

STATE OF TEXAS §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND
SIRRUS ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES**

(Project No. 13313)

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and SIRRUS ENGINEERS, INC. ("SIRRUS ENGINEERS"), a corporation duly authorized to conduct business in the state of Texas. County and SIRRUS ENGINEERS are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on August 23, 2016 (the "Agreement") for Professional Engineering Services for the 2013 Mobility Bond Project No. 13313 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was amended on August 11, 2020 (the “First Amendment”);
and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Sirrus Engineers, to increase the total Maximum Compensation for the completion of such services, to extend the time for performance, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay Sirrus Engineers an additional Twenty Thousand One Hundred Forty Nine and 20/100 Dollars (\$20,149.20) for the performance and completion of additional services as described in Sirrus Engineers's Proposal for Additional Services (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Sirrus Engineers understands and agrees that the Maximum Compensation payable to Sirrus Engineers for Services rendered under this Agreement is hereby increased to an amount not to exceed Four Hundred Fifty Three Thousand Nine Hundred Fifty One and 20/100 Dollars (\$453,951.20) authorized as follows:

\$260,374.00 under the Agreement
\$173,428.00 under the First Amendment
\$20,149.20 under this Second Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Sirrus Engineers clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Four Hundred Fifty Three Thousand Nine Hundred Fifty One and 20/100 Dollars (\$453,951.20) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Sirrus Engineers does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Sirrus Engineers may become entitled to and the total maximum sum that County may become liable to pay to Sirrus Engineers under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Fifty Three Thousand Nine Hundred Fifty One and 20/100 Dollars (\$453,951.20).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County and shall end no later than December 31, 2026. Sirrus Engineers shall complete the tasks described in the Scope of Services and in Exhibit "A-2" attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **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, Sirrus Engineers hereby verifies that Sirrus Engineers 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, 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, Sirrus Engineers 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, Sirrus Engineers 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, Sirrus Engineers 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.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, SIRRUS ENGINEERS 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.
7. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

FORT BEND COUNTY, TEXAS

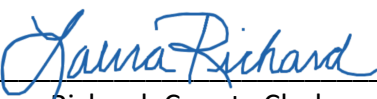


KP George, County Judge

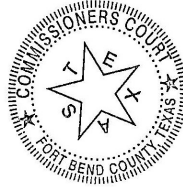
June 27, 2023

Date

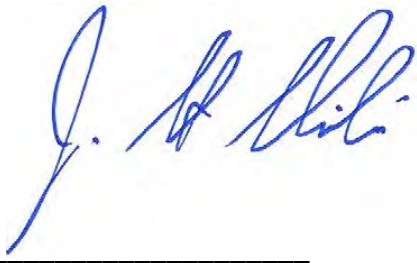
ATTEST:



Laura Richard, County Clerk



APPROVED:



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

SIRRUS ENGINEERS, INC.



Authorized Agent – Signature

Sujeeth Draksharam

Authorized Agent- Printed Name

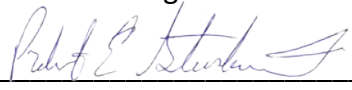
President

Title
5/3/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 453,951.20 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.



Robert E. Sturdivant,
County Auditor



EXHIBIT A-2

November 30, 2022

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

RE: Huggins Drive between FM 359 and Katy Fulshear Rd; Pre-Design Phase; Precinct One; 2013 Mobility Bond Project
No. 13313, P.O. No. 143976

Dear Mr. Slawinski, P.E.,

Attached herewith is SIRRUS Engineers Inc., Proposal for the Traffic Warrant study and the Survey staking on Dixon and the Survey verification due to Centerpointe pole conflict. The requested fee amount is \$20,149.20 and at this time, we request these funds be drawn from the Construction Phase Services which has a balance of \$25,000 and upon the transfer to facilitate this work the balance remaining on the Construction Phase service will be \$4,851. If you have any questions and/or require additional information, please do not hesitate to call me @ 713-334-7300 or e-mail me at sbd@sirrusengineers.com.

Sincerely,

SIRRUS ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Sujeeth Draksharam", is written over the typed name and title.

Sujeeth Draksharam, P.E.
President

FM 359 (Main Street) & Huggins Street

Traffic Signal Design

Fort Bend County – Pct 3



EXHIBIT A – Scope of Services

FM 359 & Huggins Drive Traffic Signal Warrant Analysis

Fort Bend County

Project Overview

Gradient Group respectfully submits this proposal for the referenced project to include the professional traffic engineering to conduct a traffic signal warrant analysis report for FM 359 & Huggins Drive in Fort Bend County Precinct 3.

Professional Services

The overall scope of the project is to provide engineering services necessary for the improvements as described above. Any additional items will be included under option/additional as listed below.

The following are the anticipated basic services and optional additional services that will be required for this project.

Basic Services

1T Traffic Engineering

Traffic Engineering in the Pre-Design Phase will include collection of the backup documents, findings, and recommendations for the design phase. It will include signal warrant analysis. This information will be submitted for review prior to and finalized.

The study report will include the following:

1. Traffic Signal Warrant Analysis

Traffic Signal Warrant Analysis will include the intersection of FM 359 & Huggins Drive.

The Client shall provide the following information requested by the Consultant during the project, if available:

- a. Any traffic data or traffic studies conducted along the project corridor. If needed traffic data will be supplement with field data collection
- b. Fort Bend County Traffic Signal Design Standards and Specifications (via Fort Bend County website).

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client in the completion of their services for this project.

The consultant will be responsible for collecting 24-Hour Traffic data collection at the following intersections.

- a. FM 359 & Huggins Drive (24-hour bi-directional counts)
- b. Houston Street & Huggins Drive (24-hour turning movement counts)

The basic scope of services for the traffic signal warrant analysis for FM 359 & Huggins Drive is as follows:

- a. Three field visits to the site, one during the AM Peak Hour, one during the off-peak hours, and one during the PM Peak Hour to assess existing traffic conditions.
- b. Conduct traffic signal warrant analysis for the proposed intersection of FM 359 & Huggins Drive.
- c. Preparation of technical memorandum report, including schematic graphics (suitable for Fort Bend County review).

2. Intersection Capacity Analysis

- a. Three field visits to the site, one during the AM Peak Hour, one during the off peak hours, and one during the PM Peak Hour to assess existing traffic conditions.
- b. Data collected as part of COVID Technical Memorandum will be used for intersection capacity analysis.
- c. Conduct an intersection analysis to determine the number of lanes and storage required for the intersection and to aid in design.
- d. Preparation of technical memorandum report, including schematic graphics (suitable for Fort Bend County and TxDOT review).

3. Sight Distance Evaluation

The consultant shall investigate sight distance restrictions and general operating conditions of all existing and proposed intersections within the project limits. Prepared exhibits which include the ROW and parcel lines, proposed layout of paving, features on private property that affect the sight distance and square footage of takings that would be required.

Approaches to be completed include:

- a. Proposed FM 359 & Huggins Drive north, east, south, approach at intersection.

4. Traffic Signal Design at FM 359 & Huggins Drive

Provide traffic signal design for the intersections of FM 359 & Huggins Drive. The proposed traffic signal design will be designed as per TxDOT standards and specifications. The design plans will include existing condition layout, signal layout, pavement marking and signing layout, signal elevation layout and standard detail sheets.

The design will feature:

- Mast-arm installation.
- Signal heads and luminaires will be LED-type.
- Video vehicular detection.
- Audible pedestrian actuation (APS) and pedestrian signal heads (countdown type).

Ramp, Pavement Marking and Signing Layout

Gradient will develop designs for pedestrian ramps at all four corners of the intersection with 5' x 5' landing pads per ADA requirements. Crosswalk and stop bar markings will be proposed on each approach. Standard TxDOT crosswalk markings will be provided.

Signal Detail Layout

Gradient will develop the signal detail layout that includes electrical chart, meter and service information, signal details, pedestrian signal details, pedestrian pushbutton details, sign details, and pole and controller cabinet location table.

Traffic Signal Elevation Layout

Gradient will develop a signal elevation layout for the subject intersection which will include all approaches to the intersection. Mounting elevations of signal heads and other signal-related items shall conform to the Texas MUTCD and TxDOT standards.

Traffic Control Plan

It is not anticipated that a site-specific TCP will be required for this traffic signal design. Standard TCP will apply for this installation.

Quantities and Estimates

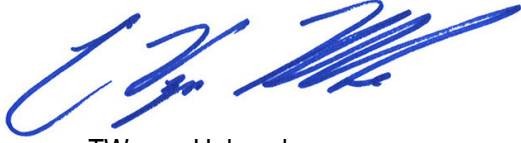
Quantities and estimates for traffic signal items will be prepared for Contractor and submitted to Fort Bend County and TxDOT for review as per the design submittals.

Fort Bend County Precinct 1
August 5, 2021

Gradient Group, LLC is pleased to provide engineering services to Fort Bend County for this project.

Sincerely,

GRADIENT GROUP, LLC



TWayne Holcombe
Partner



Stephanie Anderson, PE
President



FM 359 & Huggins Drive Traffic Signal

Project Number 201XX (GG# P2021-xxx)

Project Manager: Linc Wright, PE

8/5/2021

BASIC SERVICES	\$	15,209.20
-----------------------	-----------	------------------

Traffic Signal Warrant Analysis	\$	15,209.20
24 Traffic Data Counts	\$	2,500.00
Traffic Signal Warrant Analysis	\$	4,304.40
Sight Triangle Evaluation (3 Approaches)	\$	4,535.60
Intersection Capacity Analysis	\$	3,869.20

OPTIONAL ADDITIONAL SERVICES	\$	36,400.40
--	----------------------	-----------------------------

Traffic Signal Design	\$	36,400.40
FM 359 & Huggins Street Signal Design	\$	36,400.40

TOTAL PROJECT COST	\$	51,609.60
--------------------------------------	----------------------	-----------------------------

REDUCTION MANHOUR LEVEL OF EFFORT - PHASE 1 PRELIMINARY ENGINEERING

Subject: **FM 359 & Huggins Drive Traffic Signal**
 Project #: Project Number 201XX (GG# P2021-xxx)
 Date: 8/5/2021



Prepared by: **Project Manager: Linc Wright, PE**

HEET NO.	DESCRIPTION	QA/QC Manager	Sr. Project Manager	Roadway Engineer	Drainage Engineer	Traffic Engineer	Engineer -In-Training	Senior CADD Designer	CADD Designer	Administrative	TOTAL HOURS	COST
		\$374.00	\$323.00	\$272.00	\$272.00	\$272.00	\$153.00	\$159.80	\$108.80	\$102.00		

BASIC SERVICES - PHASE 1 PRELIMINARY ENGINEERING REPORT

Traffic Engineering												
	24 Traffic Data Counts	2.0	Locations @	\$ 1,250.00	per location							\$ 2,500.00
	Traffic Signal Warrant Analysis	1.0				4.0	8.0	1.0	12.0	2.0	28.0	\$ 4,304.40
	Sight Triangle Evaluation (3 Approaches)	1.0				4.0	8.0	1.0	16.0		30.0	\$ 4,535.60
	Intersection Capacity Analysis	1.0				4.0	8.0	1.0	8.0	2.0	24.0	\$ 3,869.20
Traffic Engineering Total												\$ 15,209.20

BASIC SERVICES - PHASE 1 PRELIMINARY ENGINEERING REPORT COST

OPTIONAL / ADDITIONAL SERVICES - PHASE 1 PRELIMINARY ENGINEERING REPORT

T - Traffic												
Sheets - 5	FM 359 & Huggins Drive Traffic Signal Design	1.0				12.0	40.0	4.0	80.0		137.0	\$ 19,050.20
Sheets - 4	Traffic Signal Work Typical Details	1.0				8.0	24.0	4.0	80.0		117.0	\$ 15,514.20
	TxDOT Coordination Meetings	2.0				4.0				1.0	7.0	\$ 1,836.00
T - Traffic Total												\$ 36,400.40

OPTIONAL / ADDITIONAL SERVICES - PHASE 1 PRELIMINARY ENGINEERING REPORT COST

TOTAL - PHASE 1 PRELIMINARY PRELIMINARY ENGINEERING REPORT COST

\$ 51,609.60



July 14, 2022

Sirrus Engineers
Sujeeth Draksharam
3100 Timmons, Ste 500
Houston, Texas 77027
O: 713-334-7300
E: sbd@sirrusengineers.com

Re: "Fort Bend Mobility Project" City of Fulshear, Fort Bend County, Texas. (WJN 53431)

Surveying Services

Service	Price
Stake Dixon Street R.O.W.	\$1195.00

Notes:

- A.) All Horizontal Survey Control shall be referenced to the existing benchmarks and control points as indicated in the plan set, provided by the client only. Boundary orientation only will be performed as necessary in order to locate improvements and topographic information within the site and does not or will not imply to be a complete boundary survey. Said boundary orientation will be based solely on record information available at the time of survey, including, but not limited to previous surveys, recorded plats, deeds, and plans provided by the client. Survey is limited to the accuracy of previous information and local monumentation found at the time of survey and by the signing of this contract, the aforementioned client jointly and severally agrees to indemnify and save harmless Windrose Land Services, Inc. and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from any faults or errors that may occur from the use of said previous information.
- B.) Vertical Topographic information will be based on the existing benchmarks and control elevations as indicated in the plans provided by the client.
- C.) Construction layout is solely based on the set of plans provided by the client, and all layout is limited to the accuracy of said plans. All addendums, working sheets or change orders must be received by Windrose Surveying & Land Services, LLC, (WSLS) a minimum of 48 hours prior to mobilization unless otherwise agreed to by WSLS.
- D.) Pricing for "Construction Layout Services" that are not Time & Material (T&M) is based on a one-time setting only. Any additional trips to reset points, or changes in site plan that cause a re-calculation that are not the fault of WSLS, will be deemed an additional service and will be billed on a Time and Materials Basis. (See attached rate sheet)
- E.) Surveyor requires a minimum of 48 hours of advanced notice prior to mobilization unless otherwise agreed to by WSLS. By signing of this agreement, client authorizes WSLS, to use provided digital material as the basis for construction layout and agrees to indemnify and hold harmless WSLS and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from any faults or errors that may occur due the use of provided digital material

WLS Billing Statement:

- WSLs invoice is due Net 30-days from date of delivery, if payment is not received within 30-days, a 10% late charge fee will be assessed.

CLIENT INITIALS _____

- Survey timeframes based on no inclement weather & no eccentricities with the property.
- Fee includes a one-time delivery fee of two hard copies. Additional deliveries & reproductions will be invoiced directly to the client.
- Windrose Surveying and Land Services, LLC. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid on the terms agreed. The client will be responsible for any fees associated with recovering full payment.

Thank you for allowing Windrose Land Services to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



Austin Moehle
Construction Manager
Email: austin.moehle@windroseservices.com
Firm Registration No. 10108800
Attachments:
Provisions of the Authorization for Professional Services

By: (Signature)

(Print Name & Title)

Name of Company

Authorization Date

File Location: W:\Proposals\Sirrus Engineers

PROVISIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. AUTHORIZATION TO PROCEED

Acceptance of services or agreeing to any proposal from WSLs shall be construed as authorization by CLIENT for Windrose Surveying & Land Services, LLC ("WSLS") to proceed with the Scope of Services under the terms set forth herein ("Work"). CLIENT authorizes all Work to be performed by WSLs and accepts all terms of this Authorization as owner and/or as agent of the owner of the subject property for which WSLs shall be performing the Work.

2. INTERPRETATION OF FEES

Unless specified as hourly, the fees shown herein are considered lump sum amounts, and CLIENT consents and agrees to make timely payment of all fees to WSLs.

3. DIRECT EXPENSES

WSLS direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analysis and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount shall be added to the cost of these services by WSLs to cover WSLs' administrative costs.

5. COST PROJECTIONS

Any cost projections by WSLs will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, WSLs cannot warrant that bids or ultimate construction costs will not vary from these cost projections.

6. PROFESSIONAL STANDARDS

WSLS shall provide the Work and all services in conformity with the professional standards of WSLs' profession in the locale in which the Work is performed. Except as expressly set forth herein, the Work and services to be provided under this Authorization are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. All other warranties expressed or implied are hereby disclaimed by WSLs.

7. TERMINATION

WSLS may terminate this Authorization by giving 30 days' written notice to CLIENT. In such event, CLIENT shall forthwith pay WSLs in full for all work previously authorized and performed prior to the effective date of WSLs' termination notice to CLIENT.

8. OWNERSHIP OF DOCUMENTS

WSLS retains the ownership of all drawings, documents, specifications, exhibits and reports produced by WSLs. Copies of these documents will be made available to the CLIENT upon request.

9. INDEMNIFICATION

As provided for herein, WSLs shall indemnify and hold harmless the CLIENT and their respective officers and employees from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which the CLIENT and their respective officers and employees may sustain arising from the negligent acts, errors or omissions of WSLs, its officers, employees or subconsultants, arising from the services or Work provided herein. To the fullest extent

permitted by law, the CLIENT shall indemnify and hold harmless WSLs and its respective officers, employees and subconsultants from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which WSLs and its respective officers, employees or subconsultants may sustain arising from the negligent acts, errors or omissions of the CLIENT.

10. LIMITATION OF LIABILITY

THE LIABILITY OF WSLs TO THE CLIENT SHALL BE LIMITED TO THE AMOUNT OF THE FEE FOR WORK PERFORMED SOLELY BY WSLs. THE LIABILITY OF WSLs TO THE CLIENT FOR ANY CAUSE OR COMBINATION OF CAUSES IS, IN THE AGGREGATE, LIMITED TO AN AMOUNT NO GREATER THAN THE TOTAL FEE EARNED BY WSLs FOR WORK UNDER THIS AGREEMENT.

11. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Either CLIENT or WSLs may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization, may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

12. FILING OF LIENS

WSLS retains the right, if it so chooses, to file a lien on the subject property for non-payment of WSLs' invoices. CLIENT hereby fully consents to and authorizes the filing of a lien on the subject property in the unlikely event CLIENT fails to pay the entire fee earned by WSLs under this Authorization.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or WSLs against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall recover and be awarded from the other party such reasonable amounts for fees, costs and expenses as may be set by the tribunal or court.

14. PAYMENT TO WSLs

WSLS will issue invoices when proposed services are completed, to include intermittent invoices based on percentage of Work completed. Payment is due 30 days from invoice date. If payment is not received within 30 days, a 10percent late charge will be assessed unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. WSLs will avail itself of all lien laws under the Texas Property Code if invoices are not paid promptly. The CLIENT will be responsible for any fees associated with recovering full payment.

15. ADDITIONAL SERVICES

Any services not included in the Scope of Services in this proposal shall be provided by WSLs on a per diem and expense basis in accordance with the attached Rate Schedule under the terms set forth in this Authorization.

16. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the proposed fees of this Authorization.

17. CONFLICT WITH OTHER TERMS

In the event this Authorization conflicts with any terms of service supplied by CLIENT, this Authorization shall exclusively control the rights and obligations of the Parties



October 25, 2022

Sirrus Engineers
Sujeeth Draksharam
3100 Timmons, Ste 500
Houston, Texas 77027
O: 713-334-7300
E: sbd@sirrusengineers.com

Re: "Fort Bend Mobility Project" – Located at Dixon Street and Huggins Road, City of Fulshear, Fort Bend County, Texas. (WJN 53431)

Surveying Services

Service	Price
Recover/Flag Huggins Road ROW Tie in fencing @ Huggins Ranch section on Huggins Road Tie in CenterPoint stakes	\$1,695.00

Notes:

- A.) All Horizontal Survey Control shall be referenced to the existing benchmarks and control points as indicated in the plan set, provided by the client only. Boundary orientation only will be performed as necessary in order to locate improvements and topographic information within the site and does not or will not imply to be a complete boundary survey. Said boundary orientation will be based solely on record information available at the time of survey, including, but not limited to previous surveys, recorded plats, deeds, and plans provided by the client. Survey is limited to the accuracy of previous information and local monumentation found at the time of survey and by the signing of this contract, the aforementioned client jointly and severally agrees to indemnify and save harmless Windrose Land Services, Inc. and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from any faults or errors that may occur from the use of said previous information.
- B.) Vertical Topographic information will be based on the existing benchmarks and control elevations as indicated in the plans provided by the client.
- C.) Construction layout is solely based on the set of plans provided by the client, and all layout is limited to the accuracy of said plans. All addendums, working sheets or change orders must be received by Windrose Surveying & Land Services, LLC, (WSLS) a minimum of 48 hours prior to mobilization unless otherwise agreed to by WSLS.
- D.) Pricing for "Construction Layout Services" that are not Time & Material (T&M) is based on a one-time setting only. Any additional trips to reset points, or changes in site plan that cause a re-calculation that are not the fault of WSLS, will be deemed an additional service and will be billed on a Time and Materials Basis. (See attached rate sheet)
- E.) Surveyor requires a minimum of 48 hours of advanced notice prior to mobilization unless otherwise agreed to by WSLS. By signing of this agreement, client authorizes WSLS, to use provided digital material as the basis for construction layout and agrees to indemnify and hold harmless WSLS and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from any faults or errors that may occur due the use of provided digital material

WLS Billing Statement:

- WLS invoice is due Net 30-days from date of delivery, if payment is not received within 30-days, a 10% late charge fee will be assessed.

CLIENT INITIALS _____

- Survey timeframes based on no inclement weather & no eccentricities with the property.
- Fee includes a one-time delivery fee of two hard copies. Additional deliveries & reproductions will be invoiced directly to the client.
- Windrose Surveying and Land Services, LLC. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid on the terms agreed. The client will be responsible for any fees associated with recovering full payment.

Thank you for allowing Windrose Land Services to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,



Austin Moehle
Construction Manager
Email: austin.moehle@windroseservices.com
Firm Registration No. 10108800
Attachments:
Provisions of the Authorization for Professional Services

By: (Signature)

(Print Name & Title)

Name of Company

Authorization Date

File Location: W:\Proposals\Sirrus Engineers

PROVISIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. AUTHORIZATION TO PROCEED

Acceptance of services or agreeing to any proposal from WSLs shall be construed as authorization by CLIENT for Windrose Surveying & Land Services, LLC ("WSLS") to proceed with the Scope of Services under the terms set forth herein ("Work"). CLIENT authorizes all Work to be performed by WSLs and accepts all terms of this Authorization as owner and/or as agent of the owner of the subject property for which WSLs shall be performing the Work.

2. INTERPRETATION OF FEES

Unless specified as hourly, the fees shown herein are considered lump sum amounts, and CLIENT consents and agrees to make timely payment of all fees to WSLs.

3. DIRECT EXPENSES

WSLS direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analysis and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount shall be added to the cost of these services by WSLs to cover WSLs' administrative costs.

5. COST PROJECTIONS

Any cost projections by WSLs will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, WSLs cannot warrant that bids or ultimate construction costs will not vary from these cost projections.

6. PROFESSIONAL STANDARDS

WSLS shall provide the Work and all services in conformity with the professional standards of WSLs' profession in the locale in which the Work is performed. Except as expressly set forth herein, the Work and services to be provided under this Authorization are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. All other warranties expressed or implied are hereby disclaimed by WSLs.

7. TERMINATION

WSLS may terminate this Authorization by giving 30 days' written notice to CLIENT. In such event, CLIENT shall forthwith pay WSLs in full for all work previously authorized and performed prior to the effective date of WSLs' termination notice to CLIENT.

8. OWNERSHIP OF DOCUMENTS

WSLS retains the ownership of all drawings, documents, specifications, exhibits and reports produced by WSLs. Copies of these documents will be made available to the CLIENT upon request.

9. INDEMNIFICATION

As provided for herein, WSLs shall indemnify and hold harmless the CLIENT and their respective officers and employees from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which the CLIENT and their respective officers and employees may sustain arising from the negligent acts, errors or omissions of WSLs, its officers, employees or subconsultants, arising from the services or Work provided herein. To the fullest extent

permitted by law, the CLIENT shall indemnify and hold harmless WSLs and its respective officers, employees and subconsultants from and against all claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, which WSLs and its respective officers, employees or subconsultants may sustain arising from the negligent acts, errors or omissions of the CLIENT.

10. LIMITATION OF LIABILITY

THE LIABILITY OF WSLs TO THE CLIENT SHALL BE LIMITED TO THE AMOUNT OF THE FEE FOR WORK PERFORMED SOLELY BY WSLs. THE LIABILITY OF WSLs TO THE CLIENT FOR ANY CAUSE OR COMBINATION OF CAUSES IS, IN THE AGGREGATE, LIMITED TO AN AMOUNT NO GREATER THAN THE TOTAL FEE EARNED BY WSLs FOR WORK UNDER THIS AGREEMENT.

11. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof shall be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Either CLIENT or WSLs may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization, may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

12. FILING OF LIENS

WSLS retains the right, if it so chooses, to file a lien on the subject property for non-payment of WSLs' invoices. CLIENT hereby fully consents to and authorizes the filing of a lien on the subject property in the unlikely event CLIENT fails to pay the entire fee earned by WSLs under this Authorization.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or WSLs against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall recover and be awarded from the other party such reasonable amounts for fees, costs and expenses as may be set by the tribunal or court.

14. PAYMENT TO WSLs

WSLS will issue invoices when proposed services are completed, to include intermittent invoices based on percentage of Work completed. Payment is due 30 days from invoice date. If payment is not received within 30 days, a 10percent late charge will be assessed unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. WSLs will avail itself of all lien laws under the Texas Property Code if invoices are not paid promptly. The CLIENT will be responsible for any fees associated with recovering full payment.

15. ADDITIONAL SERVICES

Any services not included in the Scope of Services in this proposal shall be provided by WSLs on a per diem and expense basis in accordance with the attached Rate Schedule under the terms set forth in this Authorization.

16. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the proposed fees of this Authorization.

17. CONFLICT WITH OTHER TERMS

In the event this Authorization conflicts with any terms of service supplied by CLIENT, this Authorization shall exclusively control the rights and obligations of the Parties

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Sirrus Engineers Inc.
Houston, TX United States

Certificate Number:
2023-1019040

Date Filed:
05/10/2023

Date Acknowledged:
06/27/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project No. 13313
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)