

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

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is Two Hundred Fourteen Thousand Seven Hundred Ninety-One and 14/100 Dollars (\$214,791.14). 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 \$214,791.14. 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 \$214,791.14 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 \$214,791.14.

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.

8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover

liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

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

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

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

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

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

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

- 9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, HALL 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 inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer 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: SES Horizon Consulting Engineers, Inc.
Attn: _____
10101 Southwest Freeway, Suite 400
Houston, Texas 77074

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate

person to be that Party's designated spokesperson for communications between the Parties.

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

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

regime relating to a foreign terrorist organization, Engineer is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
41. **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

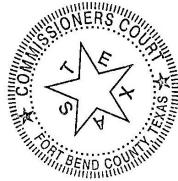


KP George, County Judge

August 12, 2025

Date

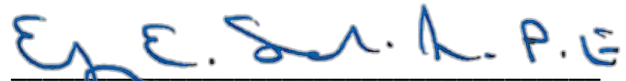
ATTEST:





Laura Richard, County Clerk

SES HORIZON CONSULTING ENGINEERS, INC.



Authorized Agent – Signature

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

Authorized Agent- Printed Name

Principal

Title

July 17, 2025

Date

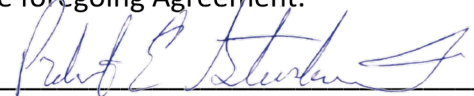
APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 214,791.14 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

i:\agreements\2025 agreements\engineering\ses horizon consulting engineers, inc. (25-eng-100715)\agreement for professional engineering services -- ses horizon consulting engineers, inc..docx (DRP 07.03.25)

EXHIBIT A

(Engineer's Fee Proposal Follows Behind)



April 22, 2025

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

Reference Project:
2020 Fort Bend County (FBC) Mobility Program
Trammel Fresno Road Connector
From: Trammel Fresno Road To SH 6
Fort Bend Project No. 20231X

Dear Mr. Odreman:

SES Horizon Consulting Engineers, Inc. (SES) respectfully submits this fee proposal for the above referenced project to include the professional engineering, geotechnical engineering and topographic surveying services for the preparation of the subject project construction documents. The project includes Preliminary Engineering Report (PER), Final Design and Construction Phase Services. The approximate length of the project is 450 linear feet

This project includes the construction of a new 2 lane concrete roadway between SH 6 and Trammel Fresno Road with the new construction occurring between the Southern limit of the Sienna Crossing parking lot and Trammel Fresno Road. All roadways, driveways, sidewalks and intersecting roads will be reconstructed through the project limits per FBC standards. Proposed sidewalks will be provided on the West and East sides of the proposed roadway and connect to the sidewalk on the North side of Trammel Fresno Road. The project includes preliminary and final structural design alternatives for a RCB culvert crossing at the Trammel Fresno Road intersection. A drainage impact analysis will be performed and proposed storm sewers and culverts will be evaluated to meet the requirements of the proposed conditions during the PER phase. Detention mitigation will be required for the increased impervious cover. The proposed design will provide adequate volume within the existing and proposed storm sewer systems to accommodate the detention requirements for the project. The project scope will also include Traffic Control Plans, Detour Plans and Storm Water Pollution Prevention Plans. SES will coordinate environmental items and issues with the FBC Environmental Consultant and Tetra Tech. The project will include coordination with the current FBC Trammel Fresno Road project and the Sienna Crossing Project.

Reference Project:

2020 Fort Bend County Mobility Program

Trammel Fresno Road Connector

From: Trammel Fresno Road To SH 6

Fort Bend Project No. 20231X

April 22, 2025

Page 2

The project scope also includes:

Utilities

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

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

Right Of Way

The proposed roadway is to be constructed within a proposed 60-ft right of way where feasible. Additional right of way acquisition will be evaluated and determined for this project during the PER phase (draft parcel maps will be included in the PER). The Metes & Bounds descriptions and maps (2 to 4 parcels anticipated) will be developed once the ROW limits are approved by Fort Bend County to obtain the needed right of way to construct the project. TCE limits will also be identified for the reconstruction of private roadways/driveways extending beyond the right of way limits, if required.

Permitting/Coordination

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

Design Criteria

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

Attachment A – FBC Engineering Department Engineering Design Manual
(Most Current Version)

Attachment B – FBC Mobility Design Standards

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

Reference Project:

2020 Fort Bend County Mobility Program

Trammel Fresno Road Connector

From: Trammel Fresno Road To SH 6

Fort Bend Project No. 20231X

April 22, 2025

Page 3

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

Compensation:

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

1. Preliminary Engineering Phase (PER):

SES Preliminary Design	\$ 46,820.00
Geotechnical Engineering Services	\$ 3,300.00
Right Of Way Survey	
Abstracting	\$ 2,500.00
Parcel Plats & Descriptions	\$ 6,000.00
ROW Map	\$ 2,500.00
Topographic Survey	
Topographic Survey/Control Map	\$ 9,500.00
Hydrologic And Hydraulic Services	\$ 23,234.82
Subtotal PER Phase	\$ 93,854.82

2. Final Plans Phase:

Preparation Of PS&E **\$ 95,906.32**

3. Bid Phase And Construction Phase Services \$ 25,030.00

Total Fee Proposal \$214,791.14

Exclusions:

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

Reference Project:

2020 Fort Bend County Mobility Program

Trammel Fresno Road Connector

From: Trammel Fresno Road To SH 6

Fort Bend Project No. 20231X

April 22, 2025

Page 4

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

Sincerely,

SES HORIZON CONSULTING ENGINEERS, INC.

TBPE Firm Registration Number 3922

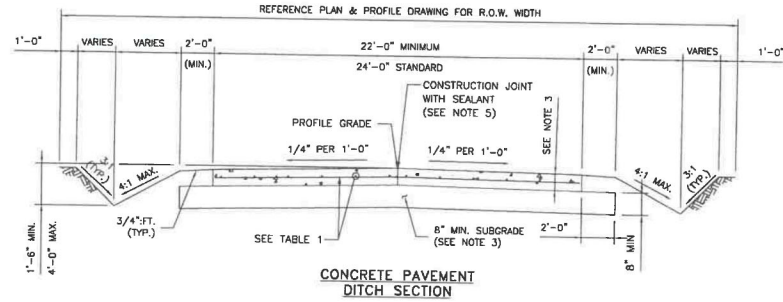
Epifanio (Epi) E. Salazar Jr., P.E., Principal

Fort Bend County 2020 Mobility Bond Program Fee Estimate Worksheet

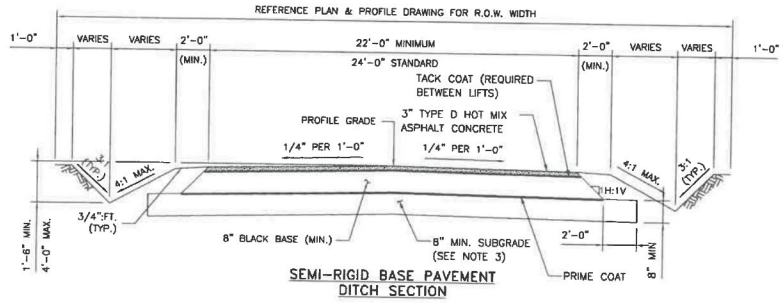
Project : Trammel Fresno Road Connector From SH 6 To Trammel Fresno Road

TASK DESCRIPTION	PRINCIPAL	PROJECT COORDINATOR	STRUCTURAL ENGINEER	SENIOR ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	TECHNICIAN	ADMINISTRATION	TOTAL HOURS	TASK TOTAL	NUMBER OF SHEETS	HOURS PER SHEET
1. Preliminary Design (LS)										\$ 93,854.82		
Establish a Typical Cross Section					6	4			10	\$ 1,100.00		
Determine ROW Acquisition Needs					16				16	\$ 2,680.00		
Determine Potential Conflicts with existing facilities & utilities					20				20	\$ 2,600.00		
Identify Critical Path Items					8				8	\$ 1,040.00		
Identify Problem Areas and Potential Resolutions					16				16	\$ 2,080.00		
Site Visit					12	8			20	\$ 2,200.00		
Prepare a Construction Cost Estimate					40				40	\$ 5,200.00		
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 1)					10	10			20	\$ 2,100.00	1	20.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 2)					10	10			20	\$ 2,100.00	1	20.00
Prepare 30% Plan And Profile Sheets (Roadway And Drainage - Sheet 3)					10	10			20	\$ 2,100.00	1	20.00
Preliminary Hydraulic/Detention Requirement Analysis										\$ 2,632.50		
Project Management										\$ 1,925.28		
Hydrologic Analysis										\$ 4,545.50		
Hydraulic Analysis										\$ 9,475.70		
Draft Memo										\$ 4,647.84		
GAVOC										\$ 3,120.00		
Utility Coordination (CPE Gas, CPE Electric, Private Pipelines and Communications)					24				24	\$ 3,120.00		
Utility Coordination (MUD Record Drawings Review And Assessment)					24				24	\$ 3,120.00		
Right Of Way Survey										\$ 2,500.00		
Abstracting										\$ 2,500.00		
Right Of Way Map										\$ 2,500.00		
Acquisition Survey										\$ 6,000.00		
Four (4) Parcel Plats And Descriptions										\$ 9,500.00		
Topographic Survey										\$ 3,300.00		
Topographic Survey										\$ 7,120.00		
Geotechnical Investigation					40	24			64	\$ 7,120.00		
Survey, Geotechnical And H&H Sub(s) Coordination									0	\$ 5,200.00		
Tree Preservation And Tree Protection Plan					40				40	\$ 5,200.00		
Project Management & Meetings	0				0				0	\$ 2,080.00		
Project Management & Meetings With LID, MUD And Adjacent FBC Mobility Project	0				16				16	\$ 2,080.00		
Project Management & Meetings With Current Developer Within Project Area	0				16				16	\$ 2,080.00		
Project Management & Meetings With TXDOT, FBCDD And Others	0				16				16	\$ 2,080.00		
Preliminary Phase Expenses										\$ 1,500.00		
2. Final Design (LS)										\$ 95,906.32		
Cover Sheet & Index					4	4			8	\$ 840.00	1	8.00
General Notes					6	8			14	\$ 1,420.00	2	7.00
Quantities (Summary Sheets)					20	20			40	\$ 4,200.00	3	13.33
Typical Sections (70% Final)					10	10			20	\$ 2,100.00	2	10.00
Project Layout					16	16			32	\$ 3,360.00	2	16.00
Prepare Drainage Area Sheets And Calculations (3 Sheets, Develop Sheets Using AECOM Shape Files And H&H Data)					18	18			36	\$ 3,780.00	3	12.00
Drainage Calculations					0	0			0	\$ 0.00		
Prepare 100% Plan And Profile Sheets (Roadway And Drainage - Sheet 1)					13	13			26	\$ 2,730.00	1	26.00
Prepare 100% Plan And Profile Sheets (Roadway And Drainage - Sheet 2)					13	13			26	\$ 2,730.00	1	26.00
Prepare 100% Plan And Profile Sheets (Roadway And Drainage - Sheet 3)					13	13			26	\$ 2,730.00	1	26.00
Plan and Profile Sheets (Outfall To Existing Creek, 1 Sheet)					12	12			24	\$ 2,520.00	1	24.00
Final Hydraulic/Detention Requirement Analysis										\$ 4,235.68		
Final Hydrology And Hydraulic Calculations										\$ 2,876.38		
Coordination With Fort Bend County And Client										\$ 1,925.28		
Coordinate Calculations With Plan Sheets										\$ 5,925.44		
Final Memo										\$ 5,942.36		
GAVOC										\$ 1,680.00	1	16.00
Driveway Schedule For Private Driveways					8	8			16	\$ 1,680.00	1	16.00
TCP Advance Warning Signs					8	8			16	\$ 1,680.00	1	16.00
TCP Overview & Narrative					8	8			16	\$ 1,680.00	1	16.00
Detour Plans (with County Approval only)					8	8			16	\$ 1,680.00	1	16.00
Traffic Control Plan					10	10			20	\$ 2,100.00	2	10.00
Temporary Traffic Signal Plans					8	8			16	\$ 1,680.00	3	5.33
SWPPP Sheets					24	24			48	\$ 5,040.00	1	48.00
Culvert/Bridge Detail Sheets					16	16			32	\$ 3,360.00	1	32.00
Design Calculations					0	0			0	\$ 0.00		
Signaling & Pavement Markings (3 Sheets)					15	15			30	\$ 3,150.00	3	10.00
Detail Sheets					0	0			0	\$ 0.00		
Standard Details					12	12			24	\$ 2,520.00	24	1.00
Technical Specifications					24	24			48	\$ 5,040.00		
BB Form					24	24			48	\$ 5,040.00		
Construction Cost Estimate					12	12			24	\$ 2,520.00		
Utility & Agency Approvals & Signatures					24	8			32	\$ 3,760.00		
Cross Sections With Earthwork Calculations					32	32			64	\$ 6,720.00		
Responses to Comments					12	0			12	\$ 1,560.00		
Project Management & Meetings	0				12				12	\$ 1,560.00		
Project Management & Meetings With TXDOT, FBCDD And Others	0				12				12	\$ 1,560.00		
Project Management & Meetings With LID, MUD And Adjacent FBC Mobility Project	0				0				0	\$ 0.00		
Final Design Phase Expenses										\$ 1,000.00		
3. Bid & Construction Phase Services (T&M)										\$ 25,030.00		
Project Manual & Plans	0				20	12		2	34	\$ 3,660.00		
Attend Pre-Bid Meeting	0				4	4			8	\$ 840.00		
Answer Bidder Questions & Addendum					8	4		2	14	\$ 1,460.00		
Attend Pre-Construction Meeting	0				6	6			12	\$ 1,260.00		
Review Contractor Submittals					40	20		4	64	\$ 7,000.00		
Answering Requests for Information					40	20		4	64	\$ 7,000.00		
Substantial Completion Walkthrough	0				8	4			12	\$ 1,260.00		
Record Drawings					8	8			16	\$ 1,680.00		
Bid & Construction Phase Expenses										\$ 1,250.00		
MANHOUR SUBTOTAL	0	0	0	0	836	434	0	12	1,282			
LABOR RATE PER HOUR	\$202.00	\$150.00	\$144.00	\$135.00	\$130.00	\$80.00	\$59.00	\$50.00				
SUBTOTAL LABOR	\$0.00	\$0.00	\$0.00	\$0.00	\$108,680.00	\$34,720.00	\$0.00	\$600.00				
TOTAL										\$ 214,791.14		

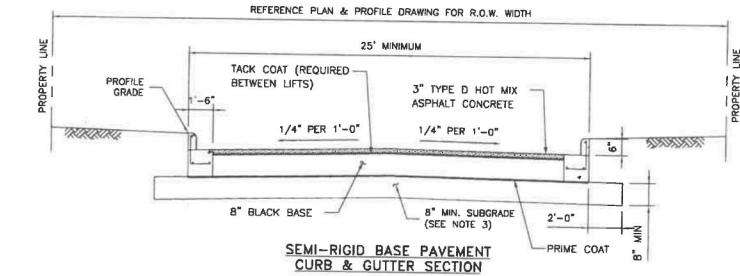
J:\170A\180\Fort Bend County Standard\Fort Bend County STD.DONE\Fbc.TYPICAL PAVEMENT SECTIONS FOR DEV PROJECTS\TYPICAL_PAVEMENT_SECTIONS_FOR_DEV_PROJECTS.dwg



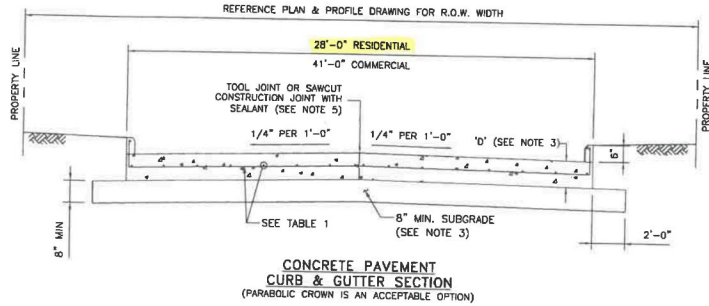
**CONCRETE PAVEMENT
DITCH SECTION**



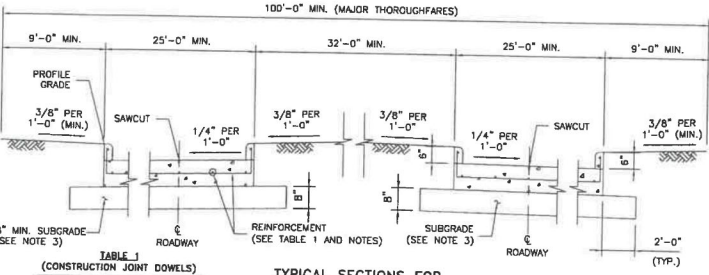
**SEMI-RIGID BASE PAVEMENT
DITCH SECTION**



**SEMI-RIGID BASE PAVEMENT
CURB & GUTTER SECTION**



**CONCRETE PAVEMENT
CURB & GUTTER SECTION
(PARABOLIC CROWN IS AN ACCEPTABLE OPTION)**



**TYPICAL SECTIONS FOR
MAJOR THOROUGHFARES**

**TABLE 1
(CONSTRUCTION JOINT DOWELS)**

DOWEL SIZE	PAVEMENT DEPTH
#4 BAR	< 6"
#5 BAR	6" ≤ D < 9"
#6 BAR	≥ 9"

DOWEL SHALL BE DRILLED INTO EXISTING PAVEMENT (MIN. 10", MAX. 12") AND EPOXY. (SEE HC ITEM 361.3)

NOTES:

- PAVEMENT SECTIONS SHOWN ARE INTENDED FOR DEVELOPMENT PROJECTS AND NOT FOR PUBLIC PROJECTS, WHERE WIDTH OF R.O.W. MAY VARY.
- PAVEMENT SECTIONS SHALL BE LOCATED IN CENTER OF R.O.W. DESIGNATED IN PLANS.
- SUBGRADE TREATMENT AND PAVEMENT THICKNESS AS DESIGNATED IN PLANS.
- REFERENCE CONSTRUCTION JOINT DETAIL ON THE STANDARD CIVIL DRAWING "CONCRETE PAVEMENT DETAILS - SHEET 1 OF 2" FOR JOINT AND SEALANT REQUIREMENTS.
- NO TRAFFIC ON CONCRETE PAVEMENT FOR 7 DAYS AND COMPRESSIVE STRENGTH OF 3,500 psi HAS BEEN REACHED.
- ALL CONSTRUCTION JOINTS SHALL BE SEALED.
- MINIMUM DEPTH FOR BORES/UTILITIES SHALL BE AS FOLLOWS:
OPEN DITCH - 3' MIN. BELOW FLOWLINE; 5' MIN. BELOW TOP OF PAVEMENT
CURBED STREETS - 5' MIN. BELOW TOP OF PAVEMENT

SLAB AND REBAR NOTES:

- TYPICAL SLAB THICKNESS D=8"
- TYPICAL REBAR SIZE AND SPACING ARE:
a. #4 BAR @ 18" C-C LONGITUDINAL
b. #4 BAR @ 18" C-C TRANSVERSE
- REBAR SIZE FOR PAVEMENT LESS THAN 8" THICK
a. #4 BAR @ 24" C-C LONGITUDINAL
b. #4 BAR @ 24" C-C TRANSVERSE
- REBAR SHALL NOT BE PLACED WITHIN 3" FROM THE EDGE OF PAVEMENT.
- TYPICAL STABILIZED SUBGRADE THICKNESS IS 8 INCHES.
- FOR HEAVY INDUSTRIAL TRAFFIC, SLAB THICKNESS AND REBAR SIZE AND SPACING WILL BE AS PER GEOTECHNICAL RECOMMENDATION.
- ALL BENT BARS SHALL BE GRADE 40 STEEL, ALL OTHER SHALL BE GRADE 60.
- MINIMUM LAP SPICE 16"
- LAP SPICES SHOULD BE ON ALTERNATING BARS, ADJACENT LAP SPICES ARE NOT ACCEPTABLE.

HORIZONTAL SCALE: 1"=3'-0"
VERTICAL SCALE: 1"=1'-6"

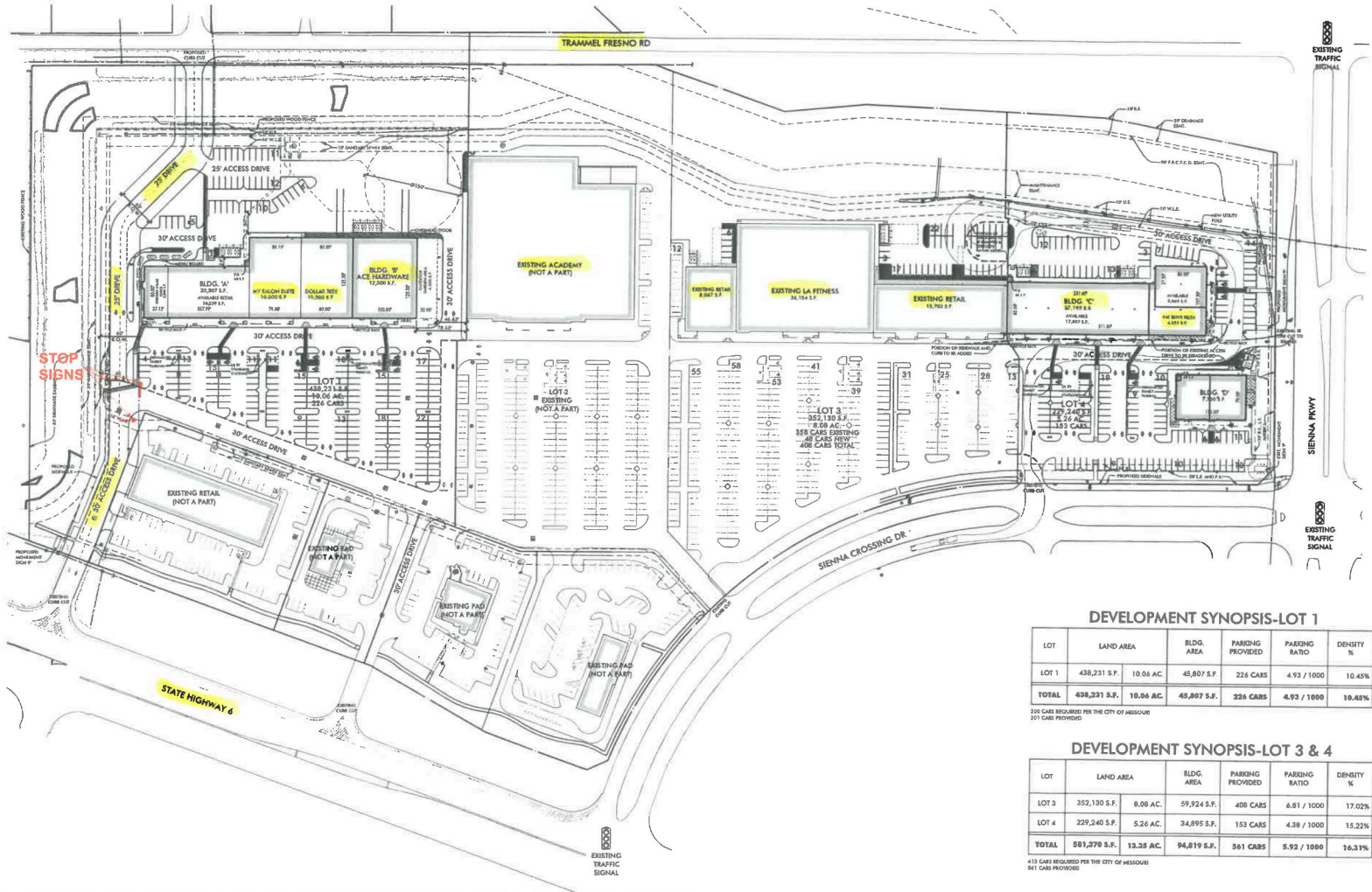
NO.	REVISIONS	DATE	NAME
1	ORIGINAL STANDARD ISSUED	3-1-22	RJS
2	ADDED NOTE 7	3-1-24	RJS

**FORT BEND COUNTY
ENGINEERING DEPARTMENT**



PROJECT TITLE:		FIXED STANDARD
DRAWN BY:	SHEET DESCRIPTION:	10
INIT	TYPICAL PAVEMENT SECTIONS	
SCALE:	FOR DEVELOPMENT PROJECTS	SHEET NO:
AS NOTED		/
DATE:	APPROVED BY:	
3-1-24		

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DEVELOPMENT SYNOPSIS-LOT 1

LOT	LAND AREA	BLDG. AREA	PARKING PROVIDED	PARKING RATIO	DENSITY %	
LOT 1	438,231 S.F.	10.06 AC.	45,807 S.F.	226 CARS	4.93 / 1000	10.45%
TOTAL	438,231 S.F.	10.06 AC.	45,807 S.F.	226 CARS	4.93 / 1000	10.45%

205 CARS REQUIRED PER THE CITY OF MISSOURI CITY
201 CARS PROVIDED

DEVELOPMENT SYNOPSIS-LOT 3 & 4

LOT	LAND AREA	BLDG. AREA	PARKING PROVIDED	PARKING RATIO	DENSITY %	
LOT 3	352,130 S.F.	8.08 AC.	59,924 S.F.	408 CARS	6.81 / 1000	17.02%
LOT 4	229,240 S.F.	5.24 AC.	34,895 S.F.	153 CARS	4.38 / 1000	15.22%
TOTAL	581,370 S.F.	13.32 AC.	94,819 S.F.	561 CARS	5.92 / 1000	16.31%

413 CARS REQUIRED PER THE CITY OF MISSOURI CITY
561 CARS PROVIDED

SIENNA CROSSING
MISSOURI CITY, TEXAS



OPTION 57

SITE PLAN

0 100 200

NORTH

ARCHITECT: Marc Boardman
REGISTRATION #: 14291
DATE: 05/23/2024
JOB #: 2101600

Williamsburg A.L.L.
6002 Westpark Drive, Suite 200
Houston, Texas 77061



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

Doucetengineers.com
TBPLS Firm No. 10194551

April 22, 2025

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

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

Dear Mr. Salazar,

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

PROJECT

It is our understanding that SES Horizon Consulting Engineers, Inc. (client) is requesting a topographic and right-of-way survey for approximate 13-acre area between State Highway 6 and Trammel-Fresno Road located in Fort Bend County, Texas.

SCOPE OF SERVICES

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

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

- Obtain and review title reports for all tracts along the additional project corridor.
- On one (1) approved alignment, field stake (one-time) PC's, PT's, PI's, and approximately every 100' along curves and approximately every 500' minimum (or sufficient for visual line) along tangents of proposed centerline alignment not within existing ROW.
- Prepare final ROW maps
- Update field search and locate monumentation on parent tract boundary lines within limits of survey and/or affected by proposed ROW or easement acquisition.
- Deliverables
 - i. ROW and easement strip map

**Estimated time to complete is within 15 business days*

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

B. Acquisition Surveying (Task 704B)

- Prepare metes and bounds description for 4 proposed ROW parcels.
- Provide closure and area calculations for proposed easement/ROW parcels/parts.
- Provide field staking as described in metes and bounds description. Proposed ROW parcels shall be staked at proposed PC's, PT's, PI's and at intersection with parent tract lines.
- Deliverables
 - i. Parcel Exhibits and Descriptions

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

C. Topographic Survey (Task 705)

Doucet will perform topographic survey of the area shown (outlined in blue) in Exhibit "A".

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

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

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

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

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

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

The deliverables included for this task shall include the following:

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

**Estimated time to complete is within 15 business days*



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

Doucetengineers.com
TBPLS Firm No. 10194551

ASSUMPTIONS

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



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COMPENSATION

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

Description	Basis of Payment	Estimated Fee
-------------	------------------	---------------

I. Geospatial

A. Right-of-Way Survey (Task 704A)		
Abstracting	Lump Sum Fee	\$ 2,500.00
ROW Map	Lump Sum Fee	\$ 2,500.00
	Task Total	\$ 5,000.00
B. Acquisition Survey (704B)		
Four (4) Parcel Plats and Descriptions	Unit Price (\$1,500/each)	\$ 6,000.00
	Task Total	\$ 6,000.00
C. Topographic Survey (Task 705)		
Topographic Survey	Lump Sum Fee	\$ 9,500.00
	Task Total	\$ 9,500.00
	Project Total (Lump Sum):	\$ 20,500.00



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Doucetengineers.com
TBPLS Firm No. 10194551

APPROVAL

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

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

Sincerely,

Dillon Fugate, RPLS
Division Manager, Geospatial

TBPE Firm #3937
TBPELS Firm #10105800

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

SES Horizon Consulting Engineers, Inc.

By: _____

Name: _____

Title: _____

Exhibit "A"





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

Doucetengineers.com
 TBPLS Firm No. 10194551

Schedule A

Doucet Fee Schedule (2024)*

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

DOU DA 2024 Rate Table A

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

Reimbursable Expenses

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

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

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



All-Terra Engineering, Inc.

*Geotechnical Engineering * Construction Materials Testing*

April 22, 2025

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

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

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

All-Terra Proposal No.: APE23-1125 Rev5

Dear Mr. Salazar:

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

A. PROJECT INFORMATION

It is our understanding that a new roadway segment is being considered to be part of the above referenced rehabilitation project. As shown in the attached Plate No. 1, the proposed new roadway segment will provide an additional access to Trammel Fresno Road coming from State Highway 6. This new roadway segment is anticipated to be a 2-lane concrete paving with a ditch crossing near Trammel Fresno Road. Reinforced box culvert structure is being considered to be placed at the ditch crossing. The data and recommendations for this roadway segment will be incorporated in the main report of the Trammel Fresno Road Rehabilitation project (All-Terra Report No. AE22-1275).

The purpose of the additional work will be to determine the subsoil and groundwater conditions within the new roadway segment and provide data/parameters/

recommendations that may be used for the construction and design of the additional roadway segment and the box culvert structure.

B. COPE OF SERVICES

Based upon our understanding of the additional work, it is proposed that the scope of work consists of the following tasks:

- Drill/sample one (1) additional geotechnical boring to a depth of 25 feet beneath the surface near the ditch crossing as shown on Plate No. 1. GPS coordinates of the actual boring location will be obtained for documentation and inclusion on the boring log of the report.
- Continuously sample each boring continuously to a depth of 20 feet, with both disturbed (for cohesionless soils) and relatively undisturbed (for cohesive soils) samples being obtained, and intermittently at 5-foot interval.
- Measure the depth to groundwater during drilling, approximately 10 minutes after the water is initially encountered, as applicable, and immediately after the completion of drilling.
- Backfill the borehole with soil cuttings after the completion of the drilling activities.
- Clearly mark the drilled boring location for the use of the project's surveyor to obtain boring location elevation, stationing, and offset distance, as applicable.
- Perform laboratory testing on soil samples obtained such as moisture content tests, unit weight determinations, Atterberg limits tests, tests to determine the percent soil particles passing a No. 200 sieve, dry density tests, and unconfined compression tests, in order to define soil classifications and physical properties of the site soils.
- Analyze the laboratory test data to define the engineering characteristics of each soil type.
- Prepare a boring log based upon the results of laboratory tests and visual soil classifications.
- Perform rigid pavement design analyses of the new roadway segment using the requirements and guidelines of the American Association of State Highway and Transportation Officials (AASHTO) "AASHTO Guide for Design of Pavements" as well as the requirements and guidelines of Fort Bend County.

- Provide recommendations for subgrade preparation and stabilization for the proposed new roadway segment and provide an alternate option for the pavement subgrade.
- Perform bearing capacity and settlement of the foundation soils beneath the box culverts and provide allowable bearing capacity of the foundation soils.
- Provide recommendations pertaining to the construction for the proposed box culvert within the ditch crossing.
- Incorporate the data and recommendations for the new roadway segment into the main report of the rehabilitation project.

C. SCHEDULE

Our field investigation assumes that we will have the right-of-entry to the project area and that the boring location will be readily accessible and be drilled utilizing a truck-mounted drilling rig. We can initiate our field operations within several working days following site clearance of underground utilities (Texas 811) prior to drilling, weather permitting. We anticipate completion of the additional work within 1.5 to 2 weeks after the completion of drilling.

D. ESTIMATED COST

For the scope of services outlined within this proposal, we estimate a total cost of about **\$3,300.00**. The breakdown of the estimated cost is as follows:

Item	Estimated Quantity	Unit	Unit Price	Estimated Cost
Field Activities:				
Mobe/demobe of drill rig	1	Lump Sum		\$ 300.00
Drilling/sampling of 1 boring to 25 feet	25	feet	\$ 18.00	\$ 450.00
Locate/identify/mark borings by graduate engineer	2	hours	\$ 85.00	\$ 170.00
Field logging by qualified technician	3	hours	\$ 65.00	\$ 195.00
Vehicle Charge	1	trip	\$ 60.00	\$ 60.00
Sub-Total				\$ 1,175.00
Laboratory Testing:				

Proposal No. APE23-1125 Rev5
Additional Work - Proposed Trammel Fresno Road Rehabilitation
From McKeever Road to State Highway 6
Missouri City, Fort Bend County, Texas
April 22, 2025

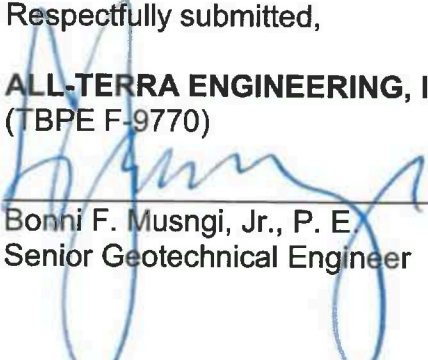
Item	Estimated Quantity	Unit	Unit Price	Estimated Cost
Atterberg Limits (ASTM D4318)	6	each	\$ 60.00	\$ 360.00
% Pass No. 200 Sieve (ASTM D1140)	4	each	\$ 46.00	\$ 184.00
Moisture Content (ASTM D2216)	11	each	\$ 9.00	\$ 99.00
Unconfined Compression (ASTM D2166)	3	each	\$ 44.00	\$ 132.00
Sub-Total				\$ 775.00
Engineering, analysis, and report preparation:				
Senior engineer, P.E.	4	hours	\$ 150.00	\$ 600.00
Graduate engineer/EIT	6	hours	\$ 85.00	\$ 510.00
Clerical/Drafting Support	4	hours	\$ 60.00	\$ 240.00
Sub-Total				\$ 1,350.00
TOTAL FOR THE ADDITONAL WORK				\$ 3,300.00

E. CLOSURE

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

Respectfully submitted,

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


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

Attachment: Plate No. 1 – Proposed Location of Boring

File:/server/proposals/APE23-1125_Rev5_additionalwork.docx



○ - Geotechnical boring included in the additional work

	<p>Date: 04/22/25</p>	<p>Additional Work - Proposed New Segment Proposed Trammel Fresno Road Rehabilitation Proposed Location of Boring</p>	<p>Proposal No: APE23-1125Rev5 Plate No. 1</p>
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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**

Certificate Number:
 2025-1338488

Date Filed:
 07/17/2025

Date Acknowledged:
 08/12/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 SES Horizon Consulting Engineers, Inc.
 Houston, TX United States

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 (FBC)

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.
 FBC Project Number 20231X
 Professional Engineering Services For Trammel Fresno Road Connector From Trammel Fresno Road To SH 6

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 _____, _____, _____, _____, _____.
(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)