



In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Isani Consultants clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Eight Hundred Eighty One Thousand Seven Hundred Seventy Two and 00/100 Dollars (\$881,772.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Isani Consultants does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Isani Consultants may become entitled to and the total maximum sum that County may become liable to pay to Isani Consultants under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Eight Hundred Eighty One Thousand Seven Hundred Seventy Two and 00/100 Dollars (\$881,772.00).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Isani Consultants hereby verifies that Isani Consultants and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Isani Consultants does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Isani Consultants does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Isani Consultants does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts.

“Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ISANI CONSULTANTS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.

**{EXECUTION PAGE FOLLOWS}**

**FORT BEND COUNTY, TEXAS**

**ISANI CONSULTANTS, L.P.**

\_\_\_\_\_  
KP George, County Judge

*Bobby V. P. Singh*  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Bobby V. Singh  
\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**

Principal  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

3/27/23  
\_\_\_\_\_  
Date

**APPROVED:**

*J. Stacy Slawinski*

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

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert E. Sturdivant,  
County Auditor

February 22, 2023

**Mr. Kevin Mineo, P.E.**  
 Managing Director - Transportation  
 Binkley & Barfield, Inc.  
 1710 Seamist Drive  
 Houston, TX 77008

**Subject:** Fort Bend County Mobility Bond Program  
 FBC Project Number: 20104  
**Proposal for Supplemental Engineering Services for the drainage addendum, sidewalk design, A. Myers Rd tie-in extension**

Dear Mr. Mineo:

Per your request, Isani is pleased to provide this fee proposal for the captioned supplemental services.

**PROJECT SCOPE**

- a. Update Preliminary Proposed Alternatives and Hydraulic models based on Rohan Rd design coordination and submit updated drainage report.
- b. Extend alignment and geometry of A Myers Rd to tie into the existing Eastbound concrete section approximately 700' from the existing Benton Rd.
- c. Add 5' sidewalk on the East side of Benton Rd from approx. 450' South of Rohan Rd to tie into the existing sidewalk at Reading Rd.
- d. Manage the services of the project surveyor in the performance of supplemental topographic survey and update any additional utility conflicts.

The total proposed supplemental fee for professional engineering and additional services will be \$79,690.00.

Based on the below table the items no longer needed from the original contract are \$67,664.00.

Services	Contract Amount
1. Detention Pond Design	\$ 33,280.00
2. Topo survey (Detention Pond)	\$ 15,000.00
3. Geotechnical Investigation (Detention Pond)	\$ 19,384.00
Total Services are no longer needed	\$ 67,664.00

Therefore Net Proposed Supplemental fee is \$79,690.00 - \$67,664.00 = **\$12,026.00**



civil \ design \ engineers

A detailed breakdown of the level of effort with the fee for the supplemental engineering services is attached to this letter. Please review and let me know if you have any comments or clarifications regarding the scope of services submitted.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Murthy'.

Murthy Made, P.E., PMP  
Project Manager  
Isani Consultants, LP

**'EXHIBIT B' - Compensation for Professional Services (Supplemental)**

Project Name: Benton Road

Project Limits: From South of Reading Rd to Irby Cobb Boulevard

FBC Project Number: 20104 | Isani Project Number: 21PV102



**EXHIBIT B**

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Total	
Contract Rate Per Hour		\$240.00	\$185.00	\$165.00	\$150.00	\$120.00	\$105.00	\$84.00			
<b>NO.</b>	<b>LEVEL OF EFFORT: SUMMARY</b>	<b>LEVEL OF EFFORT (ESTIMATED HOURS)</b>									
<b>SUPPLEMENTAL DESIGN (TASKS)</b>											
A	DRAINAGE ANALYSIS AND REPORT - Addendum									\$ 20,930.00	
B	SIDEWALK AND A.MYERS ROAD EXTENSION									\$ 47,060.00	
C	TOPOGRAPHIC SURVEY (By Rekha Engineering, Inc.)									\$ 4,880.00	
D	PROJECT MANAGEMENT (COORDINATION)									\$ 6,820.00	
<b>TOTAL ESTIMATE FOR SUPPLEMENTAL DESIGN</b>										<b>\$ 79,690.00</b>	
<b>DRAINAGE ANALYSIS AND REPORT - ADDENDUM (TASK A)</b>											
1	Update Preliminary Proposed Alternatives and Hydraulic models based on Rohan Rd design coordination			12		12	24			48	\$ 6,900.00
2	Perform Mitigation Analysis and Finalize models			4		6	8			18	\$ 2,600.00
3	Prepare and submit updated Drainage Impact and Mitigation Analysis Report for Fort Bend County Engineering			8	4	12	24	16		64	\$ 8,500.00
4	Make revisions to Drainage Report based on review comments, as needed			4	2	6	8			20	\$ 2,930.00
<b>SHEETS SUB-TOTALS</b>		<b>0</b>	<b>0</b>	<b>28</b>	<b>6</b>	<b>36</b>	<b>64</b>	<b>16</b>	<b>0</b>	<b>150</b>	
<b>TOTAL LABOR COSTS</b>			<b>\$0.00</b>	<b>\$5,180.00</b>	<b>\$990.00</b>	<b>\$5,400.00</b>	<b>\$7,680.00</b>	<b>\$1,680.00</b>	<b>\$0.00</b>		<b>\$ 20,930.00</b>
<b>% DISTRIBUTION OF STAFFING</b>			<b>0.00%</b>	<b>18.67%</b>	<b>4.00%</b>	<b>24.00%</b>	<b>42.67%</b>	<b>10.67%</b>	<b>0.00%</b>	<b>100.00%</b>	
<b>SUBTOTAL (TASK A)</b>										<b>\$ 20,930.00</b>	
<b>SIDEWALK AND A.MYERS ROAD EXTENSION (TASK B)</b>											
1	Alignment extension and geometry/transition update along A Myers Rd	2		8	8	16	24			56	\$ 8,080.00
2	Profile along A Myers Rd	2		8	8	16	24			56	\$ 8,080.00
3	Corridor Modeling & Cross Sections Update for Sidewalk addition and along A Myers Rd			4	8	16	24			52	\$ 7,340.00

**'EXHIBIT B' - Compensation for Professional Services (Supplemental)**

Project Name: Benton Road

Project Limits: From South of Reading Rd to Irby Cobb Boulevard

FBG Project Number: 20104 | Isani Project Number: 21PV102



**EXHIBIT B**

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Total
Contract Rate Per Hour		\$240.00	\$185.00	\$165.00	\$150.00	\$120.00	\$105.00	\$84.00		
<b>NO.</b>	<b>LEVEL OF EFFORT: SUMMARY</b>	<b>LEVEL OF EFFORT (ESTIMATED HOURS)</b>								
4	Update Sheets for Sidewalk addition along Benton Rd	16	4	4	16	24	16		64	\$ 8,360.00
5	Traffic Control Plan	2	4	4	8	16	16		48	\$ 6,200.00
6	Signing and Striping Plan	1	2	2	6	8	8		26	\$ 3,400.00
7	SWPPP	1	2	2	4	6	8		22	\$ 2,860.00
8	Construction Cost Estimate		2	2	4	12			20	\$ 2,740.00
	<b>SHEETS SUB-TOTALS</b>	<b>24</b>	<b>0</b>	<b>34</b>	<b>38</b>	<b>86</b>	<b>138</b>	<b>48</b>	<b>0</b>	<b>344</b>
	<b>TOTAL LABOR COSTS</b>		<b>\$0.00</b>	<b>\$6,290.00</b>	<b>\$6,270.00</b>	<b>\$12,900.00</b>	<b>\$16,560.00</b>	<b>\$5,040.00</b>	<b>\$0.00</b>	<b>\$ 47,060.00</b>
	<b>% DISTRIBUTION OF STAFFING</b>		<b>0.00%</b>	<b>22.67%</b>	<b>25.33%</b>	<b>57.33%</b>	<b>92.00%</b>	<b>32.00%</b>	<b>0.00%</b>	<b>100.00%</b>
	<b>SUBTOTAL (TASK B)</b>									<b>\$ 47,060.00</b>
<b>TOPOGRAPHIC SURVEY (TASK C) (by Rekha Engineering, Inc.)</b>										
1	Topographic Survey for A.Myers intersection									\$ 4,880.00
	<b>SUBTOTAL (TASK C)</b>									<b>\$ 4,880.00</b>
<b>PROJECT MANAGEMENT (COORDINATION- TASK D)</b>										
1	Co-ordination with Adjacent Project & Developers			2		8	8			\$ 2,530.00
2	Co-ordination with Surveyor			4		2	2			\$ 1,280.00
3	Co-ordination with Utility Companies			2		8	12			\$ 3,010.00
	<b>SHEETS/HOURS SUB-TOTALS</b>		<b>0</b>	<b>8</b>	<b>0</b>	<b>18</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>48</b>
	<b>TOTAL LABOR COSTS</b>		<b>\$0.00</b>	<b>\$1,480.00</b>	<b>\$0.00</b>	<b>\$2,700.00</b>	<b>\$2,640.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 6,820.00</b>
	<b>% DISTRIBUTION OF STAFFING</b>		<b>0.00%</b>	<b>16.67%</b>	<b>0.00%</b>	<b>37.50%</b>	<b>45.83%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100.00%</b>
	<b>SUBTOTAL (TASK D)</b>									<b>\$ 6,820.00</b>

**'EXHIBIT B' - Compensation for Professional Services (Supplemental)**

**Project Name: Benton Road**

**Project Limits: From South of Reading Rd to Irby Cobb Boulevard**

**FBG Project Number: 20104 | Isani Project Number: 21PV102**



**EXHIBIT B**

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Total
Contract Rate Per Hour		\$240.00	\$185.00	\$165.00	\$150.00	\$120.00	\$105.00	\$84.00		
<b>NO.</b>	<b>LEVEL OF EFFORT: SUMMARY</b>		<b>LEVEL OF EFFORT (ESTIMATED HOURS)</b>							
<b>TOTAL ESTIMATE FOR SUPPLEMENTAL</b>										<b>\$ 79,690.00</b>



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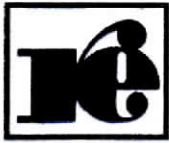
**Exhibit “D” - Project Team Sub-Consultants for Additional Services**

**Project Name:** Benton Road – From South of Reading Rd to Irby Cobb Blvd, Precinct 1

**Project Limits:** From South of Reading Rd to Irby Cobb Blvd, Precinct 1

**FBC Precinct:** 1

**Surveying:** Rekha Engineering, Inc.



# REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

Mr. Murthy Made, PE Ram Guliani, P.E. / Project Manager

December 15, 2022

**Isani Consultants L.P** - 10448 Westoffice Drive, Houston, TX 77042

RE: **Proposal and Letter of Agreement for: Professional Land Surveying for 2020 Fort Bend County Mobility Project - Roadway Design Mobility Project - Fort Bend County Project 20104 – Meyers Road Southeast of Benton Road - (600 L.F.) - Fort Bend County, Tx**

REKHA ENGINEERING, INC. ("RE") is pleased to submit the following proposal and letter of agreement to provide professional land surveying services for the referenced project. Included in the overall scope is to prepare a) Topographic Survey Category 6 of Meyers Road from Benton Rd prior survey limits southeast 600' performed by our field land survey crews, calculation and AutoCAD 19 3d cad technicians with professional review by our inhouse Registered Professional Land Surveyor.

The Topographic Survey Category 6 will consist of topographic cross sections showing all improvements within the right-of-way including utilities, pavement, drainage structures, ditches, swales, signage, striping, existing property corners and markers of right-of-way plus adjoining tracts, and other improvements, 20' outside of the right-of-way. Included is establishing temporary benchmarks at 1000' intervals based on a current FEMA benchmarks and Fort Bend County benchmarks with baseline control. Abstracting of the right-of-way plus adjoining tracts within the project area shall be performed with ownership so right-of-way widths plus boundary tracts adjacent are established. Structures within 100' of the right-of-way shall be located horizontal and vertically. A complete utility investigation will be performed for water, sewer, drainage, electric, telephone plus gas utilities (including optic) per Exhibit scope attached from Isani Engineers dated December 14, 2022. All cad worked shall be performed in AutoCAD 19 3 D and converted to MicroStation. We can provide a MicroStation format(dgn, tin file, point file & dtm file) format at the end of the survey as discussed prior. No Right-of-way documents are included in this proposal . Deliverable items shall be a) 2D Plainview drawing in AutoCAD Civil 3D Format b) ASCII files c) Texas RPLS signed and stamp Topographic Survey with Control Map including swing ties shown. Note **not included** are the following: any other land surveying services except as referenced above including no profile preparation plus cross section drafting. Proposed schedule is to complete the land surveying this scope in 3 weeks together.

REKHA Engineering, Inc. will perform the referenced services for the referenced project for a lump sum fee of Effort Table

1. Survey Crew 14 hrs @ 175/hr =	2450.00
2. Technician 18 hrs @ 95/hr =	1710.00
3. Sr Technician 4 hrs @ 115/hr =	460.00
4. RPLS 2 hrs @ 130/hr =	260.00
Total =	4,880.00

\$ 4,880.00 including reimbursable expenses and no state sales tax (na). Reimbursable Expenses (RE) consist of mileage, plots, reproduction, filing fees, etc. as shown on Exhibit "A".\_Note if the scope of services is adjusted or changed, and upon your **written** approval, we shall invoice extra services on an hourly basis as per Exhibit "A", attached hereto and made a part hereof. If this is acceptable to you, please sign below and return one fully executed original to us, at which time this will become a binding Agreement between us. Upon receipt thereof, we will immediately commence performance of our services. **Payment will be due upon receipt of this invoice per overall agreement.** In the event this account is placed for collection with any party or through judicial proceedings, you agreed to pay all costs incurred and/or are awarded by the court and in addition to any principal, prejudgment interest and all costs associated with the collection, including deliveries,

TBPE FIRM NO. F-3712 TBPLS FIRM NO. 10133800  
7676 HILLMONT STREET, SUITE 350 - HOUSTON, TEXAS 77040  
PHONE: (713) 895-8080/8081  
Website: [www.rekhaengineering.com](http://www.rekhaengineering.com) - E-mail: [jake1@pdq.net](mailto:jake1@pdq.net)



# REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

etc... Furthermore, you agree that all past sums bear interest of at the 1.5% per month or 18% per anum on any and all outstanding balances. Venue for any dispute under this contract is Houston, Harris County, Texas. All sums are due and payable in Houston, Harris County, Texas. **Presently, RE has 2,000,000 professional liability Insurance coverage; workman compensation coverage; and \$2,000,000 umbrella liability coverage. However, it is agreed that RE will be responsible only for loss or injury caused by acts or omissions of its agents and employees, and Owner will indemnify and hold RE harmless from any and all claims or causes of action arising, in whole or in part, from the act or omissions of Owner, Owner's agents, employees, third parties and/or consultants associated with the Owner & the herein referenced project.**

RE Appreciates the opportunity to submit this proposal and we are ready to perform for you!!

**REKHA ENGINEERING, INC.**

By:  \_\_\_\_\_  
John H. English, Sr. Vice President

**AGREED AND ACCEPTED BY CLIENT:**

By: \_\_\_\_\_  
(Note: the entity and person that is signing this proposal is responsible for payment).  
Type Name: \_\_\_\_\_  
Date \_\_\_\_\_  
Telephone & Email \_\_\_\_\_



# REKHA ENGINEERING, INC.

## CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

### EXHIBIT "A"

2021 Hourly Rates (for RE, INC. = REKHA Engineering, Inc. REI-RE) Consultant)

2-10-21

Principal	\$ 185.00 per hour
Project Manager	\$ 150.00 per hour
Surveyor (RPLS)	\$ 135.00 per hour
Technician	\$ 95.00 per hour
Sr. Technician – Designer	\$ 115.00 per hour
Secretary	\$ 55.00 per hour
Survey Crew (Crew with Data Coll + Robotic Total Station with GPS)	\$ 130.00 per hour
Survey Crew (2-Man Crew with Data Coll + Robotic Total Station with GPS)	\$ 175.00 per hour
Permitting expediter process and services	\$ 45.00 per hour

**All Bid Phase and Construction Services are hourly per this schedule (Specs, Quantities, coordination)**

**Reimbursable Expenses and Handling Charges (REI) – see below list**

a. Reproduction	\$ 4.00 per plot
b. Mileage	\$ 0.75¢ per mile
c. <u>Reproduction - In Office</u> - computer plots (D size)	\$ 7.00 per plot
d. <u>Reproduction - In Office</u> - computer plots (E size)	\$ 5.00 each
e. Black Line and check plots for design	\$ 20.00 each
f. Mylars, Vellums and/or Sepia	\$ 3.00 each
g. Field Supplies - Survey lathes, hubs, iron rods, etc...	\$ 45.00 each
Delivery including handling in office (separate charge – outside of REI)	\$ 45.00 per day
	Cost + 15%

Out of Town Expenses- Meal Cost per person per day

Airplane Flight, rent car, expenses from trip, REI, Motel, Hotel Cost +15%  
\$ 0.75¢ per mile

**Items which are charged hourly per this exhibit & additional conditions of this agreement**

a) Civil Engr. shop Drawing reviews (lift station, bridges, civil items, etc...) is hourly per this Ex. A

**b) All Meetings Outside of the REKHA Office shall be charged additionally of scope & charged hourly per this exhibit. - hourly + REI**

c) State Sales Tax for boundary surveys and subdivision plats only - 8.25% of total fees + REI

d) In the event that payment is not made within 45 calendar days of the date of the invoice submitted per the proposal agreement, referenced Client agrees fully to make full payment at the time the civil engineering and/or land surveying product is ready for pickup at RE, Inc. office (RE, Inc.= REKHA Engineering, Inc.). All meetings are port to port.

e) All Fees for application fees, building fee, subdivision plat fees, HL&P (CenterPoint or others) Plan fees (\$125.00) plus handling and any other municipal / public utility company fee shall be paid by the client directly plus other consultant fees (soils, etc. ). Plus City of Houston plat fees – recordation review fee - \$ ->500.00, Harris County plat review fee - \$ ->700.00.

**f) Set Property Corners after the survey is complete is additional & charged Hourly @ 130/hr + calculations**

g) Client to provide all original tax certificates & updated title reports for all subdivision plat submittals for review & recordation at their cost. REKHA can obtain all tax certificates for a hourly charge of a technician rates per this exhibit plus REI.

h) On all update surveys (in the proposal ref it will say Update), if additional improvements are found compared to the previous survey completed, surveying and cadding the additional improvements shall be charged hourly per this exhibit A plus the original survey update fee plus reimbursable expenses and sale tax.

i) If this proposal is not executed after 30 work days of the date of the proposal, this proposal is void unless RE, Inc. approves an extension, If this proposal is executed for a project and the phases start 3 months after the date of the previous phase ends, this proposal is void unless re-executed or extension is granted by RE, Inc. If work has started on this proposal and then ceased for 60 days – an hourly rate may be charged to re-activate the work.

k) **Subdivision Plat – Variance Request and/or Public Hearing** to a Plat- if a Vanance and/or Public Hearing for a subdivision plat is required before or after submittal, there is an estimated budget of \$ 950.00 charge additional hourly per Exhibit A to the original engineering fee per item plus reimbursable per this exhibit to the original proposal plat fee to prepare, submit and coordinate this submittal for a variance and hopefully approval.

l) Risk Allocation- In recognition of the relative risks, rewards and benefits of the project to both Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses or damages from any cause or causes, shall not exceed Consultant's fee. Such causes include, but are not limited to, the Consultant's negligence, errors, omission, strict liability, breach of contract or breach of warranty.

M) All original civil engineering documents, land surveys, exhibits, electronic files and all other items prepared by RE, Inc. for clients on each approved proposals is copy right and the sole ownership of property of REKHA Engineering, Inc.. If clients desires to obtain a copy of the electronic file of a

TBPE FIRM NO. F-3712 TBPLS FIRM NO. 10133800  
7676 Hillmont Road, Suite 350 - HOUSTON, TEXAS 77040  
PHONE: (713) 895-8080

Website: [www.rekhaengineering.com](http://www.rekhaengineering.com) - E-mail: [jakel@pdq.net](mailto:jakel@pdq.net)



# REKHA ENGINEERING, INC.

## CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

drawing, there will be a charge of \$ 600.00 per sheet , payment prior to release, beyond the original fee of the proposal plus a release noting copyright will need to be executed prior to releasing the file.

M) Classification of completion of projects and invoicing are as follows: a) 40% is Preliminary Engineering, b) 90% is Final Engineering and submittals to agencies - 100% is approvals from agencies for civil engineering. Agency comments being 3 month after the plans has been issued for review shall be hourly as per this Exhibit A.

N) Note that others will provide a title report or city planning letter at their expense with all backup documents plus adjoining deeds showing the boundary of the tract and REI shall not be responsible for any and all abstracting including adjoining deeds for the referenced project. Additional updates with new title reports after this survey is issued and attorney comments shall be additional and shall be charged hourly as per Exhibit "A".

O) & P) Note that this proposal for professional services do not include diligence investigations for utility service and connection points for all utilities, platting, approvals, and other items out of the scope of services of the above described proposed services. The land owner / developer is responsible for all diligences for any and all tracts of land they are planning to purchase / lease/ develop unless they specifically request REKHA (REI) to perform those services as described in this proposal.

Q) Based on the execution of this agreement by the client gives permission to RE to enter referenced property to perform all services as quoted attached in this proposal.

R) It is agreed by client that RE will be responsible only for loss or injury caused by acts or omissions of its agents and employees, and Owner will indemnify and hold RE harmless from any and all claims or causes, of action arising, in whole or in part, from the act or omissions of Owner, Owner's agents, employees, third parties and/or consultants associated with the Owner & the herein referenced project.

S) The survey is being provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, as referenced in this proposal, which shall take place within a six months from the date of the referenced proposal is executed.

T) Note not included in any survey efforts or feasibility efforts in this proposal are location of fiber optic, electrical, cables and other underground utilities that are installed by owner or other entities that are not located on the top of the ground and/or not disclosed by owner at the time of the approval of this proposal by owner. Surveyor will make best attempt to collect this information and show as estimated locations per maps collected but no warranties are provided for these items in this proposal.

U) For plan and profile approvals at the city of Houston or other agencies, walk through approvals are hourly per this Exhibit A for technician at 85/hr at the city. Walk through for plan and profile plans are meetings at a central location at Washington Street – Permit office Houston and attend walk through on each Thursday of the week only. Meet 6-7 engineers from different departments and obtain their approvals and signature on the referenced set of plans prepared by REKHA Engineering, Inc. The also applies to private utility companies (ATT and CenterPoint) and city of Houston meeting with plan checker. These services are separate and are charged separate for this service at \$ 95/hr from port to port.

V) REKHA Engineering, Inc draws, drafts and AUTOCAD all land surveys and civil engineering projects in AUTOCAD 19. If REKHA are asked by the owner, signee of this proposal or others for the cad file and upon signing the REKHA release form, the cad file is accepted "as is". REKHA Engineering, Inc is not responsible or liable for any sub consultant use of that referenced cad file. Also, REKHA is not responsible for CAD files released to sub consultants, owners and all others for AUTOCAD files to be converted to lower versions of AutoCAD For their use. As-is is a term used in warranty law to disclaim the seller's liability for faults in the item sold or released free. The owner, signee of this proposal or others accepts the item in the present condition, whether the faults are apparent or not. "As-is" language clarifies that no written or verbal warranties were made to the owner, signee of this proposal or others and is used to protect the seller or provider (REKHA Engineering, Inc)

W) All City of Houston Form A for driveway alignment and traffic control in the parking lot submittals will be performed hourly charges per by REKHA Engineering, Inc per Exhibit A of this agreement if requested in city comments by the city of Houston, REKHA Engineering, Inc. Note that RE are not traffic engineers and upon review by RE of comments, RE may recommend client to obtain the services of a traffic engineer to complete Form A at the owner's cost.

TBPE FIRM NO. F-3712      TBPLS FIRM NO. 10133800  
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Exhibit "B"



Topo survey limits  
~ 600-feet along A. Myers Road  
from existing topo limits