

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Four Hundred Fifty-Two Thousand Four Hundred One and 20/100 Dollars (\$1,452,401.20).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR 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.
5. **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}

{Remainder of Page Intentionally Left Blank}

FORT BEND COUNTY, TEXAS

ISANI CONSULTANTS, LP

KP George, County Judge

Date


ATTEST:

Laura Richard, County Clerk

APPROVED:



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



Authorized Agent – Signature

Bobby V. P. Singh

Authorized Agent- Printed Name

Principal

Title

March 6, 2024

Date

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

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EXHIBIT A-1

(Contractor's Proposal Follows Behind)

December 15, 2023

Mr. Robert T. McBride, P.E.
Sr. Project Manager
LJA Engineering, Inc.
3600 W. Sam Houston Parkway S
Suite 600
Houston, TX 77042

Subject: Fort Bend County Mobility Bond Program
FBC Project Number: 20409
Proposal for Supplemental Professional Engineering Services: Old Richmond Road – From Voss Road to Boss Gaston Road, Precinct 3 & 4

Dear Mr. McBride:

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

PROJECT SCOPE

- a. Extend alignment, and geometry and upgrade the rest of the asphalt roadway to a concrete section and tie into the Voss Road at Old Richmond Road Roundabout project (FBC Project #17404-13)
- b. Extending the 5-foot sidewalk limits up to Duhacsek Park.
- c. Level A SUE services for twenty four (24) test holes at pipeline & utility conflict locations.

The total proposed supplemental fee for professional engineering services will be **\$158,668.20.**

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 the services submitted.

Sincerely,



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

OLD RICHMOND ROAD
FROM 400' NORTH OF VOSS ROAD TO BOSS GASTON ROAD
ISANI CONSULTANTS, L.P. PROPOSAL - DECEMBER 15, 2023
FINAL DESIGN (SUPPLEMENTAL) LEVEL OF EFFORT



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		\$285.00	\$195.00	\$170.00	\$150.00	\$130.00	\$115.00	\$90.00		
LEVEL OF EFFORT: TASK LIST										
LEVEL OF EFFORT (ESTIMATED HOURS)										
FINAL DESIGN (TASKS A TO K)										
A ROADWAY DESIGN			15	11	30	77	59		192	\$ 26,090.00
B DRAINAGE DESIGN			10	8	22	39	19		98	\$ 13,865.00
C DETENTION POND DESIGN										\$ -
D TRAFFIC CONTROL PLANS			7	7	18	26	26		84	\$ 11,625.00
E LEVEL A SUE SERVICES (BY Half)										\$ 91,918.20
F TRAFFIC SIGNAL DESIGN										\$ -
(BY Consor Engineers, Inc.)										\$ -
G TRAFFIC SIGNAL DESIGN										\$ -
(BY Costello, Inc.)										\$ -
H SIGNING AND STRIPING PLANS			2	2	9	9	4		26	\$ 3,710.00
I STORM WATER POLLUTION PREVENTION PLANS			2	2	9	9	4		26	\$ 3,710.00
J PROJECT MANAGEMENT FOR FINAL DESIGN			10	1	13	13		11	48	\$ 6,750.00
K OTHER EXPENSES										\$ 1,000.00
TOTAL ESTIMATE FOR FINAL DESIGN										\$ 158,668.20
FINAL DESIGN										
ROADWAY DESIGN (TASK A)										
1 Fort Bend County Design Criteria										\$ -
2 Cover Sheet, General Notes, and Project Layouts	1		1	1	1	2	2		7	\$ 1,005.00
3 Horizontal and Vertical Design/Alignments			2	1	4	4	8		19	\$ 2,600.00
4 Existing and Proposed Typical Sections	1		1	1	2	2	4		10	\$ 1,385.00
5 Demolition Plans	1		1	1	2	4	4		12	\$ 1,645.00
6 Outfall Details										\$ -
7 Design for Cross Streets										\$ -
8 Design for Cross Culverts										\$ -
9 Design for Driveway Culverts										\$ -
10 Intersection Details/Layouts										\$ -

OLD RICHMOND ROAD
FROM 400' NORTH OF VOSS ROAD TO BOSS GASTON ROAD
ISANI CONSULTANTS, L.P. PROPOSAL - DECEMBER 15, 2023
FINAL DESIGN (SUPPLEMENTAL) LEVEL OF EFFORT



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		\$285.00	\$195.00	\$170.00	\$150.00	\$130.00	\$115.00	\$90.00		
LEVEL OF EFFORT (ESTIMATED HOURS)										
NO.	LEVEL OF EFFORT: TASK LIST									
11	Typical Street/Driveway Connection Details									\$ -
12	Sidewalk Extension upto the Roundabout (One side @ 5-foot wide)	2		1	4	16			23	\$ 3,240.00
13	Roadway Plan and Profile Sheets (Callout updates for Alignment change for sidewalk extension)	2		2	4	16	16		40	\$ 5,250.00
14	Roadway Plan and Profile Sheets (Roadway limit extension at the begin project)	2		2	4	16	16		40	\$ 5,250.00
15	Cross Sections at 100-feet Intervals	2		1	4	8	8		23	\$ 3,120.00
16	Existing Waterline Relocation (Included with Roadway Plan and Profile Sheets)									\$ -
17	Existing Sanitary Sewer Relocation (Included with Roadway Plan and Profile Sheets)									\$ -
18	Project Calculations and Earthwork Calculations	1		1	1	4			8	\$ 1,185.00
19	Specifications and Construction Cost Estimate			1	2	4			7	\$ 1,015.00
20	Standard Details/Drawings	6			1	1	1		3	\$ 395.00
	SHEETS/HOURS SUB-TOTALS	18		15	30	77	59		192	
	TOTAL LABOR COSTS			\$2,925.00	\$4,500.00	\$10,010.00	\$6,785.00			\$ 26,090.00
	% DISTRIBUTION OF STAFFING			7.81%	15.63%	40.10%	30.73%		100.00%	
	SUBTOTAL (TASK A)									\$ 26,090.00
DRAINAGE DESIGN (TASK B)										
1	Update Drainage Area Maps	1		1	2	4	4		12	\$ 1,645.00
2	Update Existing condition analysis for new limit			1	2	2			6	\$ 925.00
3	Update Proposed condition analysis for new limit			1	2	6			10	\$ 1,445.00
4	Mitigation Analysis & update Model			1	2	6			10	\$ 1,445.00
5	Hydraulic Data Sheets	1		1	2	4	4		12	\$ 1,645.00
6	Horizontal and Vertical Design/Alignments (Storm)			1	4	4			10	\$ 1,485.00
7	Drainage Plan and Profile Sheets (Included with Roadway Plan and Profile Sheets)	2		1	4	6	6		18	\$ 2,435.00
8	Drainage System Laterals	2		1	2	4	4		12	\$ 1,645.00
9	Standard Details/Drawings	4		1	1	1	1		4	\$ 590.00
10	Specifications and Construction Cost Estimate			1	1	2			4	\$ 605.00
	SHEETS SUB-TOTALS	10		10	22	39	19		98	

OLD RICHMOND ROAD
FROM 400' NORTH OF VOSS ROAD TO BOSS GASTON ROAD
ISANI CONSULTANTS, L.P. PROPOSAL - DECEMBER 15, 2023
FINAL DESIGN (SUPPLEMENTAL) LEVEL OF EFFORT



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		\$285.00	\$195.00	\$170.00	\$150.00	\$130.00	\$115.00	\$90.00		
LEVEL OF EFFORT (ESTIMATED HOURS)										
NO.	LEVEL OF EFFORT: TASK LIST									
	TOTAL LABOR COSTS		\$1,950.00	\$1,360.00	\$3,300.00	\$5,070.00	\$2,185.00			\$ 13,865.00
	% DISTRIBUTION OF STAFFING		10.20%	8.16%	22.45%	39.80%	19.39%		100.00%	
	SUBTOTAL (TASK B)									\$ 13,865.00
DETENTION POND DESIGN (TASK C)										
1	Detention Pond Design and Layout per FBC Standards									\$ -
2	Detention Pond Design Calculations									\$ -
3	Proposed Cross Sections for Detention Pond									\$ -
4	Standard Details/Drawings									\$ -
5	Specifications and Construction Cost Estimate									\$ -
	SHEETS SUB-TOTALS									
	TOTAL LABOR COSTS									\$ -
	% DISTRIBUTION OF STAFFING									
	SUBTOTAL (TASK C)									\$ -
TRAFFIC CONTROL PLANS (TASK D)										
1	General Notes and Index	1			1	1			2	\$ 280.00
2	Project Approach Signing	1			1	2	2		5	\$ 640.00
3	Phasing Overview	1		1	2	2	2		8	\$ 1,155.00
4	Phasing Description and Typical Sections	6		1	2	2	2		8	\$ 1,155.00
5	TCP for Temporary Pavement Construction	1			2	2	4		8	\$ 1,020.00
6	TCP Phase I	2		1	2	4	4		12	\$ 1,645.00
7	TCP Phase II	2		1	2	4	4		12	\$ 1,645.00
8	TCP Phase III	2		1	2	4	4		12	\$ 1,645.00
9	TCP Tie- Ins	6		1	2	2	2		8	\$ 1,155.00
10	Detour Plans									\$ -
11	TCP Specifications and Construction Cost Estimate			1	1	2	2		7	\$ 1,005.00
12	Standard Details/Drawings	2			1	1			2	\$ 280.00
	SHEETS/HOURS SUB-TOTALS	24	7	7	18	26	26		84	
	TOTAL LABOR COSTS		\$1,365.00	\$1,190.00	\$2,700.00	\$3,380.00	\$2,990.00			\$ 11,625.00
	% DISTRIBUTION OF STAFFING		8.33%	8.33%	21.43%	30.95%	30.95%		100.00%	

OLD RICHMOND ROAD
FROM 400' NORTH OF VOSS ROAD TO BOSS GASTON ROAD
ISANI CONSULTANTS, L.P. PROPOSAL - DECEMBER 15, 2023
FINAL DESIGN (SUPPLEMENTAL) LEVEL OF EFFORT



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		\$285.00	\$195.00	\$170.00	\$150.00	\$130.00	\$115.00	\$90.00		
LEVEL OF EFFORT (ESTIMATED HOURS)										
NO. LEVEL OF EFFORT: TASK LIST										
SUBTOTAL (TASK D)										\$ 11,625.00
LEVEL A SUE (TASK E) (by Half)										
1 Level A SUE Services for twenty four (24) test holes										\$ 83,562.00
2 Level A SUE Coordination										\$ 8,356.20
TOTAL LABOR COSTS										\$ 91,918.20
SUBTOTAL (TASK E)										\$ 91,918.20
TRAFFIC (TASK F) (by Consor Engineers)										
1 Traffic Signal Design (Old Richmond at W. Airport Blvd)										
TOTAL LABOR COSTS										\$ -
SUBTOTAL (TASK F)										\$ -
TRAFFIC (TASK G) (by Costello, Inc.)										
1 Traffic Signal Design (Old Richmond Rd at West Bellfort Avenue)										
TOTAL LABOR COSTS										\$ -
SUBTOTAL (TASK G)										\$ -
SIGNING AND STRIPING PLANS (TASK H)										
1 Signing and Striping Plans	1		1	1	4	4	4		14	\$ 1,945.00
2 SPM Specifications and Construction Cost Estimate			1	1	4	4			10	\$ 1,485.00
3 Standard Details/Drawings	2				1	1			2	\$ 280.00
SHEETS/HOURS SUB-TOTALS	3		2	2	9	9	4		26	
TOTAL LABOR COSTS			\$390.00	\$340.00	\$1,350.00	\$1,170.00	\$460.00			\$ 3,710.00
% DISTRIBUTION OF STAFFING			7.69%	7.69%	34.62%	34.62%	15.38%		100.00%	
SUBTOTAL (TASK H)										\$ 3,710.00

OLD RICHMOND ROAD
FROM 400' NORTH OF VOSS ROAD TO BOSS GASTON ROAD
ISANI CONSULTANTS, L.P. PROPOSAL - DECEMBER 15, 2023
FINAL DESIGN (SUPPLEMENTAL) LEVEL OF EFFORT



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		\$285.00	\$195.00	\$170.00	\$150.00	\$130.00	\$115.00	\$90.00		
LEVEL OF EFFORT (ESTIMATED HOURS)										
NO. LEVEL OF EFFORT: TASK LIST										
STORM WATER POLLUTION PREVENTION PLANS (TASK I)										
1 Storm Water Pollution Prevention Plans	1		1	1	4	4	4		14	\$ 1,945.00
2 SWPPP Specifications and Construction Cost Estimate			1	1	4	4			10	\$ 1,485.00
3 Standard Details/Drawings	1				1	1			2	\$ 280.00
SHEETS/HOURS SUB-TOTALS	2		2	2	9	9	4		26	
TOTAL LABOR COSTS			\$390.00	\$340.00	\$1,350.00	\$1,170.00	\$460.00			\$ 3,710.00
% DISTRIBUTION OF STAFFING			7.69%	7.69%	34.62%	34.62%	15.38%		100.00%	
SUBTOTAL (TASK I)										\$ 3,710.00
PROJECT MANAGEMENT FOR FINAL DESIGN (TASK J)										
1 Field Visit			2		2	2		2	8	\$ 1,130.00
2 Project Manual			1	1	1	1		1	5	\$ 735.00
3 Co-ordination with Centerpoint Energy (Electric and Gas)			1		2	2			5	\$ 755.00
4 Co-ordination with AT&T, and other private Utilities			1		2	2		2	7	\$ 935.00
5 Co-ordination with Pipeline Companies										\$ -
6 Coordination with Surveying Consultants										\$ -
7 Coordination with Geotechnical Consultants										\$ -
8 Coordination with Traffic Engineering Consultants										\$ -
9 Coordination with Designers of Adjacent Projects			2		2	2		2	8	\$ 1,130.00
10 Project Management and Meetings			2		2	2		2	8	\$ 1,130.00
11 Milestones (70%, 95%, and 100%)			1		2	2		2	7	\$ 935.00
HOURS SUB-TOTALS			10	1	13	13		11	48	
TOTAL LABOR COSTS			\$1,950.00	\$170.00	\$1,950.00	\$1,690.00		\$990.00		\$ 6,750.00
% DISTRIBUTION OF STAFFING			20.83%	2.08%	27.08%	27.08%		22.92%	100.00%	
SUBTOTAL (TASK J)										\$ 6,750.00



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		\$285.00	\$195.00	\$170.00	\$150.00	\$130.00	\$115.00	\$90.00		
LEVEL OF EFFORT (ESTIMATED HOURS)										
OTHER EXPENSES (TASK K)										
1 Printing/Plotting/Copying										\$ 500.00
2 Mileage/Postage/Courier										\$ 500.00
SUBTOTAL (TASK K)										\$ 1,000.00
TOTAL HOURS										
			46	31	101	173	112	11	474	
TOTAL ESTIMATE FOR FINAL DESIGN (TASKS A-K)			\$8,970	\$5,270	\$15,150	\$22,490	\$12,880	\$990		\$ 158,668.20
BID PHASE & CONSTRUCTION PHASE										
1 Bid Phase										
2 Construction Phase Services (T&M)										\$ -
TOTAL ESTIMATE FOR BID PHASE AND CONSTRUCTION PHASE										\$ -
TOTAL ESTIMATE FOR SUPPLEMENTAL SERVICES										
										\$ 158,668.20



December 15, 2023
AVO 56154.001

Attn: Mr. Murthy Made, PE, PMP, ENV SP
ISANI Consultants

RE: **Proposal for SUE Level 'A' Utility Test Hole Services for Old Richmond Rd.**

Dear Mr. Made,

Halff is pleased to submit this proposal for the professional SUE services shown above. Please see the Scope of Services in Exhibit A below.

SUE Level 'A' Utility Test Holes

Halff will provide these SUE Level A services for twenty-four (24) test holes at location determined by the client and respective utility reps. Halff will perform these services in accordance with ASCE 38-22. See attached SUE Scope of Work.

- The **FEE** for the **SUE Level 'A' Utility Test Hole services** shall be on a Not to Exceed basis with a fee of **\$83,562.00**.

We trust this proposal is satisfactory and appreciate the opportunity to be of service to you. If this proposal meets with your approval, please sign and date in the spaces provided below and return one copy as your order to proceed and approval of the budget.

Yours very truly,
HALFF

A handwritten signature in blue ink that reads "Carolyn S. Swann".

Carolyn Swann, PE
SUE/UC Team Leader

Accepted by Client

Signature

Printed Name and Title

Date

SCOPE OF SERVICES (EXHIBIT A)

Client: ISANI

City/County Name: Mission Bend/ Fort Bend County

Project: Old Richmond Rd

Halff will perform Subsurface Utility Engineering (SUE) in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities." This standard defines the following Quality Levels:

Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

Quality Level-D: Information derived from existing records or oral recollections.

Quality Level-A Utility Location (Vacuum Excavation):

Up to Twenty Four (24) test holes will be performed on two gas lines and 8" water line at locations specified by ISANI. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

If test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. One (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with ISANI for direction on digging additional test holes if required and shall be compensated for each test hole dug.

Quality Level-B Utility Designation:

Halff will only designate utilities for the purpose of setting up Quality Level-A Test Hole locations utilizing geophysical prospecting equipment and marking with paint and/or pin

flags. Designation of adjacent utilities not scheduled for a test hole is not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities scheduled for a test hole will be found and marked within the project limits.

Quality Level-C Utility Survey:

Survey of the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by ISANI.

Quality Level-D Utility Records Research:

Any/all available Utility Records will be provided to Halff by ISANI. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition; a metallic tracer line attached; access to insert a tracer line within it, the approximate location of the utility may be determined through the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

SUE Field Manager / Professional Engineer:

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

SUE Deliverables / CADD:

Deliverables for the Quality Level-A Test Hole excavations will be a 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics as well as MicroStation and/or AutoCAD files, PDFs, and photos.

Right-of-Entry:

Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road Right-of-Way. If Right-of-Entry is required, it will be performed and provided to Halff by ISANI. Halff will coordinate with property owner(s) once right of entry has been obtained.

Permitting:

Street Cut permits will be coordinated with the Fort Bend County and/or TxDOT as required.

Work Zone Traffic Control:

Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD. As exact test hole's locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), will be provided by a certified traffic control provider.

If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify ISANI and submit a supplemental agreement for authorization prior to proceeding with additional work.

Halfp will complete the Quality Level-A Test Hole services within Sixty (60) calendar days upon days receipt of written notice to proceed, a copy of the test hole layout from ISANI and approved permits from Fort Bend County and/or TxDOT.

Work performed in the Right-of-Way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

WORK PLAN (EXHIBIT B)**I. COORDINATION/PERMITTING**

Description	Quantity	Authorized Rate	Unit	Estimated Cost
Project Manager	4	\$252.00	hour	\$1,008.00
SUE Manager	18	\$163.00	hour	\$2,934.00
SUE Field Manager	24	\$131.00	hour	\$3,144.00
Utility Coordinator	18	\$168.00	hour	\$3,024.00
Sr. Contract Specialist	2	\$126.00	hour	\$252.00

Subtotal: \$10,362.00**II. POT HOLING (VACUUM EXCAVATION) (QL-A)**

Depth	Quantity	Authorized Rate	Unit	Estimated Cost
All Depths	24	\$1,650.00	each	\$39,600.00

Subtotal: \$39,600.00**III. MISCELLANEOUS**

Task	Quantity	Authorized Rate	Unit	Estimated Cost
Certified Traffic Control	14	\$2,100.00	day	\$29,400.00
Concrete Coring	12	\$350.00	each	\$4,200.00

Subtotal: \$33,600.00**TOTAL** **\$83,562.00**

Note: This is an estimate based upon the anticipated hours and personnel categories to perform the number of Quality Level-A Test Holes requested. Halff will invoice for the number of test holes attempted (whether utility is located or not) and actual hours worked for coordination/permitting. Due to the unknown timing of project approval and personnel availability, Halff will invoice actual hours worked and personnel categories utilized for this project in accordance with the attached 2024 Halff SUE Rate Schedule. If it is determined that additional test holes are required or if quantities are exceeded, Halff will notify ISAN for authorization and submit a supplemental agreement to increase the fee prior to proceeding with any additional work.

Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located. This proposal is valid for 30 days.

EXHIBIT C
STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN

ISANI CONSULTANTS, L.P. (CLIENT) AND HALFF ASSOCIATES, INC. (ENGINEER)

I. SCOPE. Halff Associates, Inc. ("Engineer") agrees to perform the professional services described in the attached Scope of Services which incorporates these terms and conditions. Unless modified in writing by both Engineer and Client (each a "Party" and, collectively, the "Parties"), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard Form of Agreement (referred to jointly as "Agreement"), when executed by ***ISANI Consultants, L.P. a Limited Partnership*** ("Client"), shall constitute a binding Agreement on both Parties. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

II. COMPENSATION. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

III. RESPONSIBILITY. Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for the services rendered and the recommendations made in carrying out the work. Engineer agrees to follow the normal and customary standard practices of the engineering profession to make findings, provide opinions (including opinions of probable costs of construction), make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification, and Engineer shall not be required to provide any certification, assignment, or warranty of its work, but upon request and for a separate mutually agreed fee and fully executed contract amendment and at Engineer's sole discretion, Engineer may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by Client or by other individuals or firms employed by Client shall not relieve Client or those individuals or firms of complete responsibility for the adequacy of their work. It is understood that any site visits, resident engineering or, if specifically required in the applicable Scope of Services, inspection services provided or performed by Engineer shall be for the sole and exclusive purpose of reviewing the general compliance of such activities with respect to the technical provisions of the project specifications and such services by Engineer shall not constitute any form of guarantee with respect to the performance of any contractor. Engineer does not assume responsibility for means, methods or appliances used by a contractor, for safety conditions, or for compliance by contractors with applicable laws, rules, and regulations.

Neither the professional activities of Engineer, nor the presence of Engineer or its employees and subconsultants at a construction/project site, shall impose any duty on Engineer, nor relieve the contractor or others of its/their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any applicable health or safety precautions required by any applicable regulatory agencies. Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the contractor or others shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in Client's contract(s) with others. Client also agrees that Client, Engineer, and Engineer's subconsultants shall be made additional insureds under the contractor's and other policies of general liability insurance.

Engineer's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs, prepared by Engineer, represent Engineer's judgment as a design professional. Client and Owner understand and agree that neither Engineer nor Client or Owner has control over the cost of labor,

materials, or equipment; the contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any other estimate or evaluation, prepared or agreed to by Engineer.

Any service(s) not listed in Engineer's Scope of Services will be considered Additional Services. All Additional Services, when requested, shall be authorized in writing by Client prior to Engineer proceeding with any work.

IV. SCOPE OF CLIENT SERVICES. Client shall furnish, at Client's expense, all required and reasonable information, requirements, reports, data, access, surveys, and instructions required by this Agreement. Engineer may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

V. OWNERSHIP OF DOCUMENTS. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Client agrees to indemnify Engineer, Engineer's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VI. INSURANCE. Engineer agrees to maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- E. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

VII. SUBCONTRACTS. Engineer shall be entitled to subcontract any portion of the work described in the Scope of Services.

VIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

IX. INTEGRATION. This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully

incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties.

X. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Fort Bend County, Texas**.

XI. SUSPENSION OF SERVICES. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, Engineer may, at its option, terminate this Agreement upon giving notice in writing to Client. Further, Engineer may request that the work be suspended by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the work. If Client fails to make timely payments to Engineer or is otherwise in breach of this Agreement, Engineer may suspend performance of services upon five (5) calendar days' notice to Client. Engineer shall have no liability to Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

XII. TERMINATION OF WORK. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

XIII. TAXES. The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subconsultants for taxes paid or assessed in association with the work under this Agreement, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

XIV. ALTERNATIVE DISPUTE RESOLUTION. Any conflicts or disputes that arise under or through this Agreement or that may exist following the completion thereof shall be discussed at a meeting of one senior management person from Client and one from Engineer. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meeting shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement.

XV. MERGER AND SEVERABILITY. This Agreement constitutes, represents, and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVII. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES.

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. MISCELLANEOUS PROVISIONS

A. Changed conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to Engineer are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks, or other material terms of this Agreement, Engineer may call for renegotiation of appropriate portions of this Agreement. Engineer shall notify Client of the changed conditions necessitating renegotiation, and Engineer and Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the Parties agree that either Party has the absolute right to terminate this Agreement in accordance with the termination provisions herein.

B. Changes in the work: If during the term of this Agreement, Engineer shall prepare Change Orders and Construction Change Directives for Client's approval and execution in accordance with the Contract Documents and may authorize minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. Preparing Change Orders and Construction Change Directives that require evaluation of contractor's proposals and supporting data, or the preparation or revision of Instruments of Service shall be considered as Additional Services, and Client will pay Engineer for these services in accordance with the Additional Services provisions of this Agreement.

C. Construction observation: If included in the Scope of Services of this Agreement, Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by Client and Engineer, in order to observe the progress and quality of the work completed by the contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Engineer to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on this general observation, Engineer shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.

If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Engineer as Additional Services in accordance with the terms of this Agreement.

Engineer shall not supervise, direct, or have control over the contractor's work nor have authority over any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the project. These rights and responsibilities are solely those of the contractor in accordance with contractor's contract with Client.

Engineer shall not be responsible for any acts or omissions of the contractor, any subcontractor, any entity performing any portions of the work or any agents or employees of any of them or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of Engineer.

Engineer does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contractor's contract with Client or any applicable laws, codes, rules, or regulations.

D. Design without construction observation: Unless Construction Observation is specifically noted in Engineer's Scope of Services, it is understood and agreed that Engineer's services do NOT include Construction Observation nor review of the contractor's performance or any other construction phase services, and that such services will be provided by Client. As such, Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation, and Client

waives any claims against Engineer that may be in any way connected thereto, including claims resulting from unauthorized modifications to the construction plans and construction errors or omissions.

E. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Contract Documents to reflect changed field or other conditions.

XXI. ATTORNEY'S FEES. In the event that any suit or action is instituted to enforce any provision in this Agreement, the substantially prevailing Party in such dispute shall be entitled to recover from the other Party all fees, costs, and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

XXII. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

APPROVED:

Engineer: **HALFF ASSOCIATES, INC.**

APPROVED:

Client: **ISANI CONSULTANTS, L.P.**

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____