

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 Two Hundred Sixty Two Thousand, Fifty One and 00/100 Dollars (\$262,051.00). 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 \$262,051.00. 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 \$262,051.00 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 \$262,051.00.

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. ENGINEER SHALL FURTHER 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 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 incapacities 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.
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: **Wilson Engineering & Construction Services, PLLC**
 Attn: _____
 4434 Bluebonnet Drive
 Suite 144
 Stafford, Texas 77477

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.

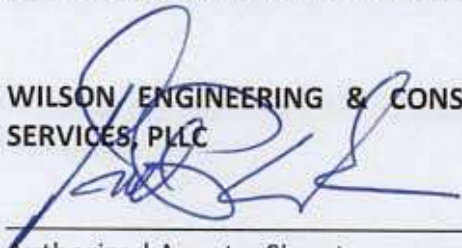
41. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies 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

WILSON ENGINEERING & CONSTRUCTION SERVICES, PLLC

KP George, County Judge



Authorized Agent – Signature

Date

GERALD P. WILSON

Authorized Agent- Printed Name

ATTEST:

OWNER

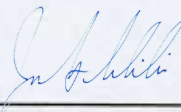
Title

Laura Richard, County Clerk

25 AUG 2025

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

(Follows Behind)



Proposal for Civil Engineering Design Services

Reconstruction of Sears Road – Fort Bend County Precinct 2

Submitted by:

Wilson Engineering & Construction Services, PLLC
4434 Bluebonnet Drive, Suite 144
Stafford, Texas 77477

1. Project Overview

Wilson Engineering & Construction Services, PLLC (WECS) proposes to reconstruct Sears Road, a critical connector in Fort Bend County Precinct 2. This project spans approximately 1,600 feet from FM 521 eastward to its terminus. The reconstruction includes upgrading the existing 20-foot-wide asphalt roadway to two 12-foot-wide asphalt-paved lanes.

The project will also evaluate and improve the current drainage system, determining whether to retain roadside ditch drainage or transition to an underground storm sewer system based on design findings.

Situated within the City of Arcola and its extraterritorial jurisdiction (ETJ), the project area includes rural residential properties, commercial establishments, and proximity to the Glendale Lakes residential development. Drainage considerations include a nearby easement potentially impacting design. Utilities within the right-of-way (ROW) include water, wastewater, and overhead power lines.

2. Scope of Work

Phase 1 – Preliminary Engineering

2.1 Site Visit

The Design Consultant will:

- Conduct a site visit to document existing conditions.
- Observe and photograph the road, utilities, and adjacent development.
- Identify and report potential issues to the Program Manager.

2.2 Mapping

A detailed plan-view map will be created using CAD software. Deliverables include:

- An 11"x17" PDF map.
- A KMZ file with aerial imagery and project details.

2.3 Topographic Survey

- Perform boundary and topographic surveys for the ROW and adjacent parcels.
- Address gaps, overlaps, and boundary discrepancies.
- Document building lines, easements, and property ownership.
- Prepare an abstract map showing ROW, easements, and property boundaries with ownership details.

2.4 Geotechnical Investigation

- Conduct soil borings for roadways, embankments, detention facilities, detention pond(s) and drainage system(s).
- Provide a signed, sealed, and dated geotechnical report.

2.5 Alternatives Analysis

- Develop design alternatives with ROW constraints and cost estimates.
- Analyze drainage impacts and recommend mitigation strategies.

2.6 Utility Coordination

- Perform Level C and D utility location services.
- Prepare a utility conflict matrix and identify all known conflicts.

2.7 Preliminary Engineering Report (PER)

- Compile findings, alternatives, cost estimates, and recommendations.
- Present the PER to all stakeholders including City of Arcola for review and input.

Phase 2 – Final Design

Prepare detailed construction plans and cost estimates at the following stages:

- **70% Submittal:** Incorporate stakeholder review comments.
- **95% Submittal:** Near-final plans for review.
- **100% Submittal:** Final signed and sealed plans ready for bidding.

Plans will include:

- Roadway and pedestrian facilities design (sidewalk on one side).
- Drainage and utility coordination plans.
- Traffic control and SWPPP plans.
- Permitting and ROW acquisition documentation.

Bid Phase

- Attend pre-bid meeting
- Respond to bidders' questions.
- Prepare addendum for bid set revisions prior to bidding.
- Tabulating bids/providing recommendations for award of contract.

Phase 3 – Construction Phase Services

Support during construction will be provided on a time-and-materials basis:

- Attend the pre-construction conference.
- Review contractor submittals and respond to RFIs.
- Prepare record drawings post-construction.

3. Project Management

The Design Consultant will provide comprehensive project management services, including:

- Conducting a kick-off meeting and monthly progress meetings.
- Providing monthly progress reports and action items.
- Maintaining a detailed project schedule, updated regularly.
- Coordinating with utilities, landowners, and subcontractors.
- Submit plans to all know utilities at each submittal.
- Ensuring compliance with Texas Accessibility Standards (TAS) for pedestrian facilities, including TDLR registration.

4. Project Schedule

- **Notice to Proceed:** May 15, 2025
- **30% PER Submittal:** October 10, 2025
- **70% Design Submittal:** February 10, 2026
- **95% Design Submittal:** April 24, 2026
- **Final Submittal:** June 24, 2026

5. Fee Summary

- Wilson Engineering & Construction Services, PLLC: \$183,936.00
- Tejas Surveying (Total): \$19,390.00
- Ninyo & Moore – Geotechnical Services: \$11,900.00
- **Subtotal Estimated Design Cost: \$215,226.00**
- **Additional Services**
 - Tejas Surveying – Additional Services: \$45,025.00
 - Ninyo & Moore – Geotech Detention Pond: \$1,800.00
- **Total Including All Optional Services: \$262,051.00**

Respectfully Submitted,

Gerald P Wilson

Digitally signed by Gerald P Wilson
DN: C=US, E=geraldw@wilsonecs.com, O="Wilson
Engineering & Construction Services, PLLC",
CN=Gerald P Wilson
Reason: I am the author of this document
Date: 2025.05.01 19:32:09-05'00'

Gerald P. Wilson P.E., PMP (Consultant) Managing Director
Wilson Engineering & Construction Services, PLLC (WECS)
4434 Bluebonnet Dr, Ste.: 144
Stafford, TX 77477
Direct: 832.443.4150
Firm# 19379
"Engineering for customer needs."

February 6, 2025
Project No. 701742001

Mr. Gerald P. Wilson, PE, PMP
Wilson Engineering & Construction Services
4434 Bluebonnet Drive, Suite 144
Stafford, Texas 77477

Subject: Proposal to Perform Geotechnical Evaluation
Sears Road
From Farm-to-Market Road 521 to 1,000 Feet East of North Street
Arcola, Texas

Dear Mr. Wilson:

We are pleased to present this proposal to perform a geotechnical evaluation for the subject project. This proposal was prepared based on the information that we received from Tetra Tech and Fort Bend County Engineering and outlines our scope of services, anticipated schedule, and lump sum fee for this phase of work.

SITE AND PROJECT DESCRIPTION

This project, consists of improvements to Sears Road, located in Fort Bend County Precinct 2 and partially within the City of Arcola. The road extends from Farm-to-Market Road (FM) 521 to its terminus (approximately 1,000 feet east of North Street), for a total length of approximately 1,600 feet. Sears Road is currently a 20-foot-wide roadway paved with asphalt between FM 521 and about 250 feet east of North Street and then aggregate-surfaced to its terminus. Current drainage consists of a roadside ditch drainage system.

The road is planned to be reconstructed as with either concrete or asphalt. The existing drainage system will be improved, either continuing as a roadside ditch drainage or being converted to an underground storm sewer system. We have assumed storm sewers (if used) will have invert depths of about 10 feet or less.

We understand a detention pond may be constructed as part of the project scope. The pond will be on the order of 9 feet deep or less and will be less than 1-acre in size. Our fee for additional subsurface exploration, laboratory testing, and preparation of geotechnical recommendations for the detention pond are provided as an optional line item below.

SCOPE OF SERVICES

Our evaluation will be performed in general accordance with the Fort Bend County Engineering (FBCE) Design Manual (2024). Our scope of services includes the following:

- Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- Perform a reconnaissance of the project alignment and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- Drill, log, and sample four exploratory borings to depths of about 15 feet each below the ground surface (bgs).
- Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 wash, Atterberg limits, strength testing, California Bearing Ratio, and evaluation of chloride and sulfate content.
- Prepare a geotechnical report presenting the results of our evaluation. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Texas, and will also include the following:
 - Description of work scope, laboratory, and field procedures;
 - Maps and boring plans;
 - Boring logs and laboratory test results;
 - Subsurface soil and groundwater conditions;
 - Earthwork considerations;
 - Excavation characteristics of onsite soils;
 - Potential for re-use of on-site soils and pavement millings;
 - OSHA soil classification and trench safety considerations;
 - Utility trench excavation, pipe bedding, and backfill recommendations;
 - Recommended drainage ditch side slopes;
 - Subgrade preparation measures; and
 - Concrete and asphalt pavement recommendations.

OPTIONAL SCOPE OF SERVICES

Our optional scope of services for the detention pond includes the following:

- Drill, log, and sample an additional exploratory boring in the proposed pond area to a depth of about 15 feet bgs. Our fee assumes this boring will be drilled concurrently with the four borings of the base scope.
- Perform additional laboratory testing that will generally consist of moisture content, No. 200 wash, Atterberg limits, strength testing, and dispersivity (crumb) tests.
- Provide recommendations for the detention pond, including allowable side slopes, liner (if needed), and slope erosion protection, in our geotechnical report:

ASSUMPTIONS

- The locations are accessible to truck-mounted drilling equipment and site access will be granted.
- Traffic control will not be needed for our exploratory borings.
- The boreholes will be backfilled with bentonite and the pavement patched with like materials.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on plans.
- Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

SCHEDULE

We are prepared to initiate this project immediately upon receiving your authorization to proceed. Assuming that there are no delays due to inclement weather or site access restrictions, we anticipate initiating the fieldwork within about two weeks after authorization, and anticipate issuing a report within about four weeks after fieldwork is completed.

FEE

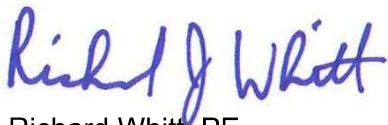
We propose to provide our services for the lump sum (not-to-exceed) fees shown below in Table 1.

Table 1 – Proposed Fees	
Scope	Fee (Lump Sum)
Base Scope – Sears Road	\$11,900
Optional Scope – Detention Pond	\$1,800
Total:	\$13,700

Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.


To authorize our services, provide a subconsultant agreement or other convenient authorization method. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Richard Whitt, PE
Senior Engineer

RJW/JTS/lis



Jay Sunderwala, PE
Managing Principal Engineer



Pedraza Surveying, LLC dba Tejas Surveying
1810 First Oaks St, Suite 220, Richmond, TX 77406
Phone No. (281) 240-9099 | TBPELS Reg. No. 10194739

November 20, 2024

Gerald P. Wilson, P.E., PMP
Wilson Engineering & Construction Services, PLLC
4611 Biggam Drive
Fresno, Texas 77545

Via email: geraldw@wilsonecs.com

RE: Surveying Services for Fort Bend County Project No. 23217x, Fort Bend County, Texas

Mr. Wilson,

Pedraza Surveying, LLC dba Tejas Surveying (Surveyor) is pleased to submit this proposal to provide the following services for Wilson Engineering & Construction Services, PLLC in support of Fort Bend County Project No. 23217X, Sears Road Project. The Project begins at the intersection of Sears Road with FM 512, thence east along Sears Road to its terminus for approximately 1,600 linear feet in Precinct 2, Fort Bend County, Texas. Tejas Surveying proposes conducting its services in accordance with the specifications set forth for an amount not to exceed SIXTY-FOUR THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 DOLLARS (\$ 64,415.00):

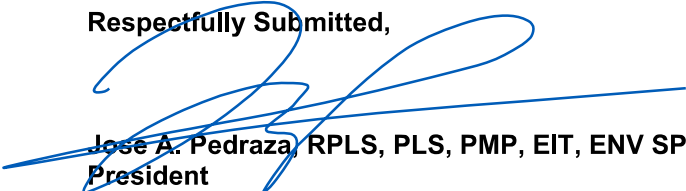
The Surveying shall include both Basic Surveying Services and Additional specific surveying tasks described more specifically in Exhibit A: Scope of Services To Be Performed by Tejas Surveying. The locations of the surveying to be performed under this scope are more clearly shown on Exhibit C: Project Area. The fees for the survey to be performed at the project site are further explained on Exhibit B: Compensation for Surveying Services.

The project will be drafted in AutoCAD and delivered in NAD '83 surface position/feet & NAVD88 elevations, at a scale specified by the engineer. In addition, deliverables would include the topographic points file, field book sketches, and relevant photos of any uncommon structures or utility facilities.

Please allow up to 30 days for the collection of data and preparation of initial deliverables once we have received notice to proceed. Additionally, please anticipate providing notice three business days in advance of any follow-up surveying after the initial phase and allow up to three business days for the preparation of those subsequent deliverables once the fieldwork has been completed.

The work will be billed monthly on a percentage complete basis. Any request not covered under the Scope of Services will be billed on a time and material basis, also billed monthly, in accordance with our current rates as shown on Exhibit D: Tejas Surveying 2024 Schedule of Rates. All payments shall be due and payable on a net 30 basis, unless otherwise specified under Owner/Prime Contract. Tejas Surveying would like to be apprised of the billing to Fort Bend County when these surveying expenses are included.

Respectfully Submitted,



Jose A. Pedraza, RPLS, PLS, PMP, EIT, ENV SP
President
Pedraza Surveying, LLC
dba Tejas Surveying

Exhibit "A"
**Scope of Services To Be
Performed by Tejas Surveying**

Base Scope of Services

Phase I Activities

1. Deed Research and Limited Title Certificates
 - a. Research ownership, acreage tracts, & subdivision plats along and adjacent to the project route.
 - b. Establish the Existing Right-of-Way of Sears Road.
 - c. Establish the Existing Right-of-Way of FM 521 at project limits.
 - d. Establish the Existing Right-of-Way of other intersecting roads along project limits.
2. Right of Entry
 - a. Prepare a request for right-of-entry and notification to adjoining property owners of the proposed commencement of work.
 - b. Mail requests to the taxpayer's address, grantor's address listed in deed when appropriate, or hand deliver if necessary.
3. Project Control
 - a. Horizontal and Vertical Control will be established at intervals prescribed in the Fort Bend County Design Manual for Mobility Projects, with intervisibility, not to exceed 1,000-foot spacing.
 - b. Horizontal control will be established on site based upon GPS observation utilizing the Leica RTN, by multiple observations under different satellite constellations.
 - c. Horizontal Control will be based on the Texas Coordinate System of 1983, South Central Zone.
 - d. Vertical Control will be established and referenced to the nearest Fort Bend County Survey Control Monument, or NGS if no County Monument are locally established.
 - e. High-Order level loops will be utilized to refine vertical control.
 - f. Prepare overall Survey Control Layout Sheet and Control Recovery Sheets.
4. Topographic Route Survey
 - a. Topographic Cross-Sections will be taken at intervals not to exceed 100 feet, and at any grade breaks, along the existing and proposed right-of-way of Sears Road. Cross-sections will extend 25 feet past the existing right-of-way when possible, and include natural ground, tops of bank/ditch, toe of slope, flowlines, grade breaks, edge of road, and centerline shots.
 - b. Topographic Cross-Sections will be taken at intervals not to exceed 50 feet, for 100 feet in each direction along all intersecting roads.
 - c. Texas 811 (One-Call) will be notified 48 hours in advance of the commencement of topographic surveying for marking.
 - d. Any utility markings provided by the One-Call Utility Locators will be collected and a reasonable interpretation reflected on finished deliverables.
 - e. All visible and apparent utilities will be located.
 - f. All manhole elevations, culverts, flowlines, and invert elevations will be located and detailed where accessible.
 - g. Subsurface utility exploration to determine exact locations and depths of lines not otherwise accessible by manholes or inlets is specifically excluded from the Scope of Work.
 - h. Any structures within 100 feet of the current proposed centerline of the road will be generally located.

- i. The project baseline shall be staked at its beginning, end, street intersections, angle points, even 1,000-foot stations, and at the beginning and end of curves, if any.
5. Utility Research
 - a. Submit a request for gas and electric maps to CenterPoint Energy.
 - b. Submit a request for communication base maps to AT&T.
 - c. Submit a request for municipal utility construction plans to the City of Arcola and Fort Bend County Engineering.
 - d. Submit a request for maps to any other utility found present during the fieldwork.
6. Location of Soil Borings
 - a. Stake the location of the proposed bore locations using latitude and longitude coordinates provided by the geotechnical consultant.
 - b. Record the location and elevation of the borings after drilling.

Phase II Activities

1. Prepare Right-of-Way Map
 - c. Prepare an overall project map showing existing and proposed rights-of-way, based on the approved alignment.
 - d. Stake the proposed right-of-way at all PC, PT, angle points, and 500-foot stations.

Additional Scope of Services

Phase III Activities

1. Prepare Parcel Exhibits and Descriptions
 - a. Prepare individual survey exhibits for up to ten proposed right-of-way parcel acquisitions.
 - b. Prepare individual metes and bounds descriptions for each proposed acquisition.
 - c. Stake the right-of-way line at all intersecting property lines.

Phase IV Activities

1. Project Control Refresh/Restake for Construction
 - a. Stake project right-of-way for utility relocation control, as needed.
 - b. Refresh the survey control for commencement of construction, as needed.
2. Right-of-Way Staking
 - a. Stake proposed right-of-way at 200-foot intervals, or as additionally requested per client.
3. Level "A" Subsurface Utility Exploration
 - a. Perform up to 4 Level "A" SUE Test Holes.
 - b. Locations to be provided by the Client.
 - c. Locations shall be performed during one mobilization.

Deliverables

Phase I

- Topographic Survey in CAD (AutoCAD Civil 3D 2018 format .dwg)
- 2D Planimetric (.dwg)
- ASCII PNEZD Point File (.txt)

- 3D Surface File (LandXML .xml)
- Survey Control Sheets (AutoCAD .dwg and signed .pdf)

Phase II

- Right-of-Way Map (AutoCAD Civil 3D 2018 format .dwg and .pdf)

Phase III

- Signed and Sealed Survey Exhibits (Letter Size .pdf)
- Signed and Sealed Metes and Bounds Descriptions (Letter or Legal Size .pdf)
- Unsigned Metes and Bounds Description in Word format (.docx)

Phase IV

- Test Hole Data Sheets for Level A SUE Test Holes

**Exhibit “B”
 Compensation for
 Surveying Services**

The total of all fees for Base Scope of Services performed by the Surveyor under this agreement shall not exceed the total amount of Nineteen Thousand Three Hundred Ninety and 00/100 (\$ 19,390.00). It is agreed and understood that this amount will constitute full compensation to the Surveyor.

Base Scope of Services	
Deed Research	\$ 800
Right-of-Entry	\$ 475
Control Map	\$ 1,895
Topographic Route Survey	\$ 8,250
Utility Research and Surveying	\$ 1,485
Locate Soil Borings	\$ 950
Subtotal Phase I Activities	\$ 13,855
Right-of-Way Map	\$ 5,535
Subtotal Phase II Activities	\$ 5,535
Base Scope of Services Total (Lump Sum)	\$ 19,390

The total of all fees for Additional Scope of Services performed by the Surveyor under this agreement, when authorized, shall not exceed the total amount of Forty-Five Thousand Twenty-Five and 00/100 (\$ 45,025.00).

Additional Scope of Services – As Authorized	
Parcel Exhibits and Descriptions (Up to 10 Parcels - \$ 2,500 each)	\$ 25,000
Subtotal Phase III Activities	\$ 25,000
Re-stake Project ROW, per trip	\$ 2,250
Refresh Survey Control	\$ 2,375
Level “A” SUE, per mobilization	\$ 15,400
Subtotal Phase IV Activities	\$ 20,025
Additional Scope of Services (Lump Sum, Not-to-Exceed)	\$ 45,025

Deliverable Schedule

All Phase I activities will be completed within 30 days from notice-to-proceed. Phase II and Phase III activities will be completed within 30 days from authorization to proceed with those tasks.

Exhibit "C" Project Area





Pedraza Surveying, LLC dba Tejas Surveying
1810 First Oaks St, Suite 220, Richmond, TX 77406
Phone No. (281) 240-9099 | TBPELS Reg. No. 10194739

Exhibit "D"
Tejas Surveying
2024 Schedule of Rates
Effective December 1st, 2023

Professional Services

Principal, Consulting, & Professional Witness	\$ 300/hour
Registered Professional Land Surveyor	\$ 225/hour
Metes & Bounds Description	\$ 350/description

Survey Project Management

Senior Project Manager	\$ 175/hour
Project Manager	\$ 145/hour
Assistant Project Manager/Surveyor-In-Training	\$ 125/hour

Land Surveying (Field Crew)

3-man Crew	\$ 225/hour
2-man Crew	\$ 195/hour
1-man Crew	\$ 135/hour

Drafting & Research Services

Survey Technician	\$ 115/hour
CAD Technician/Drafter	\$ 105/hour
Abstractor	\$ 95/hour

Aerial Mapping

sUAS Drone Operator	\$ 300/hour
sUAS Drone Technician (Processing)	\$ 135/hour

Administrative Services

Administrative Assistant	\$ 85/hour
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Reimbursable Charges

Professional Services, Fees, Subconsultants, Etc.	Cost + 15%
Utility Vehicle	\$200/day
Boat w/Motor	\$600/day
Mileage	Current IRS Rate
Authorized Overtime Rates	Standard Rate x 1.5