

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 “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for improvements to Trammel Fresno Road under Project No. 20208 of the Fort Bend County Mobility Program (hereinafter “Services”) pursuant to SOQ 14-025; and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant 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**

Consultant shall render the professional engineering services as described in Consultant’s Proposal, attached hereto as Exhibit A, and incorporated herein for all purposes.

**Section 2. Personnel**

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is four hundred two thousand eight hundred forty-eight dollars and 35/100 (\$402,848.35) 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 Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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 Consultant 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 four hundred two thousand eight hundred forty-eight dollars and 35/100 (\$402,848.35) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed four hundred two thousand eight hundred forty-eight dollars and 35/100 (\$402,848.35).

### **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, 2026. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request.

### **Section 9. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

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

12.5 Consultant 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 Consultant**

13.1 In the performance of work or services hereunder, Consultant 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 Consultant 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, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Consultant: 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**

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Standard of Care**

Consultant 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, Consultant 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 Consultant 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 Consultant 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**

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

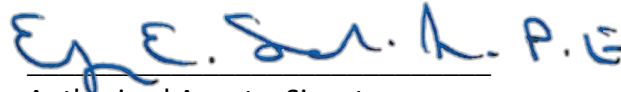
BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

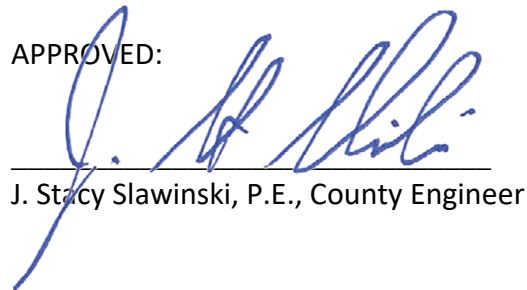
ATTEST:

Principal  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

July 16, 2022  
Date

APPROVED:

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

**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

# EXHIBIT A



March 16, 2022

Fort Bend County Engineering Department  
C/O Mr. Gabriel Odreman, P.E., PMP  
RPS North America  
575 N. Dairy Ashford, Suite 700  
Houston, Texas 77079

Reference Project:  
2020 Fort Bend County (FBC) Mobility Program  
Trammel Fresno Road  
From: McKeever Road To SH 6  
Fort Bend Project No. 20208

Dear Mr. Odreman:

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 includes Preliminary Engineering Report (PER), Final Design and Construction Phase Services. The approximate length of the project is 5,200 linear feet

This project includes the rehabilitation of the existing 2 lane asphalt roadway along Trammel Fresno from McKeever Road to SH 6. The desired improvement will require an evaluation of the pavement and repair where needed. The project will also require a resurface of existing asphalt through the project limits and widening the pavement to include 6-ft wide shoulders on both sides. All driveways and intersecting roads will be reconstructed through the project limits per FBC standards. A proposed sidewalk will be provided on the North side of the proposed roadway. The project includes preliminary and final structural design alternatives (retaining wall structures, etc...) to allow for the widening of the project as it traverses Oyster Creek. The existing road uses roadside ditches on either side through the project limits. A drainage impact analysis will be performed and proposed roadside ditches will be evaluated to meet the requirements of the proposed conditions during the PER phase. An existing box culvert at Oyster Creek crossing will be evaluated to be extended to accommodate the proposed roadway footprint as well as any additional culvert adjustments along Trammel Fresno Road. Detention mitigation will be required for the increased impervious cover. The proposed design will provide adequate volume within the proposed roadside ditches to accommodate the detention requirements for the project. If the volume cannot be provided within regraded roadway ditches an alternative solution will be provided in the PER phase for approval. The project scope will also include Traffic Control Plans, Detour Plans and Storm Water Pollution Prevention Plans. SES will coordinate environmental items and issues with the FBC Environmental Consultant and RPS North America. The project will include coordination with the current FBC Sienna Parkway project at the intersection of Trammel Fresno Road. This

**Reference Project:**  
**2020 Fort Bend County Mobility Program**  
**Trammel Fresno Road**  
**From: McKeever Road To SH 6**  
**Fort Bend Project No. 20208**  
**March 16, 2022**  
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project will tie-in to the proposed improvements at this intersection.

The project scope also includes:

### **Utilities**

The investigation of potential utility conflicts along the project limits and coordination with utility companies including SBC/AT&T, Comcast, Windstream, MCI street traffic signal poles, CPE overhead electric poles and lines, CPE gas lines, utility service boxes, residential mailboxes, water lines, sanitary sewer lines and their related appurtenances.

Any utility impacts will be verified by SES. SES will submit design plans to the pertinent utility companies at each delivery milestone for any impacts and coordinate as necessary for relocations.

### **Right Of Way**

The proposed roadway is to be constructed within the existing 55-ft right of way where feasible. Additional right of way acquisition will be evaluated and determined for this project during the PER phase (draft parcel maps will be included in the PER). The Metes & Bounds descriptions and maps (19 parcels anticipated) will be developed once the ROW limits are approved by Fort Bend County to obtain the needed right of way to construct the project. TCE limits will also be identified for the reconstruction of private driveways extending beyond the right of way limits, if required.

### **Permitting/Coordination**

Coordination will be performed with TXDOT for TXDOT permits, HOA Management for the surrounding area, Missouri City, Missouri City Fire Station 4, Fort Bend County Drainage District and the Levee Improvement District.

### **Design Criteria**

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

- Attachment A – FBC Engineering Department Engineering Design Manual  
(Most Current Version)
- Attachment B – FBC Mobility Design Standards

The review and submittal checklists requirements for the Preliminary Design, 70% Submittal, 95% Submittal and 100% Submittal in Attachment A, will be adhered to by SES.

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

**Reference Project:**  
2020 Fort Bend County Mobility Program  
Trammel Fresno Road  
From: McKeever Road To SH 6  
Fort Bend Project No. 20208  
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services will be provided upon request.

**Compensation:**

SES proposes to perform the services described above for the fees indicated below.

**1. Preliminary Engineering Phase (PER):**

SES Preliminary Design	\$ 72,545.85
Geotechnical Engineering Services	\$ 26,608.50
Right Of Way Survey	
Abstracting	\$ 6,250.00
Parcel Plats & Descriptions	\$ 29,400.00
ROW Map	\$ 25,200.00
Topographic Survey	
Topographic Survey	\$ 24,800.00
Control/Control Map	\$ 10,000.00
Additional Topographic Survey	
Channel Cross Sections	\$ 14,800.00
SUE Level B	\$ 10,000.00
Subtotal PER Phase	<b>\$219,604.35</b>

**2. Final Plans Phase:**

Preparation Of PS&E	<b>\$127,450.00</b>
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**3. Bid Phase And Construction Phase Services \$ 16,710.00**

**4. Optional Additional Services:**

Level A SUE – Estimated Four Locations	\$ 10,000.00
Re-Establish Survey Control During Bid And Construction	\$ 5,000.00
Subtotal Optional Additional Services	<b>\$ 15,000.00</b>

**5. Optional Additional Services For Retaining Walls:**

Prepare 30% Plans (Retaining Wall – 3 Sheets)	\$ 6,300.00
Preliminary Structural Analysis	\$ 5,184.00
Plan And Profile Sheets And Details (4 Sheets)	\$ 12,600.00
Subtotal Optional Additional Services	<b>\$ 24,084.00</b>

**Total Fee Proposal \$402,848.35**

**Reference Project:**  
**2020 Fort Bend County Mobility Program**  
**Trammel Fresno Road**  
**From: McKeever Road To SH 6**  
**Fort Bend Project No. 20208**  
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Exclusions:

1. Environmental services, including but not limited to, preliminary wetlands investigations and Phase I Environmental Site Assessment
2. Fault Studies
3. Utility company signatures on completed drawings.
4. Construction Staking.
5. Material testing during construction.
6. Construction inspection services.
7. Construction management services, including processing of pay applications, change orders, etc..

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



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

Fort Bend County 2020 Mobility Bond Program Fee Estimate Worksheet

Project : Tammam Fresno Road From McKeever Road To SH 6

TASK DESCRIPTION	PRINCIPAL	PROJECT COORDINATOR	STRUCTURAL ENGINEER	SENIOR ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	TECHNICIAN	ADMINISTRATION	TOTAL HOURS	Task Total
<b>1. Preliminary Design (LS)</b>										
Establish a Typical Cross Section				6		4			10	\$ 219,604.35
Determine ROW Acquisition Needs				16					16	\$ 2,080.00
Identify Problem Areas and Potential Resolutions				20					20	\$ 2,600.00
Identify Problem Areas and Potential Resolutions				0					0	\$ -
Site Visit				8		0			8	\$ 1,040.00
Prepare a Construction Cost Estimate				36		110			36	\$ 4,680.00
Prepare 30% Plans (Roadway And Drainage - 11 Sheets)				0		0			0	\$ -
Prepare 30% Plans (Sanitary - 11 Sheets)				0		0			0	\$ -
Prepare 30% Plans (Signal - 11 Sheets)				40		16			40	\$ 5,120.00
Preliminary Hydraulic/Drainage Requirement Analysis				24					24	\$ 3,120.00
SH 6 Traffic Signal Warrant Study										\$ -
Utility Coordination (CH, Gas, CHE, Electric, Private Pipelines and Communications)				24					24	\$ 3,120.00
Utility Coordination (MUD Record Drawings Review and Assessment)										\$ -
Right Of Way Survey										\$ -
Asstisting										\$ -
Parcel Lines & Easements (10)										\$ 6,250.00
Right Of Way Map										\$ 26,200.00
Topographic Survey										\$ 10,000.00
Topographic Survey										\$ 24,800.00
Controlled Map										\$ 10,000.00
Additional Topographic Survey										\$ -
Channel Cross Sections Upstream And Downstream Of Box Culvert Under Tammam Fresno Road										\$ 14,800.00
Level B SITE (Foot Length Of Project)										\$ -
Conduct Preliminary Investigation				32					32	\$ 4,160.00
Site Visit				0					0	\$ -
Tree Preservation And Tree Protection Plan				12					12	\$ 1,560.00
Project Management & Meetings				0					0	\$ -
Project Management & Meetings With UDOT, MUD And Adjacent FEGC Mobility Project				12					12	\$ 1,560.00
Preliminary Phase Expenses				0					0	\$ -
<b>2. Final Design (LS)</b>										\$ 157,450.00
Cover Sheet & Index				4		4			8	\$ 840.00
General Notes				6		8			14	\$ 1,420.00
Quantities (Secondary Streets - Optional)				16		16			32	\$ 3,920.00
Proposed Section (10/Vertical)				16		16			32	\$ 3,920.00
Damage Area Map (4 Sheets)				40		40			80	\$ 6,400.00
Damage Calculations				138		138			276	\$ 28,980.00
Pipe and Profile Sheets (Water Line Water And Sewer Connections, 11 Sheets)				0		0			0	\$ -
Pipe and Profile Sheets (Utility To Existing Creek, 2 Sheets)				25		25			50	\$ 5,250.00
Final Hydraulic/Drainage Requirement Analysis				24		16			40	\$ 4,400.00
Highway Schedule For Private Driveways				0		0			0	\$ -
SH 6 Traffic Signal Design (Water And/Or Final)				32		32			64	\$ 8,160.00
UDOT Reviewing Signs				12		12			24	\$ 2,920.00
UDOT Reviewing Signs				12		12			24	\$ 2,920.00
Detour Plans (with County Approval only)				12		12			24	\$ 2,920.00
Traffic Control Plan				40		16			56	\$ 6,480.00
Temporary Traffic Signal Plans				20		20			40	\$ 4,200.00
SWPPP Sheets				16		16			32	\$ 3,840.00
Construction Detail Sheets				48		48			96	\$ 10,800.00
Design Calculations				12		12			24	\$ 2,920.00
Signing & Pavement Markings (11 Sheets)				24		24			48	\$ 5,280.00
Detail Sheets				24		24			48	\$ 5,280.00
Standard Details				24		24			48	\$ 5,280.00
Construction Cost Estimate				24		24			48	\$ 5,280.00
Utility & Agency Approvals & Signatures				24		8			32	\$ 3,760.00
Costs Sections With EIR/Network Calculations				48		48			96	\$ 10,800.00
Project Management & Meetings				12		0			12	\$ 1,560.00
Project Management & Meetings With TxDOT, FEGCD And Others				12		0			12	\$ 1,560.00
Final Design Phase Expenses				0		0			0	\$ -
<b>3. Bid &amp; Construction Phase Services (T&amp;M)</b>										\$ 16,710.00
Site Visits & Bids				20		0			20	\$ 2,600.00
Answer Bid Questions & Addendum				4		0			4	\$ 520.00
Answer Bid Questions & Addendum				8		0			8	\$ 1,040.00
Attend Pre-Construction Meeting				6		0			6	\$ 780.00
Review Contract Documents				24		0			24	\$ 3,120.00
Substantial Completion Walkthrough				8		0			8	\$ 1,040.00
Record Drawings				8		16			24	\$ 2,320.00
Bid & Construction Phase Expenses				0		0			0	\$ 1,000.00
<b>4. Optional Additional Services</b>										\$ 363,764.35
Level A SITE (per Test Hole) (Estimated 4 locations @ \$2500.00 per location)										\$ 10,000.00
Re-Estimate Survey Control During Bid And Construction				30		30			60	\$ 6,300.00
<b>5. Optional Additional Services For Retaining Walls</b>										\$ 5,184.00
Preliminary Structural Analysis				36		0			36	\$ 4,512.00
Prepare and Profile Sheets (Retaining Wall Layout And Details, 4 Sheets)				50		50			100	\$ 12,600.00
<b>MANHOUR SUBTOTAL</b>										
	0	0	36	24	184	743	0	0	1,187	
	0	0	244.00	1,135.00	4,512.00	16,800.00	0	0		
	0	0	5,184.00	3,320.00	15,620.00	56,440.00	0	0		
<b>LABOR RATE PER HOUR</b>										
<b>TOTAL</b>										\$ 402,248.35



10190 Katy Freeway, Suite 110  
Houston, Texas 77043  
Office: 346.250.4425  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)  
TBPLS Firm No. 10194551

January 7, 2022

Epifanio (Epi) Salazar, Jr., P.E.  
SES Horizon Consulting Engineers, Inc.  
10101 Southwest Freeway  
Suite 400  
Houston, Texas 77074  
(713) 988-5504 (Office)  
(281) 635-1881 (Mobile)

Re: Trammel-Fresno Topographic Survey and Right-of-Way Mapping

Dear Mr. Salazar,

Doucet & Associates, Inc. (Doucet) is pleased to submit this proposal for Geospatial services for the above referenced project. Please review this proposal and its attachments and, if acceptable to you, sign it and return it to the undersigned.

## PROJECT

It is our understanding that SES Horizon Consulting Engineers, Inc. (client) is requesting a topographic and right-of-way survey for approximate 1 mile stretch of Trammel-Fresno Road located in Fort Bend County, Texas.

## SCOPE OF SERVICES

Doucet proposes to provide SES Horizon Consulting Engineers, Inc. (Client) the following Land Surveying or Geospatial Services:

### A. Right-of-Way Survey (Task 704)

- Obtain and review title reports for all tracts along or adjacent to Project corridor.
- On one (1) approved alignment, field stake (one-time) PC's, PT's, PI's, and approximately every 100' along curves and approximately every 500' minimum (or sufficient for visual line) along tangents of proposed centerline alignment not within existing ROW.
- Prepare final ROW maps
- Prepare metes and bounds description for 19 proposed ROW parcels.
- Provide closure and area calculations for proposed easement/ROW parcels/parts.
- Update field search and locate monumentation on parent tract boundary lines within limits of survey and/or affected by proposed ROW or easement acquisition. Provide field staking as described in metes and bounds description. Proposed ROW parcels shall be staked at proposed PC's, PT's, PI's and at intersection with parent tract lines.
- Deliverables

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



- i. ROW and easement strip map
- ii. Parcel Exhibits and Descriptions

*\*Estimated time to complete is within 30 business days*

### **B. Topographic Survey (Task 705)**

Doucet will perform topographic survey of the area shown (outline in red) in Exhibit “A”.

The surveys will be performed in accordance with TSPS Standards for a Category 6 Condition II Topographic survey and will be based on NAD 83 (2011) using NAVD88 vertical datum with Geoid 12B, adjusted to best available survey monuments or to the local Virtual Reference Station (VRS) network.

Visible improvements and surface features including but not limited to buildings, utilities, power poles, sprinkler boxes, culverts, manholes, traffic signal poles, and curbing will be included.

Elevations and grade-breaks will be surveyed at a minimum 50-foot grid. A digital terrain model (DTM) will be generated and 1-foot contours displayed on the face of the survey.

Flowline elevations of found storm and sanitary structures will be identified.

Current FEMA floodplain maps will be researched, and flood zones will be noted and shown on the survey.

Doucet will contact Texas 811 for utility locates and include surveyed marks as part of the survey.

Establish 5 primary control points and prepare a control map.

The deliverables included for this task shall include the following:

- i. PDF copy of survey via email or thumb drive
- ii. Digital copy of data in .dwg format

*\*Estimated time to complete is within 30 business days*

### **C. Additional Topographic Survey (Task 705a)**

Doucet will perform topographic survey of the area shown (outline in purple) in Exhibit “A”.

Survey cross sections of the Oyster Creek area will be surveyed at 100-foot intervals approximately 500-feet upstream and downstream of the Trammel Fresno Road.



#### **D. Quality Level B SUE (Task 710)**

Doucet will perform quality level “B” subsurface utility mapping.

Our team will contact Texas 811 to mark utilities within the limits of survey and keep record of positive responses.

Electromagnetic detection will be used to confirm and supplement utility markings as needed.

The Doucet survey crew will survey utility marking relative to project coordinates and show on the face of the survey. A Utility Contact Table with all located utilities will be provided.

#### **E. Quality Level A SUE (Task 710a)**

Doucet will perform quality level “A” subsurface utility mapping via use of vacuum excavation. Each test hole will report the location, depth, size, and material of the utility line and will be shown on the face of the survey.

#### **F. Re-Establish Survey Control**

Doucet will re-establish primary control, as needed, during construction and bidding phase of the project.

### **ASSUMPTIONS**

- This proposal only includes those items specifically identified in the scope of services above. Any work requested by the Project Team not specifically identified herein shall be considered outside of scope, and shall require approval of a written work scope change order, prior to proceeding with any work.
- Additional services required by the Client that are not outlined above, will be billed to Client based on written amendments to this contract.
- This proposal does not include any fees related to City or other agency reviews, as such all governmental and review fees will be paid by the Client.
- This proposal does not include environmental site assessments, geo-technical site investigations, traffic analysis or engineering, structural engineering, landscape architecture, Flood Studies or mapping or coordination with respective consultants.
- If work is suspended for any reason for more than two months, the fee for remaining work may be re-negotiated.
- Unusual boundary circumstances including necessary research beyond that furnished by a title company, if a title commitment is received, and extensive analysis required due to discrepancies in property descriptions between subject and adjoining property deeds and where inadequate/ insufficient monumentation exists on the ground to meet mandated standards for boundary resolution, or where tracts for which gaps or gore determinations are required, or applicability of archaic, vague or poorly documented descriptions can cause delay and added effort to resolve and requires approval of a supplemental services agreement to address.
- Invoicing for surveying services will align with the deliverable schedule and will be based on lump sum/ percent complete terms.



**COMPENSATION**

Client will pay Doucet for the Services in accordance with the Fee Schedule and General Terms and Conditions attached hereto. **If this agreement is not executed by Client within 30 days of the date of this proposal, Doucet reserves the right to renegotiate the estimated fees.** The estimated cost of the Services and basis of payment is as follows:

**Description** **Basis of Payment** **Estimated Fee**

**I. Geospatial**

<b>A. Right-of-Way Survey (Task 704)</b>			
Abstracting	Lump Sum Fee	\$	6,250.00
Parcel Plats & Descriptions (19)	Lump Sum Fee	\$	29,400.00
ROW Map	Lump Sum Fee	\$	25,200.00
	<b>Task Total</b>	<b>\$</b>	<b>60,850.00</b>
<b>B. Topographic Survey (Task 705)</b>			
Topographic Survey	Lump Sum Fee	\$	24,800.00
Control/Control Map	Lump Sum Fee	\$	10,000.00
	<b>Task Total</b>	<b>\$</b>	<b>34,800.00</b>
<b>C. Additional Topographic Survey (Task 705a)</b>			
Channel Cross Sections	*Lump Sum Fee	\$	14,800.00
<b>D. Level B SUE (Task 710)</b>			
	*Lump Sum Fee (Entire Project)	\$	10,000.00
<b>E. Level A SUE (Task 710a)</b>			
	*Unit Price (Per Test Hole)	\$	2,500.00
<b>F. Re-establish Survey Control</b>			
	*Lump Sum Fee	\$	5,000.00
	<b>Project Total Base Price (Lump Sum):</b>	<b>\$</b>	<b>95,650.00</b>
	<b>Project Total w/ Optional Items (Lump Sum):</b>	<b>\$</b>	<b>125,450.00</b>

\* = optional task, not included in base price




**APPROVAL**

Attached to this letter proposal are a fee schedule (A) and general terms and conditions (B). If you agree to the terms set forth in the proposal and the attachments, please sign the proposal below and return one copy to Doucet for our files. If you have any questions regarding this proposal and the attachments, please feel free to contact me.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of your team.

Sincerely,

  
Dillon Fugate, RPLS  
Division Manager, Geospatial

TBPE Firm #3937  
TBPELS Firm #10105800

Terms and Conditions of Letter Proposal and Attachments  
Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SES Horizon Consulting Engineers, Inc.**

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

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

Title: \_\_\_\_\_



**Schedule A**

**Doucet & Associates 2021 Fee Schedule (effective 1/1/2021)**

<b><u>Personnel</u></b>	<b><u>Hourly Fee</u></b>	<b><u>Personnel</u></b>	<b><u>Hourly Fee</u></b>
Principal Engineer (PE)	\$250.00	Principal Surveyor (RPLS)	\$250.00
Senior Project Manager	\$230.00	Project Manager (RPLS)	\$210.00
Project Manager	\$200.00	Project Coordinator	\$140.00
Senior Project Engineer (PE)	\$185.00	Survey Specialist	\$130.00
Project Engineer III	\$170.00	Survey Technician	\$105.00
Project Engineer II	\$160.00	GIS Specialist	\$130.00
Project Engineer I	\$145.00	GIS Technician	\$100.00
Engineer Associate II	\$130.00	LiDAR Specialist	\$130.00
Engineer Associate I	\$115.00	LiDAR Technician	\$100.00
Sr. Construction Manager	\$150.00	Aerial Mapping Specialist	\$130.00
Construction Manager	\$110.00	Aerial Mapping Technician	\$100.00
Program Manager	\$110.00	Utility Specialist	\$130.00
Sr. Civil Technician	\$140.00	Utility Technician	\$100.00
Civil Technician	\$125.00	Field Coordinator	\$140.00
Assistant Civil Technician	\$115.00	Field Specialist	\$110.00
		Crew of 1	\$115.00
Senior Planner (AICP)	\$170.00	Crew of 2	\$160.00
Project Planner	\$155.00	Crew of 3	\$210.00
Staff Planner	\$115.00	Division Administrator	\$100.00
Planning Technician	\$105.00	LiDAR Scanner	\$100.00/hr
		Drone	\$600.00/hr
Sr. Operations Assistant	\$100.00	Ground Targets	\$25/ea
Operations Assistant	\$ 75.00	Concrete Monuments	\$250/ea
		ATV/Boat/Sonar	\$100/day
Expert Witness	\$525.00	Mileage	Current IRS rate

*D&A reserves the right to periodically adjust our fee schedule.*

**Reimbursable Expenses**

Reimbursable Expenses include, but are not limited to, the following:

Travel and lodging, including out of town transportation by D&A's vehicles at standard rates; mail, delivery, courier and express charges; legal and accounting fees (including attorney's fees charged by D&A's attorney for review or negotiation of any certificates or similar documents requested by Client or a lender doing business with Client); in-house reproduction costs (to be charged at prevailing commercial rates); subconsultants; photographs; environmental fees; late fees caused by Client; charges incurred in stopping or resuming work in accordance with this Agreement; use or rental of special equipment or instruments and other direct non-salary expenses necessary to complete the contract.



## General Terms and Conditions

These General Terms and Conditions are a part of the letter proposal from Doucet & Associates, Inc. (“Doucet”) to SES Horizon Consulting Engineers, Inc. (“Client”) and shall govern all services described in the letter proposal (“Basic Services”) or any other services rendered by Engineer to Client (“Additional Services”) (the Basic Services and Additional Services are referred to collectively as the “Services”).

### **Article 1. Compensation**

1.1 **Agreement to Hire.** Client hires Doucet to perform the Services on the Property described in the Letter Proposal (the “Property”) pursuant to the terms of this Agreement. This Agreement is comprised of the Letter Proposal, Fee Schedule and these General Terms and Conditions. The term of the Agreement shall commence on the date Client signs the Letter Proposal and terminate on the date the Services are completed or the date this Agreement is otherwise terminated in accordance with its terms.

1.2 **Agreement to Pay.** Client agrees to pay Doucet for the Basic Services, Additional Services and Reimbursable Expenses in accordance with this Agreement. The charge for Additional Services shall be based on actual hours expended and quantities used. The amounts set forth in the Letter Proposal are estimates only and actual charges may vary. Doucet reserves the right to periodically adjust our fee schedule. In addition to all fees for services, Client agrees to pay all collection charges if Doucet is compelled to seek collection of the fees charged for Basic and Additional Services and Reimbursable Expenses through a collection agency or through an attorney. Collection charges includes all fees paid to any professional for collection of delinquent Fees, all court costs, travel expenses, and other costs incurred by Doucet in collection of delinquent fees and expenses due to Doucet under this Agreement.

1.3 **Change Orders.** Client, without invalidating this Agreement, may request changes to the scope of Services by altering or adding to the Services to be performed and any such changes shall be performed subject to this Agreement. Unless Doucet specifies otherwise, the charges for such changed Services shall be based on actual hours expended and quantities used in accordance with the Fee Schedule. Client, by requesting a change order, agrees to pay such additional or changed charges.

1.4 **Invoices.** Doucet will submit invoices to Client on a monthly basis or upon completion of the Services. Client agrees to pay Doucet upon receipt of invoice. Client agrees to pay a charge of 1.5% per month on all invoiced amounts after thirty days, retroactive to the date of invoice. Interest on unpaid invoices shall not exceed the maximum amount of interest allowed by law and any interest in excess of this amount shall be credited to unpaid invoices or, if they have been paid, refunded.

1.5 **Suspension of Work.** If Client does not pay any invoiced amount within thirty days from the date of invoice, or otherwise fails to perform any obligation under this Agreement, Doucet shall have the right, upon three days written notice to Client, to stop performance of the Services.

### **Article 2. Duties**

2.1 **Access.** Client will provide Doucet with access to the Property or to any other site as required by Client for performance of the Services.

2.2 **Client-furnished Data.** Client will provide to Doucet all plans and other information in Client’s possession that relates to Doucet’s performance of the Services. This information will include known site hazards, location of utilities, prior surveys, plats, any hazardous materials in or around the site, location of underground structures or storage tanks. Client acknowledges that Doucet will rely on the accuracy, timeliness and completeness of the information provided by the Client or any of Client’s contractors or consultants. Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against Doucet and to indemnify, and hold harmless Doucet, its directors, partners, employees and subcontractors from any damages, liabilities or costs, including attorneys’ fees, experts’ fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from inaccuracy of information provided to Doucet by the Client.

2.3 **Other Information.** Doucet will rely upon commonly used sources of data, including database searches and agency contacts. Doucet does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

2.4 **Permits.** Except as expressly provided in the Letter Proposal, 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. Upon request, Client will provide Doucet evidence satisfactory to Doucet that all required permits or other approvals have been obtained and that all required notices have been given, including copies of such permits or notices.



2.5 **Ownership of Documents.** All designs, drawings, engineering reports, specifications and other documents generated or produced during the term of this Agreement, whether in electronic form, print, or any other fixed media, are work product of Doucet and are the sole and exclusive property of Doucet. The work product of Doucet described in the preceding sentence is licensed to Client for the sole purposes of the Project, and may not be used by any third party for any purpose, nor by Client for any purpose other than as set out in this Agreement. Client may not modify, amend, change or alter any of Doucet's work product. If Client makes any modification, alteration, addition or change to Doucet's work product without the specific agreement of Doucet, any warranty issued by Doucet for work completed with the altered documents is withdrawn by Doucet. Client acknowledges and agrees that if it modifies, alters, or changes the Doucet work product without the consultation and written consent of Doucet that Doucet is relieved of any liability caused by that modification, change or alteration, and that Client will indemnify and hold Doucet harmless from any claims, lawsuits, damages, losses and causes of action asserted by any third party against Doucet, including costs of defense and attorneys fees.

2.6 **Lender Certificates.** In the event a third party, such as a lender or subsequent purchaser of the Property, seeks assignment of any instruments of service prepared by Doucet, or requests that Doucet make independent certifications in favor of such third party, then Doucet, as a condition to such assignment or certification may require: (a) payment in full of all outstanding charges then due from Client, (b) reimbursement for all costs and fees incurred by Doucet (including attorney's fees) in reviewing associated documents, (c) a reasonable administrative fee in an amount determined by Doucet, (d) reasonable time to review any associated documents, but no less than seven (7) days, (e) Doucet may limit its certification to such third party to a statement confirming that all certifications made on the instruments of service, if any, remain true and correct and (f) any other assurances reasonably determined by Doucet.

2.7 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations, including but not limited to spill reporting. Nothing in the Agreement precludes Doucet from providing any notices or reports that it may be required by law to give to governmental entities.

2.8 **Environmental and Compliance with Laws.** Client represents to Doucet that the Property is and will remain in compliance with all environmental, health and safety laws, regulations and ordinances ("Laws"). Client is solely responsible for all matters relating to soils testing, other subsurface investigations, the presence and disposal of any hazardous materials in, under or around the Property, and any other environmental conditions of the Property and any structures located on the Property. Client is the owner of and has responsibility for any waste materials on the Property or generated in the performance of the Services, including samples collected for testing. Client agrees to indemnify and hold harmless Doucet, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to the presence of any hazardous materials, petroleum, asbestos or contaminants on the Property or the failure of the Property to comply with all Laws.

2.9 **Cooperation.** Client will fully cooperate with Doucet in the performance of this Agreement. Client is responsible for assuring that other contractors of Client cooperate with and do not interfere with Doucet's performance of the Services.

2.10 **Surveying.** Client understands that surveying, vehicles and other equipment may unavoidably cause some damage to the Property, including destruction of vegetation, the correction of which is not part of the Agreement.

2.11 **Changed Conditions.** The Client shall rely on Doucet's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to Doucet. Should Doucet call for contract renegotiation, Doucet shall identify the changed conditions necessitating renegotiation and Doucet and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

2.12 **Opinions of Cost.** Should Doucet provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Doucet and are merely opinions. Doucet does not warrant that actual costs will not vary from those opinions because, among other things, Doucet has no control over market conditions.

### **Article 3. Termination of Services**

3.1 **Termination.** The Agreement may be terminated without cause at any time prior to completion of the Service by Client or Doucet upon seven (7) days written notice to the other party.

3.2 **Compensation in Event of Termination.** If the Agreement is terminated in accordance with Paragraph 3.1, Doucet shall be compensated for all Services performed prior to the termination date in accordance with the rates established in this Agreement, together with Reimbursable Expenses then due or incurred.



#### Article 4. Relationship of Parties

4.1 **Independent Contractor.** It is understood that the relationship of Doucet to Client shall be that of an independent contractor. Neither Doucet or employees of Doucet shall be deemed to be employees of Client. There are no third party beneficiaries to this Agreement.

#### Article 5. Limitation on Warranties and Liability

5.1 Doucet represents and warrants that the Services will be performed using that degree of care and skill customarily provided by an experienced professional organization providing similar services in the area during the same time period. **Doucet makes no other warranties or representations, whether express or implied, whether in this Agreement or any subsequent reports provided by Doucet.**

5.2 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF Doucet AND ITS SUBCONSULTANTS AND SUBCONTRACTORS TO 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 (COLLECTIVELY "CLAIMS") SHALL NOT EXCEED \$50,000 OR Doucet'S TOTAL FEE, WHICHEVER IS GREATER. IN NO EVENT WILL Doucet, ITS SUBCONSULTANTS OR SUBCONTRACTORS BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CLIENT, AS A MATERIAL INDUCEMENT TO Doucet TO ENTER THIS AGREEMENT, WAIVES ALL CLAIMS AGAINST, FOREVER DISCHARGES AND PROMISES NOT TO SUE THE EMPLOYEES, OFFICERS AND DIRECTORS OF Doucet FOR ALL CLAIMS, EXCEPT INTENTIONAL TORTS OCCURRING OUTSIDE THE COURSE AND SCOPE OF THEIR EMPLOYMENT. CLIENT AGREES TO LOOK SOLELY TO Doucet FOR THE SATISFACTION OF ANY CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT THAT CLIENT WOULD OTHERWISE HAVE AGAINST THE EMPLOYEES, OFFICERS AND DIRECTORS OF Doucet ABSENT THE WAIVER SET FORTH ABOVE.

#### Article 6. Miscellaneous

6.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Doucet and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

6.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6.3 **Arbitration.** Any controversy or claim arising from or relating to this Agreement, the Services or any other agreement between the parties shall be settled by binding arbitration administered by the American Arbitration Association (AAA) under its commercial arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration, and all hearings in relation thereto, shall be held in Travis County, Texas. The arbitration panel shall consist of a single arbitrator who is either a licensed engineer or has extensive experience in the field of engineering. All aspects of the arbitration shall be confidential. The arbitrator shall have no authority to award punitive damages. Notwithstanding the foregoing, in the event Doucet has a claim against Client for the collection of invoiced amounts then Doucet may bring such claim in the courts of Travis County, Texas and Client hereby irrevocably consents to venue and jurisdiction of the courts of Travis County for such claims. In the event Client asserts a counterclaim against Doucet, then Doucet shall have thirty (30) days from receipt of such counterclaim to commence arbitration, in which case the entire cause of action shall be stayed in the Courts and arbitrated in accordance with this paragraph, or if Doucet fails to commence arbitration within such thirty day period, the entire cause of action shall be litigated in the Courts of Travis County. Client acknowledges that all payments for the Services are due and payable in Travis County, Texas.

6.4 **Acceptance of Agreement.** If this Agreement is not executed by Client within 30 days of the date tendered, it shall become invalid unless: (1) Doucet extends the time in writing; or (2) Client orally authorizes Doucet to proceed with the work, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Doucet's performance of work under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization. A facsimile signature shall be effective to bind either party to this Agreement.

6.5 **Engineer Not Supervisor.** Unless specifically stated in the letter proposal defining the basic Services provided in this Agreement, Engineer has no responsibility or authority for the supervision of any phase of the work at the site of the Project, and no responsibility for the means, methods, techniques, sequences, and procedures used by the contractors and no responsibility for site safety. Doucet shall have no responsibility to assure or certify that construction on the Property or any activity not supervised by Doucet shall comply with applicable laws. Doucet shall have no responsibility for or liability in relation to any employees of Client or other contractors of Client on the Property.



6.6 **Indemnity.** Client shall indemnify, defend and hold harmless Doucet from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by Doucet, any third party or employee employed or retained by Doucet, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or an agent or contractor of Client, (ii) violation of federal, state or local statute, rule, regulation or ordinance by Client or an agent or contractor of Client, (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the Property, (iv) any matter outside of Doucet's scope of Services or (v) inaccurate information provided by Client to Doucet.

6.7 **Suspension of Work/Force Majeure.** Client may require Doucet to temporarily suspend work by delivery of written notice to Doucet. Doucet may also be required to suspend work due to circumstances beyond the control of Doucet, including but not limited to strike, fire, inclement weather (including excessive rain or heat), act of God, governmental action, third party actions, casualty or acts of Client. Client understands that the suspension of work by Doucet will cause Doucet to incur additional costs to suspend and resume work and Client agrees to reimburse Doucet for such additional costs and to extend Doucet's deadline for completion.

6.8 **No Assignment.** Client may not assign this Agreement without consent by Doucet.

6.9 **Interpretation.** The parties acknowledge that each party, and if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule or construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

6.10 **Survival.** Termination of the Services for any reason whatsoever shall not affect the right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to such right or obligation shall be deemed to survive such termination of the Services or any continuing obligation, liability or responsibility of Doucet or Client which would otherwise survive termination of the Services.

6.11 **Contractual Lien to Secure Payment:** Client hereby grants to Doucet a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the Property and all improvements thereon, to secure payment for all debts owed, now or in the future, to Doucet by Client including those arising as a result of Doucet's services provided in accordance with this Agreement or any other agreement between Client and Doucet. Client grants Doucet the authority and right to file a copy of this Agreement in the Deed Records of the county or counties where the above project is located to give notice of Doucet's lien rights.



# All-Terra Engineering, Inc.

*Geotechnical Engineering \* Construction Materials Testing*

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October 11, 2021

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

Attn: Mr. Epifanio (Epi) Salazar, Jr., P.E.

Re: Proposal  
Geotechnical Investigation  
Proposed Trammel Fresno Road Rehabilitation  
McKeever Road to State Highway 6  
Missouri City, Fort Bend County, Texas

All-Terra Proposal No.: APE21-852

Dear Mr. Salazar:

**All-Terra Engineering, Inc. (All-Terra)** appreciates the opportunity to provide this proposal to perform a geotechnical investigation for the above referenced project. This proposal outlines our understanding of the scope of services to be performed by All-Terra for this project and provides an estimate of the fee for our services.

## **A. PROJECT INFORMATION**

It is our understanding that rehabilitation to a portion of Trammel Fresno Road from McKeever Road on the west end to State Highway 6 on the east end had been proposed for design and construction by Fort Bend County. The proposed project includes the evaluation of the existing 2-lane roadway (total length of about 5,000 linear feet) and repair where needed as well as the resurfacing of the existing asphalt roadway throughout the roadway limits and widening by the addition of a 6-foot wide shoulders on both sides. Widening of the existing roadway may also include the construction of a bridge structure, retaining wall, or any other structure that will be used for the roadway portion that will cross over Oyster Creek. All driveways and intersecting roads will be reconstructed throughout the project limits. Culvert adjustments along the roadway being rehabilitated will be made as needed.

The purpose of the geotechnical investigation will be to determine the subsoil and groundwater conditions within the project areas and provide data/parameters/recommendations that can be used for the construction and design of the proposed roadway improvements and applicable structures that will cross Oyster Creek.

## **B. SCOPE OF SERVICES**

Based upon our understanding of the project requirements, it is proposed that the scope of work for the geotechnical investigation consists of the following tasks:

- Perform a visual pavement evaluation of the existing roadway being rehabilitated to identify areas needing repair prior to resurfacing.
- Drill/sample a total of 11 geotechnical borings where 2 borings (Boring Nos. B-5 and B-6) will be drilled to a depth of 100 feet beneath the surface within Oyster Creek crossing and 9 borings (Boring Nos. B-1 to B-4 and B-7 to B-11) will be drilled to a depth of 10 feet beneath the surface within the route of the proposed roadway rehabilitation as shown on the attached Plate No. 1. The locations of Boring Nos. B-5 and B-6 will be provided by the design engineer prior to our drilling activities. Pavement coring will be needed prior to drilling and sampling of the geotechnical borings. Thicknesses of the pavement layers will be measured and recorded which will be used for our pavement analysis of the rehabilitated roadway. GPS coordinates of the actual boring locations will be obtained for documentation and inclusion on the boring logs of the report.
- Continuously sample each boring continuously to a depth of 10 feet with both disturbed (for cohesionless soils) and relatively undisturbed (for cohesive soils) samples being obtained, as applicable, and intermittently at 5-foot intervals for the 100-foot deep borings.
- Measure the depth to groundwater during drilling, approximately 10 minutes after the water is initially encountered, as applicable, and immediately after the completion of drilling.
- Backfill the boreholes with cement grout after the completion of the drilling activities.
- Clearly mark each boring location and provide the actual boring locations for the use of the project's surveyor to obtain boring location elevations, stationing, and offset distances, as applicable.
- Perform laboratory testing on soil samples obtained such as moisture content tests, unit weight determinations, Atterberg limits tests, tests to determine the percent soil

particles passing a No. 200 sieve, dry density tests, and unconfined compression tests, moisture-density relationship test of soils (Standard Proctor), and California Bearing Ratio (CBR) of soils in order to define soil classifications and physical properties of the site soils.

- Analyze the laboratory test data to define the engineering characteristics of each soil type.
- Prepare boring logs and soil profile based upon the results of laboratory tests and visual soil classifications.
- Perform engineering analyses as necessary to develop recommendations pertaining to potential uplift of underground structures due to upward acting hydrostatic pressures caused by groundwater conditions, lateral earth pressures on underground structures, dewatering requirements for excavations, utility trench shoring and bracing requirements, and OSHA soil type classifications pertinent to trench shoring and bracing design as applicable to areas with underground utility replacements.
- Perform pavement design analyses of the rehabilitated roadway using the requirements and guidelines of the American Association of State Highway and Transportation Officials (AASHTO) "AASHTO Guide for Design of Pavements" as well as the requirements and guidelines of Fort Bend County.
- Provide pile capacity curves for a bridge structure and/or retaining wall structure that may be used at the Oyster Creek crossing.
- Provide recommendations for subgrade preparation and stabilization for the proposed widening.
- Provide asphalt pavement section for the proposed widening.
- Submit 1 copy and a pdf file of a report that presents the results of the geotechnical engineering study. The report will be prepared and sealed by a Licensed Professional Engineer trained and experienced in the practice of geotechnical engineering.

### **C. CONDITIONS**

If there are any other restrictions, unusual circumstances, or special requirements regarding the site or this proposed geotechnical study, the Client shall communicate these to All-Terra prior to our commencing our field activities.

### D. SCHEDULE

Our field investigation assumes that we will have the right-of-entry to the project area and that the boring locations will be readily accessible and be drilled utilizing a truck-mounted drilling rig. We can initiate our field operations within several working days following site clearance of underground utilities (Texas 811) prior to drilling, weather permitting. We anticipate completion of our services and submittal of our report within 2 to 3 weeks after the completion of drilling.

### E. ESTIMATED COST

For the scope of services outlined within this proposal, we estimate a total cost of about **\$26,608.50**. The breakdown of the estimated cost is as follows:

Item	Estimated Quantity	Unit	Unit Price	Estimated Cost
<b>Field Activities:</b>				
Visual pavement evaluation by senior engineer	4	hours	\$ 150.00	\$ 600.00
Mobe/demobe of drill rig	1	Lump Sum		\$ 300.00
Drilling/sampling of 11 borings (2 at 100' and 9 at 10')	290	feet	\$ 18.00	\$ 5,220.00
Locate/identify/mark borings by graduate engineer	3	hours	\$ 85.00	\$ 255.00
Coring of existing pavement	11	each	\$ 80.00	\$ 880.00
Field logging by qualified technician	32	hours	\$ 65.00	\$ 2,080.00
Limited traffic control (cones, signs, technician as flagman during coring and drilling along the roadway)	1	Lump Sum		\$ 1,600.00
Grouting of roadway boreholes after drilling	290	feet	\$ 8.00	\$ 2,320.00
Vehicle Charge	39	hours	\$ 7.50	\$ 292.50
<b>Sub-Total</b>				<b>\$ 13,547.50</b>
<b>Laboratory Testing:</b>				
Atterberg Limits (ASTM D4318)	48	each	\$ 60.00	\$ 2,880.00
% Pass No. 200 Sieve (ASTM D1140)	36	each	\$ 46.00	\$ 1,656.00
Moisture Content (ASTM D2216)	90	each	\$ 9.00	\$ 810.00
Unconfined Compression (ASTM D2166)	20	each	\$ 44.00	\$ 880.00

**Proposal No. APE21-852**  
**Proposed Trammel Fresno Road Rehabilitation**  
**From McKeever Road to State Highway 6**  
**Missouri City, Fort Bend County, Texas**  
**October 11, 2021**


Item	Estimated Quantity	Unit	Unit Price	Estimated Cost
Standard Proctor Test (ASTM D698)	1	each	\$ 175.00	\$ 175.00
California Bearing Ratio, 3-Point (ASTM D1883)	3	each	\$ 185.00	\$ 555.00
Sub-Total				<b>\$ 6,956.00</b>
<b>Engineering, coordination, supervision, analysis, and report preparation*:</b>				
Senior engineer, P.E.	12	hours	\$ 150.00	\$ 1,800.00
Graduate engineer/EIT	45	hours	\$ 85.00	\$ 3,825.00
Clerical/Drafting Support	8	hours	\$ 60.00	\$ 480.00
Sub-Total				<b>\$ 6,105.00</b>
TOTAL FOR THE GEOTECHNICAL INVESTIGATION				<b>\$ 26,608.50</b>

## F. CLOSURE

We appreciate the opportunity to offer our services on your project. We look forward to serving you, and welcome any questions or comments you may have concerning this proposal or our services.

Respectfully submitted,

**ALL-TERRA ENGINEERING, INC.**  
 (TBPE F-9770)

  
 \_\_\_\_\_  
 Bonni F. Musngi, Jr., P. E.  
 Senior Geotechnical Engineer

Proposal No. APE21-852  
Proposed Trammel Fresno Road Rehabilitation  
From McKeever Road to State Highway 6  
Missouri City, Fort Bend County, Texas  
October 11, 2021

**ACCEPTANCE AND AUTHORIZATION** Upon acceptance, this proposal constitutes the agreement between All-Terra and you, the Client. You have the option to accept or reject this agreement, or to propose modification to any element of the agreement.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
(Signature) (Printed Name)

\_\_\_\_\_

(Firm Name) (Title or Position)



*Attachment: Plate No. 1 – Proposed Locations of Borings*

*File:/server/proposals/APE21-852\_trammelfresnoroad.docx*





● - Geotechnical borings proposed for the study.

 <p>ALL-TERRA ENGINEERING</p>		<p>Proposed Trammel Fresno Road Rehabilitation          From McKeever Road to State Highway 6          Missouri City, Fort Bend County, Texas</p>	<p>Proposal No.:  <b>APE21-852</b></p>
<p>6200 Rothway, Ste 140 Houston,          Texas 77040</p>	<p>Date: 10/11/21</p>		<p><b>PROPOSED LOCATIONS OF BORINGS</b></p>