

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Third Street and Shadow Gate Lane- Project No. 23214)

This Agreement for Professional Engineering Services ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and SES Horizon Consulting Engineers, Inc. ("Engineer"), a Texas corporation. County and Engineer may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Engineer provides professional engineering services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide such services for professional engineering, geotechnical engineering, and topographic surveying services for Third Street and Shadow Gate Lane under Mobility Bond Project No. 23214; and

WHEREAS, Engineer represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Engineer is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Engineer shall render services to County as provided in Engineer's Proposal attached hereto as "Exhibit A" and incorporated herein by reference (the "Services").

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2028. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is \$845,918.50. In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer 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. Engineer shall submit invoices no more frequently than on a monthly basis. 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.
 - (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
 - (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$845,918.50. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 \$845,918.50 specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$845,918.50.

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer 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. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer 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. Engineer shall obtain such insurance written on an Occurrence form 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:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement 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 the work under this Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, ENGINEER SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT,

ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer 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 Engineer. Engineer 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.

13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer 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 Engineer 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 Engineer 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 Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer'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 Engineer who can be shown to have had no access to the Confidential Information.

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

Engineer 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. Engineer 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.

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

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
19. **Termination.**
- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.
 - (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
 - (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Engineer otherwise 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.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
 - (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
 - (d) 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 Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other

inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer shall not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

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

If to Engineer: SES Horizon Consulting Engineers, Inc.
10101 Southwest Fwy, Suite 400
Houston, Texas 77074

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession (“Professionals”) practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County’s Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer’s Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer’s Proposal to County’s waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer’s Proposal are hereby deleted.
30. **Indemnification by County.** ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER’S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled “Agreement for Professional Engineering Services” and the terms of Engineer’s Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
37. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) 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, Engineer 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.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer 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 § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer 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 § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND 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.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
41. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

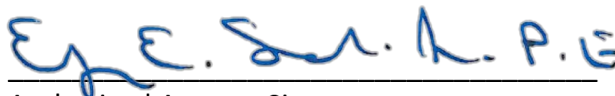
42. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

SES HORIZON CONSULTING ENGINEERS, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Engineer's Proposal Follows Behind)



May 8, 2025

Fort Bend County Engineering Department
C/O Mr. Robert Doty
Director Transportation Design
WSB Engineering
11700 Katy Freeway, Suite 300
Houston, Texas 77079

Reference Project:
2023 Fort Bend County (FBC) Mobility Program
3rd Street And Shadow Gate Lane
Fort Bend Project No. 23214

Dear Mr. Doty:

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 roadway construction (100 foot right of way to include two lanes – one lane in each direction, concrete driveways, sidewalks, a new open ditch storm sewer system, a closed storm sewer system and a detention pond, on 3rd Street between FM 521 and Shadow Gate Lane. The project also includes a drainage master plan study for the “Fresno Dome”, which is a largely undeveloped area surrounding the proposed 3rd Street project limits. The approximate length of the project is 4,400 linear feet excluding the proposed detention pond area. The estimated construction cost provided by Fort Bend County, is \$5,372,000.00 including road construction, detention pond construction, right of way acquisitions and utility relocations.

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

Attachment A – 2023 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:**2023 Fort Bend County (FBC) Mobility Program****3rd Street And Shadow Gate Lane****Fort Bend Project No. 23214****May 8, 2025****Page 2****Basic Services****Preliminary Engineering Phase (PER):**

SES Preliminary Design \$136,520.00

Geotechnical

Geotechnical Engineering Services \$ 62,924.00

Survey

Corridor Design Survey \$ 37,690.00

Detention Design Survey \$ 11,316.00

Right Of Way Survey \$ 28,698.00

Parcel Survey \$ 55,988.00

Right Of Entry Coordination \$ 7,723.00

Subtotal \$141,415.00

Hydrology And Hydraulics

Project Management \$ 62,990.10

Drainage Study \$ 129,087.60

Preliminary Hydrology And Hydraulic Calculations \$ 77,106.60

Reproduction Services And Other Expenses \$ 800.00

Additional Services \$ 20,000.00

Subtotal \$289,984.30

Subtotal PER Phase \$630,843.30

Final Plans Phase:Preparation Of PS&E \$190,375.20**Subtotal Basic Services \$821,218.50****Bid Phase And Construction Phase Services \$ 24,700.00****Total Fee Proposal \$845,918.50**

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.

Reference Project:

2023 Fort Bend County (FBC) Mobility Program

3rd Street And Shadow Gate Lane

Fort Bend Project No. 23214

May 8, 2025

Page 3

7. Construction inspection services.

8. 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

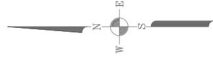
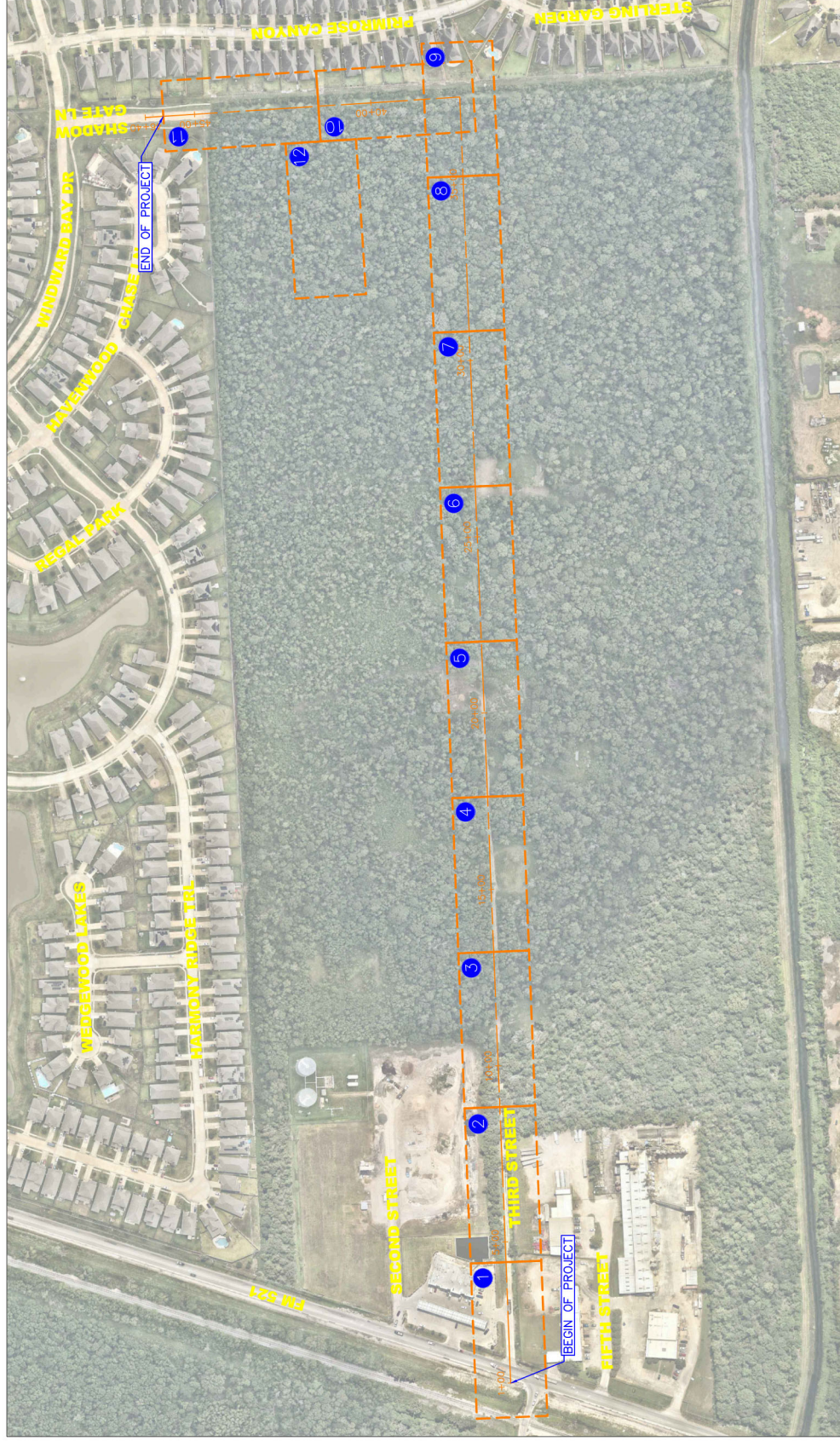
A handwritten signature in blue ink that reads "Epi E. Salazar Jr. P.E.".

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

LEGEND

PLAN SHEET NUMBER

PLAN SHEET LIMITS



FORT BEND COUNTY
ENGINEERING DEPARTMENT

DOCUMENT IS FOR INTERIM REVIEW AND NOT
INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT
PURPOSES
EPIFANIO E. SALAZAR JR., P.E.
TEXAS REG. NO. 148
DATE: 01/10/2025
SES HORIZON CONSULTING ENGINEERS, INC.
TEXAS REGISTERED ENGINEERING FIRM F03922



PROJECT NAME	THIRD STREET AND SHADOW GATE LN FROM 521 TO SHADOW GATE LN
PROJECT AREA	PROJECT AREA
DATE	1/10/2025
DESIGNED BY	EPIC
CHECKED BY	DJC
SCALE	1" = 150'
DATE	Jan-25
DISCIPLINE	Civil Structural Transportation
SHEET NO.	1

Fort Bend County (FBC) 2023 Mobility Bond Program Fee Estimate Worksheet

Project : FBC Precinct 2, 3rd Street And Shadow Gate Lane, FBC Project Number 23214

TASK DESCRIPTION	PRINCIPAL	PROJECT COORDINATOR	STRUCTURAL ENGINEER	SENIOR ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	TECHNICIAN	ADMINISTRATION	TOTAL HOURS	Task Total
1. Preliminary Design (LS)										\$ 630,843.30
Establish a Typical Cross Section					16	8			24	\$ 2,720.00
Determine ROW Acquisition Needs					24				24	\$ 3,120.00
Determine Potential Conflicts with existing facilities & utilities					24				24	\$ 3,120.00
Identify Critical Path Items					20				20	\$ 2,600.00
Identify Problem Areas and Potential Resolutions					16				16	\$ 2,080.00
Site Visit					16	16			32	\$ 3,360.00
Prepare a Construction Cost Estimate					40				40	\$ 5,200.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 1)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 2)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 3)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 4)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 5)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 6)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 7)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 8)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 9)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 10)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 11)					12	12			24	\$ 2,520.00
Prepare 30% Plan And Profile Sheets (Detention Pond - Sheet 12)					12	12			24	\$ 2,520.00
Survey										
Corridor Design Survey										\$ 37,690.00
Detention Design Survey										\$ 11,316.00
Right Of Way Survey										\$ 23,696.00
Parcel Survey										\$ 55,988.00
Right Of Entry Coordination										\$ 7,723.00
Geotechnical										
Geotechnical Investigation										\$ 62,924.00
Preliminary Hydrology And Hydraulics										
Project Management										\$ 62,990.10
Drainage Study										\$ 129,087.60
Preliminary Hydrology And Hydraulic Calculations										\$ 77,106.60
Reproduction Services And Other Reimbursable Expenses										\$ 800.00
Additional Services										\$ 20,000.00
FM 521 Traffic Signal Warrant Study										\$ 3,120.00
Utility Coordination (CPE Gas, CPE Electric, Private Pipelines and Communications)					24				24	\$ 3,120.00
Utility Coordination (LID, MUD Record Drawings Review And Assessment)					24				24	\$ 3,120.00
Survey, H&H And Geotechnical Coordination (~10% Of Subprovider Fees)										\$ 64,000.00
Tree Preservation And Tree Protection Plan (Preliminary Assessment/Inventory And Site Visit)					0	0			0	\$ -
Project Management & Meetings					60				60	\$ 7,800.00
Project Management & Meetings With LID, MUD And Adjacent FBC Mobility Project					24				24	\$ 3,120.00
Project Management & Meetings With TXDOT, FBCCD And Others					24				24	\$ 3,120.00
Develop PER					40	20			60	\$ 6,800.00
Preliminary Phase Expenses										\$ 3,000.00
2. Final Design (LS)										\$ 190,376.20
Cover Sheet & Index					4	4			8	\$ 840.00
General Notes					8	8			16	\$ 1,680.00
Quantities (Summary Sheets)					24	24			48	\$ 5,040.00
Typical Sections (70%-Final)					16	16			32	\$ 3,360.00
Project Layout					12	12			24	\$ 2,520.00
Prepare Drainage Area Sheets And Calculations (4 Sheets, Develop Sheets Using Omega Shape Pipes And Inlet Data)					40	40			80	\$ 8,400.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 1)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 2)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 3)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 4)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 5)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 6)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 7)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 8)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 9)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 10)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Roadway And Drainage - Sheet 11)					16	16			32	\$ 3,360.00
Prepare Final Plan And Profile Sheets (Detention Pond - Sheet 12)					16	16			32	\$ 3,360.00
Final Hydrology And Hydraulics										
Final Hydrology And Hydraulic Calculations										\$ 47,635.20
Driveway Schedule For Future Private Driveways And Driveway Culverts					40	40			80	\$ 8,400.00
FM 521 Traffic Signal Design (Interim And/OR Final)					0	0			0	\$ -
TCP Advance Warning Signs					12	12			24	\$ 2,520.00
TCP Overview & Narrative					20	20			40	\$ 4,200.00
Detour Plans (with County Approval only)					0	0			0	\$ -
Traffic Control Plan					26	26			52	\$ 5,460.00
Temporary Traffic Signal Plans					0	0			0	\$ -
SWPPP Sheets					24	24			48	\$ 5,040.00
Culvert/Bridge Layouts					0	0			0	\$ -
Culvert/Bridge Detail Sheets					0	0			0	\$ -
Design Calculations					0	0			0	\$ -
Signing & Pavement Markings (11 Sheets)					66	66			132	\$ 13,880.00
Detail Sheets					16	16			32	\$ 3,360.00
Standard Details					8	8			16	\$ 1,680.00
Tree Preservation And Protection Plan Consultant (Subprovider Burditt)										\$ -
Tree Preservation And Protection Plan (0 Sheets)					0	0			0	\$ -
Technical Specifications					16	16			16	\$ 2,080.00
Bid Form					12				12	\$ 1,560.00
Construction Cost Estimate					24	24			48	\$ 5,040.00
Utility & Agency Approvals & Signatures					0	0			0	\$ -
Cross Sections With Earthwork Calculations					40	40			80	\$ 8,400.00
Responses to Comments					24	24			48	\$ 5,040.00
Project Management & Meetings					24				24	\$ 3,120.00
Project Management & Meetings With TXDOT, FBCCD And Others					24				24	\$ 3,120.00
Project Management & Meetings With LID, MUD And Adjacent FBC Mobility Project					40				40	\$ 5,200.00
Final Design Phase Expenses										\$ 2,500.00
3. Bid & Construction Phase Services (T&M)										\$ 24,700.00
Project Manual & Plans					24				24	\$ 3,120.00
Attend Pre-Bid Meeting					4	2			6	\$ 680.00
Answer Bidder Questions & Addendum					20				20	\$ 2,600.00
Attend Pre-Construction Meeting					12				12	\$ 1,560.00
Review Contractor Submittals					32				32	\$ 4,160.00
Answering Requests for Information					40				40	\$ 5,200.00
Substantial Completion Walkthrough					8	8			16	\$ 1,680.00
Record Drawings					20	20			40	\$ 4,200.00
Bid & Construction Phase Expenses										\$ 1,500.00
SUBTOTAL										\$ 845,918.50
MANHOUR SUBTOTAL	0	0	0	0	1368	814	0	0	2,182	
LABOR RATE PER HOUR	\$202.00	\$150.00	\$144.00	\$135.00	\$130.00	\$80.00	\$59.00	\$50.00		
SUBTOTAL LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$177,840.00	\$65,120.00	\$0.00	\$0.00		
TOTAL										\$ 845,918.50



12000 Aerospace Avenue, Suite 450
Houston, TX 77034
Office: 346.250.4425
Fax: 512.583.2601

Doucetengineers.com
TBPLS Firm No. 10194551

May 5, 2025

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: Fort Bend County – 3rd Street and Shadow Gate Survey

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 (client) is requesting survey services for a proposed roadway located in Fort Bend County, Texas.

SCOPE OF SERVICES

Doucet proposes to provide SES Horizon (Client) the following Land Surveying or Geospatial Services:

A. Corridor Design Survey (Task 705)

Doucet will perform topographic survey of the proposed corridor shown in Exhibit "A".

It is assumed the width of the corridor will be one-hundred forty (140) feet.

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 100-foot grid. A digital terrain model (DTM) will be generated and 1-foot contours displayed on the face of the survey.

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



The location of approximately twenty (20) Geotech boring location will be surveyed.

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.

Doucet will coordinate with pipeline company to obtain two (2) probed depths on pipeline crossing the proposed right-of-way.

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

B. Detention Pond Design Survey (Task 705)

Doucet will perform topographic survey of an are for a proposed 3-acre detention pond.

It is assumed the location will be somewhere within the project area shown 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.

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

C. Right-of-Way Survey (Task 704)

- Conduct record research sufficient to map existing right-of-way, adjacent landowners, and easements along the project alignment.
- 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. It is assumed this will be completed three (3) times.
- Prepare final ROW maps
- Deliverables
 - i. ROW and easement strip map
 - ii. Parcel Exhibits and Descriptions

D. Parcel Descriptions (Task 704)

- Prepare final ROW maps
- Prepare metes and bounds description for 52 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
 - Parcel Exhibits and Descriptions

E. Right-of-Entry Coordination (Task 704A)

- Develop right-of-entry letter template to be approved by project engineer and Fort Bend County.
- Prepare ownership list with mailing addresses for affected parcels
- Mail right-of-entry letters to owners within proposed right-of-way.
- Track responses on web-map made available to project stakeholders.

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.



DOUCET

- 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 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:

I. Geospatial

Description	Fee Basis	Fee
A. Corridor Design Survey (Task 705A)	Lump Sum	\$ 37,690.00
B. Detention Design Survey (Task 705B)	Lump Sum	\$ 11,316.00
C. Right-of-Way Survey (Task 704)	Lump Sum	\$ 28,698.00
D. Parcel Survey (Task 703)	Lump Sum	\$ 55,988.00
E. Right-of-Entry Coordination (Task 704A)	Lump Sum	\$ 7,723.00
Project Totals:		\$ 141,415.00



APPROVAL

Attached to this letter proposal is a fee schedule. 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,

A handwritten signature in blue ink, appearing to read "Dillon Fugate".

Dillon Fugate, R.P.L.S.
Division Manager, Geospatial

TBPE Firm #3937
TBPELS Firm #10194551

Terms and Conditions of Letter Proposal and Attachments
Agreed to this _____ day of _____, 2025.

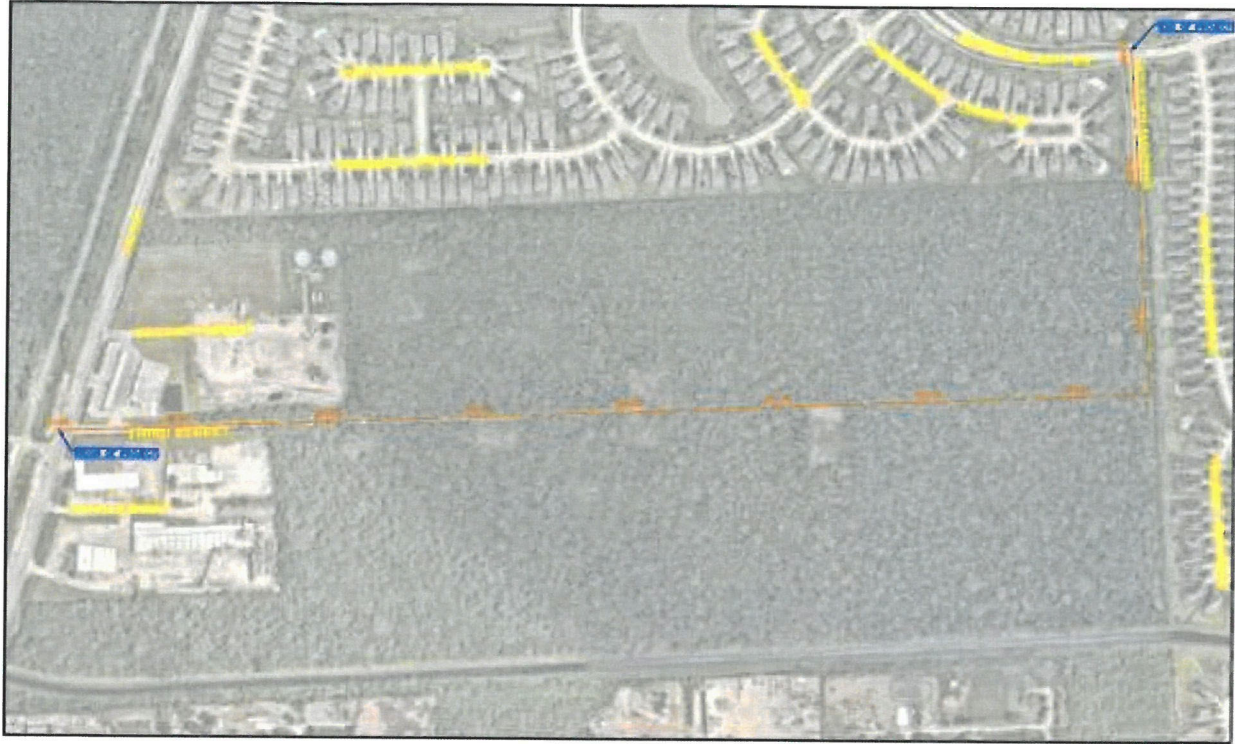
SES Horizon

By: _____

Name: _____

Title: _____

Exhibit "A"





Schedule A

Doucet Fee Schedule (2024)*

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Senior Program Manager	\$290	Senior Construction Manager	\$280
Program Manager	\$235	Construction Manager	\$175
Senior Project Manager	\$290	Survey Crew III	\$245
Project Manager III	\$235	Survey Crew II	\$185
Project Manager II	\$210	Survey Crew I	\$140
Project Manager I	\$195	Survey Technician III	\$175
Senior Principal Professional	\$295	Survey Technician II	\$160
Principal Professional	\$280	Survey Technician I	\$130
Senior Professional	\$220	Project Administrator	\$140
Project Professional	\$165	Administrator	\$120
Professional	\$155	Expert Witness	\$550
Staff Professional II	\$150	LiDAR Scanner	\$120/hr.
Staff Professional I	\$130	Drone	\$675/hr.
Senior CADD Designer	\$165	Ground Targets	\$35/ea.
CADD Operator	\$145	Mileage	\$0.67/mi
Senior Project Controls Professional	\$190	Concrete Monuments	\$290/ea.
Project Controls Professional	\$170	ATV/Boat/Sonar	\$500/dy.

DOU DA 2024 Rate Table A

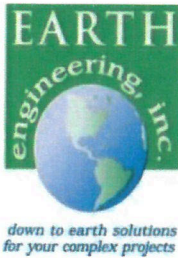
* *Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical, and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists. Doucet reserves the right to periodically adjust our fee schedule.*

Reimbursable Expenses

Direct non-salary expenses incurred and not applicable to general overhead are billed at cost for administrative and handling charges. Please note that physical backup for reimbursable expenses will not be included with invoices unless a written request to do so is submitted to Doucet's accounting department.

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

Travel and lodging, including out of town transportation by Doucet's vehicles at standard rates; mail, delivery, courier and express charges; legal and accounting fees (including attorney's fees charged by Doucet'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.



EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • www.eartheng.com

May 2, 2025

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

Proposal No.: P-EE2429611-G

[Sent Via E-Mail: epi.salazar@seshorizon.com](mailto:epi.salazar@seshorizon.com)

(713) 988-5504 (Office)
(713) 988-1441 (Facsimile)
(281) 635-1881 (Mobile)

GEOTECHNICAL EXPLORATION FOR A 2-LANE CONCRETE ROAD EXTENDING FROM FM 521 TO SHADOW GATE LN. IN FORT BEND COUNTY, TX.

Dear Mr. Salazar,

Earth Engineering, Inc. is pleased to present this proposal to perform geotechnical Investigation for the above project in Fort Bend County, Texas.

Provided information indicates that the construction of a new roadway, named Third Street, will extend from FM 521 to Shadow Gate Lane, spanning approximately 4,300 feet.

The project involves the creation of a new 2-lane concrete road, featuring sidewalks on both sides and roadside ditches. The road will be crossing a pipeline alignment.

It is also understood that the proposed road will be constructed along a swamp area running north to south, located at Shadow Gate Lane.

The project also includes a detention pond.

Fort Bend County Engineering Design Manual (March 2022) will be adopted for this project:

1. Drilling and sampling one (1) boring at a depth of 15 feet every 500 feet along the road alignment to be constructed west to east direction. A total of eight (8) borings will be drilled.

2. Drilling and sampling one (1) boring at a depth of 30 feet every 250 feet along the road alignment to be constructed south to north direction and along the swamp area. A total of four (4) borings will be drilled.

SCOPE OF WORK

The scope of our services was specified based on Fort Bend County and Harris County stands and specifications:

1. Drilling and sampling eight (8) borings to a depth of 15 feet along the proposed road alignment for the section that will run west to east.
2. Drilling and sampling four (4) borings to a depth of 30 feet along the proposed road alignment for the section that will run south to north and along the swamp area.
3. Drilling and sampling two (2) borings to a depth of 30-feet at proposed detention pond.
4. Obtaining continuous soil samples to a depth of 12 feet.
5. **Earth Engineering** will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).
6. Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, Unconsolidated-Undrained Triaxial test, California Bearing Ratio (CBR), and OMD Standard Compaction as deemed appropriate.
7. Utilizing the results of observations both in the field and in limited laboratory tests, **Earth Engineering** will author a report that will include the following subjects:
 - soil stratigraphy: soil encountered up to 30 feet
 - groundwater conditions and groundwater control during construction
 - develop design recommendations for the proposed pavement including both rigid (concrete) and flexible (asphalt) pavement.
 - develop design recommendations for the underground utilities. The recommendations will include buried structures such as manhole etc.
 - classify the soil types in accordance to FBC requirements based on the characteristics of the soils along the alignment



- recommend the utilities bedding in accordance with FBC standards and specifications
- present subgrade stabilization options such as lime/fly-ash for cohesion-less soils and lime for cohesive soils
- provide slope stability analysis for the detention pond for both long term and rapid draw down.
- Recommend slope sides stabilization methods and comment on the suitability of the excavated material to be used as a select fill.
- recommend construction considerations, as deemed necessary
- recommend back-fill material specifications
- Incorporating all of the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.

SCHEDULING

We anticipate that the total project duration will be 60 working days.

ESTIMATED FEES

- Eight (8) borings @15' each along the road alignment for the section that will run west to east.
- Four (4) borings @30' each along the road alignment for the section that will run south to north.
- Two (2) borings @ 30' each for the detention pond.

The total cost for the geotechnical study is estimated to be **\$62,924.00**



SERVICE DESCRIPTION	UNIT FEE	AMOUNT	UNIT	ESTIMATED COST
Field Exploration				
Mobilization/Demobilization	\$746	4	Mob	\$2,984.00
Drilling and sampling (0-50) feet - 8 borings to 15 feet each and 2 borings to 30 feet each for the detention pond.	\$24	300	feet	\$7,200.00
Boring grout	\$13	300		\$3,900.00
Field Engineer supervision and layout	\$122.00	30	hours	\$3,660.00
Vehicle Charge	\$104.00	4	Trips	\$416.00
Site Clearing	\$5,000.00	1	hours	\$5,000.00
		Subtotal:		\$23,160.00
Laboratory Testing				
Atterberg Limits (LL, Pi's)	\$76.00	50	tests	\$3,800.00
Moisture Contents	\$12.00	60	tests	\$720.00
Percent Finer than No. 200 Sieve	\$59.00	10	tests	\$590.00
California Bearing Ratio (CBR)	\$259.00	6	tests	\$1,554.00
Unconsolidated Undrained Strength Test	\$77.00	24	tests	\$1,848.00
Crumb tests	\$46.00	20	tests	\$920.00
PH of Soil	\$21.00	10	tests	\$210.00
		Subtotal:		\$9,642.00
Engineering and Report Writing				
Principal Engineer, P.E.	\$266.00	12	hours	\$3,192.00
Senior Geotechnical Engineer	\$218.00	110	hours	\$23,980.00
Support Personnel	\$59.00	50	hours	\$2,950.00
		Subtotal		\$30,122.00
		TOTAL		\$62,924.00

INSURANCE

Earth Engineering inc. maintains the following insurance:

- Professional Liability (errors and omissions): one **million**.
- General Liability: **two million**.
- Workman's Compensation: **one million**.
- Commercial Auto Insurance: **one million**.
- Umbrella Insurance: **six million**



CLIENT RESPONSIBILITIES

Earth Engineering, Inc. requests that you provide the following information prior to the site visit and our site activities:

- Formal written authorization.
- Name and telephone number of a responsible client contact, if other than yourself.
- Any geotechnical, environmental, geologic, and hydrological report previously prepared for the study area, to which you have access, as well as information regarding any similar report currently being undertaken.
- Any restrictions or limitations to, or requirements for site access to be adhered to by **Earth Engineering** personnel.

Should you have any questions concerning this proposal or other services we may provide, please feel free to contact us at (713) 681-5311 or by e-mail at moes@eartheng.com. We will be pleased to discuss them with you.

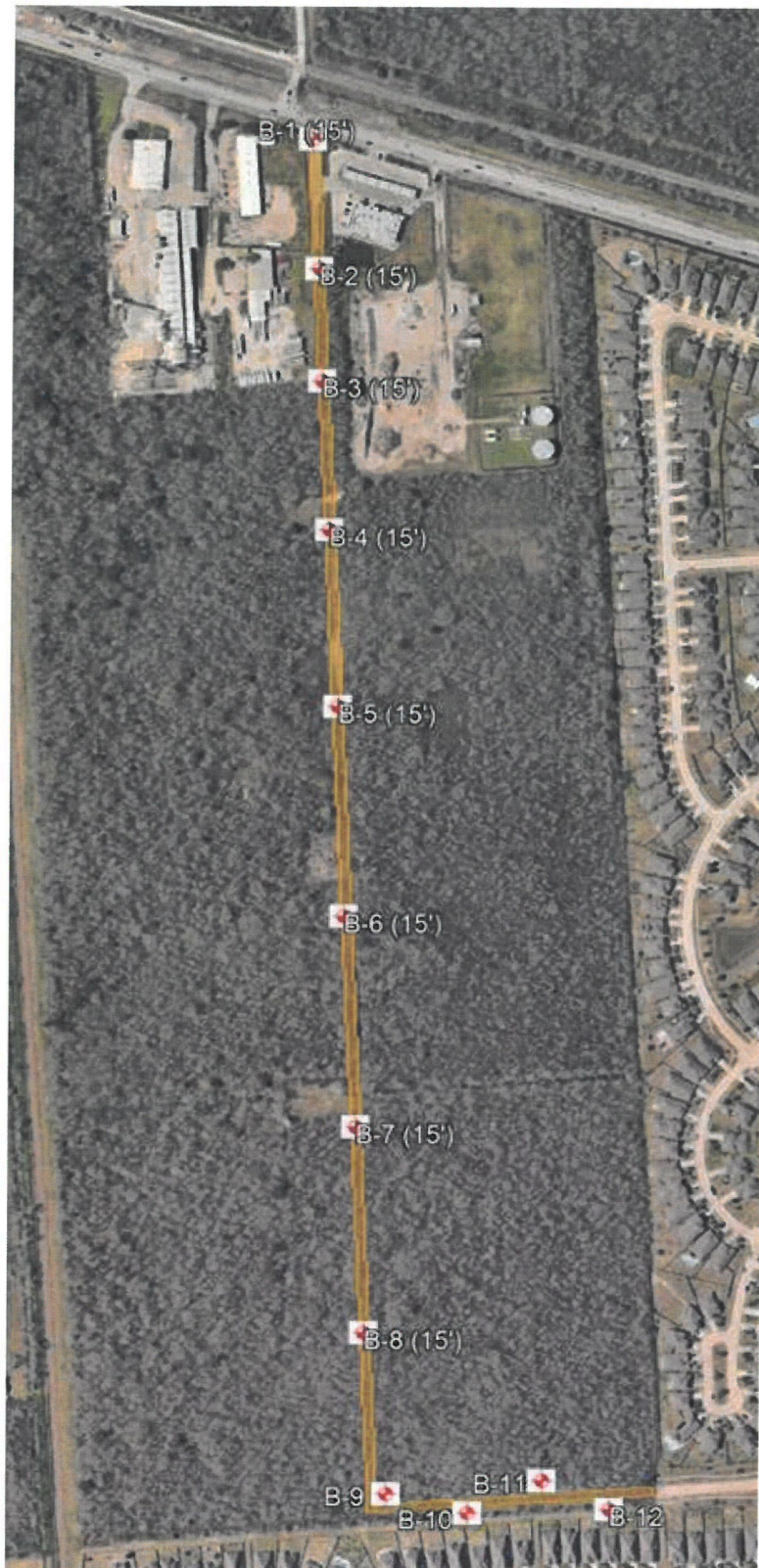
Yours very truly,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

Moe A. Shihadeh, P.E., D.GE
Founding Principal - Diplomate Geotechnical Engineering



Borings Locations



February 21, 2025

Epifanio E. Salazar P.E.
SES Horizon Consulting Engineers, Inc.
10101 Southwest Fwy #400,
Houston, TX 77074

**Re: Proposal for Drainage Analysis and Design for Third Street and Shadow Gate Lane
From 521 to Shadow Gate Lane**

Dear Mr. Salazar,

Omega Engineers, Inc. (OEI) is submitting this proposal for drainage analysis and design for the proposed street construction of a two-lane street with ditches and sidewalk to be called Third Street in Fort Bend County. The drainage analysis includes a drainage masterplan of the area known as the "Fresno Dome" which is largely undeveloped. The size of the area of analysis is estimated to be approximately 126 acres and is bounded by the Shadow Creek development to the north and east sides, FM-521 Road to the west and a tributary of the Mustang Bayou to the south.

For the purposes of this proposal, we assume the roadway configuration presented to us during a site visit, conducted on December 6, 2024, will not change to an urban cross-section (curb and gutter street). The adjacent parcels are zoned residential and there is no existing street (paved or unpaved) at the present time. Future development of the area for the purposes of the drainage masterplan is assumed to be of single-family home lots with Cul de Sac road extensions connected to the proposed Third Street. The location of the proposed street falls within the jurisdiction of the City of Pearland as this area is part of the City's Extra Territorial Jurisdiction (ETJ).

The services to be provided include attendance to meetings, site visits, review of a geotechnical report, completion of a drainage masterplan report according to Fort Bend County and City of Pearland drainage criteria with analysis of the 10-year, 25-year and 100-year storm events, development of multiple alternatives, engineer's opinion of cost of the alternatives (drainage portion), permitting submittals to Fort Bend County, TxDOT and the agencies listed in the City of Pearland Engineering Design Manual, review of utility data, limited desktop survey of oil and gas utilities, and drainage related drawings with details based on the recommended drainage design alternative that will be included in the final design construction set. The jurisdictional agency submittals will be delivered to the program manager for agency distribution. The attached level of effort shows more details about the tasks we deem necessary to complete this assignment.

The following exclusions and deviations from the proposal are noted:

- Surveying Services and Environmental Phase Services done by others.
- Design of stormwater pump stations

- Wetland delineation, preparation of environmental report and permitting with USCOE
- Geotechnical Engineering Services
- Bid Phase and Construction Phase services.
- Subconsultant project management and invoicing

Please review and approve this request for authorization to perform these engineering services. The estimated lump sum fee for these services is \$ 317,619.50. Additional services estimated at \$ 20,000.00 are not included in the lump sum fee and can be added as needed at a future date. Should you need further information, please feel free to contact me at arodriguez@omegaengineers.com.

Sincerely,

Omega Engineers, Inc.



Abraham E. Rodriguez, PE
Attachments

PRIME PROVIDER NAME: SES Horizon Consulting Engineers
CONTRACT NUMBER:
PROJECT NAME/CS: 3rd Street and Shadow Gate Lane
LIMITS: from 624 to Shadow Gate Lane
SUBPROVIDER NAME: Omega Engineers, Inc.

Date

2/21/2025

TASK DESCRIPTION												TOTALS	HOURS
CONTRACT RATE PER HOUR													
Phase 1: Preliminary Design and Project Management													
Project Management													
Progress Meetings with Prime (Monthly meetings)-12	24				24								
Coordination / Meetings with Agencies	12				12								
Attend and Prepare Slides for FBC Preliminary Engineering Report Meeting	4												
Monthly Progress Report - Assume 12 Months	13												
QA/QC													
Conduct field inspections/visits	4				12								
Collect applicable data (e.g. GIS, Gauge, etc.)	2												
Collect FRM, FIS Study data, and models.	1												
Review survey data and coordinate additional survey needs.	2												
Utility Research Review - Acquisition by Prime													
Roadway Design Variance - City of Peasland - By Prime	8												
Other County Submittals	4												
Submit to TxDOT with application	3				8								
Drainage Study													
Alternative Development	4				16								
Drainage Study Report / Masterplan - Includes provisions for ultimate roadway cross section.	40				80								
Drawings - 30, 70, 95, 100 percent													
Cover By Others													
Index - By Others													
Survey - By Others													
SWPPP - By Others													
Existing Drainage Area Map sheets (1 Sheet)	2				2								
Non-FEMA Structures Hydraulic Data sheets (2 Sheets)	4				2								
Culvert Layout sheets (2 Sheets)	4				6								
Proposed Drainage Area Map sheets (1 Sheet)	2				4								
Proposed Drainage Plan sheets (10 Sheets)	10				2								
Pond Drawings (34 Sheets)	3				3								
Complete Drainage Summary Table for Drainage Sheets	1				8								
Drainage Details STD TxDOT, FBC, City of Peasland	8												
Preliminary Hydrology and Hydraulic Calculations													
Develop ROW/ROW pre- and post-construction drainage areas boundaries and determine parameter values.	4				4								
Determine and delineate impervious and scale, parameter values.	4				4								
Develop pre- and post-conditions discharges for 10-yr, 25-yr and 100-yr return periods	4				4								
Develop and verify offsite areas and hydrology parameters for culverts	4				4								
Complete methodology, calculate results, and incorporate in the study	4				4								
Overall Frontage Road Trunkline DA Delineations (Up to 4 outfall locations on preferred alternative)	8				4								
Preliminary Overall Runoff Computations (Up to 4 outfall locations on preferred alternative)	8				4								
Preliminary Hydrology Model Setup	8				4								
Preliminary Trunkline Sizing for Construction Estimate (on preferred alternative)	8				4								
Cost Estimate - Drainage Portion	24												
Existing Structure Analysis (Using HY-8 or HEC-Ras, Up to 4 outfall locations)	8												
Proposed Structure Analysis (Using HY-8 or HEC-Ras, Up to 4 outfall locations)	8												
Evaluate impacts (protons) of peak flow, etc. upstream and downstream of crossings.	8												
Scour Analysis (N/A)													
Reproduction Services and Other Reimbursable Expenses (Direct Costs)													
Mileage													
Reproduction Services													
Phase 2: Final Design													
Final Hydrology and Hydraulic Calculations													
Refine ROW/ROW pre- and post-construction drainage areas boundaries and determine parameter values.	2				8								
Refine delineation of impervious areas and soils	2				4								
Finalize pre- and post-conditions discharges for 10-yr, 25-yr and 100-yr return periods	2				4								
Verify offsite areas and hydrology parameters for culverts	2				2								
Refine Overall Frontage Road Trunkline DA Delineations (Up to 4 outfall locations on preferred alternative)	4				2								
Final Overall Runoff Computations (Up to 4 outfall locations on preferred alternative)	4				2								
Final Hydrology Model	2				2								

PRIME PROVIDER NAME: SES Horizon Consulting Engineers
CONTRACT NUMBER:
PROJECT NAME/CSJ: 3rd Street and Shadow Gate Lane
LIMITS: from E21 to Shadow Gate Lane
SUBPROVIDER NAME: Omega Engineers, Inc.

Date

2/21/2025

TASK DESCRIPTION	Senior PM	Engineer (Design)	Senior Project Engineer	Engineering-In-Training	Quality Manager	Hydrologist - Senior	Hydrologist	GIS Manager - Senior	GIS Operator - Senior	CADD Operator	CADD Operator - Senior	TOTALS	HOURS
CONTRACT RATE PER HOUR	\$ 256.50	\$ 179.10	\$ 219.60	\$ 129.60	\$ 202.50	\$ 175.50	\$ 144.00	\$ 156.40	\$ 94.50	\$ 105.00	\$ 108.90		
Final Timeline Sizing for Construction Estimate (on preferred alternative)	4		4	12								\$ 3,459.60	20
Final Cost Estimate	4		4									\$ 1,504.40	8
Existing Structure Analysis (Using HY-8 or HEC-Ras, Up to 4 outfall locations)	2		4			2	4					\$ 2,318.40	12
Proposed Structure Analysis (Using HY-8 or HEC-Ras, Up to 4 outfall locations)	2		4			2	8					\$ 2,894.40	16
Evaluate impacts (proposed) of peak flow, etc. upstream and downstream of crossings.	4		4	12		2	12					\$ 5,538.60	34
Additional Services													
Additional Meetings and Coordination												\$ 5,000.00	-
Additional Outfall Analysis in Excess of 4 Outfalls												\$ 15,000.00	-
HOURS SUB-TOTALS	289	50	245	381	64	88	238	74	196	334	25	\$ 337,619.30	1,623
CONTRACT RATE PER HOUR	\$ 256.50	\$ 179.10	\$ 219.60	\$ 129.60	\$ 202.50	\$ 175.50	\$ 144.00	\$ 156.60	\$ 94.50	\$ 105.00	\$ 108.90		
TOTAL LABOR COSTS	\$ 74,128.50	\$ 8,955.00	\$ 53,802.00	\$ 49,377.60	\$ 12,960.00	\$ 15,444.00	\$ 34,272.00	\$ 11,568.40	\$ 18,522.00	\$ 35,070.00	\$ 2,700.00		
% DISTRIBUTION OF STAFFING	18%	3%	15%	23%	4%	5%	15%	5%	12%	21%	2%		

Summary Table

Phase 1: Preliminary Design and Project Management	
Project Management	\$ 62,998.10
Drainage Study	\$ 125,067.80
Preliminary Hydrology and Hydraulic Calculations	\$ 77,106.60
Reproduction Services and Other Reimbursable Expenses (Direct Costs)	\$ 800.00
Subtotal	\$ 265,972.50
Phase 2: Final Design	
Final Hydrology and Hydraulic Calculations	\$ 47,633.20
Subtotal	\$ 47,633.20
Labor Subtotal	\$ 317,615.50
Additional Services	\$ 20,000.00
Total	\$ 337,615.50

PROJECT NO: 2-xx				COST SUMMARY				
ROAD NAME: Third Street				CONSTRUCTION	\$	2,889,000		
ENTER LIMITS: FROM: FM 521				ENGINEERING				
TO: Shadow Gate Ln				PROGRAM & ESCALATION				
ENTER LENGTH: FEET = 4,200				ENVIRONMENTAL				
STA = 42.0				CM&I & CMT				
MILES = 0.80		Sta: 42.00		RIGHT OF WAY & UTILITIES	\$	2,483,000		
SELECT ROADWAY TYPE CONCRETE 2-LANE C&G (27' F-F)		42.00		TOTAL PROJECT BUDGET				
NONE				OTHER CONTRIBUTIONS	\$	-		
DESCRIPTION: Construction of a new roadway, named Third Street, extending from FM 521 to Shadow Gate Ln, spanning approximately 4300 ft. The project involves the creation of a new 2-lane concrete road, featuring sidewalks on both sides and roadside ditches. The road will be crossing a pipeline.								
				PREPARED BY: Katlyn Dezam, E.I.T.				
				REVISION DATE: 10/23/2024				
DESCRIPTION			UNIT	QTY	COST	AMOUNT	COMMENTS/ ASSUMPTIONS	
CONSTRUCTION							FORMULA FOR DESCRIPTION: B Length*Width/Area*Cost/Area*Area	
A	SITE PREPARATION	Major	2	STA	42.0	\$ 7,000.00		\$ 296,140
EARTHWORK								
B	CONCRETE 2-LANE C&G (27' F-F)			STA	42.0	\$ 9,990.00		\$ 419,580
	NONE			STA	0.0	\$ -		\$ -
	NONE			STA	0.0	\$ -		\$ -
				Total Earthwork	\$	419,580		
PAVING								
C	CONCRETE 2-LANE C&G (27' F-F)			STA	42.0	\$ 25,822.00		\$ 1,084,524
	NONE			STA	0.0	\$ -		\$ -
	NONE			STA	0.0	\$ -		\$ -
				Total paving	\$	1,084,524		
D	STORM SEWER	No		STA	0.0	\$ 26,100.00		\$ -
	OPTIONAL ADDITIONAL STORM SEWER			STA	0.0			\$ -
E	DETENTION	EXISTING PAVEMENT WIDTH		FT	22			
F	TCP	Pond		AC FT	1.16	\$ 50,000.00		\$ 57,851
		None						
G	SIGNING & PAVEMENT MARKINGS		0	STA	42.0	\$ -		\$ -
H	TRAFFIC SIGNAL			STA	42.0	\$ 900.00		\$ 37,800
I	SWPPP	Typical	1	EA	0.000	\$ 300,000.00		\$ -
J				STA	42.0	\$ 984.42		\$ 52,714
K	SIDEWALKS (5')	Both Sides	2	STA	42.0	\$ 8,400.00		\$ 352,800
L	BRIDGE	None		SF		\$ -		\$ -
M	OPEN DITCH & CROSS CULVERTS			STA	42.0	\$ -		\$ -
N	RETAINING WALLS	None		SF		\$ -		\$ -
O	TRAFFIC ROUNDABOUT	None		EA		\$ -	\$ -	
P	DRIVEWAYS			EA	2	\$ 5,000.00	\$ 10,000	
	OTHER			EA		\$ -	\$ -	
	OTHER			EA		\$ -	\$ -	
	OTHER			EA		\$ -	\$ -	
PUBLIC UTILITIES								
RELOCATE WATER DISTRIBUTION				STA		\$ 1,500.00	\$ -	
RELOCATE WATER TRANSMISSION				STA		\$ 3,500.00	\$ -	
RELOCATE SANITARY SEWER				STA		\$ 6,500.00	\$ -	
RELOCATE FORCE MAIN				STA		\$ 6,500.00	\$ -	
CONTINGENCY (% x CONST ITEMS)			BUDGET		25%	\$ 577,900		
SUBTOTAL CONSTRUCTION COST						\$ 2,889,000		
RIGHT OF WAY & UTILITIES								
DEVELOPED				SF	154,080	\$ 5.00	\$ 770,400	ROW plus Detention pond
HARD CORNERS				EA	2	\$ 5,000.00	\$ 10,000	
STRUCTURES				EA		\$ 20,000.00	\$ -	Impact to fences, sheds, etc.
FENCES				LF	0			
ROW ACQUISITION COSTS				PARCEL	51	\$ 6,000.00	\$ 306,000	Land Value and Fees
PIPELINE RELOCATION (<8")				EA		\$ 500,000.00	\$ -	
PIPELINE RELOCATION (8"-16")				EA	1	\$ 900,000.00	\$ 900,000	16" Nustar
PIPELINE RELOCATION (>16")				EA		\$ 1,200,000.00	\$ -	
OTHER UTILITIES				BUDGET				
CONTINGENCY (% x ROW & UTILITY COST)			BUDGET		25%	\$ 496,600		
SUBTOTAL RIGHT OF WAY & UTILITIES						\$ 2,483,000		