in **Figures 1: Proposed Boring Location Plan.**

Type	Total No of Boring	Depth (ft)	Total Depth (ft)
Borings (B-1 thru B-11)	11	15	165
Piezometer (PZ-1& PZ-2)	2	15*	30*

*Not Included in Total Depth

Soil samples will be obtained continuously to a depth of 15 ft. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.

Depth to ground water will be important for the design and construction of this project. For this reason, the borings will be drilled dry and the depth at which groundwater is encountered will be recorded. The boreholes will be left open for 24 hours, and 24-hour water level will be recorded, and the boreholes will be grouted after the completion of drilling and sampling. two (2) 15-ft deep piezometers will be installed to monitor the 24-hr, 7- and 30-day ground water level. The piezometers will be pulled and plugged after the 30-day water level reading.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, and total unit weight tests.

All laboratory tests will be performed in accordance with appropriate ASTM standards. We will keep the samples for 30 days after the final report is presented. We will discard the samples after that time, unless instructed otherwise.

Engineering Analyses and Reporting

The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented, and recommendations made in accordance with the Harris County Criteria. The following geotechnical information and recommendations will be provided:

The field and laboratory data will be presented in a geotechnical report. Geotechnical analyses will

be conducted using the field and laboratory test data to provide geotechnical data for the design and construction of the proposed improvements, including (but not limited to) the following:

- Generalized soils stratigraphy
- Piezometer installation and groundwater measurements
- Preliminary fault review based on the review of the available fault maps
- Excavation and trench construction and safety requirements
- Recommendations regarding bedding and backfill for utilities construction
- Loads on buried pipes including dead and live loads (vehicle loads)
- Recommendations regarding paving including thickness and reinforcement design, subgrade preparation and stabilization, pavement construction
- Storm sewer installations
- Sidewalk recommendations
- Construction consideration

One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. One (1) copies of final report and an electronic copy (PDF) of the final report will also be issued.

COST ESTIMATE

Based on the scope of work outlined above, we estimate the cost for field, laboratory, and engineering services for the geotechnical services presented in this proposal to be **\$21,748.00 (excluding additional cost items totaling \$4,149.00 for Coring, traffic control equipment, peace officer and Flagman)**.

The cost estimates using the estimated project quantities and requirements are presented in the enclosed **Itemized Geotechnical Fee Estimate** spreadsheet. This estimate assumes: underground utilities at proposed boring locations will be cleared by One Call Service and/or private property maintenance personnel; boring locations and elevations will be surveyed by others; and that the sites will be accessible to our truck-mounted equipment; and, environmental sampling/ handling/ transportation/ disposal are not in the scope of this project. Permission/permit to access site, if needed, will be arranged by others at no cost to ATL.

TIME SCHEDULES

We estimated that the fieldwork can be started shortly after authorization is received. The actual drilling work is expected to take about 1 week, assuming no delays in permission to access the sites. The laboratory testing will take approximately 1 to 2 weeks. Weather permitting, we anticipate submitting a draft report about 2 weeks after completion of all laboratory testing. A final report will

be issued about 1 week after receiving your review comments.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Very truly yours,
ASSOCIATED TESTING LABORATORIES, INC.



Nutan V. Palla, Ph.D., P.E.
Director, Geotechnical Services

Enclosure:

- Figure 1: Project Alignment Plan
- Figure 2: Propose Boring Location Plan
- Itemized Geotechnical Fee Estimate



Proposal:
Owens Road Paving and Drainage
Fort Bend County, Texas



Project No.: GP2020-0403

Client:
SES Horizon Consulting Engineers, Inc.
Houston, TX

Project Alignment Plan

FIGURE 1



Notes:

- 1. B-1 thru B-11 are 15-ft deep
- 2. After drilling completion, we will convert B-3 (PZ-1) & B-9 (PZ-2)

<p>Proposal: Owens Road Paving and Drainage Fort Bend County, Texas</p>		<p>Project No.: GP2020-0403</p>
<p>Client: SES Horizon Consulting Engineers, Inc. Houston, TX</p>	<p>Project Alignment Plan</p>	
<p>FIGURE 2</p>		

Geotechnical Investigation Proposal

Owens Road Drainage and Paving

Fort Bend County, Texas

ATL Proposal No. GP2020-0403

April 14, 2020

ITEMIZED GEOECHANICAL FEE ESTIMATE

Borings: 11@15' (165 LF); Piezometers: 2@15' (30 LF)

A. FIELD EXPLORATION	Qty.	Unit	Unit Rate	Amount
Mobilization/Demobilization (Truck Rig)	1	LS	\$500.00	\$500.00
Technician for Staking, Utilities Clearance, Coordination	4	hrs.	\$50.00	\$200.00
Soil Drilling and Sampling (continuous; <50')	165	ft.	\$21.00	\$3,465.00
Soil Drilling and Sampling (continuous; >50')	0	ft.	\$24.00	\$0.00
Soil Drilling and Sampling (<50' intermittent)	0	ft.	\$18.00	\$0.00
Soil Drilling and Sampling (intermittent; over 50')	0	ft.	\$21.00	\$0.00
Grouting Holes	165	ft.	\$7.00	\$1,155.00
Piezometer Installation	30	ft.	\$16.00	\$480.00
Piezometer Abandonment	30	ft.	\$14.00	\$420.00
24-Hour, 7- and 30-day PZ Water Level Readings	12	hrs.	\$50.00	\$600.00
Vehicle Charge	10	hrs.	\$10.00	\$100.00
				\$6,920.00
B. GEOTECHNICAL LABORATORY TESTING	Qty.	Unit	Unit Rate	Amount
Moisture Content (ASTM D-2216)	88	ea.	\$9.00	\$792.00
Atterberg Limits (ASTM D-4318)	33	ea.	\$60.00	\$1,980.00
Passing No. 200 Sieve (ASTM D-1140)	33	ea.	\$46.00	\$1,518.00
Unconfined Compression (ASTM D-2166)	11	ea.	\$44.00	\$484.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	22	ea.	\$61.00	\$1,342.00
		SUBTOTAL		\$6,116.00
C. ANALYSES & REPORT PREPARATION	Qty.	Unit	Unit Rate	Amount
Senior Engineer-Project Manager (P.E.)	4	hrs.	\$150.00	\$600.00
Project Engineer (P.E.)	24	hrs.	\$105.00	\$2,520.00
Civil Engineer	24	hrs.	\$83.00	\$1,992.00
Draftsman	24	hrs.	\$60.00	\$1,440.00
Word Processor	36	hrs.	\$60.00	\$2,160.00
		SUBTOTAL		\$8,712.00
D. ALLOWANCES	Qty.	Unit	Unit Rate	Amount
Mobilization/Demobilization (ATV rig), Surcharge	0	LS	\$132.00	\$0.00
Soil Drilling and Sampling (Surcharge for drilling using ATV rig)	0	ft.	\$6.00	\$0.00
Pavement Coring and Patching (up to 6 inches thick)	11	ea.	\$150.00	\$1,650.00
Pavement Coring and Patching (> 6 inches thick)	33	in.	\$9.00	\$297.00
Traffic Control Equipment (low volume traffic)	3	days	\$122.00	\$366.00
Peace Officer	24	hrs.	\$50.00	\$1,200.00
Flagman	24	hrs.	\$26.50	\$636.00
		SUBTOTAL		\$4,149.00
TOTAL ESTIMATED FEE (INCLUDING ALLOWANCES)				\$25,897.00
TOTAL ESTIMATED FEE (WITHOUT ALLOWANCES)				\$21,748.00



April 14, 2020

SES Horizon
Epifanio Salazar, Jr., PE
10101 Southwest Freeway, Suite 400
Houston, TX 77074

Re: Owens Rd
Fort Bend County Precinct 4

Mr. Salazar:

This is our proposal to provide surveying services for the subject tract. We appreciate the opportunity to provide these services to you.

SCOPE OF SERVICES

Survey Area

- Survey area will cover 100’ outside the Owens Rd. ROW or up to existing fencing and extending from 300’ west of SH 99 to 300’ east of FM 1464. At the intersection of Owens Rd & FM 1464 topographic data within the right-of-way of FM 1464 will be acquired 200’ north and south of the intersection.

Design Topo

- Prepare a “Texas Society of Professional Surveyors (TSPS), Category 6, Condition II, “Topographic Survey”, meeting the Minimum Standard Detail Requirements and Classifications as stated in the Manual of Practice, 11th edition and adopted by TSPS, effective 06/04/2005.
- Horizontal Datum based on Texas Coordinate System, South Central Zone (4204), North American Datum 1983.
- Vertical Datum based on Fort Bend County FEMA, North American Vertical Datum of 1988
- Establish 5 primary control points and prepare a control map

Right-of-Way Mapping (5 Parcels assumed)

- Abstract Owens Rd and adjoining parcels
- Locate right-of-way monuments and prepare a right-of-way map
- Monument Final Right-of-Way
- Prepare parcel plats & metes and bounds descriptions for takings

FEE

Design Topo

- Topographic Survey \$23,100
- Control/Control Map \$9,470

Total Lump Sum Fee: \$32,570

Right-of-Way Mapping

• Abstracting	\$4,500
• Parcel Plats & Metes and Bounds	\$7,845
• Right-of-Way Map	\$24,650
Total Lump Sum Fee: \$36,995	

The total fee for these services will be a lump sum of **\$69,565.00**. Reimbursable expenses such as deliveries, printing, out-of-town travel, application and recording fees and such are additional and invoiced at cost plus 10%. Applicable **sales tax** will be added to fees subject to sales tax. Invoices will be mailed monthly and payable upon receipt. Failure to make payment within 30 days will result in an interest charge equal to 18 percent per annum. This proposal is subject to change after 3 months from this date.

Revisions due to changes by the Client or any additional services not provided in the described services that may be desired by the Client will be performed hourly. An estimate of the cost of the hourly services will be provided prior to doing the work if desired by the Client.

Estimated time for completion is anticipated to be 20-25 working days from the time a signed proposal is received back from the client.

If the above outlined proposal meets with your approval, please sign and return one copy of this letter for our files.

We look forward to working with you on this project.

ACCEPTED
BGE, Inc.

ACCEPTED
SES Horizon

Nicolas Vann, RPLS
Director, Land Surveying
TBPLS FIRM Reg. # 10106500

Print Name:
Title:

Date



Attachment A Standard Terms and Conditions

Project/Proposal: Owens Rd

Client: SES Horizon Consulting Engineers, Inc.

Date: 04/14/2020

1. **STANDARD OF CARE:** Professional Services shall be performed in accordance with and limited to the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Professional Services are performed.
2. **NO WARRANTY:** Professional Services are not subject to, nor can or will BGE, Inc. (BGE) provide any warranty or guarantee, express or implied, regarding the Professional Services to be supplied by BGE. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to and shall not be a part of the agreement. BGE DISCLAIMS ANY AND ALL EXPRESS, STATUTORY, COMMON LAW AND/OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, AND GOOD AND WORKMANLIKE MANNER.
3. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Worker's Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Services and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals, etc.); job-related mileage at the prevailing IRS rate; courier, printing and reproduction costs; and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that BGE's services under this Agreement are limited to those described in the Scope of Services and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling of any such operation.

4. **INVOICE PROCEDURES AND PAYMENT:** BGE shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method," whereby BGE will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges *and/or* unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Services and reimbursable costs. Such invoices shall be submitted by BGE as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt.

The Client, as Owner or authorized agent for the Owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for the same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. BGE reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. The suspension shall remain in effect until all unpaid invoices are paid in full.

5. **COST ESTIMATES:** Any cost estimates provided by BGE are opinions based on the experience and judgment of BGE. Client hereby acknowledges that BGE cannot warrant that any cost estimates provided by BGE will not vary from actual costs incurred by Client.
6. **CLIENT SUPPLIED DOCUMENTS AND INFORMATION:** Client warrants that all documentation and information provided by Client to BGE for use in performing the services hereunder is accurate and may be relied upon by BGE in all respects, and that Client has the right to provide such documentation and information to BGE. BGE shall have no liability to Client for any damages or claims arising out of any errors contained in such documents and information and BGE's use and reliance upon the same. Client hereby agrees to indemnify and hold BGE harmless from any and all liabilities, claims and lawsuits arising out of BGE's Use and reliance upon such documentation and information and for any claims of infringement or ownership disputes involving such documentation and information.
7. **PERMITS:** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Client will provide to BGE copies of any such permits or any such notices, together with any other relevant information that will alert BGE to the requirements of such permits, approvals, or notifications.



Attachment A Standard Terms and Conditions

8. **REPORTING OBLIGATIONS:** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes BGE from providing any notices or reports that it may be required by law to give to governmental entities.
9. **OTHER INFORMATION:** BGE will rely upon commonly used sources of data, including database searches and agency contacts. BGE does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
10. **LABORATORY SERVICES:** In performing services, BGE may request that Client provide independent testing laboratory services. BGE will rely on the accuracy of the testing laboratory services. BGE will not, and Client shall not rely upon BGE to, check the quality or accuracy of the testing laboratory's services.
11. **SITE VISIT:** All conclusions, opinions and recommendations relating to site issues will be based upon site conditions at the Property as they existed at the time of BGE's site visit, if any. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate BGE to visit the site.
12. **ACCESS:** Client will provide BGE with access to the Property or to any other site as required by BGE for performance of the Services.
13. **OWNERSHIP OF DOCUMENTS:**
 - a. All designs, drawings, specifications, documents, and other work products of the BGE (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by BGE regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of BGE. BGE grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by BGE in writing, the Client (and any third party who received copies of the Documents from Client) shall refrain from making further reproductions of the Documents and shall return to BGE within seven days of termination all originals and reproductions in the Client's possession, custody and control.
 - b. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND TO THE FULLEST EXTENT OF THE LAW CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY BGE, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BGE'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.
14. **CONSTRUCTION SERVICES:** If, under this Agreement, Professional Services are provided during the construction phase of the project, BGE shall not supervise, be responsible for or have control over any contractor's means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with any contractor's work; nor shall BGE be responsible for the contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. The Client agrees that any contractors shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the contractors. Client understands that construction phase services are not intended to be a detailed check or an inspection of any contractor's work. BGE shall not be required to sign any document that requires BGE to certify conditions that BGE has not specifically observed during construction. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS BGE FROM ALL CLAIMS, LOSSES, DAMAGES, ATTORNEY FEES, INJURIES, JUDGMENTS, CAUSES OF ACTIONS, AND SUITS OF ANY AND ALL KIND, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGES CAUSED BY ANY CONTRACTOR ARISING OUT OF THE PROJECT AND THE WORK.
15. **SUBMITTAL REVIEW:** In the event BGE's Professional Services include the review of contractor submittals of shop drawings, product data, samples or other data that the contractor is required to submit (collectively, "Contractor Submittals"), BGE's review is for the limited purpose of checking Contractor Submittals for general conformance with the design concept and the information shown in the drawings and/or specifications prepared by BGE. This review shall not include review of the accuracy or completeness of details, quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, interpretation of welds, or safety precautions. BGE shall be provided sufficient time (in BGE's sole opinion) to permit adequate review by BGE. Review of a specific item shall not indicate that BGE has reviewed the entire assembly of which the item is a component. The Contractor is solely responsible for identifying any deviations in the Contractor Submittals from the drawings, specifications or other Construction Documents.
16. **ASBESTOS OR HAZARDOUS MATERIALS:** It is acknowledged by both parties that BGE's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event BGE or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of BGE's Services, BGE may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.
17. **CHANGED CONDITIONS:** The Client and BGE acknowledge the possibility of occurrences or discoveries that were not originally contemplated by or known to the BGE. Should Client or BGE call for contract renegotiation, they shall identify the changed conditions necessitating renegotiation, and BGE and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.



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18. **NO CERTIFICATION:** BGE shall not be required to sign any documents that would result in BGE having to certify, guarantee, or warrant the existence of conditions whose existence BGE cannot ascertain. The Client also agrees not to make resolution of any dispute with BGE or payments of any amount due to BGE in any way contingent upon BGE's signing any such certification.
19. **PROJECT ENHANCEMENT:** If, due to BGE's error or omission, any required item or component of the Project is omitted from BGE's documents, BGE shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will BGE be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.
20. **DELAYS:** Although BGE may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of BGE, including but not limited to, the availability of required materials; acts of or disputes with Client; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of Client to make decisions; judicial restraint or delays in securing governmental approvals; permits or other authorizations. In the event of such delay, BGE shall be entitled to an extension of time for performance and additional compensation.
21. **LIMIT OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BGE AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY BGE UNDER THE TERMS OF THIS AGREEMENT.
22. **INSURANCE:** BGE shall at all times carry Worker's Compensation Insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that BGE be named as an additional insured on insurance coverages provided by contractors on the project.
23. **CONSEQUENTIAL DAMAGES: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR BGE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION, LOSS OF OPPORTUNITY AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY. BOTH THE CLIENT AND BGE SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL ENTITIES OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND SUBCONTRACTS WITH OTHERS INVOLVED IN THIS PROJECT.**
24. **ASSIGNMENT AND NO THIRD PARTY BENEFICIARIES:** Neither Client nor BGE shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and BGE. Client and BGE agree that there are no third party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement.
25. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in the Scope of Services, or the services of BGE called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client for the Client's convenience, BGE shall be given seven (7) days prior written notice of such action and shall be compensated for the Professional Services and reimbursable expenses provided up to the date of suspension, termination, cancellation or abandonment plus anticipated profit on those Professional Services not performed by BGE. In the event either Client or BGE seeks to terminate the Agreement based on the material breach of this Agreement, the party seeking to terminate the Agreement shall give written notice of the alleged breach and that party shall have ten (10) days after receipt of the written notice to cure the alleged breach. If the alleged breach has not been cured within that ten (10) day cure period, then the party claiming breach may terminate the Agreement for cause. If the Client terminates the Agreement for cause, then BGE shall be compensated for all Professional Services performed prior to termination plus reimbursable expenses. In the event BGE terminates this Agreement for cause, Client waives any and all claims or causes of action against BGE relating to BGE's services under this Agreement.
26. **ENTIRETY OF AGREEMENT:** The Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties and attached hereto.
27. **WAIVER:** Any failure by BGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and BGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.



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28. DISPUTE RESOLUTION:

- a. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the commencement of arbitration by either party. If such matter relates to or is the subject of a lien arising out of BGE's services, then BGE may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- b. Arbitration. Any claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. With the sole exception of any subconsultants hired by BGE, no arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

29. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the site of the work is located.

30. **CORPORATE LIABILITY:** Client understands and agrees that BGE is a business entity that has contracted to perform services, and any services provided by BGE's employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of BGE's employees, agents or officers in their individual capacity.

31. **REGULATORY CHANGES:** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate Additional Services amendment.

32. **ATTORNEY'S FEES:** In the event BGE's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, or if BGE is the prevailing party in any litigation or arbitration with Client, then Client shall pay BGE all reasonable and necessary attorneys' fees, expenses, expert fees, deposition fees and costs, court costs and other costs incurred by BGE, in addition to other amounts due.

33. **FIDUCIARY RESPONSIBILITY:** BGE makes no warranty, either expressed or implied, as to BGE's findings, recommendations, Documents, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither BGE nor any of BGE's subconsultants or subcontractors owes any fiduciary responsibility or duty to Client.

34. **CONTRACTUAL LIEN TO SECURE PAYMENT:** Client grants to BGE a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property described in the Agreement and all improvements thereon to secure payment for all debts owed, now or in the future, to BGE by Client including those arising as a result of BGE's services provided under this Agreement. Client grants BGE the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located. Client's representative signing below warrants that s/he has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the Property that is part of the Project or has a direct contract or agency relationship with the Property owner. Client agrees to indemnify, save, and hold BGE harmless for any and all claims, causes of action, and damages that may arise against BGE if the representations contained in this paragraph are not correct.

35. **SEVERABILITY:** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

36. **CONSTRUCTION OF AGREEMENTS:** Paragraph titles in this Agreement are for convenience only and are not intended to detract from or limit the effect of any language in this Agreement. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

37. **SURVIVAL OF PROVISIONS:** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services; (b) any continuing obligation or responsibility of BGE and of Client which would otherwise survive termination of the Services; or (c) the survival of any indemnity of BGE by Client; or (d) the survival of paragraphs 1, 2, 6, 13, 16, 19, 21, and 23 - 37.