

Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

PERCHERON's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to PERCHERON for the Services performed under this Agreement is Five Hundred Thirty Four Thousand Four Hundred and 00/100 Dollars (\$534,400.00). In no event shall the amount paid by County to PERCHERON under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) PERCHERON 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 PERCHERON based on the following procedures: Upon completion of the tasks identified in the Scope of Services, PERCHERON 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. PERCHERON 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 PERCHERON, if any, shall be governed by Chapter 2251 of the Texas Government Code.
- (d) PERCHERON understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon PERCHERON'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.** PERCHERON understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$534,400.00. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. PERCHERON 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 \$534,400.00 specifically allocated to fully discharge any and all liabilities

County may incur under this Agreement. PERCHERON does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that PERCHERON may become entitled to and the total maximum sum that County may become liable to pay PERCHERON under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$534,400.00.

6. **Non-appropriation.** PERCHERON understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify PERCHERON 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.** PERCHERON 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 PERCHERON.
8. **Insurance.** Prior to commencement of the Services, PERCHERON 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. PERCHERON shall provide certified copies of insurance endorsements and/or policies if requested by County. PERCHERON 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. PERCHERON 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 PERCHERON shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, PERCHERON 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.

PERCHERON 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 PERCHERON.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, PERCHERON 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 PERCHERON OR PERCHERON'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH PERCHERON EXERCISES CONTROL. IN ADDITION, PERCHERON SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

PERCHERON 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, PERCHERON 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 PERCHERON 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 PERCHERON, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH PERCHERON EXERCISES CONTROL, PERCHERON 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 PERCHERON ARE NOT AT ISSUE IN THE MATTER.

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

10. **Public Information Act.** PERCHERON 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 PERCHERON 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 PERCHERON expressly marked as proprietary or confidential. County shall not be liable to PERCHERON 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. PERCHERON further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** PERCHERON 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. PERCHERON, 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, PERCHERON 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 PERCHERON. PERCHERON 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.** PERCHERON may use County's name without County's prior written consent only in PERCHERON's customer lists. Any other use of County's name by PERCHERON 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.** PERCHERON 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 PERCHERON 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 PERCHERON shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of PERCHERON 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, PERCHERON shall comply with, and will require that all PERCHERON's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to PERCHERON 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.** PERCHERON 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 PERCHERON 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 PERCHERON 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 PERCHERON) publicly known or is contained in a publicly available document; (b) is rightfully in PERCHERON'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 PERCHERON who can be shown to have had no access to the Confidential Information.

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

PERCHERON 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. PERCHERON 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.

PERCHERON 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 PERCHERON 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. PERCHERON shall promptly furnish and deliver all such

Materials to County on request. Notwithstanding the foregoing, PERCHERON 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.** PERCHERON shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of PERCHERON which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. PERCHERON 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. **PERCHERON 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 PERCHERON.
- (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) PERCHERON fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) PERCHERON 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 PERCHERON that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) PERCHERON 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) PERCHERON 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 PERCHERON in writing of the alleged Default in reasonable detail (“Notice”). Upon receipt of said Notice, PERCHERON shall have opportunity to cure such Default within the time specified in the Notice by County. If PERCHERON 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 PERCHERON 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, PERCHERON 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 PERCHERON in accordance with Section 4, above, for such work provided by PERCHERON under this Agreement prior to its termination and which has not been previously presented for payment by PERCHERON 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 PERCHERON.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the “Affected Party”) thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party’s obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** PERCHERON shall not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
22. **Successors and Assigns Bound.** County and PERCHERON 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 PERCHERON release any material or information developed or received during the performance of Services hereunder unless PERCHERON 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 PERCHERON: Percheron Professional Services, LLC
1904 West Grand Parkway N #200
Katy, Texas 77449

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, PERCHERON represents to County that PERCHERON has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. PERCHERON 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. **Additional Terms.**
 - (a) Utilization of County Acquisition Documents: Upon the County's request, the PERCHERON shall utilize and complete the County's standard forms, templates, and specific legal documents for all property acquisitions under this Agreement, including but not limited to, deeds, easements, temporary easements, releases, and any other instruments of conveyance. PERCHERON shall ensure that all such documents are accurately completed with relevant property and party information. This requirement does not diminish the PERCHERON's responsibility to ensure the legal sufficiency and accuracy of information contained within such documents.
 - (b) Ad Valorem Tax Collection at Closing: For all properties acquired under this Agreement, PERCHERON, through its designated closing agent or title company, shall be responsible for identifying any outstanding ad valorem (property) taxes, including delinquent taxes, interest, and penalties, and for ensuring that such taxes are fully satisfied and paid in full at or prior to closing. The Service Provider shall coordinate with the [County Tax Assessor-Collector's Office/appropriate taxing authorities] to obtain accurate tax certificates and payoff amounts. All final tax prorations and payments shall be clearly documented on the closing statement.
27. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to PERCHERON 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 PERCHERON upon request.

28. **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 PERCHERON in any way associated with this Agreement. Therefore, any references in PERCHERON's Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
29. **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 PERCHERON's Proposal to County's waiver of jury trial are hereby deleted.
30. **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 PERCHERON's Proposal are hereby deleted.
31. **Indemnification by County. PERCHERON 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 PERCHERON'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS PERCHERON OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**
32. **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 PERCHERON 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.**
33. **Conflict.** In the event there is a conflict among the terms of this document entitled "Agreement for Professional Services" and the terms of PERCHERON's Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
34. **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.

35. **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.
36. **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.
37. **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.
38. **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, PERCHERON hereby verifies that PERCHERON 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, PERCHERON 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, PERCHERON 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, PERCHERON 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, PERCHERON 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.

39. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, PERCHERON 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.
40. **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.
41. **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.
42. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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

FORT BEND COUNTY, TEXAS

PERCHERON PROFESSIONAL SERVICES, LLC

KP George
KP George, County Judge

Ana Rausch
Authorized Agent – Signature

August 26, 2025
Date

Ana Rausch
Authorized Agent- Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

Managing Partner
Title

08.11.2025
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 534,400.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Follows Behind)

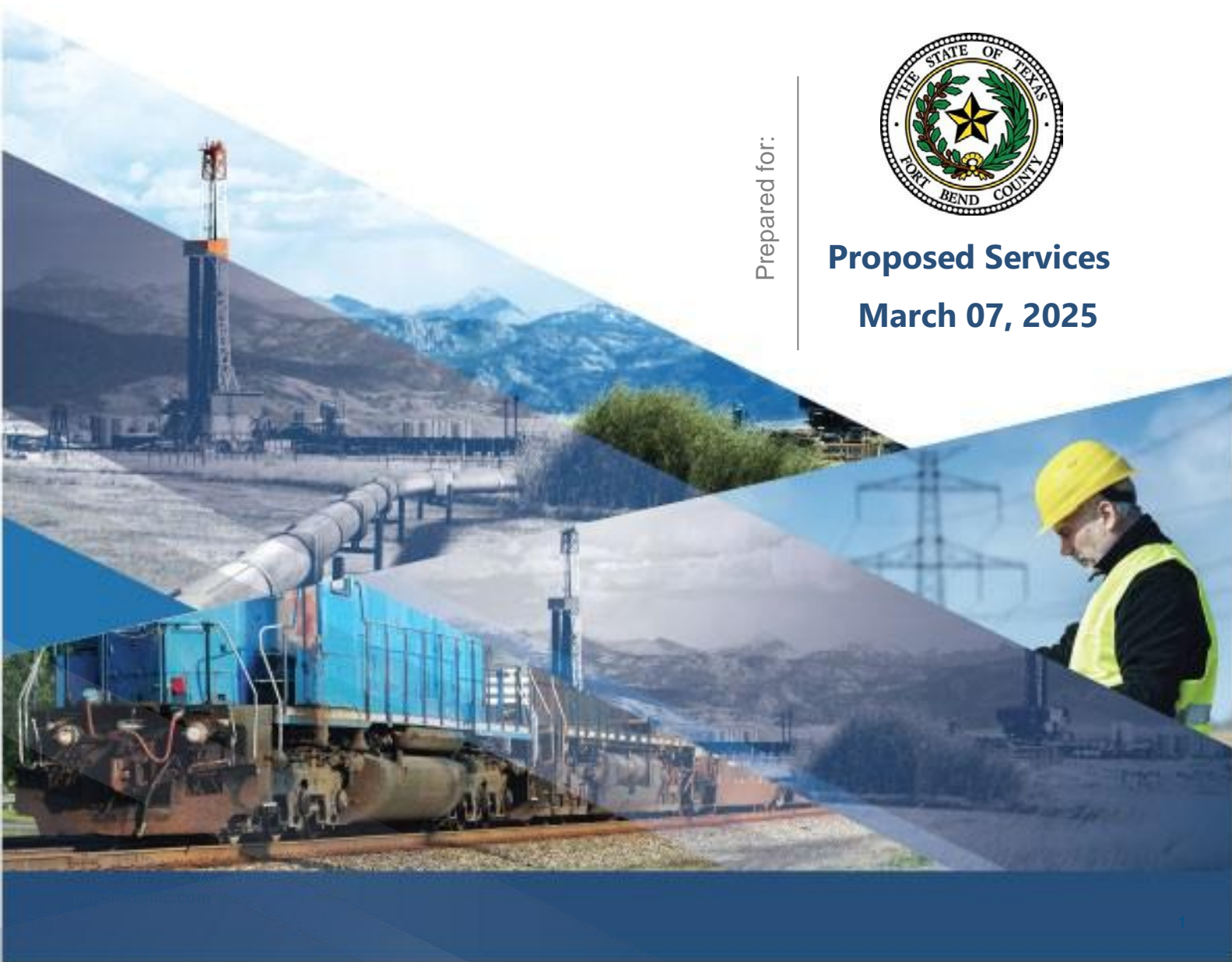


PERCHERON PROPOSAL FOR SERVICES TO FORT BEND COUNTY MOBILITY 2023



Prepared for:

Proposed Services
March 07, 2025



Percheron is pleased to present this proposal for consideration to Fort Bend County. This proposal for Fort Bend County is based on an *approximate* count (subject to change) for the acquisition of fee interests for 32 parcels under the Mobility 2023 contract.

PROJECT STAFFING

In response to the requirements as determined by Fort Bend County during the acquisition phase of the project, the following project team is being proposed for Percheron under the oversight of the Program Manager:

- a) **Project Manager** – PM to supervise agents in the field, oversee project management aspects, assist in field activities, and provide all reporting to Fort Bend County. Final report will include current status of acquisition and eminent domain.
- b) **Right of Way Agent (Negotiations)** – ROW Agent to provide negotiations and condemnation support, adhering to Property Code Chapter 21 and the URA. All ROW Agents working on project will be TREC licensed.
- c) **Appraisal** – Percheron shall subcontract with Valbridge Property Advisors to provide appraisals within a 30-45 day timeframe.
- d) **Appraisal Review** - Percheron shall subcontract with CBRE to provide appraisal review within approximately 14 days of receipt of appraisal.
- e) **Administrative Support** – includes document preparation services according to Property Code Chapter 21 and URA, database support for tracking status reports and project support and GIS specialist for any mapping services that are necessary.
- f) **Title Services** – Percheron shall obtain title commitments for each parcel through InFocus Title and/or the title company assigned by the County. The title company will provide updated title commitments and escrow services for all transactions under the terms of their contract with Fort Bend County.

SCOPE OF WORK

Percheron will perform the following tasks associated with the Mobility 2023 projects on a time & materials basis (all tasks performed by Percheron to be submitted to Fort Bend County on or before the construction let date as determined by the County).

- Appraisal within 30-45 days of appraisal start date on each parcel.
- Appraisal Review within 14 days of receipt of appraisal draft.
- Initial Offer Letter adhering to the Property Code Chapter 21 and URA requirements
- Final Offer Letter sent 30-35 days after Initial Offer Letter is received, or as directed by County.
- The submission of a hard copy Eminent Domain file to Fort Bend County Attorney's Office within 10 days of electronic file transfer to the CAO in MasterWorks.
- Any escrow services the County may deem necessary in the course of negotiations.

DELIVERABLES

Percheron to provide, at the conclusion of acquisition activities, the following documentation:

- Digital negotiation files maintained in MasterWorks for each parcel to be acquired
- Digital eminent domain file for any necessary – submitted to the County Attorney's Office with a hard file
- Standardized monthly status reports, in addition to updated reports as critical milestones are achieved

**Right-of-Way
Proposal
Mobility 2023 Bond Program
Summary:
West Airport #23303; Old Richmond Rd #23305;
University at West Avalon #23307; University at East Avalon
#23308 Estimated completion date: TBD
Total Estimated Number of Parcels: 32**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$ 102,400.00
Title Work* Includes Title agent and Title Review.	\$ 0.00
Appraisal**	\$112,000.00
Appraisal Reviews***	\$ 64,000.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$ 35,200.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$199,680.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$ 21,120.00
Total	\$534,400.00

**Based on \$1,000 per parcel to open title per InFocus FBC contract*

*** \$3,000-\$4,500 based on type of acquisition being appraised*

**** \$1,500-\$2,500 based on type of acquisition appraised*

This estimate does not include a business mileage calculation

**Right-of-Way
Proposal
Mobility 2023 Bond Program
Project: West Airport Project 23303
Estimated completion date: TBD
Estimated Number of Parcels: 14**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$ 44,800.00
Title Work* Includes Title agent and Title Review.	\$ 0.00
Appraisal**	\$49,000.00
Appraisal Reviews***	\$28,000.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$15,400.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$87,360.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$ 9,240.00
Total	\$233,800.00

**Based on \$1,000 per parcel to open title per InFocus FBC contract*

*** \$3,000-\$4,500 based on type of acquisition being appraised*

**** \$1,500-\$2,500 based on type of acquisition appraised*

This estimate does not include a business mileage calculation

**Right-of-Way
 Proposal**
Mobility 2023 Bond Program
Project: Old Richmond Rd Project 23305
Estimated completion date: TBD
Estimated Number of Parcels: 10

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$ 32,000.00
Title Work* Includes Title agent and Title Review.	\$ 0.00
Appraisal**	\$ 35,000.00
Appraisal Reviews***	\$ 20,000.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$ 11,000.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$ 62,400.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$ 6,600.00
Total	\$167,000.00

**Based on \$1,000 per parcel to open title per InFocus FBC contract*

*** \$3,000-\$4,500 based on type of acquisition being appraised*

**** \$1,500-\$2,500 based on type of acquisition appraised*

This estimate does not include a business mileage calculation

**Right-of-Way
Proposal
Mobility 2023 Bond Program
Project: University at W. Avalon Project 23307
Estimated completion date: TBD
Estimated Number of Parcels: 4**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$ 12,800.00
Title Work* Includes Title agent and Title Review.	\$ 0.00
Appraisal**	\$ 14,000.00
Appraisal Reviews***	\$ 8,000.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$ 4,400.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$ 24,960.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$ 2,640.00
Total	\$66,800.00

**Based on \$1,000 per parcel to open title per InFocus FBC contract*

*** \$3,000-\$4,500 based on type of acquisition being appraised*

**** \$1,500-\$2,500 based on type of acquisition appraised*

This estimate does not include a business mileage calculation

**Right-of-Way
Proposal
Mobility 2023 Bond Program
Project: University at E. Avalon Project 23308
Estimated completion date: TBD
Estimated Number of Parcels: 4**

<u>Expense Category</u>	<u>Cost</u>
Project Manager Includes part-time manager for the duration of the project.	\$12,800.00
Title Work* Includes Title agent and Title Review.	\$ 0.00
Appraisal**	\$14,000.00
Appraisal Reviews***	\$8,000.00
Administrative Support Includes Document specialist for preparation of legal documents, database support for tracking status reports and general project support.	\$4,400.00
Negotiations Includes Right of way agents to support acquiring process for mobility projects and condemnation support when necessary.	\$24,960.00
Additional Services Counseling, postage, mail personnel for delivery, when necessary, copies, additional title and Right- of- way related items. Receipts/backup must be provided for all expenses.	\$2,640.00
Total	\$66,800.00

**Based on \$1,000 per parcel to open title per InFocus FBC contract*

*** \$3,000-\$4,500 based on type of acquisition being appraised*

**** \$1,500-\$2,500 based on type of acquisition appraised*

This estimate does not include a business mileage calculation

Percheron reserves the right to review and/or revise the information provided within this estimate based on any changes in the scope and/or timing of the proposed project as provided by Client.

Percheron appreciates the opportunity to submit this proposal for services associated with the voluntary relocation efforts on the proposed project. If there are any questions or comments concerning information contained within the submitted documentation, please call **Arlene Kaplan**, Project Manager or **Ana B. Rausch**, Managing Partner, Percheron LLC at one of the numbers listed below.

Thank you,



Arlene Kaplan,
Program Manager | Percheron LLC
o. 832-300-6400 | c. (817) 821-9152
Arlene.Kaplan@percheronllc.com



Ana B. Rausch, SR/WA
Managing Partner, Percheron LLC
o. 832-300-6400 x 1011 | c. (713) 412-3385
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Right-of Way Scope of Work

Acquisition Firms are responsible for managing the right-of-way acquisition process, ensuring all activities are accurately documented in the Masterworks.

Key responsibilities:

Performance & Monitoring

Acquisition firms must provide regular progress reports detailing completed tasks, pending actions, and any challenges encountered. Periodic status meetings will be held to review project milestones ensure adherence to timelines and address any issues and ensure all documentation and processes comply with established standards.

Property Verification and Owner Outreach

Acquisition firms begin by verifying ownership details through surveys and preliminary research, ensuring all information is accurate. They update records in the system and initiate contact with property owners, providing required notices, surveys, and the Bill of Rights. All outreach efforts and property details must be accurately recorded in Masterworks to maintain a clear acquisition History.

Title Examination and Documentation

As part of the acquisition process firms work with title companies to open and review title commitments. They examine ownership details and identify any encumbrances, such as liens or judgements.

Valuation and assessment Coordination

To determine fair market value acquisition firms, facilitate property appraisals, coordinating meetings between appraisers and landowners. They document any potential relocation needs and submit appraisal reports for county approval. All appraisal records and valuation assessments must be entered into Masterworks for tracking and approval purposes.

Offer presentation and Negotiation Management

Acquisition firms handle negotiations by formally presenting initial offers to property owners and tracking all interactions. They review counteroffers, ensure accuracy, and submit them for county evaluation. Once the county decides, they issue approval or denial letters. When and if necessary, prepare documentation for condemnation process. Every step of the negotiation, including offers, counteroffers, and property owner communications, must be documented in Masterworks to maintain a complete transaction history.

Finalizing Transactions and Closing Procedures

To complete the acquisition, firms obtain updated title documents, resolve outstanding encumbrances, and coordinate with title companies for closing. They ensure all required paperwork is submitted for

county approval, manage payment requests, and archive final documents. The closing process, including deed transfers and financial transactions must be fully recorded in Masterworks to ensure compliance and proper project closeout.

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.
 Percheron Professional Services LLC
 Katy, TX United States

Certificate Number:
 2025-1348393

Date Filed:
 08/11/2025

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

Date Acknowledged:
 08/26/2025

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.
 2023 Mobility Projects
 Right of Way, and Appraisal 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 _____, _____, _____, _____.
(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)