



opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is eighty thousand dollars and 00/100 (\$80,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor 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 eighty thousand dollars and 00/100 (\$80,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this 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 shall not under any conditions, circumstances, or interpretations thereof exceed eighty thousand dollars and 00/100 (\$80,000.00).

### **Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

## **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 7. Termination**

### **7.1 Termination for Convenience**

7.1.1 County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County.

Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

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

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

**Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: HJ Consulting, Inc.  
Attn: Harish Jajoo, P.E., President  
4771 Sweetwater Blvd, Suite 254  
Sugar Land, Texas 77479

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor 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 the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

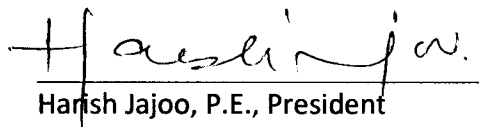
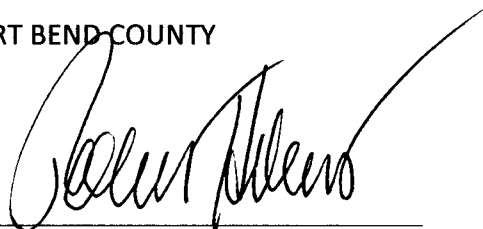
**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 14<sup>th</sup> day of April, 2015.

FORT BEND COUNTY

HJ Consulting, Inc.



Robert E. Hebert, County Judge

Harish Jajoo, P.E., President

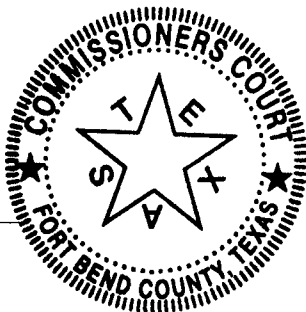
April 14, 2015  
Date

4-7-15  
Date

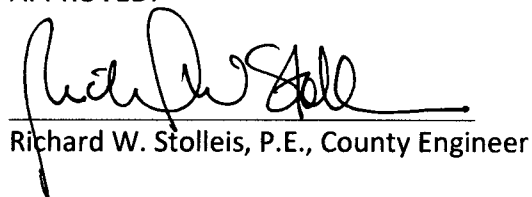
ATTEST:



Laura Richard, County Clerk




APPROVED:



Richard W. Stolleis, P.E., County Engineer

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$80,000<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A



30 March 2015

Mr. Stacy Slawinski, P.E.  
Fort Bend County Engineering Department  
301 Jackson Street  
Richmond, TX 77469

Project: Willie Melton Blvd. from FM 2919 to 1000 feet West in Kendelton, TX  
Fort Bend County, Precinct 1

Dear Mr. Slawinski:

**HJ Consulting, Inc. (HJC)** is pleased to submit the proposal to perform engineering services related to reconstruction of Willie Melton Boulevard from FM 2919 to 1000 feet west with 28 feet concrete curb and gutter roadway and storm sewer within the existing right of way. This project is located in City of Kendelton, Fort Bend County, TX Precinct 1. The engineering services to be provided by HJC are for the 1) Design Phase Services 2) Bid and Construction Phase Services.

Subject project begins at FM2919 ROW and continues to west for about 1000 feet. Project area is primarily residential neighborhood with curb and gutter road system. Drainage from the project area drains into FM2919 roadside ditch and then empties into Brooks Branch.

**Preliminary Engineering Phase:** A letter report PER will be prepared as outlined in the summary of design process, which will include the following:

1. Establish a typical cross section and cross sections in non-standard areas.
2. Determine drainage pattern and initial analysis
3. Determine potential conflicts with existing facilities
4. Identify critical path items
5. Identify problem areas and potential resolution (s)
6. Prepare a reasonable construction cost estimate
7. Prepare 30 percent plan set consisting of all existing features shown in plan and profile, and proposed improvements in plan only with minor annotation.

**Scope of Additional Services:**

**Survey:** GGC Surveyors will perform the topographic survey. Their scope and fees are attached to this proposal.

**Civil Engineers | Construction Managers**

4771 Sweetwater Boulevard, Suite 254, Sugar Land, Texas 77479



**Geotechnical Investigations:** QC Labs will provide the recommendation for the pavement based on their geotechnical investigation. The scope and associated fees proposal are attached.

**Final Design Phase:** Prepare the construction drawings, specifications and construction cost estimate for the project. Submittals for the project will be made at 70 percent and 95 percent. Required sheets as outlined in the summary of design process will be prepared. Criteria for the design will be followed as mentioned in the design process.

**Bid Phase and Construction Phase Services:** Upon receiving all administrative project manual documents in Adobe Acrobat format, HJC will prepare a single project manual file in Adobe Acrobat format, consisting of:

1. Administrative documents
2. The bid form
3. A sealed specification table of contents, and
4. Applicable specifications and documents.

HJC will prepare a single file in Adobe Acrobat format for the entire drawing set. HJC will review contractor submittals and respond to any RFIs. After the project completion, HJC will prepare record drawings based on contractor as-built markups.

**Schedule:**

PER: 90 calendar days from the date of notice

Final Design: 90 days from the date of PER approval

**Fees: (Lump Sum)**

|                                      |                                       |
|--------------------------------------|---------------------------------------|
| Preliminary Engineering Report:      | \$15,000                              |
| Final Design                         | \$36,500                              |
| Topographic Survey:                  | \$11,000                              |
| Geotechnical Investigation:          | \$2,500                               |
| <b>TOTAL Design Phase</b>            | <b>\$65,000</b>                       |
| Bid and Construction Phase Services: | \$15,000 (Based on Time and Material) |

HJC is looking forward to start this project at the earliest.

Sincerely,

HJ Consulting, inc

A handwritten signature in black ink, appearing to read 'Harish Jajoo'.

Harish Jajoo, P.E., CFM

**Civil Engineers | Construction Managers**

4771 Sweetwater Boulevard, Suite 254, Sugar Land, Texas 77479



March 27, 2015

HJ Consulting, Inc.  
4771 Sweetwater Boulevard, Suite 254  
Sugar Land, Texas 77479

Attn: Mr. Harish Jajoo, P.E., CFM  
P: 832-338-3202  
E: [harish@hjconsultinginc.com](mailto:harish@hjconsultinginc.com)

Re: Proposal for Geotechnical Engineering Services  
Reconstruction of Willie Melton Boulevard  
(F.M. 2919 to 1,000 feet Southwest of F.M. 2919)  
Kendleton, Texas  
QCL Document No. 39496.Revision2

Dear Mr. Jajoo:

QC Laboratories, Inc. (QCL) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the project referenced above. This document has been prepared in general accordance with project information provided to us on March 2, 2015.

#### **Project Description**

We understand the project consists of the reconstruction of Willie Melton Boulevard from F.M. 2919 to approximately 1,000 linear feet southwest of F.M. 2919 in Kendleton, Texas. We understand the existing roadway consists of a 28-foot wide concrete pavement with curb and gutter. We understand the new section of roadway will consist of a 38-foot wide concrete pavement with curb and gutter. We understand the roadway is currently classified as a residential street and will be reconstructed in accordance with Fort Bend County requirements.

#### **Scope of Services**

A brief summary of the services to be provided by QCL is presented in the following paragraphs.

**Field Investigation:** The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. As requested, we plan to drill and sample two (2) soil borings to a depth of 10 feet along the alignment of the roadway.

Prior to drilling, the existing pavement will be cored to provide access to the underlying soils. Once coring is complete, drilling will be performed using standard truck-mounted drilling equipment. Soil samples will be evaluated in the field using a pocket penetrometer and/or SPT blow counts, depending on the soil type. The depth of groundwater will be observed during drilling and after completion of drilling. At the completion of our field program, the boreholes will be backfilled with soil cuttings and bentonite chips and patched at the surface with Sakrete.

QCL will notify Texas811, a utility location service, to locate the primary utilities. This utility location service will only locate utilities within dedicated public utility easements. If underground utilities are known to exist in the vicinity of the borings, QCL should be provided the opportunity to review utility plans to avoid the existing lines.

**Laboratory Testing:** The engineering properties of selected soil samples will be evaluated by our A2LA accredited laboratory. Laboratory tests may include, but not limited to, moisture content, unit weight, unconfined compression, Atterberg Limits, and percent passing the No. 200 sieve.

**Engineering Analysis and Report:** The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of the investigation will be presented in an engineering report prepared under the supervision of a Texas Professional Engineer. The report will include the following:

- Logs of Borings, Plan of Borings, water observations, and laboratory test results;
- Site and subgrade preparation; and
- Reinforced concrete pavement design guidelines.

#### **Fees**

The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is **\$2,500**.



**Schedule**

A completed geotechnical engineering report will be submitted within 3 weeks following field-drilling activities.

**Acceptance**

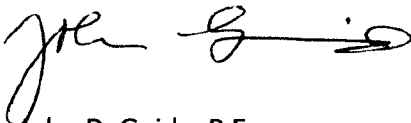
You can authorize this scope of service by signing and returning the attached agreement with reference to this document.

We appreciate this opportunity and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.

Sincerely,

**QC Laboratories, Inc.**

(Texas Registered Engineering Firm F-3601)



John D. Guida, P.E.

Director of Geotechnical Engineering Services



**Proposal Date:** March 27, 2015  
**CLIENT:** HJ Consulting, Inc. "CLIENT"  
**Authorized CLIENT Representative:** Mr. Harish Jajoo, P.E., CFM.  
**CLIENT Address:** 4771 Sweetwater Boulevard, Suite 254, Sugar Land, Texas 77479  
**Proposal No:** 39496.Revision2 "Exhibit A"  
**Fee:** \$2,500  
**Project Description / Location:** Reconstruction of Willie Melton Boulevard, (F.M. 2919 to 1,000 feet Southwest of F.M. 2919), Kendleton, Texas "SITE"

This agreement ("Agreement") is made by and between CLIENT and QC Laboratories, Inc. ("QCL"). In consideration of the mutual agreements contained in this Agreement and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. **Application:** QCL shall perform SERVICES set forth in Exhibit A, which is incorporated into this Agreement by reference. The foregoing consulting and testing SERVICES in Exhibit A are collectively called the "SERVICES".
2. **Scope of SERVICES:** QCL shall provide, or cause to be provided, the SERVICES outlined in Exhibit A of this Agreement. Depending on field conditions encountered and / or subsurface conditions discovered, QCL may recommend a modification to the specified number, location or depths of borings, the number and types of field and laboratory tests, the use of additional equipment for accessibility or other similar modifications, as deemed necessary by QCL in the exercise of due care. If the recommended changes have an impact on the agreed cost of the SERVICES, QCL shall notify the CLIENT'S representative of the necessity for such modifications and any impact on the total cost of the SERVICES. QCL will not provide any additional work that may increase the total cost until the CLIENT approves the changes to the agreed SERVICES and the additional costs. If the CLIENT elects not to authorize the changes, and if in the professional opinion of QCL, the modifications are required to provide a professional engineering opinion, QCL may stop work and immediately terminate the SERVICES without penalty. Should the SERVICES be terminated, QCL shall provide the CLIENT with the results of all completed field and laboratory work, but with no engineering analysis or SITE recommendations. The CLIENT shall pay for mobilization, demobilization and completed work. If the Exhibit A fees are based on a lump sum price, the CLIENT shall pay for the completed SERVICES based on the current standard QCL geotechnical unit fee schedule.
3. **Responsibilities and Risks:** It is recognized that the SERVICES have inherent associated risks that should be understood and minimized in the best interest of the CLIENT and QCL.
  - 3.1. **Right-of-Entry:** Unless otherwise agreed, CLIENT will furnish right-of-entry and obtain permits as required for QCL to access the SITE and perform the fieldwork. If the SITE owner or CLIENT has specialized training requirements to access the SITE, that are not included in Exhibit A, the time and direct costs will be an additional charge to the CLIENT. QCL will provide an estimate of these additional costs to the CLIENT.
  - 3.2. **Damage to Property:** QCL will take reasonable precautions to reduce damage to the land and other property caused by our operations and it is agreed that QCL shall not be liable to repair or restore such damage, and that the quoted fee does not include the cost of repairing any such damage or restoring the SITE. If CLIENT desires QCL to repair any damage or restore the property, the CLIENT and QCL shall agree in writing as to the scope of the repairs and the reimbursement to QCL prior to the start SERVICES.
  - 3.3. **Toxic and Hazardous Material:** CLIENT will provide QCL with all information, that is possessed or known to the CLIENT as to the potential occurrence of toxic or hazardous materials at the SITE being investigated. If unanticipated toxic or hazardous materials are encountered, QCL will stop the field operations and advise the CLIENT of alternative approaches and cost modifications. Field operations will not proceed until the CLIENT approves the changes. If the delay is in excess of one working day, QCL will be allowed to charge an additional mobilization and demobilization when the work continues. If agreement cannot be reached between QCL and the CLIENT on a revised scope of SERVICES or any additional fees, QCL may stop work and terminate the SERVICES without penalty. Should the SERVICES be terminated, QCL shall provide the CLIENT with the results of all completed field and laboratory work, but with no engineering analysis or SITE recommendations. The CLIENT shall pay for all mobilization, demobilization and completed work. If the Exhibit A fees are based on a lump sum price, the CLIENT shall pay for the completed SERVICES based on the current standard QCL geotechnical unit fee schedule. CLIENT agrees that if samples are determined to be hazardous that they must be discarded consistent with governmental regulations and the CLIENT will be charged a disposal fee at QCL'S actual cost plus 20% or in accordance with Exhibit A, whichever is less.
  - 3.4. **Buried Utilities:** QCL will contact the central state utility location database system that marks and locates utilities and pipelines, prior to the start of field operations. The CLIENT shall furnish QCL any information that is possessed or may be known, on the type, location and depth of buried objects, utilities, pipelines or other man made objects at the SITE prior to the start of drilling operations. QCL will take reasonable precautions to avoid damaging these man-made objects. The CLIENT agrees to hold QCL and its officers, agents, employees and subcontractors harmless for any property, personal or consequential damage to any buried object, which are not called to our attention or which are not correctly shown on plans furnished to QCL.
4. **Data, Samples, and Records:** All samples of soil and rock, which are not considered hazardous, will be discarded 60 days after the submission of our report unless CLIENT advises QCL of alternative requirements. Upon request, QCL will deliver the samples in accordance with CLIENT'S instructions, or store the samples for an agreed charge. All pertinent records relating to SERVICES performed under this Agreement shall be retained for three years after completion of the work. Hazardous samples will be discarded in accordance with Article 3.3 after 60 days.
5. **Indemnification:** QCL shall defend, indemnify and hold harmless the CLIENT from all liabilities caused by the sole negligence of QCL. The CLIENT agrees to defend, indemnify and hold harmless QCL, its directors, officers, shareholders, employees, contractors, subcontractors, agents or affiliates from and against any and all suits, actions, legal or administrative proceedings, claims demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) which, irrespective of QCL negligence: (a) exceed the limitation of QCL liability provided for an Article 6 or (b) result from, arise out of, or are in any way connected with; (i) acts or omissions of CLIENT, CLIENT'S employees, agents and subcontractors, and their employees or agents; (ii) the release of any hazardous substance; or (iii) any other generation, storage, treatment of transport of hazardous or waste materials.

6. **Insurance and Liability:** QCL maintains General Liability Coverage of \$1,000,000, Professional Errors and Omission Coverage of \$1,000,000, Umbrella Coverage of \$5,000,000 and Workman's Compensation as required by law. Upon request, QCL will furnish insurance certificates, which describe the policy providers and coverage. To the fullest extent permitted by law, the total liability of QCL, its officers, members, directors, agents, Consultants, and employees, to CLIENT, and to anyone claiming by, through, or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the SERVICES under this Agreement, from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall be limited to the amount of \$50,000 or our total fee, less direct third-party costs, whichever is less. Upon written request of the CLIENT and acceptance by QCL prior to the start of the SERVICES, QCL will waive this limitation for an additional fee of ten percent of the total fee, or \$1,500, whichever is greater. The waiver fee recognizes the increased unknown liabilities associated with the SERVICES and the SITE, and is not intended to increase insurance coverage.
7. **Consequential Damages:** CLIENT shall not be liable to QCL and QCL shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other regardless of: the nature of this fault; or whether it was committed by CLIENT or QCL, their employees, agents, or subcontractors; or whether such liability arises in breach of contract, warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, delays, loss of use and loss of profit.
8. **Prices for the Work; Payment:** Unit prices or other lump sum fees quoted by QCL do not include any sales, use or excise taxes; permit fees or other taxes or fees. Unless QCL expressly agrees in writing to pay such costs, all such costs are to be paid by the CLIENT. The fees for the SERVICES detailed in Exhibit A are only an estimate, unless Exhibit A specifically indicates the fee is a lump sum fee. The fees in Exhibit A are valid for thirty- (30) days from the date of the proposal, unless the price validity is specifically extended in Exhibit A. Payment is due in US Dollars in accordance with the fees outlined in Exhibit A. QCL will issue an invoice(s) at the completion of the SERVICES or 30 days after the start of the fieldwork for SERVICES and tests actually completed during the invoice period. Payment is due within thirty- (30) days of the date of the invoice. If payment in full is not made when due, interest shall accrue on the unpaid balance at the lesser of (i) the rate of 1½% per month or (ii) the maximum interest rate permitted under applicable law. CLIENT agrees to pay reasonable attorneys' fees incurred by QCL in the collection of past due invoices and account balances. If the CLIENT disputes any portion of the invoice the undisputed portion of the invoice must be paid within thirty- (30) days of the date of the invoice. QCL must be advised in writing of the amount and reason for the disputed portion of any invoice within forty-five (45) days of the invoice date or the disputed portion of the invoice shall be considered as delinquent and treated as an undisputed past due amount.
9. **Court and Other Proceedings:** The nature of QCL SERVICES may require employees of QCL to present the results of QCL findings in depositions, court proceedings or other forums. In such cases, the CLIENT will be charged, in addition to the fees in Exhibit A, QCL'S usual and customary costs and fees for such presentations and the preparation thereof according to QCL'S then current fee schedule. If QCL is subpoenaed by a party other than the CLIENT, the total costs and fees associated with the preparation and testimony will be charged to the CLIENT, irrespective of whether payment has previously been made on the SERVICES and CLIENT'S file is closed. QCL will make every reasonable effort, consistent with legal guidelines, to have these costs and fees reimbursed by the party issuing the subpoena; however, if such party does not reimburse QCL, such costs and fees will be the responsibility of CLIENT. CLIENT agrees to pay any such costs and fees, irrespective of whether it is anticipated at the time of the Agreement that QCL will be called upon to present the results of its findings in depositions, court proceedings or other forums.
10. **Force Majeure.** The parties hereto shall be excused from the duty to render timely performance of any obligation hereunder if such inability to perform is caused directly or indirectly by act of God, flood, hurricane, war, riot, accident, explosion, strikes or labor trouble, act of government, delay or default by subcontractor or supplier of materials or SERVICES, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control; provided, however, that the obligation to make payments for any SERVICES or partial SERVICES completed under this Agreement shall not be excused for any reason, including the foregoing.
11. **Waiver of Compliance:** Waiver by either party hereto of a breach by the other party of any of the provisions of these terms and conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.
12. **Severability:** If any provision or remedy here in provided is found invalid under any applicable law, the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the intent hereof.
13. **Governing Law:** This Agreement shall be governed by and construed under the laws of the State of Texas.
14. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The location of any arbitration shall be Houston, Texas. Any demand for arbitration by either party hereunder must be delivered in writing to the other party.

**Acceptance of Agreement By:**

CLIENT: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

March 12, 2015

Harish Jajoo  
HJ Consulting, Inc.  
4771 Sweetwater Blvd. Suite 254  
Sugar Land, Texas 77479  
Via Email: harish@hjconsultinginc.com

RE: Kendleton Project Willie Melton Blvd.

Dear Mr. Jajoo:

Per your recent request, GGC Survey, PLLC is pleased to propose the following professional services and related fees for the above-described property:

KENDLETON – 1000 LF (+/-) FT. Willie Melton Blvd. From FM 2919 to 1000 Feet  
The scope of service is to perform topographical survey and along the project route.

All deliverables will be in CADD format. All right-of-way points of curve, angle points, cut-back corners, and parcel corners in the property acquisition limits will be monumented with 5/8-inch iron rods 36 inches long with TxDOT aluminum caps. Survey 20 feet outside of the ROW to pick walkways, trees, driveways. No homes will be included in survey. The above described services can be performed for the following proposed amounts:

#### TOPOGRAPHIC/BOUNDARY SURVEY/CADD

- A. Project Setup
- B. Control Survey
  - 1. Prepare Control Data Sheets
  - 2. Prepare Survey Control map
- C. Survey and Mapping
  - 1. Utilities – contact DigTest and Locate Tone Marks, Locate Visible Utilities
  - 2. Survey Drainage Structures
- D. Research underground lines, pipes, utilities, etc...
- E. No meetings related to this project are included (Please delete this.) No meetings are anticipated but if the work has to be clarified –then meeting will be required.
- F. No Rod/Monumentation (Please delete this)
- G. Plan view 3D CADD file with TIN file (topographic, utilities, and boundary)
- H. Project surveys may require additional research due to inadequate documentation as it relates to certain roads and tracts. In certain cases, the city may not have necessary documentation to complete requirements.
  - 1. Professional Abstracting (additional services – not included in this proposal) (Delete this)

2. Surveying services for property acquisition, monumentation, and easement delineation (not included in this proposal) Delete this
3. Set Rods
4. Cross sections to be provided every 100 feet

**Total Estimated Cost for TOPO**

**\$11,000.00**

This is a lump sum price to deliver the topographic survey of Willie Melton Blvd.

We appreciate the opportunity to provide this proposal. If this proposal is acceptable, please execute and return one (1) copy to our office. If you have any questions or comments, please do not hesitate to call.

Sincerely,  
GGC Survey, PLLC

Georg Lardizabal, R.P.L.S.