

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CPF GRANT NUMBER B-24-CP-TX-2141
ENGINEERING & PLANNING PROJECT NO. 2025-10007
CITY OF TOMBALL
NORTH CHERRY STREET ROAD AND DRAINAGE IMPROVEMENTS**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and AIG Technical Services ("Engineer").

WITNESSETH:

WHEREAS, the City desires to construct roadway and drainage improvements along North Cherry Street from F.M. 2920 to W. Hufsmith Road (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning, engineering, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering, land surveying, and landscape architecture;

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

**SECTION I.
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II. CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III. OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V. COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI. INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII. ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$1,908,249.00, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII. INSURANCE

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX. TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

AIG Technical Services, LLC
Attn: Kyle A. Bertrand, P.E.
11740 Katy Freeway, St. 1100
Houston, TX 77079

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

**SECTION XI.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice

shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

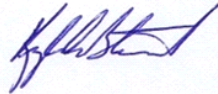
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, _____.

AIG Technical Services, LLC



Name: Kyle A. Bertrand, P.E.

Title: Associate Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, P.E., City Manager

ATTEST:

Thomas Harris, City Secretary

Exhibit A - Scope of Services

A1 – Landscape Architectural, Irrigation, Tree Protection Services (Bruno Land Design, LLC)

A2 – Geotechnical Investigation (Geotest Engineering, Inc.)

A3 – Survey Scope Exhibit

A4 - Survey and SUE Services (Rods, Inc.)

A5 – Environmental Studies (Wild Associates, LLC)

A6 – Structural Design (H2B Engineering)

Exhibit B – HUD 2 CFR 200 Engineer Contract Requirements

Exhibit C – Insurance

Exhibit D – Form 1295

EXHIBIT A

SCOPE OF SERVICES U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CPF GRANT NUMBER B-24-CP-TX-2141 ENGINEERING & PLANNING PROJECT NO. 2025-10007 NORTH CHERRY STREET ROAD AND DRAINAGE IMPROVEMENTS

PART A – SCOPE OF SERVICES

DESCRIPTION OF PROJECT

The City of Tomball, Texas was awarded Congressionally Directed Spending through a Fiscal Year 2024 Community Project Funding (CPF) grant administered by the U.S. Department of Housing and Urban Development (HUD). to improve streets and drainage infrastructure along North Cherry Street. The primary purpose of the project is to mitigate flooding and enhance roadway conditions, thereby reducing the risk of damage to residential and commercial properties and creating safer travel conditions for both vehicles and pedestrians.

The section of Cherry Street extending north from FM 2920, is currently an open ditch section roadway. During storm events, North Cherry Street can become a bottle neck for stormwater, leading to backups that impact significant portions of Old Town Tomball, particularly the commercial areas. The proposed project involves the installation of a storm sewer system beginning at FM 2920 extending north to Boggs Gulley, Harris County Flood Control District Unit No. J131-00-00. Lateral storm sewers will connect to the main trunk line along North Cherry Street, helping to mitigate repetitive flood losses experienced by residential and commercial properties in the northern portion of Old Town Tomball.

The storm sewer will be constructed within the existing Cherry Street right-of-way and will include the expansion of the roadway to accommodate the improvements. Additionally, a detention basin will be constructed as part of the project to provide flood mitigation for downstream properties. The project is located entirely within the city limits of Tomball, Texas, along a roadway owned and maintained by Harris County. The City will collaborate with Harris County to ensure the project is completed in compliance with all applicable City and County regulations.

The general scope of consultant services required for the project include providing professional engineering services for the production of construction documents suitable for public bidding and construction of the proposed improvements. It is assumed for the purpose of this scope of service that all work included herein shall be included in a single bid package for construction.

REFERENCE STANDARDS AND CRITERIA

- City of Tomball Minimum Standards for Stormwater Drainage Design”, hereinafter referred to as “City Drainage Manual”, latest edition
- Americans with Disability Act (ADA) and Texas Accessibility Standards (TAS) requirements for pedestrian facilities
- Harris County Design Guidelines, Standard Details, and Specifications for all work within the applicable right-of-way
- Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure 2023 (or latest edition)
- Harris County Flood Control District Policy Criteria & Procedure Manual 2019 (or latest edition), Standard Details, and Specifications for all work within the applicable right-of-way

- Policy on Geometric Design of Highways and Streets, published by the American Association of State Highway and Transportation Officials' (AASHTO);
- Texas Manual on Uniform Traffic Control Devices (TMUTCD), published by TxDOT
- Harris County Engineering Department and Harris County Flood Control District Geotechnical Guidelines

TASK 1 – GENERAL SERVICES & PROJECT ADMINISTRATION (AIG TECH)

The Engineer shall reference the City's Project Title and City's Project File Numbers on all correspondence and submittals.

The Engineer shall manage the efforts of the project team members and subconsultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.

The Engineer shall prepare for and attend periodic meetings necessary to review the progress of the engineering effort, or to address other issues which may arise. The City's Project manager shall initiate meetings that include the Engineer and their subconsultants, and if necessary, other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the City within 3 working days after each meeting.

The Engineer shall notify the City's Project Manager immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.

The Engineer shall prepare a project work schedule, using the latest version of Microsoft Project software or another scheduling program approved by the City in writing. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format that depicts the interdependence of the various items. The work schedule must incorporate an allocation of time for stage reviews of the design schematic, the environmental documents, and the final construction documents by personnel. The Engineer shall present the work schedule to the City for review and acceptance and provide assistance in interpreting the proposed work schedule. The Engineer shall provide advance written notice to the City if the Engineer is not able to meet the scheduled milestone review date.

Agency Coordination and Public Involvement

The Engineer shall conduct meetings with various agencies to discuss and review the engineering and design of the proposed roadway and drainage improvements. The Engineer shall document all meeting minutes and provide discussion notes to the City within 3 working days after each meeting.

Public involvement, including but not limited to meetings with property owners, stakeholders, preparation of public notice, or attend/present to boards/councils are **EXCLUDED** from this scope of service. The Engineer shall prepare exhibits related to the engineering and design of the proposed improvements.

The Engineer shall submit invoices on City's standard form, if provided, to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month. Once the project has been completed and accepted by the City, the Engineer shall deliver all electronic files to the City within 30 calendar days of City's written request.

Final payment is contingent upon the City's receipt and confirmation by the City's Project Manager that the electronic files can be opened and are usable utilizing the current version of the software in use by the City and all the review comments have been addressed.

The Engineer shall prepare a letter of transmittal to accompany each document submittal to the City. At a minimum, the letter of transmittal must include the City project number, the street name, county, project limits, HUD Grant project identification, and the City of Tomball PO number.

Upon request, the Engineer shall provide the City with a copy of the AIG Technical Services, LLC Quality Control/Quality Assurance (QC/QA) Plan and provide documentation of plan conformance through the project duration.

TASK 2 – ENGINEERING DESIGN BASIC SERVICES

The Engineer shall prepare necessary engineering plans, specifications and engineer's opinion of probable construction costs, necessary for bidding and construction of the Proposed Roadway and Drainage Improvements described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Tomball and Harris County guidelines, standard details, documentation, and procedures for public infrastructure.

If required, the Engineer shall assist City with required signatures from other governmental agencies, public utilities, and private utilities necessary for approval and construction permitting of the proposed project.

The following is intended to provide a general guideline of expected deliverables and milestones for accomplishing the project goal as well as assessing project schedule and completeness.

30% Milestone – Preliminary Design

The Engineer shall meet with Texas Department of Transportation, Harris County Precinct 3, Harris County Flood Control District, BNSF Railroad, and other Authorities having jurisdiction as needed to coordinate adjacent roadway and drainage improvement projects.

The Engineer shall meet with the City following completion of 30% design for the project. The design shall include schematic plan views of the proposed roadway and drainage improvements described above. A full list of deliverables for definition of milestone for payment is included below. It is anticipated the City and Grant Administrator will review and provide comments prior to proceeding to the next design stage of the project.

- Environmental Assessment Reports
- Geotechnical Investigation and Report
- Design Survey (Topographical Survey and Survey Control Map)
- Subsurface Utility Engineering
- Drainage Impact Analysis
- TSWA and Traffic Operational Analysis
- Preliminary Construction Sequence
- Project Implementation Plan
- Schematic Design base maps (typical sections, layout, ROW/parcel map exhibit)
- Utility Conflict Matrix
- Engineer's Opinion of Construction Cost

- Engineering Summary Report summarizing the project reflecting design criteria, traffic analysis, preliminary cost estimate and basis of estimate, construction sequence description, utility conflict issues, and environmental constraints

60% Milestone – Design (Drawings)

At the 60% milestone, the Engineer shall submit one (1) PDF electronic copy of preliminary construction plans. The preliminary design will include a summary of anticipated issues, constraints, and estimates of probable construction cost for the plans provided. The Engineer shall meet with the City following completion of 60% design for the project. A full list of deliverables for definition of milestone for payment is included below. It is anticipated the City and Grant Administrator will review and provide comments prior to proceeding to the next design stage of the project.

- Cover Sheet, Index of Sheets, and General Notes
- Overall Layout Plan
- Survey Control Map
- Existing/Proposed Typical Sections
- Roadway & Drainage Plan and Profile of existing condition, existing utilities, and proposed improvements
- Cross Street Plan and Profiles
- Overall Drainage Area Map and Contributing Drainage Area Maps
- Storm Sewer Hydrologic and Hydraulic Computation Sheets
- Detention Pond Plan, Cross Section and Outfall Plan & Profile
- Signage and Pavement Marking Plans
- Traffic Signal Plans
- Utility Relocation Plans of public utilities (if required), including water, sanitary sewer, or natural gas lines owner by City of Tomball as equal sizing or as directed by the City's Project Manager
- Traffic Control Plans, Detours, and Sequence of Construction
- Storm Water Pollution Prevention Plans
- Storm Water Quality Plan
- Landscape Planting, Irrigation and Tree Preservation Plans
- Structural Engineering Plans/Details
- Standard Details
- Constructability Review
- Updated ROW/Parcel Map Exhibit
- List of Technical Specification (standard specifications incorporated by reference and all supplemental and non-standard technical specifications identified)
- Engineer's Opinion of Construction Cost

90% Milestone – Final Design (Drawings)

At the 90% milestone, the Engineer shall submit three (3) full size paper sets and one (1) PDF electronic copy of the following:

- Construction Drawings included all necessary plans sheets and details
- Final ROW/parcel map exhibit
- Draft Project Manual including as a minimum:
 - Table of Contents
 - Bid Form (00410, Parts A&B)
 - Summary of Work
 - Technical Specifications (standard specifications incorporated by reference and all supplemental and non-standard technical specifications identified)
- Detailed estimate of probable construction cost
- SWQMP
- Submission of Plans to RAS for TDLR compliance review

Final Drawings and Specifications (100% Construction Documents)

After receiving reviewing, and addressing comments on the 90% Milestone submission, the Engineer shall submit three (3) full size paper copies and one (1) PDF electronic copy of the documents and supporting paperwork upon conformation of readiness by the City. The final Construction Document submission will include:

- Construction documents, all review comments resolved, with applicable documents signed and sealed by a licensed engineer and/or surveyor.
- Sheet-by-sheet quantity take off and documentation
- Proof of TDLR Comment review and responses
- Completed project manual
- Land Acquisition documents (as proposed under the Additional Services within the Scope of Service)
- Documentation and/or permits confirming other agencies' approvals and eligibility for final construction permits. Acquisition of ROW or parcels for construction may limit the ability to obtain all necessary permits for construction.

Bidding and Award – Not Included in this Scope of Services

TASK 3 – STORM WATER POLLUTION PREVENTION PLAN

Prepare erosion control plan showing suggested best management practices for filtering of stormwater runoff, plan controls and standard details in accordance with TCEQ requirements, and City's standard details and specifications. The Engineer shall develop storm water pollution prevention plans in conformance with the Traffic Control Plans (TCP). The storm water pollution prevention plan shall include any required permanent erosion control measures.

TASK 4 – TRAFFIC CONTROL PLANS

The Engineer shall prepare Traffic Control Plans (TCP), including TCP typical sections, for the project. A detailed TCP shall be in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the “Texas Manual on Uniform Traffic Control Devices” (TMUTCD), City of Tomball and/or Harris County Engineer Department requirements.

The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricade, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Engineer shall show temporary roadways, ramps, structures and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts and show the limits on the applicable TCP. Design of temporary shoring will be the responsibility of the Contractor.

The Engineer shall assist the City in coordination mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, neighborhoods, and planned City events. The Engineer shall maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment.

TASK 5 – LANDSCAPE ARCHITECTURAL, IRRIGATION, TREE PROTECTION SERVICES (BRUNO LAND DESIGN, LLC)

Services are proposed to address the improvements associated with roadway reconstruction and drainage improvements. Landscaping, irrigation, and tree protection shall be designed in accordance with applicable City of Tomball ordinances and standards, or as directed by the City’s Project Manager.

The subconsultant proposal is included in *Exhibit A1*.

TASK 6 – GEOTECHNICAL INVESTIGATION (GEOTEST ENGINEERING, INC.)

Perform the geotechnical investigation and reporting in general accordance with the Harris County Engineering Department and Harris County Flood Control District Design Manual(s). The purpose of the investigation is to evaluate the soil and ground water conditions within the project alignment and provide geotechnical recommendations for the proposed storm sewer, paving improvements, and dry-bottom detention facility.

The scope of the study will include the following:

- Call Texas811 One Call and Coordinate with utility locators to obtain utility clearance
- Perform pavement coring and record the existing pavement section
- Drill and intermittently sample 14 total borings to a depth of 25 feet (8 for roadway, 6 for pond)
- Install two (2) piezometers within the drilled boreholes to record long term water level readings
- Perform desktop fault study to identify the documented faults (if any)
- Perform appropriate laboratory tests on selected representative samples to develop the engineering properties of the soil
- Perform engineering analysis to develop geotechnical recommendations

- Open cut excavation recommendation for proposed storm sewer including groundwater control and construction considerations
- Pavement recommendations (asphalt and concrete) including subgrade stabilization recommendations per Harris County criteria
- Safe side slope recommendations for the proposed detention pond including outfall recommendations at Boggs Gully per HCFCD criteria
- Prepare a geotechnical investigation report containing a plan showing the locations of boreholes and recommendations

The subconsultant proposal is included in *Exhibit A2*.

TASK 7 – TOPOGRAPHICAL SURVEY AND BOUNDARY SURVEY (RODS, INC.)

A registered professional land surveyor shall conduct the following design and boundary surveys suitable for design within the anticipated limits of work, illustrated in *Exhibit A3*.

- Existing ROW Maps (TSPS Category 1B, Condition 3) - Deed research for existing right-of-way (ROW) throughout the project route. Prepare ROW map of existing ROW. Deed research and ROW mapping excludes the proposed detention pond parcel tract and along N Cherry Street from W Hufsmith Road to Epps Street
- Boundary Lines – Establish boundary lines for the proposed detention pond tract and along N. Cherry Street from W. Hufsmith Road to Epps Street. The interior/individual parcel lines will not be surveyed or shown due to known issues affect the parcels and right-of-way.
- Topographic Survey (TSPS Category 6, Condition 1) – Perform topographic survey for approximately 9,855 linear feet with all intersections along this route. Surveyed cross sections at 50' intervals to include 20 feet outside of the ROW, including visible utilities and Texas811 OneCall markings/signed, and drainage features with invert data.
- Control – Recover Horizontal and Vertical control points. Project datum shall be Horizontal NAD 83 (2011 Adj. Epoch 2010.00) Vertical NAVD 88. Control points to be set with 5/8-inch iron rods. Set three (3) temporary benchmarks.
- Proposed ROW Maps (TSPS Category 1A, Condition 3) – Perform land title survey of up to four (4) parcels previously surveyed in existing TSPS Category 1B, Condition 3 boundary survey. Research and recover sufficient boundary/ROW information necessary to create metes and bounds descriptions and parcel maps. Provide appropriate monumentation at all new or missing parcel corners. Provide third-party abstracting services with abstractors certificate for each parcel acquisition.
- Provide survey data on geotechnical boring locations with corresponding identification labels

Deliverables shall be submitted no later than when 30% drawings are submitted for review. Deliverables for topographic survey services to the City include the following:

- Survey Control Index Sheet and Horizontal and Vertical Control Sheets
- Existing Boundary Maps
- 2D CADD file, 3D DTM, TIN, and ASCII data file
- Up to four (4) Category 1A Exhibit Surveys and metes in bounds in PDF and word format

The subconsultant proposal is included in *Exhibit A4*.

TASK 8 – REGISTERED ACCESSIBILITY SPECIALIST

Registered Accessibility Specialist (RAS) Services proposed for the project would be associated with the pedestrian route elements, including site walks, ramps, and street right-of-way crossings determined to be impacted by the project improvements. The RAS Services would include plan review and construction inspections for compliance with the Texas Architectural Act, Chapter 469 of the Texas Government Code. A budgetary number has been assumed for the cost associated with the plan project registrations, reviews, and inspections in accordance to and published under the Architectural Barriers Administrative Rule 68.80. Actual final cost will be based on the final construction estimate at the time of registration.

TASK 9 – ENVIRONMENTAL STUDIES (WILD ASSOCIATES, LLC)

The scope described herein is consistent with prior scopes executed for HUD-funded projects and administered through the General Land Office (GLO). The roadway and drainage improvements are situated within or near the Tomball Oil Field. The area indicates the possibility of historical oil and/or gas wells, pipelines, mud pits, workover pits, tank farms, valves station, and the like. Below is a list of tasks identified that are further defined in the subconsultant proposal included as *Appendix E*.

- Wetlands and Water Bodies Delineation
- Ordinary High Water Mark Determination
- Threatened and Endangered Species Survey
- Historical and Cultural Resources Desktop Survey
- Pre-Permit Application USACE Consultation
- Section 404 Nationwide Permit
- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment

The subconsultant proposal is included in *Exhibit A5*.

TASK 10 – DRAINAGE IMPACT ANALYSIS

Utilizing the recently adopted City of Tomball Drainage Master Plan (DMP), prepare a drainage impact analysis for the proposed roadway and drainage improvements. The proposed improvements consist of implementing three projects from the DMP within the J131 Basin (or Boggs Gully sub-watershed), specifically subbasin J131_A5. The purpose of the improvements is to relieve portions within Old Town Tomball north of FM 2920 from historic flooding through increased conveyance systems and mitigation within the proposed detention facility. The three projects identified in the DMP are listed below:

- J131_CIP 1 – A sub-regional, dry-bottom detention facility identified as J531-01
- J131_CIP 2 – A storm sewer trunk system along N. Cherry Street
- J131_CIP 3 – A storm sewer lateral system along Commerce Street extending from N. Pine Street to N. Elm Street

The J531-01 detention facility is intended to mitigate impacts from N. Cherry Street storm sewer improvements and W. Hufsmith Road improvements (from J131-00-00 to BNSF Railroad). In addition, J531-01 may potentially provide additional storage capacity for adjacent subarea J131_B1_S1 and/or storage capacity for future development within the subbasin.

As part of the drainage impact analysis, data collection will gather and review available data from public resources (FEMA, HCED, and HCFCD) and obtain final models and reports from City of Tomball related to the DMP.

A hydrologic study of the project area will include the following:

- Delineation of drainage boundaries for contributing and programmed areas for pre-development and post-development conditions
- Determination of peak flows using the Rational Method for the following design frequencies: 2-year (50 % AEP), 10-year (10% AEP), 25-year (4% AEP) and 100-year (1% AEP) storm events
- Development of peak flow hydrographs in conformance with City and HCFCD criteria

The hydraulic analysis and evaluation will include the development of an unsteady state 1D-2D models utilizing XPSWMM utilizing surface terrain data and topographical survey. A pre-construction model, representing existing conditions, will be developed, calibrated and validated. The post-construction modelling effort will include the following improvements:

- N. Cherry Street reconstruction and storm sewer improvements
- W. Hufsmith Road reconstruction and storm sewer improvements
- Implementation of J531-01 subregional detention facility, or portion of to serve the proposed project

All modelling will include provisions, if any, for computations of resulting floodplain fill volumes and respective mitigation cut volume within limits of disturbance. Hydraulic design will be performed in accordance with HCED and COT drainage design criteria.

A drainage impact analysis report will be prepared detailing project scope, hydrologic and hydraulic methodologies utilized, alternative analysis and recommendations suitable for permit approval by agencies having jurisdiction.

TASK 11 – TRAFFIC STUDIES / TSWA

The Engineer shall prepare up to one (1) traffic signal warrant analysis for N. Cherry Street intersection with W. Hufsmith Road. The TSWA for N. Cherry Street and FM 2920 (Main Street) is anticipated to be completed by the TxDOT design consultant. The following data will be collected and reviewed as part of the TSWA at the identified intersection:

- 13-hour Turning Movement Counts (TMC)
- Historical crash data for 5 full calendar years (January 1st to December 31st)
- Perform field work that includes taking measurements, locating utilities and ROW, identifying existing conditions, observing intersection sight distances, observing traffic characteristics, and taking digital photos (minimum of one photograph per approach)

The Engineer shall conduct traffic signal warrant analysis for the study intersection for use in authorizing traffic signals and other recommendations for improving traffic operations. The Engineer shall utilize the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and other applicable guidelines for the analysis:

- Prepare a collision diagram showing crash types and their location
- Prepare an existing condition diagram showing details from the field work

- Prepare a site map of the study intersection. Information on the site map must include existing control devices at the intersection
- Prepare an Intersection Sight Distance diagram showing the sight triangles for the intersection approaches
- Prepare a signal warrant analysis report, which summarizes the findings of the traffic and pedestrian counts, field inventories of the location, and the warrant study

The Engineer shall conduct capacity analysis for the study intersection for Existing conditions (AM and PM peak hours) and make recommendations for improving traffic flow. The Engineer shall perform this study using the TRB Highway Capacity Manual to analyze and make appropriate recommendations. The Engineer will prepare a Traffic Signal Warrant Analysis Memorandum.

TASK 12 – IMPLEMENTATION PHASING AND CONSTRUCTABILITY REVIEW

The Engineer shall develop an implementation plan for prioritizing improvements along the corridor and identify a sequence of improvements to manage future traffic operations and available funding. The implementation plan must consider traffic operation, the ultimate preferred alternative, and potential funding levels and sources to identify a timeline for short and mid-term improvements that accommodate corridor growth while minimizing future throwaway construction. The Engineer shall provide the recommendations for the implementation plan in a project implementation report deliverable and incorporate the recommendations into the engineering summary report.

TASK 13 – TRAFFIC AND OPERATIONAL ANALYSIS

The Engineer conduct traffic operations analysis along the N. Cherry Street corridor from FM 2920 (Main Street) to W. Hufsmith Road, including the following intersections along N Cherry Street to make recommendations for improving traffic flow patterns, and transit and traffic operations:

- FM 2920 (Main Street)
- Commerce Street
- Houston Street
- Oxford Street
- Epps Street
- W. Hufsmith Road

The following data will be collected as part of the Traffic and Operational Analysis:

- From previous studies: AM and PM peak period Turning Movement Counts (TMC) at the intersections of N Cherry St with FM 2920, Commerce St, Houston St, Oxford St and Epps St
- Historical crash data for 5 full calendar years (January 1st to December 31st)
- Perform field work that includes taking measurements, locating utilities and ROW, identifying existing conditions, observing intersection sight distances, observing traffic characteristics, and taking digital photos (minimum of one photograph per approach)

The Engineer shall perform this study using the TRB Highway Capacity Manual:

- Traffic volume projections using an annual growth rate
- Capacity analysis for No Build conditions (AM and PM peak hours)
- Capacity analysis for Build conditions (AM and PM peak hours)

- Prepare a traffic operations analysis report, which summarizes the findings and recommended improvements (if appropriate)

The Engineer shall conduct historical crash analysis along N Cherry St from FM 2920 to Hufsmith Rd to make recommendations for enhancing safety. The Engineer shall use AASHTO HSM and TxDOT Roadway Design Manual to make appropriate safety recommendations:

- Review crash characteristics such as severity, crash types, frequency, rates, patterns, clusters, and their relationship to crash contributing factors.

The Engineer shall prepare a traffic operations analysis report, which summarizes the findings and recommended improvements (if appropriate) based on the traffic operations analysis and historical crash analysis.

TASK 14 – STORM WATER QUALITY MANAGEMENT PLAN

The Engineer shall prepare a Storm Water Quality Management Plan (SWQMP) in accordance with Harris County Flood Control District and Harris County Engineering Department guidance manuals for projects discharging into MS4 operator-maintain facilities.

TASK 15 – CONSTRUCTION PHASING PLAN

The construction of the Project should be scheduled or sequenced to minimize the down time for the contractor and to maximize the utilization of space for the travel ways. Sequencing is accomplished by partitioning the Project into construction phases, which may be further segmented into steps. A “phase” is a major portion of the construction, scheduled in a logical progression toward Project completion. A “step” is a minor portion of the construction, subordinate to a particular phase.

The Engineer shall prepare construction sequence layouts in conjunction with the geometric design schematic depicting the phasing and traffic detours anticipated to safely convey traffic. The layout(s) must demonstrate that adequate horizontal and vertical alignments are maintained, sufficient lane widths and shoulder widths or barrier offsets are feasible, and construction zones are adequate for constructability of all proposed features. The layout(s) must indicate how existing pedestrian and bicycle facilities are accommodated for in each phase.

TASK 16 – TRAFFIC SIGNAL DESIGN

Assuming the Traffic Signal Warrant Analysis (TSWA) under D-10 confirms that a signal is warranted, the Engineer shall proceed with the preparation of Plans, Specifications, and Estimates (PS&E) for the design of traffic signals at the intersection of N Cherry Street and W Hufsmith Road. Design shall be conducted according to TMUTCD. The Engineer shall include the County’s Approved Signal Equipment List after request from the Program Manager.

Perform field work that includes taking measurements, locating utilities, locating ROW, identifying existing conditions, and taking digital photos. The signal design shall accommodate ultimate corridor alignments and layout of both N Cherry Street and W Hufsmith Road.

Prepare traffic signal plans, specifications and opinion of probable construction cost estimates in concurrence with roadway and drainage PS&E deliverables.

TASK 17 – STRUCTURAL DESIGN (H2B ENGINEERING)

Services are proposed to provide structural engineering and design services related to the proposed roadway and drainage improvements. These items may include, but are not limited to, special storm sewer junction boxes, non-standard headwall structures, and overflow weir design. Further scope definition will be required upon completion of schematic design.

The subconsultant proposal is included in *Exhibit A6*.

TASK 18 – SUBSURFACE UTILITY ENGINEERING (RODS, INC.)

Utility engineering investigations include utility investigation subsurface and above ground prepared in accordance with ASCE/CI Standard 38-22 and Utility Quality Levels. All utility locates will contact Texas811 One-Call agency for locates and prior to any excavation activities.

- Quality Level D - Existing Records: Utilities are plotted from review of available records.
- Quality Level C - Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.
- Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. QL B incorporates QL C and QL D information.
- Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. Test holes will be excavated via non-destructive vacuum excavation. Test holes will be surveyed. Prepare data sheets for up to eleven (11) test holes depicting top, side and plan views, and detailing survey information as well as size, material and depth of utilities found.

Deliverables for QL B data shall be submitted no later than when 30% drawings are submitted for review. QL A test hole location may be determined after schematic development.

- Digital CADD file in Bentley ORD 2D format showing SUE QL B linework and SUE QL A test hole callouts
- Up to eleven (11) Test Hole Data Sheets for excavated locations

The subconsultant proposal is included in *Exhibit A4*.

EXCLUSIONS

1. Environmental Assessment and Permitting including but not limited to:
 - Environmental Assessment under the National Environmental Policy Act (NEPA)
 - HUD's 8-step Floodplain process
 - Archaeological Pedestrian Shovel Test or Trenching Surveys
 - Hydrogeomorphic Modeling to calculate Function Capacity Units for wetland Mitigation
 - Negotiations with wetland banks and development of mitigation and monitoring plans
 - TPWD habitat assessment and USFWS ESA Section 7 consultation studies and mitigation plans
 - Completion of HUD Environmental Review Record Checklist
2. Pipeline Relocation Design or Agreements
3. Street Illumination Design (to be coordinated with CenterPoint Energy upon award of construction funding)
4. Relocation design of private utilities (electrical or telecommunications)
5. Design of stormwater pump stations
6. Public Involvement & Presentations
7. Aesthetic Enhancements not mentioned in the scope of services above

LIST OF SCOPE ATTACHMENTS

Exhibit A1 – Landscape Architectural, Irrigation, Tree Protection Services (Bruno Land Design, LLC)

Exhibit A2 – Geotechnical Investigation (Geotest Engineering, Inc.)

Exhibit A3 – Survey Scope Exhibit

Exhibit A4 - Survey and SUE Services (Rods, Inc.)

Exhibit A5 – Environmental Studies (Wild Associates, LLC)

Exhibit A6 – Structural Design (H2B Engineering)

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope, and any additional fees are approved by the City of Tomball.

The recommended budget for this scope of services is:

Services to be Provided	Base Cost	Sub-Markup @ 10%	Totals	Basis of Fee
Task 1 - General Services & Project Administration	\$ 180,000.00		\$ 180,000.00	Lump Sum
Task 2 - Engineering design Basic Services	\$ 748,000.00		\$ 748,000.00	Lump Sum
Task 3 - Storm Water Pollution Prevention Plan	\$ 35,000.00		\$ 35,000.00	Lump Sum
Task 4 - Traffic Control Plans	\$ 85,000.00		\$ 85,000.00	Lump Sum
Task 5 - Landscape, Irrigation, Tree Protection Services (Bruno)	\$ 25,000.00	\$ 2,500.00	\$ 27,500.00	Lump Sum
Task 6 - Geotechnical Investigation (Geotest)	\$ 74,930.00	\$ 7,493.00	\$ 82,423.00	Lump Sum
Task 7 - Topographical Survey and Boundary Survey (Rods)	\$ 189,840.00	\$ 18,984.00	\$ 208,824.00	Lump Sum
Task 8 - Registered Accessibility Specialist	\$ 2,000.00	\$ 200.00	\$ 2,200.00	Lump Sum
Task 9 - Environmental Studies (Wild & Associates)	\$ 57,200.00	\$ 5,720.00	\$ 62,920.00	Lump Sum
Task 10 - Drainage Impact Analysis	\$ 116,000.00	\$ -	\$ 116,000.00	Lump Sum
Task 11 - Traffic Studies / TSWA	\$ 30,500.00		\$ 30,500.00	Lump Sum
Task 12 - Implementation Phasing and Constructability Review	\$ 25,000.00		\$ 25,000.00	Lump Sum
Task 13 - Traffic and Operational Analysis	\$ 51,500.00		\$ 51,500.00	Lump Sum
Task 14 - Storm Water Quality Management Plan	\$ 25,000.00		\$ 25,000.00	Lump Sum
Task 15 - Construction Phasing Plan	\$ 50,000.00		\$ 50,000.00	Lump Sum
Task 16 - Traffic Signal Design	\$ 38,000.00		\$ 38,000.00	Lump Sum
Task 17 - Structural Design (H2B)	\$ 35,000.00	\$ 3,500.00	\$ 38,500.00	Lump Sum
Task 18 - Subsurface Utility Engineering (Rods)	\$ 87,620.00	\$ 8,762.00	\$ 96,382.00	Lump Sum
Reimbursable Expenses	\$ 5,000.00	\$ 500.00	\$ 5,500.00	Lump Sum
Recommended Total Budget			\$ 1,908,249.00	

The recommended budget for this scope of services is \$1,908,249.00 (Not to Exceed).

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc.



STANDARD FORM CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN
LANDSCAPE ARCHITECT AND CLIENT

Preliminary Provisions

Date

This Agreement is made as of August 11, 2025, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

The Client acknowledges that it is authorized to enter into this Agreement.

AIG Tech

NAME

ENTITY – SELECT ONE

☐ CORPORATION ☒ LIMITED LIABILITY COMPANY ☐ MUNICIPALITY ☐ GOVERNMENT ☐ INDIVIDUAL/MARRIED COUPLE

1500 S. Dairy Ashford Ste. 445 / Houston / Texas / 77077

ADDRESS / CITY / STATE / ZIP (IF DIFFERENT FROM CLIENT ADDRESS ABOVE)

Patrick Rummel, PE / Project Manager / email: patrick.rummel@aigtechnical.com

POINT OF CONTACT

Landscape Architect

Bruno Land Design, LLC

NAME

ENTITY – SELECT ONE

☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☒ LIMITED LIABILITY COMPANY

10401 Mason Road, Ste.G704, Richmond, Texas 77406

ADDRESS / CITY / STATE / ZIP

Kyle Bruno, RLA / email: kyle@brunolanddesign.com / p: 409-382-0698

CONTACT INFORMATION

Project

Name: COT RFQ #2025-15 (N. Cherry St. Storm Sewer Improvements)

Location: Tomball, Texas

Purpose: Landscape Architecture

Scope of Services

The Scope of Services to be provided by the Landscape Architect under this Agreement are described in *Exhibit "A."*

Compensation

Compensation for Landscape Architectural Services performed under this Agreement shall be the **Lump Sum** of **\$25,000.00** plus Reimbursable Expenses as defined in Article 4 and is subject to the provisions of this Agreement.

Exhibits

The following exhibits are incorporated in and made a part of this Agreement:

- “A” Client’s Program
- “B” Scope of Services
- “C” Landscape Architect’s Hourly Compensation Rates Schedule

II. Fee Breakdown

Schematic Design.....	\$5,000.00
Design Drawings.....	\$8,000.00
Construction Documents.....	\$12,000.00
Total Fee.....	\$25,000.00



Landscape Architect

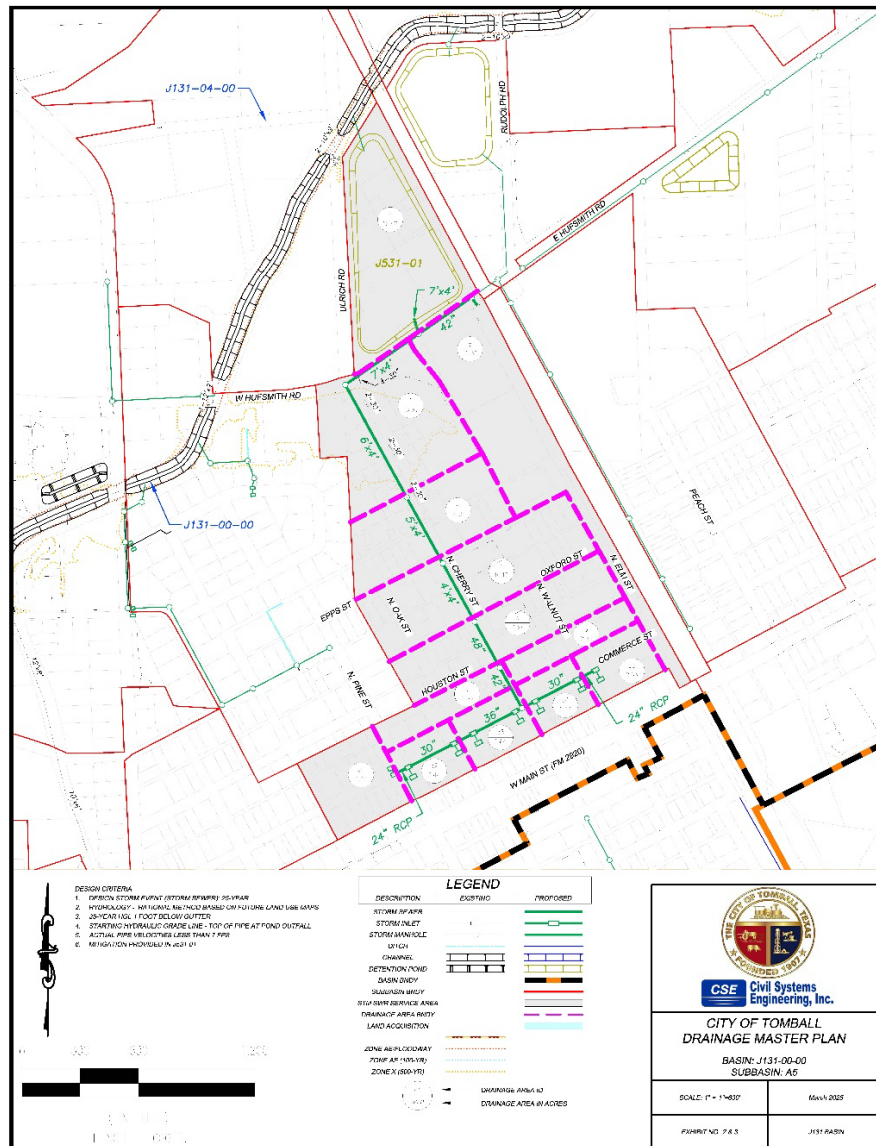
08/11/2025

Date

Client

Date

EXHIBIT "A"
CLIENT'S PROGRAM



1. Provide the following for N. Cherry Storm Sewer Improvements:
 - a. Existing Tree Protection Plan (N. Cherry St)
 - i. Provide Tree Protection Plan for existing trees along N. Cherry St. that will be proposed "To Remain".
 - b. Hardscape Plan (J531-01 Proposed Detention)
 - i. Provide sidewalk design for pedestrian connectivity, per City of Tomball Code of Ordinance standards.
 - c. Planting Plan (J531-01 Proposed Detention)
 - i. Provide planting design, at minimum, to City of Tomball Code of Ordinance standards.
 - d. Irrigation Plan (J531-01 Proposed Detention)
 - i. Provide design, at minimum, to TCEQ standards.

EXHIBIT "B"

1.1 Scope of Services

1.1.1 Schematic Design Phase

Based on the engineering plans and findings, the Landscape Architect shall explore design options and develop a Schematic Design through the following:

- .1 prepare studies and relational diagrams for the organization and placement of proposed Program elements taking into consideration the existing site features and the requirements of other Program elements
- .2 prepare drawings illustrating alternative design concepts for the form and configuration of the Program elements on the site (up to 3 alternatives shall be provided under the basic Scope of Services for this Agreement)
- .3 evaluate alternative design concepts and, in conjunction with the Client, identify a preferred design concept
- .4 based on the preferred design concept, prepare a Schematic Design plan (at an appropriate scale) illustrating the form and configuration of the proposed improvements on the site
- .5 preliminarily select key materials or material systems and prepare preliminary designs for key construction details
- .6 prepare an opinion of probable construction costs for the proposed improvements, including a recommended contingency
- .7 submit the plan(s), details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Client for review and approval

1.1.2 Design Development Phase

Based on the Schematic Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:

- .1 plan to define the location of the proposed improvements in relation to both the existing site features and other proposed improvements
- .2 prepare design detail drawings illustrating the proposed forms, materials, colors, and textures of the proposed improvements in coordination with other professional services
- .3 prepare supplemental drawings as required to illustrate the design intent:
 - a. Tree Protection Plan
 - b. Hardscape Plan
 - c. Planting Plan
 - d. Irrigation Plan
- .4 prepare outline specifications for applicable areas of work
- .5 prepare an opinion of probable construction costs for the proposed improvements, including a recommended contingency
- .6 submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval
- .7 distribute and coordinate all drawings with all design professionals
- .8 coordinate and distribute deliverables and schedules

1.1.3 Construction Document Phase

Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- .1 prepare construction plans including:
 - a. Tree Protection Plan
 - b. Hardscape Plan
 - c. Planting Plan
 - d. Irrigation Plan
- .2 prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements
- .3 prepare construction specifications for the proposed improvements
- .4 coordinate the drawings and specifications prepared by the Landscape Architect's consultants, and when appropriate, the Client's other consultants.
- .5 update the opinion of probable construction costs of the proposed improvements.
- .6 prepare document suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.
- .7 address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- .8 prepare an opinion of probable construction costs for the proposed improvements, including a recommended contingency
- .9 submit electronic copies of the Construction Documents; additional hard copies shall be a Reimbursable Expense as provided in Article 4 of the Agreement

1.2 Exclusions

- 1.3.1 Geotechnical Surveys/Reports
- 1.3.2 Civil Engineering Services/Design
- 1.3.3 Electrical Engineering Services/Design
- 1.3.4 Structural Engineering Services/Design
- 1.3.5. Architectural Services/Design
- 1.3.6. Soils Report



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140732599

August 6, 2025

Mr. Patrick Rummel, PE
Project Manager
AIG Tech
11740 Katy Freeway, Suite 100
Houston, Texas 77079

**Re: Proposal for Geotechnical Investigation
North Cherry Street Drainage Improvements
City of Tomball, Harris County, Texas**

Dear Mr. Rummel:

In accordance with your request on August 1, 2025, Geotest Engineering, Inc., is pleased to submit this proposal for the referenced project. The project scope includes providing drainage and paving improvements along North Cherry Street between FM 2920 and Boggs Gully (Harris County Flood Control District [HCFCD] Unit J131-00-00) in the City of Tomball, Harris County, Texas.

The subject N Cherry Street is currently a two lane asphalt paved street with roadside ditches, and experiences flooding during storm events. The proposed project involves the installation of a storm sewer system along N Cherry Street and W Hufsmith Rd, including lateral storm sewers connecting to the main trunk line along N Cherry Street, helping to mitigate repetitive flood losses experienced by residential and commercial properties in the northern portion of Old Town Tomball. Based on the available information, the proposed storm sewers will be installed at depths ranging from 8.5 to 10.3 feet and will be constructed by using open cut excavation. The project also includes pavement improvements along the proposed streets and scope includes providing recommendations for both asphalt and concrete pavement sections per Harris County guidelines.

The project also includes construction of a new detention pond along the north end of the project between Ulrich Rd, W Hufsmith Rd, UPRR railroads and Boggs Gully. The proposed pond is about 9.5 acres in area. The depth of the proposed pond ranges from 8.5 to 10.5 feet and will be designed as a dry bottom basin. The storm sewer system as part of the project will outfall

into the pond from along W Hufsmith Rd, and the pond will outfall into Boggs Gully on the north end of the proposed pond.

Purpose and Scope

The purposes of this investigation are to evaluate the soil and ground water conditions within the project alignment and to provide geotechnical recommendations for the storm sewer and paving improvements, and detention pond. Based on the information provided to us on August 1, 2025, the scope of this study will consist of the following:

- Call Texas 811 and coordinate with utility locators to obtain utility clearance for the proposed boreholes.
- Perform pavement coring and record the existing pavement section and provide borehole access.
- Drill and intermittently sample:
 - eight (8) soil borings each to a depth of 25 feet for paving and drainage improvements.
 - Six (6) soil boreholes each to a depth of 25 feet for detention pond.
- Measure water levels 24 hours after completion of drilling in all the borings
- Install two (2) piezometers within the drilled boreholes (one [1] along the roadway and one [1] within the detention pond footprint) to record the long term water level readings.

The approximate location of the borings is shown on Figure 1, Plan of Borings and the Proposed Boring/Piezometer Program is presented on Attachment No. 1.

- Perform Desktop Fault Study to identify the documented faults (if any) in the area.
- Grout all the drilled boreholes, except piezometer borings and detention pond borings (except the one borehole along W Hufsmith Rd), using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Perform appropriate laboratory tests on selected representative samples to develop the engineering properties of the soil.

- Perform engineering analyses to develop geotechnical recommendations. The recommendations will include:
 - Open cut excavation recommendations for the proposed storm sewer installation including ground water control and construction considerations.
 - Pavement recommendations (both asphalt and concrete) including subgrade stabilization recommendations per County criteria.
 - Safe side slope recommendations for the proposed detention pond including outfall recommendations at Boggs Gully per HCFCD criteria.
- Prepare a geotechnical investigation report per Harris County Engineering Department (HCED) guidelines containing a plan showing the locations of the boreholes and recommendations as outlined above.

It is assumed that the boreholes will be located and tied-in by you or your surveyors after completion of drilling.

Schedule and Fees

We should be able to start the fieldwork within one (1) week after receiving your written authorization or one (1) week after obtaining the necessary street Right-of-Way (ROW), whichever is the latest. It is estimated that the fieldwork will be completed in about two (2) weeks barring bad weather. The laboratory tests will be completed in about six (6) weeks. The complete geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about twelve (12) weeks after completion of the fieldwork. Preliminary information including boring logs and geotechnical recommendations will be provided after completion of field and laboratory work.

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount as given below.

Structures	Cost
Drainage and Paving Improvements (Attachment No.2)	\$35,518.00
Detention Pond (Attachment No. 3)	\$33,773.00
Total	\$69,291.00

SITE CLEARANCE (UP TO 2 DAYS)
GRAND TOTAL

\$5,000.00
\$74,930.00

The above cost is based on assumption that the boreholes can be accessed with truck/buggy mounted drilling rig and no site clearance is required. Any site clearance efforts will be charged at an additional cost of \$2,500 per day.

We appreciate the opportunity to submit this proposal. Formal authorization is required for our services. This may be provided by signing in the space provided below and returning one copy for our files.

Sincerely,
GEOTEST ENGINEERING, INC.



Guruprasad Varma Dommaraju, P.E.
Project Engineer



Naresh Kolli, P.E.
Sr. Project Manager

Enclosures: Figure 1 - Proposed Plan of Borings
Attachment No. 1 – Proposed Boring/Piezometer Program
Attachment No. 2 – Cost Breakdown – Drainage and Paving Improvements
Attachment No. 3 - Cost Breakdown – Detention Pond

NK\GD\ego
Copies Submitted: (1-PDF)
PC61\Geotechnical\Proposals\1140732599.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment No. 1
PROPOSED BORING/PIEZOMETER PROGRAM

Street	Street Limits		Proposed Storm Sewer Depth (feet)	Proposed Boring			Proposed Piezometers		
	From	To		Number	Depth (feet)	Footage (feet)	Number	Depth (feet)	Footage (feet)
Commerce St	N Pine St	N Elm St	10.3	3	25	75			
N Cherry St	FM 2920	W Hufsmith Rd	8.5 ~ 10.3	5	25	125	1	25	25
Total				8		200	1		25

Detention Basin

Street	Street Limits		Proposed Pond Depth (feet)	Proposed Boring			Proposed Piezometers		
	From	To		Number	Depth (feet)	Footage (feet)	Number	Depth (feet)	Footage (feet)
Detention Basin (~9.5 acres)			10.5	6	25	150	1	25	25
Total				6		150	1		25

**Attachment No. 2
COST BREAKDOWN
DRAINAGE AND PAVING IMPROVEMENTS**



	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Engineering Services			
Principal	3 hrs.	\$266.00	\$798.00
Senior Engineer	6 hrs.	\$218.00	\$1,308.00
Project Engineer	12 hrs.	\$176.00	\$2,112.00
Staff Engineer	45 hrs.	\$122.00	\$5,490.00
Support Personnel (Drafting, Word Processing)	6 hrs.	\$68.00	\$408.00
		Subtotal	\$10,116.00
Subsurface Field Investigation			
Mobilization/Demobilization of Truck Mounted Drill Rig and Crew	1 ea.	\$746.00	\$746.00
Mobilization Surcharge for Buggy Mounted Drill Rig	ea.	\$250.00	\$0.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	160 ft.	\$27.00	\$4,320.00
Drilling and Intermittent Sampling, Truck Mounted Rig, from 20 to 50 feet	40 ft.	\$24.00	\$960.00
Grouting of Completed Bore Holes	175 ft.	\$13.00	\$2,275.00
Surcharge for Buggy Mounted Drilling Rig	ft.	\$10.00	\$0.00
Utility Coordination and Marking Borings	8 hrs.	\$96.00	\$768.00
Borehole Logging and field coordination and water level measurements	38 hrs.	\$96.00	\$3,648.00
Piezometer Installation	25 ft.	\$26.00	\$650.00
Piezometer Abandonment	25 ft.	\$21.00	\$525.00
Pavement Coring (4" Diameter and up to 6" Thickness)	8 ea.	\$113.00	\$904.00
Additional Thickness (6" to 12")	16 in.	\$11.00	\$176.00
Vehicle Charge	38 hrs.	\$13.00	\$494.00
Traffic Control	4 day	\$1,200.00	\$4,800.00
		Subtotal	\$20,266.00
Laboratory Tests			
Liquid and Plastic Limits (ASTM D 4318)	20 ea.	\$76.00	\$1,520.00
Percent Passing No. 200 Sieve (ASTM D 1140)	12 ea.	\$59.00	\$708.00
Moisture Content (ASTM D 2216)	68 ea.	\$12.00	\$816.00
Mechanical Sieve Analysis, through No. 200 Sieve (ASTM D 422)	8 ea.	\$69.00	\$552.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage (ASTM D 2850)	20 ea.	\$77.00	\$1,540.00
		Subtotal	\$5,136.00
	Total		\$35,518.00

**Attachment No. 3
COST BREAKDOWN
DETENTION POND**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Engineering Services			
Principal	3 hrs.	\$266.00	\$798.00
Senior Engineer	9 hrs.	\$218.00	\$1,962.00
Project Engineer	12 hrs.	\$176.00	\$2,112.00
Staff Engineer	60 hrs.	\$122.00	\$7,320.00
Support Personnel (Drafting, Word Processing)	6 hrs.	\$68.00	\$408.00
		Subtotal	\$12,600.00
Subsurface Field Investigation			
Mobilization/Demobilization of Truck Mounted Drill Rig and Crew	1 ea.	\$746.00	\$746.00
ATV Mobilization Surcharge	1 ea.	\$250.00	\$250.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	120 ft.	\$27.00	\$3,240.00
Drilling and Intermittent Sampling, Truck Mounted Rig, from 20 to 50 feet	30 ft.	\$24.00	\$720.00
Grouting of Completed Bore Holes	25 ft.	\$13.00	\$325.00
ATV Surcharge	125 ft.	\$10.00	\$1,250.00
Utility Coordination and Marking Borings	5 hrs.	\$96.00	\$480.00
Borehole Logging and field coordination and water level measurements	23 hrs.	\$96.00	\$2,208.00
Piezometer Installation	25 ft.	\$26.00	\$650.00
Piezometer Abandonment	25 ft.	\$21.00	\$525.00
Pavement Coring (4" Diameter and up to 6" Thickness)	1 ea.	\$113.00	\$113.00
Additional Thickness (6" to 12")	1 in.	\$11.00	\$11.00
Vehicle Charge	23 hrs.	\$13.00	\$299.00
Traffic Control	day	\$1,200.00	\$0.00
		Subtotal	\$10,817.00
Laboratory Tests			
Liquid and Plastic Limits (ASTM D 4318)	20 ea.	\$76.00	\$1,520.00
Percent Passing No. 200 Sieve (ASTM D 1140)	14 ea.	\$59.00	\$826.00
Moisture Content (ASTM D 2216)	46 ea.	\$12.00	\$552.00
Mechanical Sieve Analysis, through No. 200 Sieve (ASTM D 422)	6 ea.	\$69.00	\$414.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage (ASTM D 2850)	20 ea.	\$77.00	\$1,540.00
Triaxial CU Test includes Back Pressure Saturation and Pore Pressure Measurements, 3 Specimens (ASTM D 4767)	2 ea.	\$2,000.00	\$4,000.00
Specific Gravity (ASTM D 854)	2 ea.	\$77.00	\$154.00
Double Hydrometer (ASTM D4221)	3 ea.	\$266.00	\$798.00
Crumb Tests (ASTM D 6572)	12 ea.	\$46.00	\$552.00
		Subtotal	\$10,356.00
Total			\$33,773.00

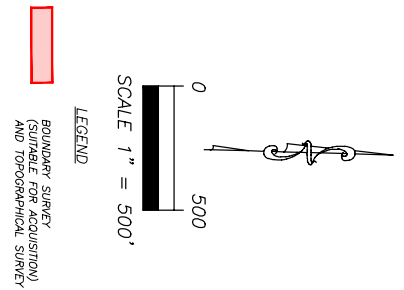
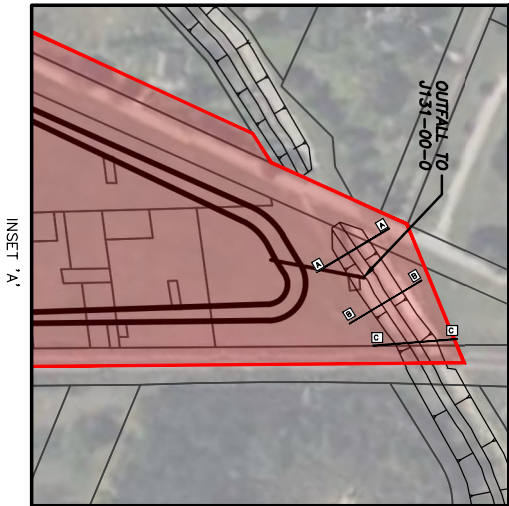
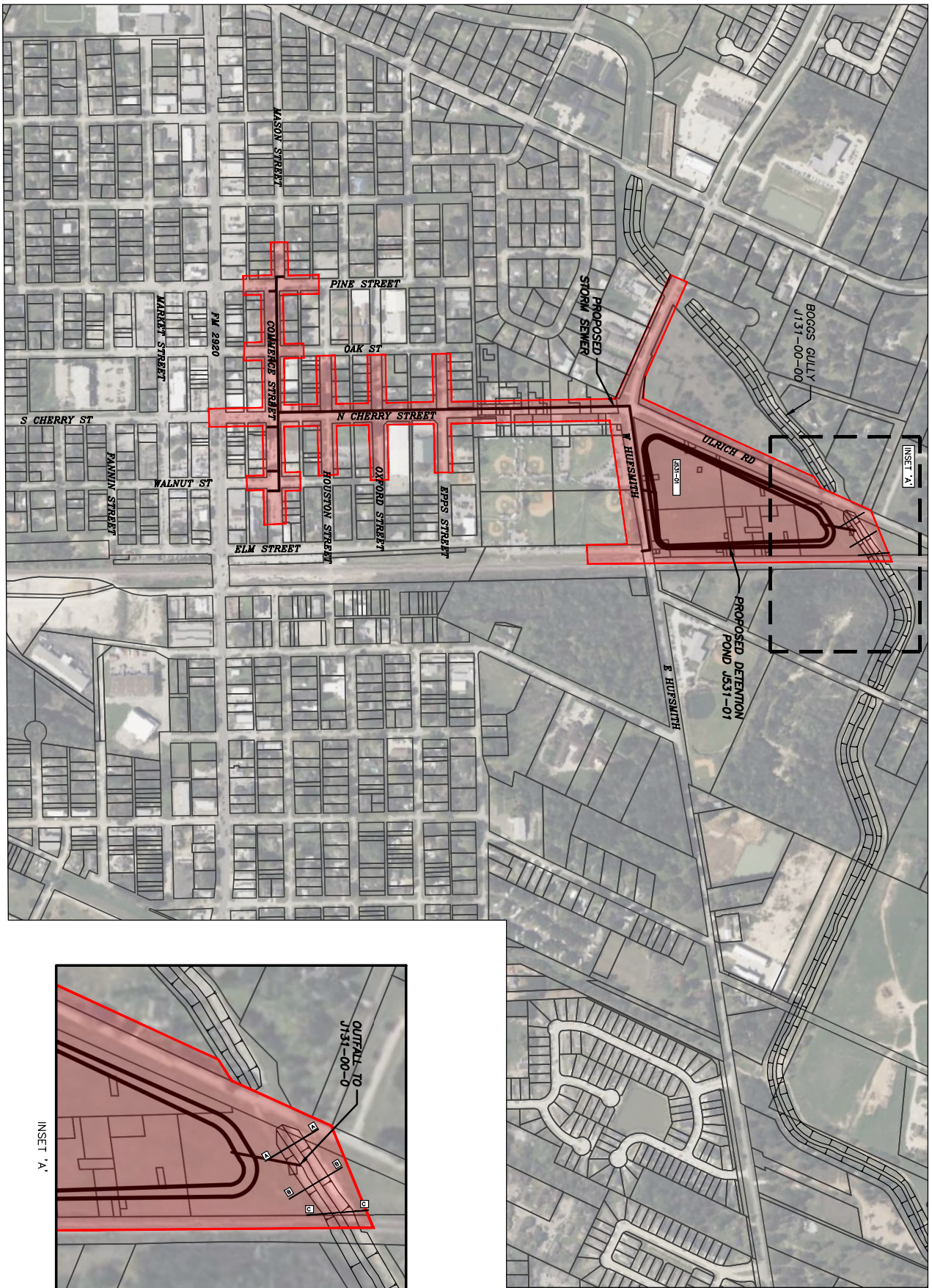


PROPOSED PLAN OF BORINGS

Legend	Geotest Engineering, Inc
 ROADWAY BORING	North Cherry Street Drainage Improvements City of Tomball, Harris County, Texas
 DETENTION BORING	

Geotest Engineering, Inc.

FIGURE 1





August 21, 2025

Patrick Rummel P.E.
AIG Tech
11740 Katy Freeway, Suite 1100
Houston TX 77079
Phone: 404-285-9367
Email: patrick.rummel@aigtechnical.com

RE: Proposal for Quality Levels B & A SUE with Survey Services
City of Tomball Storm Sewer Improvements – N. Cherry Street

Dear Mr. Rummel,

We are pleased to submit the following proposal for the above-referenced project.

Survey Scope

Existing Right-of-Way Maps (Cat. 1B, Cond. 3):

- Provide deed research to determine existing rights-of-ways throughout the project routes (excluding the proposed pond parcel tract and N. Cherry Street from Hufsmith Rd. to Epps Street).
- Tie in property corners and block corners to define the existing rights-of-ways.
- Prepare right-of-way map of the existing right-of-way, (excluding the proposed pond parcel tract and N. Cherry Street from Hufsmith Rd. to Epps Street), in accordance with TSPS Category 1B, Condition 3 standards.

Boundary Lines

The following areas will not be surveyed under any of the TSPS Categories for a boundary survey and will not be certified as part of this project due to the known issues affecting the parcels and right-of-way. The boundary lines will be shown by graphical representation only.

- For the proposed pond tract the exterior property lines will be shown as ROW from the Railroad, Hufsmith, and Ulrich Rd. The interior parcels will not be surveyed or shown.
- N. Cherry Street between Epps Street and Hufsmith Rd will be shown as either City of Tomball property or property owned by others. Interior and individual parcel lines will not be shown.

Topographic Survey (Cat. 6, Cond. 1):

- Perform topographic survey for 9,855 linear feet with all intersections along this route
- Cross sections at 50' intervals, survey to include 20 feet outside of the right-of-way where possible, including improvements, visible utilities and contact Texas One-Call to request all public utilities to be tone marked, signs, drainage features with invert data.

Control:

- Recover and verify existing Horizontal and Vertical control points.
- Horizontal and Vertical control establishment as needed.
- Horizontal NAD 83 (2011 Adj. Epoch 2010.00) Vertical NAVD 88.
- All control points to be set with 5/8-inch iron rods with plastic cap stamped "RODS Inc.".
- Set three (3) temporary benchmarks.

Proposed ROW Maps (Cat. 1A, Cond. 3) (\$4,191.25 per parcel with a minimum of four (4) parcels:

- Perform a Category 1A, Condition 3 Land Title Survey of a parcel that is covered under the CAT.1B surveys listed above. The excluded areas above are not included in this portion of this proposal.
- Research and recover sufficient boundary/right-of-way information necessary to create metes and bounds descriptions and parcel maps for the parcels to be acquired.
- Acquisition parcels will be monumented at all new or missing parcel corners.
- Use a sub-contractor to supply an abstractors certificate for each parcel acquisition.

SUE Scope

We understand the SUE scope of work to consist of providing Quality Levels B & A SUE per ASCE Standard 38-22. This includes:

- **SUE Quality Level B** involves the recording and marking the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques, per APWA color standards. When data is reliable, cover shots indicating top of utility will be included at every 100 feet. Limitations of designation include signal bleed over due to congested utilities or utilities made of non-conductive material such as PVC or concrete. Probing utilizes a metal probe to pierce the ground in attempt to contact the utility and can give an approximate depth of cover, however the utility cannot be visually verified. The designation markings and probed locations will then be surveyed in by ROD Inc, and added to the Quality Levels D & C utility CADD file. Quality Level B incorporates information from Quality Levels C & D. The Utility records research to be performed by AIG Tech and provided to RODS Inc. prior to commencing the QLB designation field work.
- **SUE Quality Level A** Test holes will be excavated via non-destructive vacuum excavation. In order to perform the field work, the following will also be completed: contact Texas One Call agency to notify of digging intent and perform on-site field inspection and designate the desired utility to determine exact location. Air-vacuum excavation will be utilized to determine orientation, size, depth, material and condition of the intended utility. The test holes will then be surveyed in by RODS Inc. Signed and sealed Test Hole Data Sheets will be produced for the excavated locations, depicting top, side and plan views, and detailing survey information as well as size, material and depth of utilities found.

Note that 11 testholes were estimated for this project due mainly to where the 4 pipelines, shown from the Texas Railroad Commission in Appendix D, could potentially conflict with the proposed detention pond and proposed Cherry Street improvements.

Project Location

The project is located in the general vicinity of N. Cherry Street in Tomball Texas, as shown on the project vicinity map in Attachment C.

Schedule

For the SUE field work, RODS Inc. will submit an 811 One Call upon notice to proceed and then SUE fieldwork will begin 48 hours after the One Call has been submitted, in accordance with 811 policies, and deliverables will be submitted within 7 business days of completed fieldwork and survey. All field work is dependent on the ability of RODS Inc. being able to access the project location. Weather and soil conditions may inhibit our access to the project and cause delays.

Timeline

Surveying and QLC & QLD SUE services will take approximately 45 business days to complete (weather permitting) from NTP to final deliverables.

Notes:

- Right of Entry is not considered in this proposal. If required, the engineer will secure permission to enter private property to perform any surveying or SUE activities outside of right-of-way (ROW).
- Construction staking and/or construction easements are not considered in this proposal.
- Test holes will be invoiced according to the depth actually excavated.
- Test hole unit cost includes excavation, survey, CADD and engineering of test hole data sheet.
- Test holes will be attempted at the top center of the utility.
- Excavation to be performed via non-destructive excavation.
- Utility records research to be performed by AIG and provided to RODS Inc prior to commencing the QLB designation field work.
- Survey of QLB markings & QLA test holes to be performed by RODS Inc is not included in this estimate.
- This scope of work does not include the Utility Conflict Table

Deliverables**Survey:**

- Survey Control Index Sheet and a Horizontal and Vertical Control Sheet(s)
- Existing boundary maps
- 2D CADD file, 3D DTM, TIN, and ASCII Data file
- Category 1A Exhibit Survey(s) in PDF format and metes & bounds will be provided in PDF & Word format.

SUE:

- Digital CADD file in Bentley Open Roads Designer 2D format in 1:1 model space suitable for 1-inch = 20-feet drawings showing the SUE QLB linework and the SUE QLA Test hole callouts.
- Signed and sealed Test Hole Data Sheets for excavated locations.

Estimated Cost

This project will be billed on a lump sum basis, not to exceed the total shown below. See Attachments B1, B2 & B3: Estimated Fee Schedules for additional information

Subtotal for Survey Services:	\$ 173,075.00
Category 1A Condition 3 Parcel Maps:	\$ 16,765.00
Subtotal for SUE Services:	\$ 87,620.00
Total:	\$ 277,460.00

Should you have any questions or require additional information, please feel free to contact me. We look forward to working with you on this project.

Sincerely,

AIG Tech



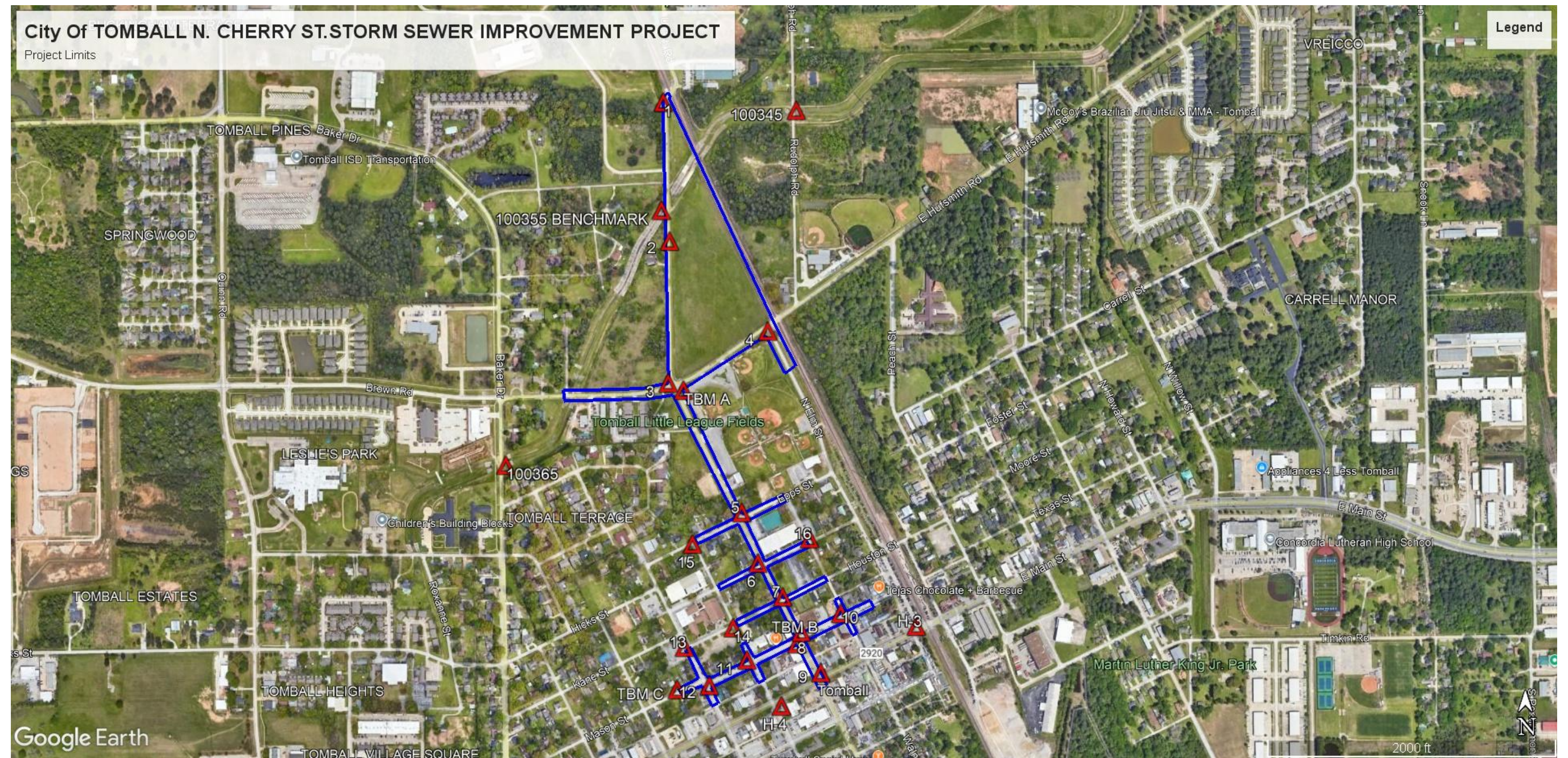
Jeff Ketchum
Project Manager
RODS Inc

Approved By: _____

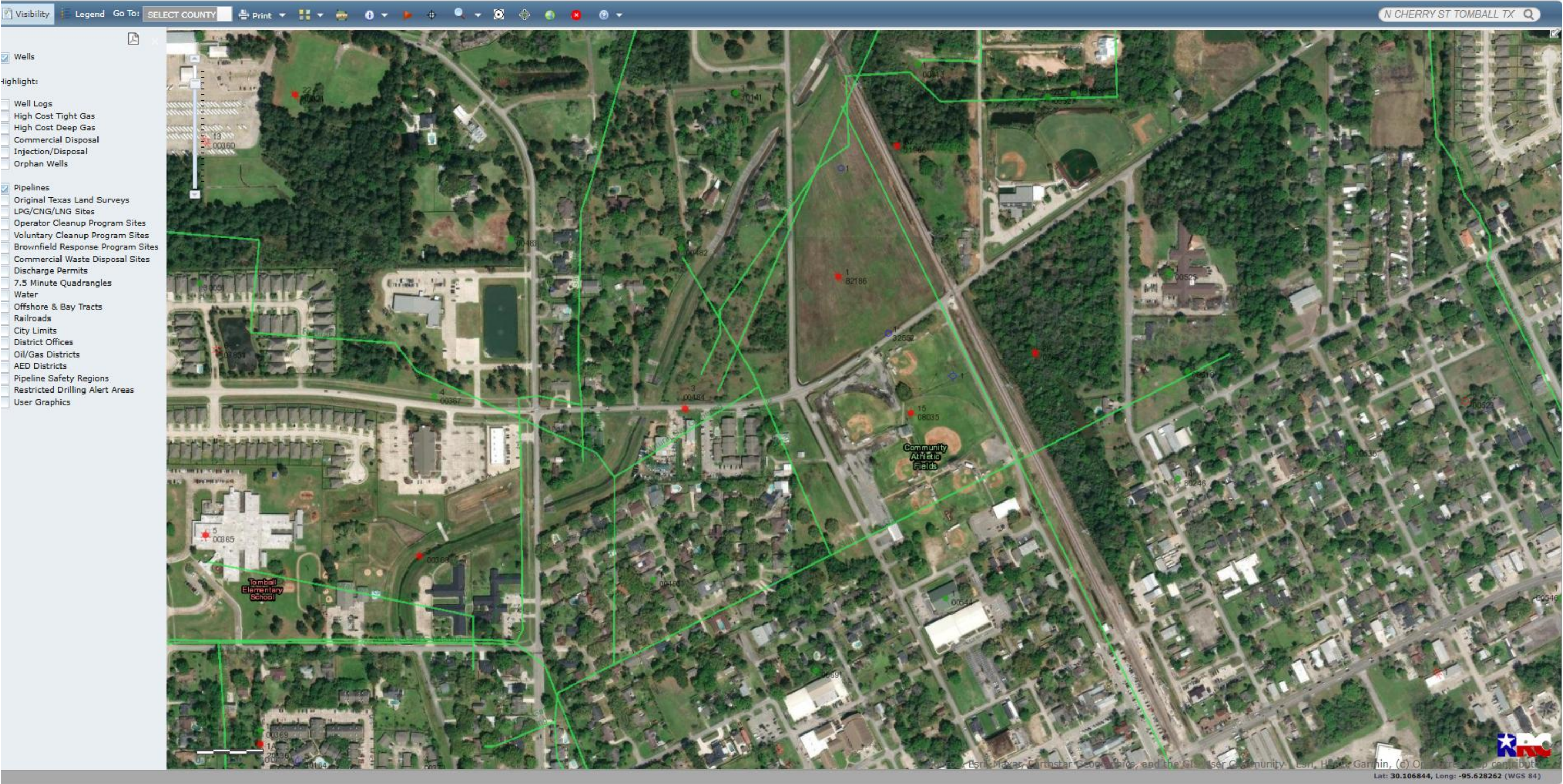
Title: _____

Date: _____

Signature _____



ATTACHMENT D – RAILROAD COMMISSION MAP OF PIPELINE



Thursday, August 21, 2025
WA Proposal No. P25-019 Rev. 1

Kyle A. Bertrand, PE
Associate Vice President
Cell: 832-444-5918
kyle.bertrand@aigtechnical.com
www.aigtechnical.com
AIG Technical Services
11740 Katy Freeway Suite 1100, Houston, TX 77079

**RE: Proposal for Environmental Services
N. Cherry Street Road and Drainage Project
Tomball, Texas**

Dear Mr. Bertrand:

Wild Associates LLC (WA) appreciates the opportunity to submit a proposal to AIG for the above-referenced project, located in Tomball, Texas. Project details were discussed during our phone conversations on July 30, August 5, and August 21, 2025.

Background

The project consists of a detention pond with a Corps of Engineer-permitted outfall to Harris County Flood Control District (HCFCD) ditch J131-00-00 and drainage improvements along N. Cherry Street, W. Hufsmith Street, Epps Street, Oxford Street, Oak Street, Houston Street, Commerce Street, Pine Street, and Mason Street. We understand that the roadside drainage improvements will consist of conversion of open ditches to below-grade curb and gutter sewers. The project limits (Site) encompass about 33.5 acres and are situated within or near the Tomball Oil Field. Prior work we have conducted in that area indicates the possibility of historical oil and/or gas wells, pipelines, mud pits, workover pits, tank farms, valve stations, and the like; we understand from AIG that two historical well sites may exist on the Site.

We understand that the project is being funded by Housing and Urban Development (HUD) through a grant to the City of Tomball. We have executed numerous HUD-funded projects administered through the General Land Office (GLO); we do not know if this project is being administered through GLO, but we understand that Grantworks is the subcontract documents and budgeting administrator. Grantworks has indicated to AIG that they will provide environmental assessment and compliance findings, but the exact nature of their work is not known. The scope described herein is consistent with prior scopes WA has executed for GLO-administered projects in the event that GLO is the administering agency. We have not included scoping or budgeting for HUD's 8-Step

Floodplain process or HUD Environmental Review Record checklist, which we understand Grantworks will undertake. The scope stated herein does not reach the level of an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA).

It is not known where laydown areas for construction equipment and placement areas of excavated soils will be located; the Corps requires these areas to be demarcated with a description of how they will be managed post-construction to mitigate environmental impacts. We have made provision to survey the pond footprint and associated roads plus a 50-ft buffer or to the limits of private property to account for deviations from the conceptual design footprints.

We understand that HCFCD may have a report review and approval capacity; thus, the scoping includes report development for wetlands and protected species according to HCFCD guidelines, which typically are more rigorous than those needed for normal Corps permitting efforts. Also, the Corps, GLO, and HCFCD require inclusion of roadside drainage ditches in wetlands and protected species studies, even though they typically are not Corps-jurisdictional waters of the U.S. Specifically with HUD-funded GLO projects, GLO requires all wetlands to be mapped, including in roadside ditches, irrespective of their jurisdictional status with the Corps.

Scope of Work

WA will provide the necessary personnel to successfully complete the tasks presented below.

Task 1 – Wetlands and Water Bodies Delineation. WA will conduct the Wetlands and Water Bodies Delineation in accordance with the *Corps of Engineers Wetlands Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)*. Wetland and water body boundary conditions will be surveyed using a sub-meter horizontal resolution GPS unit. WA will obtain photographic documentation of field conditions and will record field observations on Corps-formatted data sheets that describe the soil, vegetation, and hydrologic conditions within wetlands and adjacent uplands. Corps-prescribed transects will be surveyed perpendicular to the creek. The data will be collated to develop boundary maps. We will need field benchmark locations from the assigned survey firm to correlate to our GPS meter readings.

Upon completion of information gathering and interpretation of the applicable data, WA will prepare a report stating the findings of the wetlands and water bodies delineation. Included in the report will be documents required by the Corps, such as wetland datasheets, wetlands and water bodies boundary conditions, calculated acreages, and GPS coordinate data. WA will furnish AIG electronic files of wetland and water body boundary conditions.

Task 2 – Ordinary High Water Mark Determination. The boundary of the ditch will be determined by evaluating the OHWM; the OHWM is the limit of Corps jurisdiction in water bodies unless fringe wetlands extend beyond the OHWM. We will determine the OHWM using visual indicators such as benching, erosion and undercut lines, changes in soil color, drift deposits, and the like in accordance with Corps procedures stated in *National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams, Final Version*, January 2025. The OHWM will be documented using a 1-meter resolution GPS meter, per Corps procedures.

Task 3 – Threatened and Endangered Species Survey. WA will coordinate with the US Fish and Wildlife Service (USFWS) through the IPaC (Information for Planning and Consultation) program. A request for a Texas Natural Diversity Database (TXNDD) package will be sent to the Wildlife Division of TPWD to obtain information related to rare species near the Site. WA will also conduct a reconnaissance of the Site to look for evidence of protected species and their habitats; the reconnaissance will be conducted concurrently with the wetlands delineation. The reconnaissance will consist of a general overview of habitats but not a detailed assessment of said habitats. We will prepare a report that will include methodologies, findings, and conclusions as to the evidence of or the potential for threatened and endangered species at or near the Site at the time of the survey.

Should additional studies, such as (1) a detailed biological assessment, such as those along the lines of a ESA Section 7 Biological Assessment in coordination with USFWS, and/or (2) a detailed habitat assessment in accordance with TPWD, be required for this project, the costs associated will be addressed under separate proposals; we cannot anticipate at this time what these agencies might require due to lack of Site-specific data. The Corps consults with these agencies and may require execution of additional studies to satisfy their requirements.

Task 4 – Historical and Cultural Resources Desktop Survey. WA will contact the Texas Historical Commission (THC) via a Request for SHPO Consultation Form that describes the location and nature of the proposed project with a request to provide information on known historical and cultural resources in the vicinity of the Site. We will access THC's website to check for listed locations of historical and cultural resources in the vicinity of the Site. We will also conduct a reconnaissance of the Site to check for obvious indications of resources, such as parks, green belts, other public gathering areas, and structures with potential historical significance; the reconnaissance will be conducted concurrently with the wetlands delineation.

THC's 30-day review period begins once the completed form is submitted, which requires photographs of the Site from the reconnaissance. WA will prepare a report for this task that will include methodologies, findings, and conclusions as to the evidence of or the potential for historical and cultural resources at or near the Site at the time of the

investigation. Should the Corps or THC require a detailed archaeological field survey that involves a pedestrian shovel test survey, a geophysical survey, or mechanized excavation, the associated costs will be addressed under a separate proposal.

Task 5A - Pre-Permit Application Corps Consultation. We strongly recommend that this task be conducted before initiating any permitting activities. We will coordinate with the project team to develop a project description and preliminary drawings package to present to the Corps before scheduling a videoconference meeting with them to discuss the project. The purposes of the meeting are to: (1) establish the Corps' position for which permit vehicle (NWP or IP) they intend to use and (2) establish which environmental studies that the Corps or other agencies may require in addition to a wetlands delineation, a threatened and endangered species survey, and a historical/cultural resources survey. We recommend the entire team to have at least one representative attending the meeting.

Task 5B – Section 404 Nationwide Permit. Based on the project description, a Corps NWP 43 – Stormwater Management Facilities may be appropriate, depending on the final engineering solution. WA will develop the Pre-construction Notification (PCN) using plan and profile drawings provided by the design engineering firm. The drawings must show, at a minimum, cut and fill volumes, materials of construction, the OHWM, and overlays of any wetlands that may be impacted. Historical/cultural resources, if present, will also need to be documented. WA will need to coordinate with AIG for development of drawings and PCN language, such as alternatives analyses, methods of construction, project description, and the like. The PCN will include the reports for wetlands delineation, threatened and endangered species, and historical/cultural resources.

Task 6A – Phase I Environmental Site Assessment. We will conduct a Phase I ESA in accordance with the ASTM standard to evaluate the potential presence of recognized environmental conditions (REC), which are current or past features on or near a site that have or had the potential to impact surface and subsurface environmental media (soil, surface water, groundwater) from releases of hazardous materials. The findings of a Phase I ESA can be used to assess the need for a Phase II ESA, which involves invasive sampling procedures to evaluate the presence or absence of hazardous materials related to RECs.

Task 6B – Phase II Environmental Site Assessment. If the findings of the Phase I ESA indicate the need for a Phase II ESA to evaluate the potential for impacts to environmental media from RECs, we will conduct invasive exploration of subsurface soils using either shallow augering techniques or borings with a drilling rig, or a combination of the two. Select soils samples will be analyzed generally for petroleum hydrocarbons. If groundwater is encountered, groundwater samples will be obtained for analysis of petroleum hydrocarbons. The exact number of sampling locations and number of samples cannot be determined at this time, but in general, we have made provision for one day of

field exploration with a drilling rig and groundwater sampling equipment. The specific testing program cannot be stated at this time, but we have made provision to include other hazardous materials constituents if the Phase I ESA indicates other types of RECs beside oil and gas sites (dry cleaners, auto body shops, metal shop degreasing operations, etc.).

Schedule

The schedules for initiation of the tasks will need to be coordinated with AIG and the other team members, since there are overlapping tasks where one firm may need the data from another firm to complete their respective tasks, such that we cannot state a definitive schedule at this time. However, provided below are our estimates of task durations from notice to proceed to delivery of draft reports for AIG review.

Task 1 – Wetlands and Water Bodies Delineation 6 - 8 weeks

Task 2 – Ordinary High Water Mark Determination concurrent with Task 1

Task 3 – Threatened and Endangered Species Survey concurrent with Task 1

Task 4 – Historical and Cultural Resources Survey concurrent with Task 1

Task 5A - Pre-Permit Application Corps Consultation 2 - 3 weeks*

*Assumes time from notification to Corps for meeting request to Corps conducting the meeting

Task 5B – Section 404 Nationwide Permit 4 – 6 weeks**

**Accounts for interaction between team members to develop all permit drawings, provide final supporting reports, develop permit language, conduct internal review, etc.

Task 6A – Phase I Environmental Site Assessment concurrent with Task 1

Task 6B – Phase II Environmental Site Assessment 6 – 8 weeks

Meetings (3) TBD

Please note, these estimated schedules do not account for regulatory agency review and response durations, which cannot be accurately predicted at this time.

Supplemental Tasks

AIG should be aware of supplemental tasks that the agencies might require but which cannot be scoped at this time due to lack of site-specific data and final design criteria, combined with others' studies that may alter the final project footprint. Such supplemental tasks could include but are not limited to the following:

- Section 404 Individual Permit

- Archaeological pedestrian shovel test or trenching surveys
- Hydrogeomorphic modeling to calculate Functional Capacity Units for wetlands mitigation
- Negotiations with wetlands banks and development of mitigation and monitoring plans
- TPWD habitat assessments and USFWS ESA Section 7 consultation studies and mitigation plans

Proposed Project Costs

WA proposes to complete the work for lump sum prices shown below. We have included three meetings with AIG and/or the City in the budgeting as a separate task. Additional services required by AIG beyond the scope of work described herein will be charged in accordance with the attached fee schedule. Additional services could be public information and presentation programs; presentations to the City or other third parties; face-to-face meetings with the Corps or other agencies; wetlands mitigation plans; etc.; we cannot anticipate these at this time.

Task 1 – Wetlands and Water Bodies Delineation (HCFCD)	\$9,600
Task 2 – Ordinary High Water Mark Determination	\$1,500
Task 3 – Threatened and Endangered Species Survey (HCFCD)	\$5,500
Task 4 – Historical and Cultural Resources Desktop Survey	\$2,500
Task 5A - Pre-Permit Application Corps Consultation	\$2,000
Task 5B – Section 404 Nationwide Permit	\$5,300
Task 6A – Phase I Environmental Site Assessment	\$4,800
Task 6B – Phase II Environmental Site Assessment	\$20,000
Meetings, 3 @\$2,000/mtg	\$6,000

If all tasks are executed as described, the total budget is \$57, 200.

Assumptions

This proposal is contingent upon the assumptions that are described in their appropriate sections and as follows:

- WA will have necessary access to the Site from sunup to sundown seven days per week and will be supported by AIG to obtain necessary access permission.

Mr. Kyle Betrand, P.E.

August 21, 2025

Page 7

- WA will be provided available drawings, previously completed environmental assessment reports, or other pertinent information regarding the Site.
- Tasks 1 to 4 and 6A field work will be conducted concurrently; tasks will not be assigned by AIG as separate work orders to be conducted at different times.
- Routine phone calls, emails, and postal communication included; in-person meetings would be charged in accordance with Meetings costs presented above

Closing Remarks

An authorized AIG representative may accept this proposal by signing the Proposal Acceptance Block and returning this proposal to WA by pdf to christy.wild@wildassociates.net. Return of the signed proposal will constitute a notice to proceed. Please clearly indicate which tasks and options are being authorized.

If you have any questions or need additional information, please contact me at 832-513-8834 or by e-mail. We greatly appreciate this opportunity and look forward to providing our services to you.

Sincerely,
Wild Associates LLC



Christy Wild
CEO



Paul R. Wild
President

WA PROPOSAL NO. P25-019 Rev. 1
ACCEPTED:
AIG TECHNICAL SERVICES, LLC

AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

DATE: _____

Attachments: A – Fee Schedule; B - Terms for Professional Services



ENGINEERING | DESIGN

Texas Board of Professional Engineers Firm Registration Number 8856
1225 North Loop West, Suite 800 Houston, TX 77008 • www.h2bengineers.com • 713.864.2900

August 22, 2025

Patrick Rummel, P.E.
AIG Tech
11740 Katy Freeway, Suite 1100
Houston, TX 77079

**Re: Professional Services Proposal for
N. Cherry Storm Sewer Improvements at
Tomball, TX 77375
H2B Proposal Number P-25-149-S_R1**

Dear Mr. Rummel (Client),

H2B, Inc. (H2B) is pleased to submit this proposal to provide professional services for the subject project. H2B anticipates that this Proposal and Agreement for Professional Services and attachments, when signed, will serve as the entire Agreement unless superseded by another document signed by both parties.

Basis of Proposal

This proposal is based on the Statement of Work (SOW) and associated attachments provided to H2B via email on July 18, 2025 and August 21, 2025.

Agreement

H2B proposes a total fee of **\$35,000.00** for the services requested. A detailed breakout of this fee is attached. If this proposal is acceptable, please sign and return the attached Proposal and Agreement for Professional Services where indicated. This proposal is valid for 60 days.

We appreciate the opportunity to provide these services to you for this important project and look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tod J. Henning'.

Tod J. Henning, P.E.
President

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – TERMS ATTACHED

Project: N. Cherry Storm Sewer Improvements
Client: AIG Tech
Client Contact: Patrick Rummel
Proposal Date: August 22, 2025
Proposal Number: P-25-149-S_R1

H2B, Inc (H2B) shall provide services to AIG Tech (Client) for the Project as defined below and in accordance with attachments.

I. Project Description

H2B understands the project will consist of the following improvements to the subject property:

1. Structural engineering related to junction boxes, headwalls and overflow weirs. Quantities of each are unknown. Scope will be evaluated after schematic phase is complete.

II. Permitting and Jurisdictional Requirements Summary:

- **Reviewing Jurisdiction:** The Project is located within the jurisdiction of the City of Tomball (AHJ). H2B will design the project in accordance with the AHJ's rules and regulations and incorporate these into the design of the project.
- **Texas Department of Licensing and Regulation (TDLR):** TDLR requires that all projects with construction valued over \$50,000 be submitted to a Registered Accessibility Specialist to confirm compliance with TDLR for handicap accessibility.

III. Scope of Services:

Based upon H2B's understanding of the project described in I. Project Description, H2B proposes to complete the following tasks:

1. Provide structural design and limited construction administration services for the project as described in the attached S1.1: Scope of Basic Structural Engineering Services and Exclusions.

IV. Summary of Fees:

A. Fee Breakdown for Basic Scope of Services:

The fee is presented as a preliminary lump sum and may be adjusted based on the finalized scope determined upon completion of the schematic design phase.

Task	Description	Fee
	Structural Construction Documents and Construction Administration	\$35,000.00
S1.1	Subtotal Structural Services:	\$35,000.00
	Total Proposed Fee:	\$35,000.00

V. Additional Supplemental Services:

Any additional supplemental services requested by Client or services (identified as Excluded Services in the provided attachments) provided that are not described as Basic Services or required supplemental services above shall be provided without invalidating this Agreement as Additional Services. Any Additional Supplemental Services shall be compensated in addition to compensation for Basic Services and required Supplemental Services stated above on an agreed lump sum basis.

VI. Required from Client:

In order for H2B to proceed with its services, the following information shall be timely be provided to H2B by Client or Client's consultants:

- Executed copy of this agreement.
- Civil, Architectural, and MEP progress drawings in PDF format.
- Architectural building floor plan and elevations in AutoCAD or Revit format.

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES
N. Cherry Storm Sewer Improvements

- Geotechnical report containing recommendations for foundation and retaining wall construction.

VII. Payment:

H2B shall be paid based upon the following basis and as defined in the attached H2B, Inc. Terms and Conditions.

1. **Lump Sum Fee** – the total fee payable shall be the total sum stated herein, *including* reimbursable expenses, and payments shall be made periodically based upon H2B's percentage complete of the total fee as of the invoice date, or according to the schedule of payments by design phase if such schedule is expressly included herein.

H2B is prepared to start work on this project immediately upon receiving an executed Agreement and required project files. By signing below, you indicate your acceptance of this proposal and responsibility for payment. The Proposal and Agreement for Professional Services, *H2B, Inc. Terms and Conditions*, and attachments constitute the full and complete Agreement.

H2B looks forward to working with you on this important project. Please feel free to call me if you have any questions.

Respectfully,



Tod J. Henning, P.E.
President

Patrick Rummel
AIF Tech



ENGINEERING | DESIGN

Texas Board of Professional Engineers Firm Registration Number 8856
1225 North Loop West, Suite 800 Houston, TX 77008 • www.h2bengineers.com • 713.864.2900

S1.1

SCOPE OF BASIC STRUCTURAL SERVICES AND EXCLUSIONS

I. Scope of Basic Structural Services:

As part of the Scope of Basic Structural Services, H2B will complete the following tasks:

Preparation of Construction Documents:

1. Participate in up to two (4) project meetings during the design phase of the project.
2. Prepare structural design drawings and details for the project.
3. Submit structural drawings as PDF documents to the project Client or Client's Representative for their review and submittal to the AHJ. As part of the design schedule H2B anticipates compiling and submitting drawings at the following design intervals:
 - a. Design Development – 65%
 - b. Construction Documents – 100% S&S

Construction Administration:

1. Provide construction phase services including responses to contractor requests for information (RFIs) and material submittals for structural engineering related tasks on an hourly basis. H2B has budgeted a maximum of two (2) reviews for each submittal.
2. One (1) site visit during construction are included within our scope and will be completed during structurally relevant activities as coordinated with the Client.

II. Exclusions to Basic Structural Services:

H2B has made the following assumptions when preparing this proposal and specifically excludes the following. If necessary, H2B can provide a proposal for any of the services outlined below.

- H2B has excluded project meetings beyond what is included within the Scope of Basic Services. If requested, additional project meetings will be invoiced on a time and materials basis.
- H2B has excluded additional drawing submittals beyond what is included within the Scope of Basic Services. If requested, an additional services fee can be provided to the Client for approval.
- H2B has assumed that the Client will provide a project specific Geotechnical Engineering Report with foundation recommendations.
- H2B has assumed that the Client or Client's Representative will gather the drawings from all disciplines and submit to the authority having jurisdiction (AHJ) for the issuance of a building permit.
- H2B has excluded production and compiling of written specifications.
- H2B has excluded production of any cost estimates.
- H2B has excluded performing any special inspections.
- H2B has excluded attending regular meetings (weekly, bi-weekly, etc.) during construction.
- H2B has assumed that construction phase services will be completed by H2B to provide a required letter of compliance. No such letter can be provided if site observations were not completed during construction without requiring destructive and/or non-destructive testing of the completed structure.
- H2B has excluded design changes and permit revisions due to unforeseen conditions uncovered during construction.
- H2B has excluded site visits during construction beyond what is included within the Scope of Basic Services. If requested, additional site visits will be invoiced on an hourly basis.
- H2B has excluded reviewing material submittals beyond what is included within the Scope of Basic Services. If required, additional submittal reviews will be invoiced on an hourly basis.
- H2B has excluded providing as-built drawings or surveys.

EXHIBIT “B”

HUD 2 CFR 200 ENGINEER CONTRACT REQUIREMENTS

HUD 2 CFR 200 Engineer Contract Requirements

Required Contract Provisions

1. Termination of Agreement for Cause.

If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Firm's services and work at City/County's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City/County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

3. Changes

The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or HUD program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability.

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information.

The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits.

The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws.

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of HUD award between HUD and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the HUD award between HUD and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the HUD award between HUD and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the HUD award

between HUD and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974.

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended.

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975.

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions.

The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency.

The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24. Access to Records.

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the HUD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's HUD contract.

25. Retention of Records.

The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

26. Verification No Boycott Israel.

As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

EXHIBIT “C”

INSURANCE

EXHIBIT “D”

FORM 1295