

CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

Bert Lyle, Position 1 At-Large
Karen Denman, Position 2 At-Large
Vicki McKenzie, Position 3 At-Large
Pat Graham, Position 4 At-Large



Jon Strong, Mayor Pro Tem
Ward 4
Tore Fossum, Ward 1
Casey Cox, Ward 2
Anissa Antwine, Ward 3

HUNTSVILLE CITY COUNCIL AGENDA

TUESDAY, MAY 19, 2026

WORKSHOP 5:00 P.M. - Main Conference Room

REGULAR SESSION 6:00 P.M. - Main Conference Room

City of Huntsville Service Center Complex, 448 Highway 75 N, Huntsville, Texas, 77320

Persons with disabilities who plan to attend this meeting and may need auxiliary aids or services are requested to contact the City Secretary's office (936.291.5413) two working days prior to the meeting for appropriate arrangements.

WORKSHOP (5:00 p.m.)

DISCUSSION

- a. Trinity River Authority (TRA) update on CIP Bond
Kathlie Jeng-Bulloch, City Engineer

MAIN SESSION (6:00 p.m.)

CALL TO ORDER I would like to welcome everyone to this duly called meeting of the Huntsville City Council, being held on the 19th day of May at 448 SH75 N Huntsville, Texas. I attest that this meeting room is open and accessible to members of the public.

INVOCATION AND PLEDGES - U.S. Flag and Texas Flag: *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

PROCLAMATION

- a. Proclamation No. 2026-14 Public Works Week
Russell Humphrey, Mayor

PRESENTATIONS

- a. Presentation on the local effects of Tax Exempt Property on the City of Huntsville.
Olivia Discon, Assistant to the City Manager
- b. Presentation on the Story Book Walk in Eastham-Thomason Park.
Lisa Lance, City Librarian

PUBLIC HEARING

1. CONSENT AGENDA

The presiding officer will call for public comments before action is taken on these items. *(Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)*

- a. Consider approving the Minutes from the May 5, 2026, Regular City Council Meeting.
Kristy Doll, City Secretary

- b. Consider approving the Minutes from the May 6, 2026, Special City Council Workshop - Strategic Planning.
Kristy Doll, City Secretary
- c. Consider approving the Minutes from the May 7, 2026, Special City Council Workshop - Strategic Planning.
Kristy Doll, City Secretary

2. STATUTORY AGENDA

- a. **First Reading** - Consider authorizing the City Manager to enter into an agreement with Pape-Dawson for professional engineering services for the Martin Luther King Drive Street Improvement (DRRP-190-1199) Project funded by the Urban Development's Community Development Block Grant Disaster Recovery (CDBG-DR) Program.
Kathlie Jeng-Bulloch, City Engineer
- b. **First Reading** - Consider authorizing the City Manager to award the purchase of Cellular endpoints for water meters.
Kim Kembro, Public Works Director
- c. Consider Resolution 2026-18 authorizing the City Manager to submit an application to the Texas Water Development Board for funding under the Water Supply and Infrastructure Grant Program (HB 500/WSIG) and to designate an authorized representative.
Christina Bodin-Turner, Grants Manager

3. CITY COUNCIL/MAYOR/CITY MANAGER

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

5. ITEMS OF COMMUNITY INTEREST

6. EXECUTIVE SESSION

7. RECONVENE

Take action on item discussed in executive session, if needed.

ADJOURNMENT

*If during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 – consultation with counsel on legal matters; 551.072 – deliberation regarding purchase, exchange, lease or value of real property; 551.073 – deliberation regarding a prospective gift; 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 – implementation of security personnel or devices; 551.087 – deliberation regarding economic development negotiation; Sec. 551.089 - deliberation regarding security devices or security audits; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATE

I, Kristy Doll, City Secretary, do hereby certify that the above notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.HuntsvilleTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: May 13, 2026

TIME OF POSTING: 4:20 p.m.

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: a.

Agenda Item: Trinity River Authority (TRA) update on CIP Bond

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: N/A

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion: TRA will present an update to their upcoming CIP bond.

Previous Council Action: May 6, 2025

Financial Implications: N/A

Approvals:

Kathlie Jeng-Bullock

Ricardo Villagrand

Kristy Doll

Scott Swigert

Associated Information:



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: a.

Agenda Item: Proclamation No. 2026-14 Public Works Week

Initiating Department/Presenter: City Council

Presenter:

Russell Humphrey, Mayor

Recommended Motion: n/a

Strategic Initiative: Strategic Priority #5, Engagement - Build strong relationships within our organization and community with a focus on our culture of core values as expressed in Service, Trust, Accountability and Respect. Provide a welcoming and collaborative environment that fosters mutual partnership between city government, community organizations and our residents.

Discussion:

Previous Council Action:

Financial Implications: n/a

Approvals:

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: a.

Agenda Item: Presentation on the local effects of Tax Exempt Property on the City of Huntsville.

Initiating Department/Presenter: City Manager

Presenter:

Olivia Discon, Assistant to the City Manager

Recommended Motion: Presentation only

Strategic Initiative:

Discussion: Olivia Discon will be presenting on the local effects of Tax Exempt Property on the City of Huntsville.

Previous Council Action:

Financial Implications:

Approvals:

Lance Hall
Scott Swigert
Robby Chapman
Kristy Doll

Associated Information:

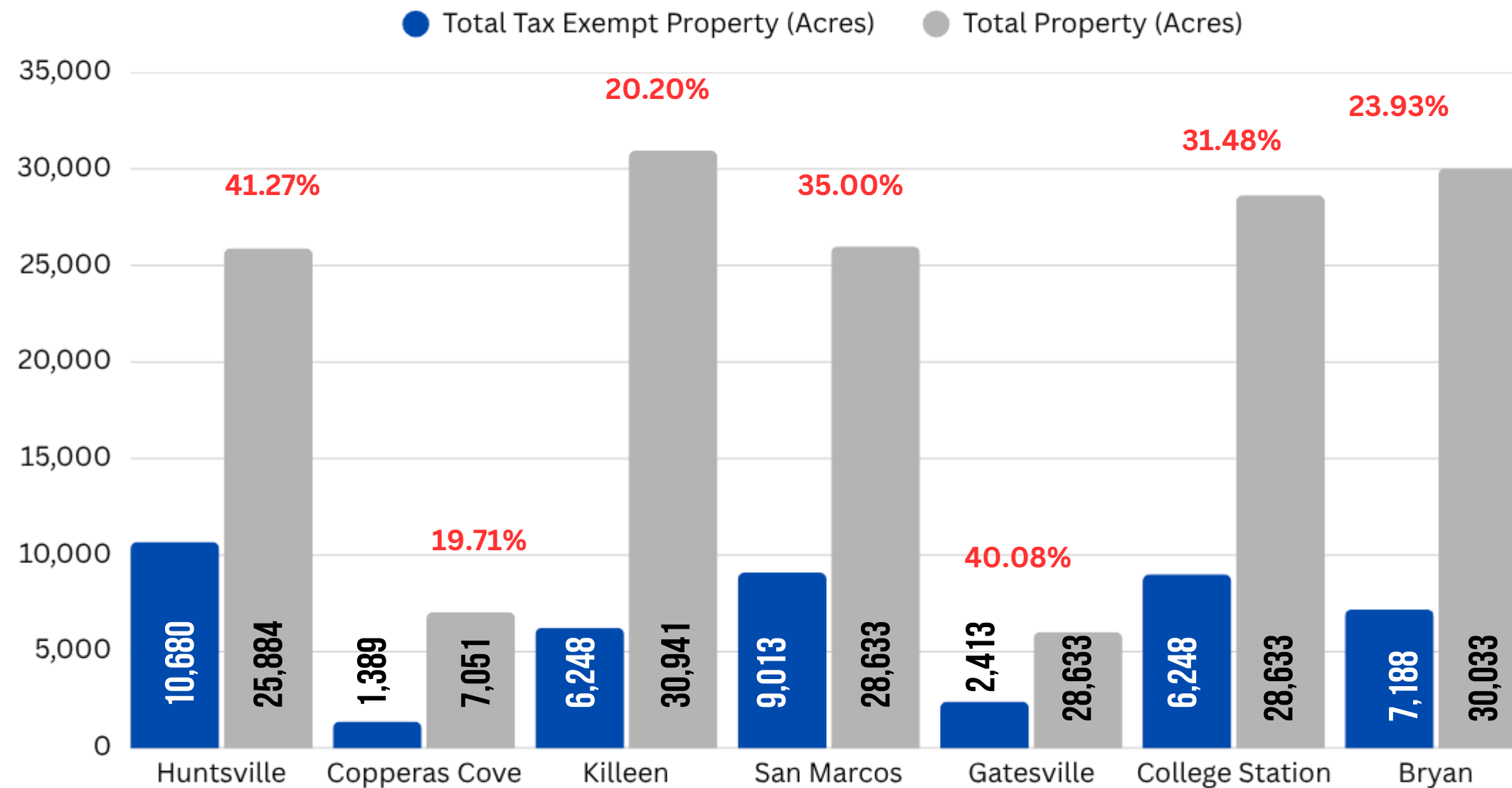
1. 5.19_Tax Exemption Presentation

A SURVEY ACROSS TEXAS: TAX EXEMPT PROPERTIES & FINANCIAL IMPLICATIONS



MAY 19, 2026

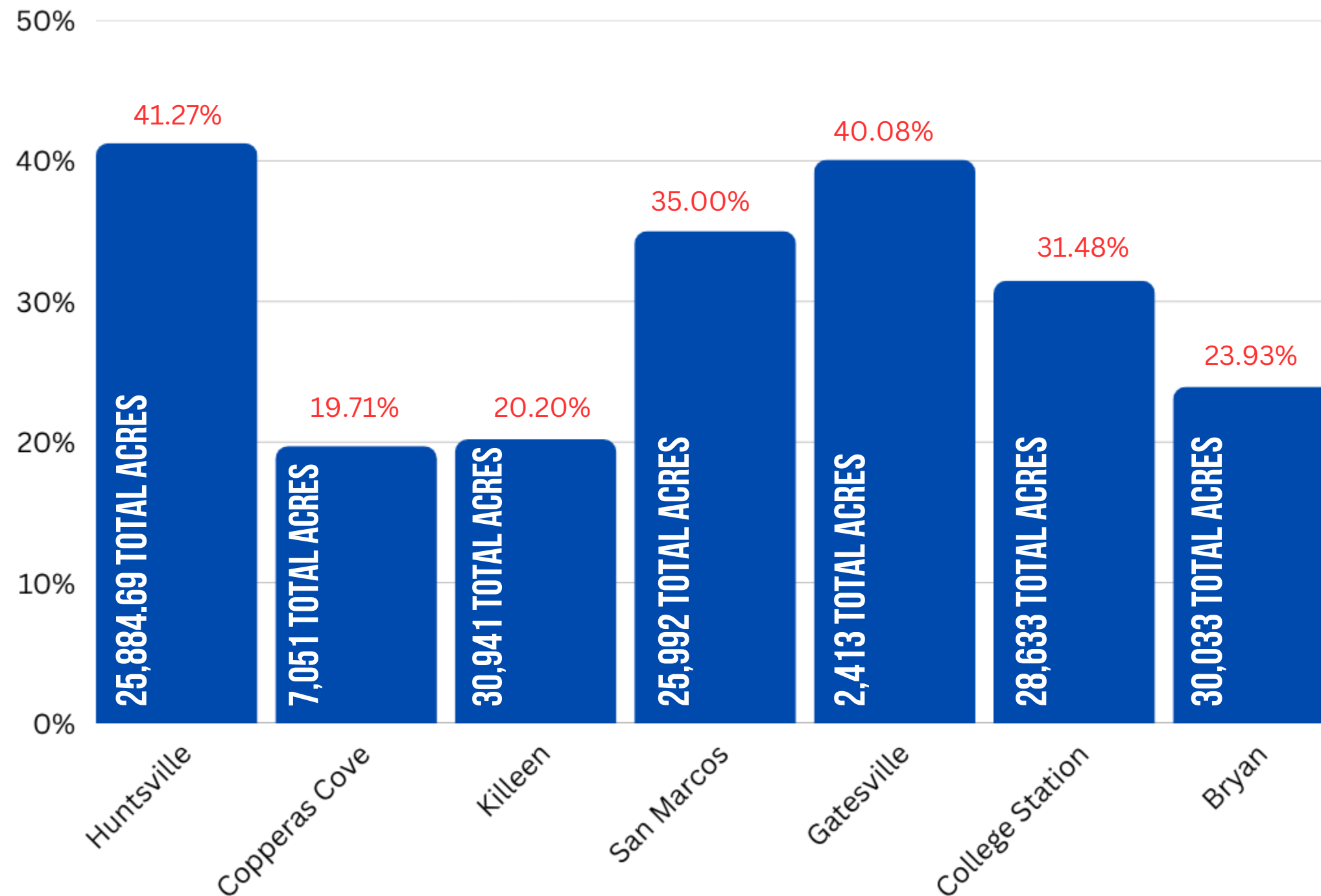
COMMUNITY PROFILE- TAX-EXEMPT LAND



The City of Huntsville is **41%**
Tax Exempt, the highest of those
surveyed.

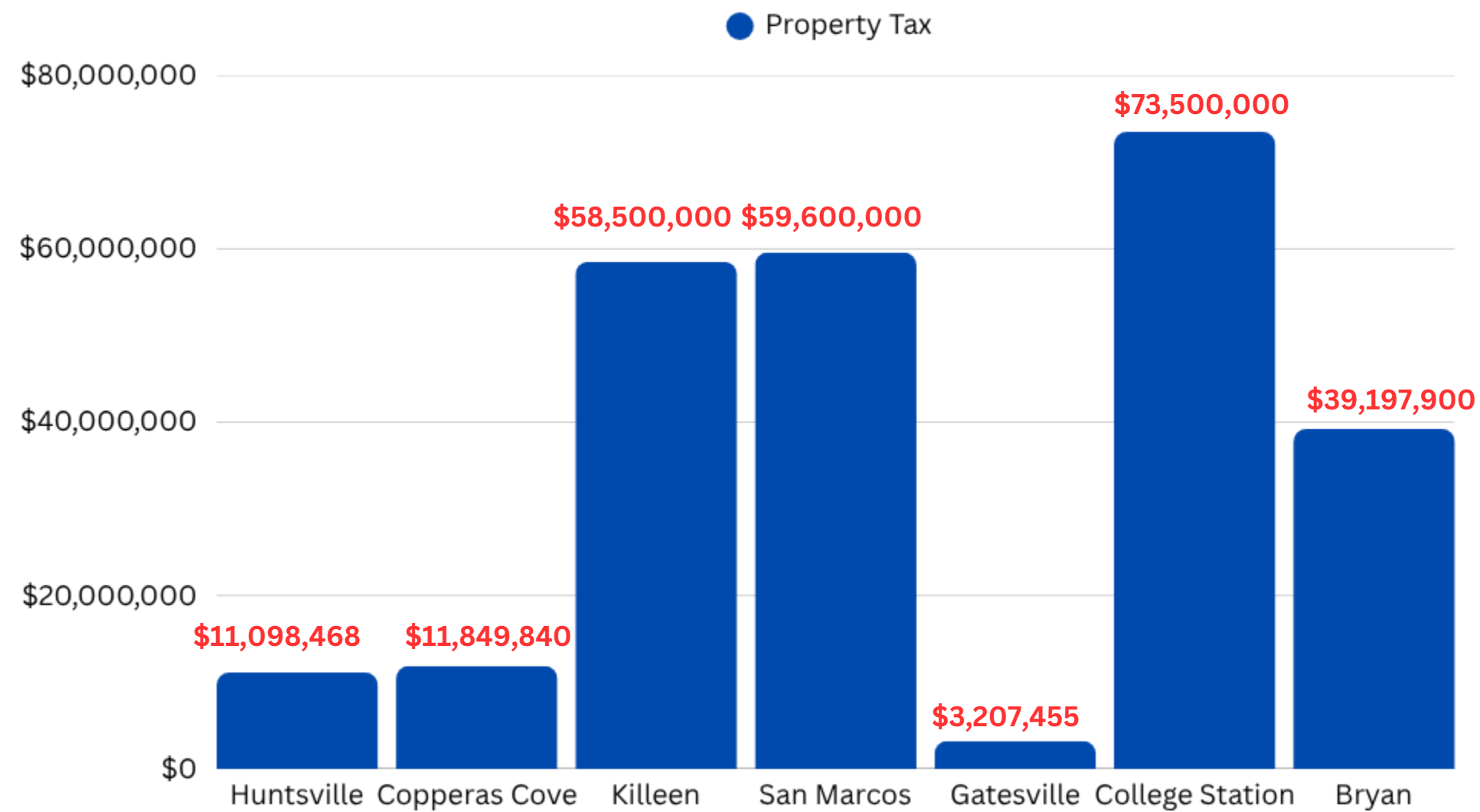
For reference, the City of Austin is
31.5% Tax Exempt

COMMUNITY PROFILE- TAX-EXEMPT LAND

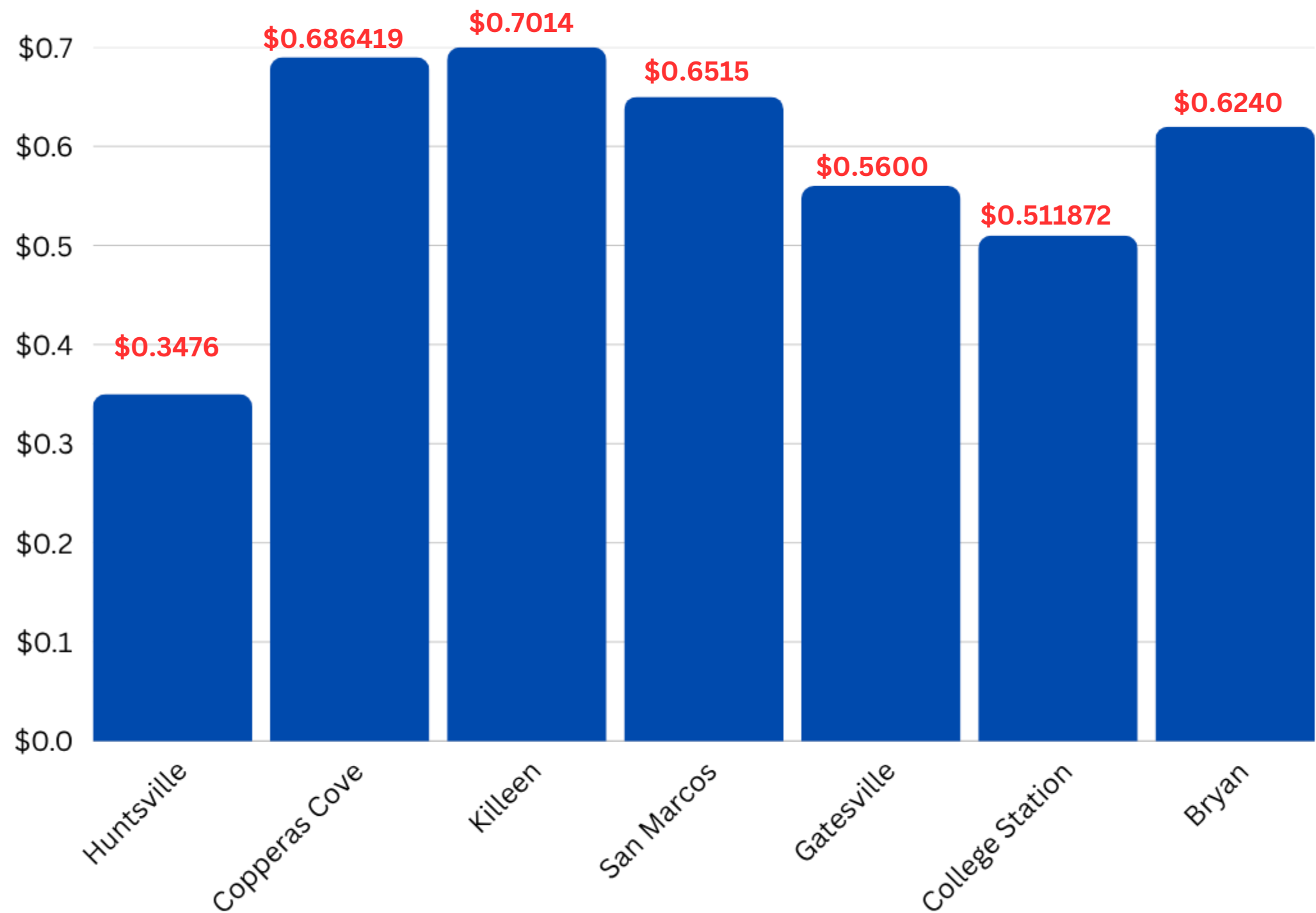


This chart reflects the percentage of tax-exempt land in each city. Huntsville is 41.27% tax exempt, which is around 10,680 acres of land out of 25,884 total acres. This is primarily due to the national forest and state entities such as TDCJ, SHSU, TWPD

REVENUE SOURCES: PROPERTY TAXES

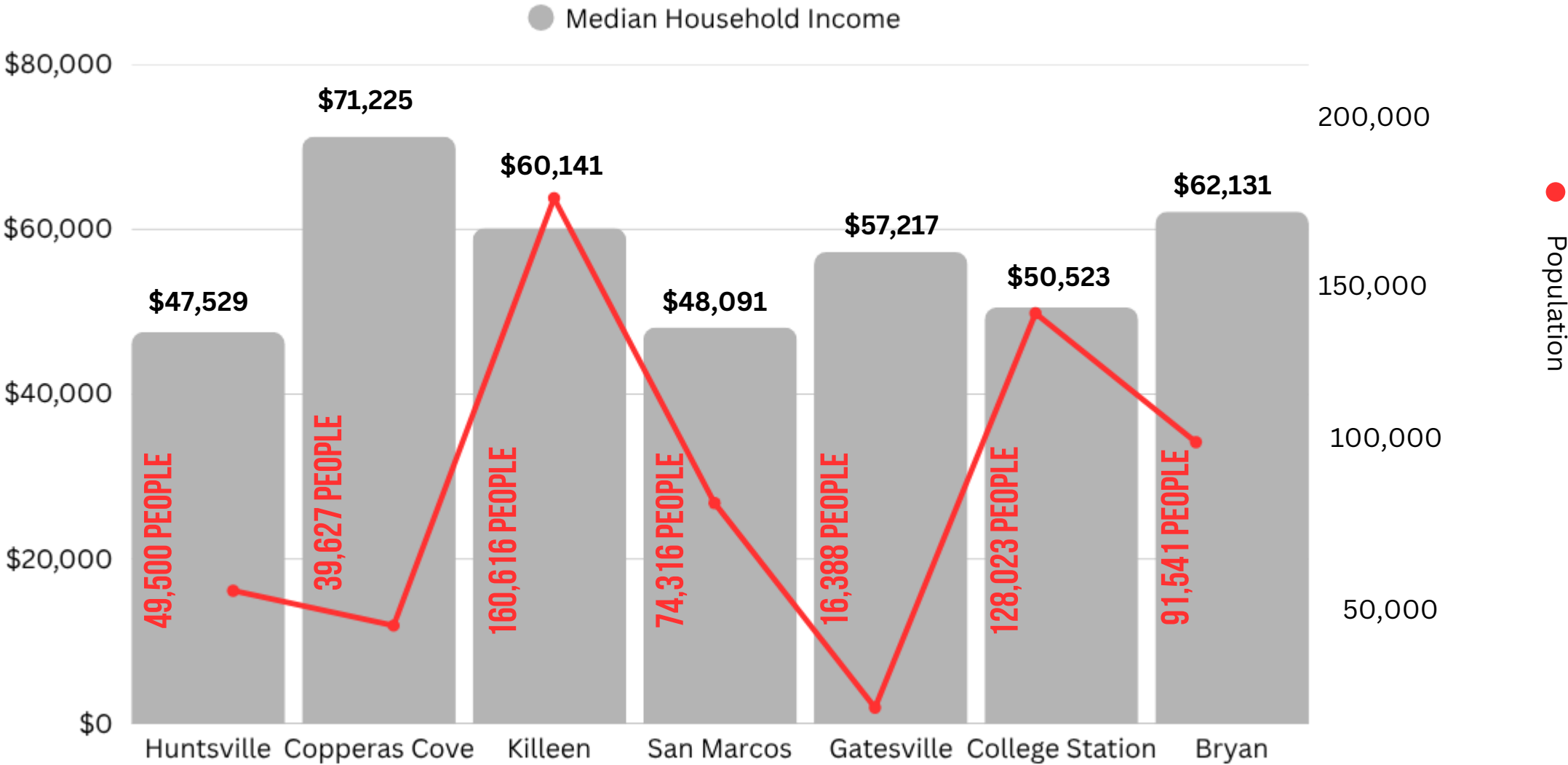


COMMUNITY PROFILE- PROPERTY TAX RATES



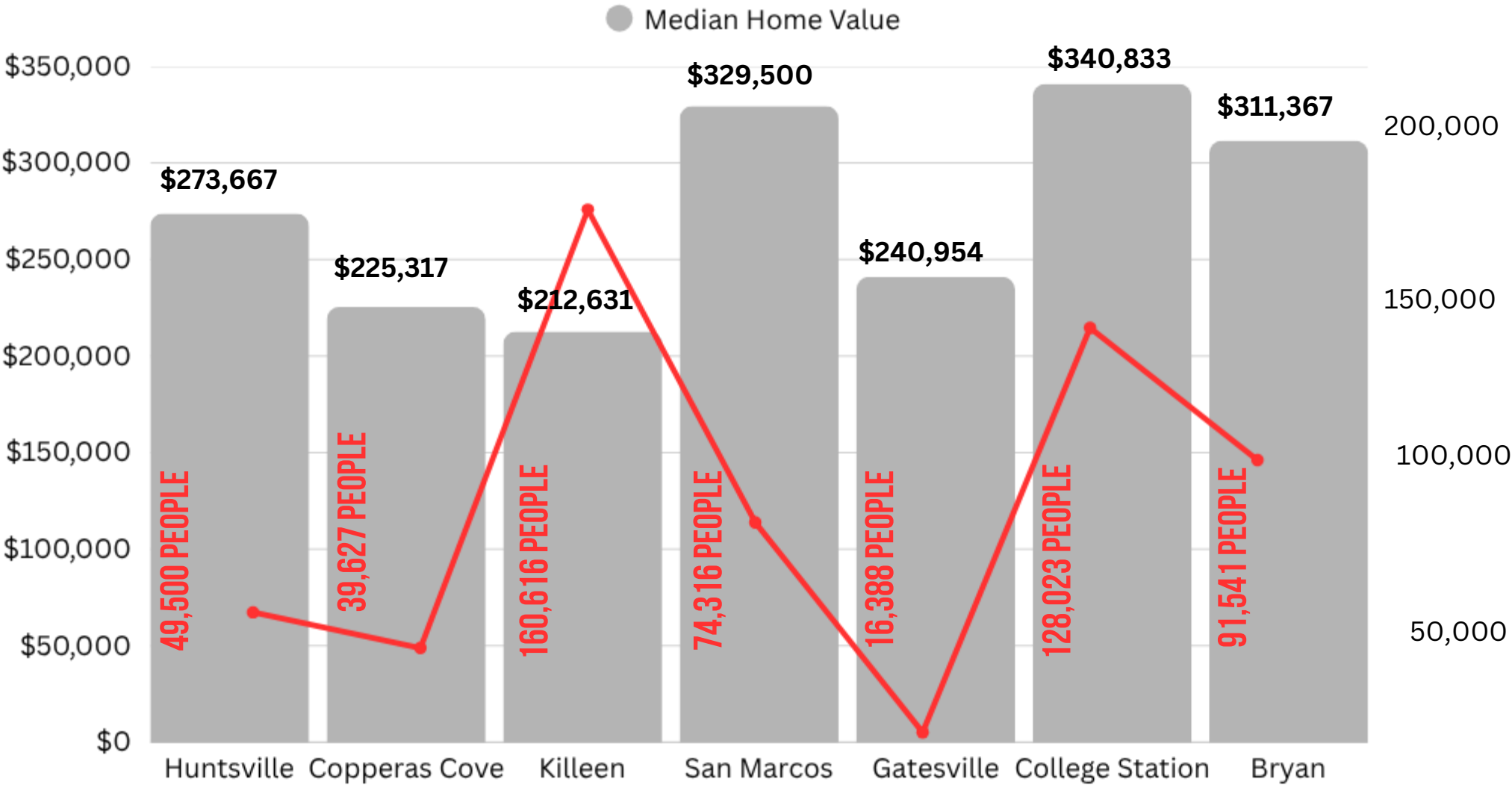
Among those surveyed, Huntsville is the lowest among those compared in property tax rates.

COMMUNITY PROFILE-MEDIAN HOUSEHOLD INCOME



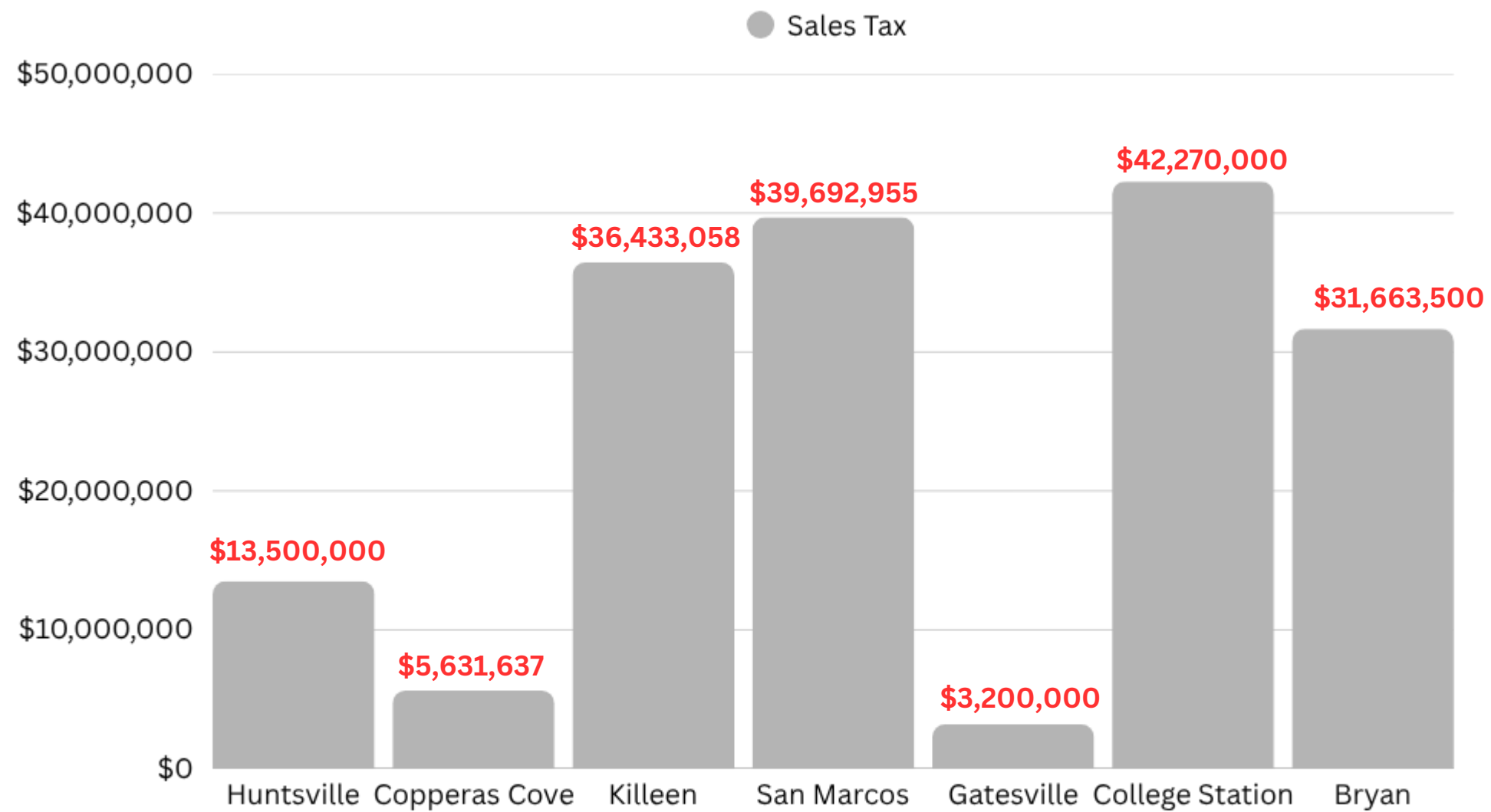
Based on 2024 Census estimates, Huntsville has one of the lower populations from comparison cities, as well as the lowest median household income.

COMMUNITY PROFILE-MEDIAN HOME VALUE



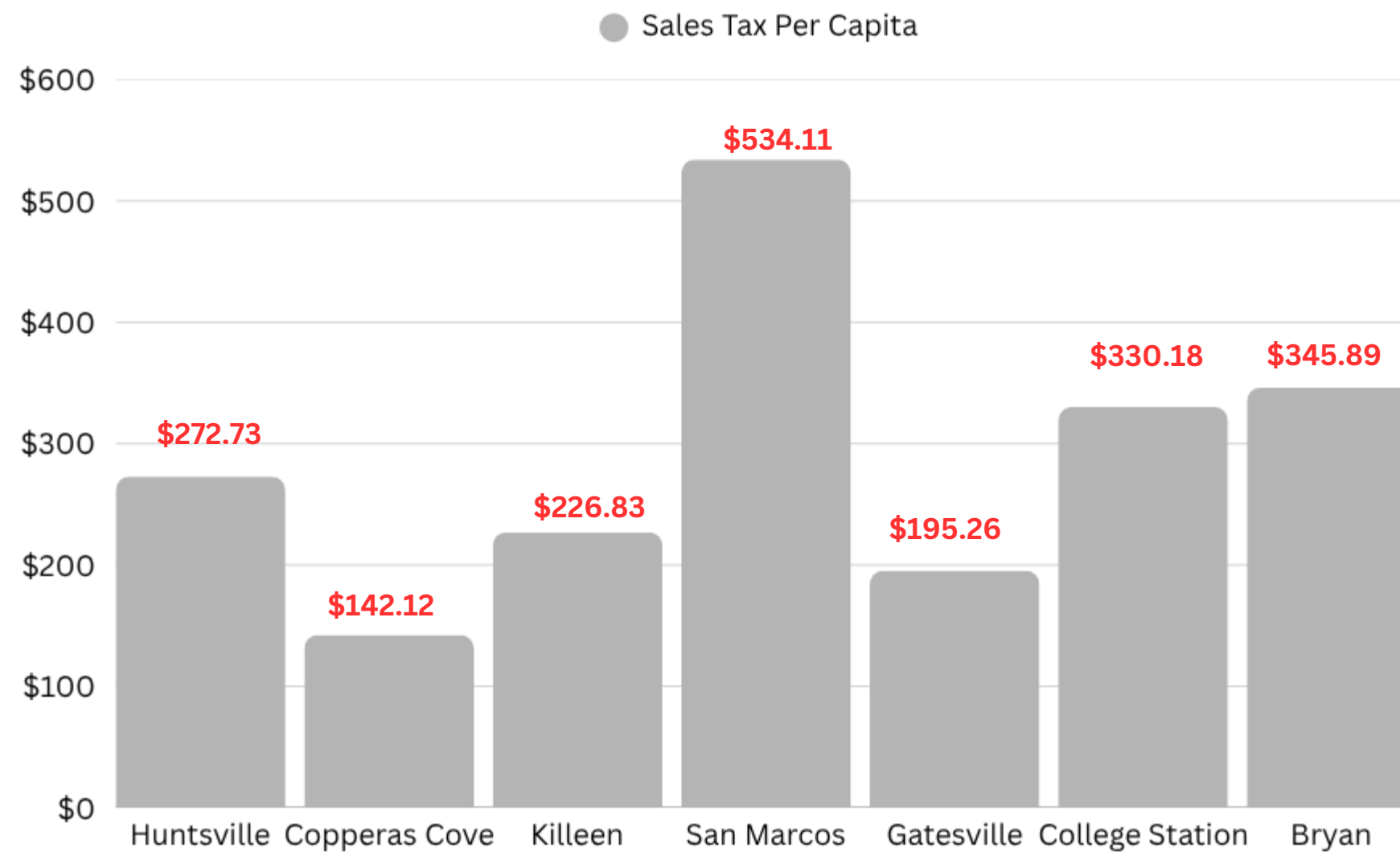
Huntsville’s median home value is
\$273,667.

REVENUE SOURCES-SALES TAX



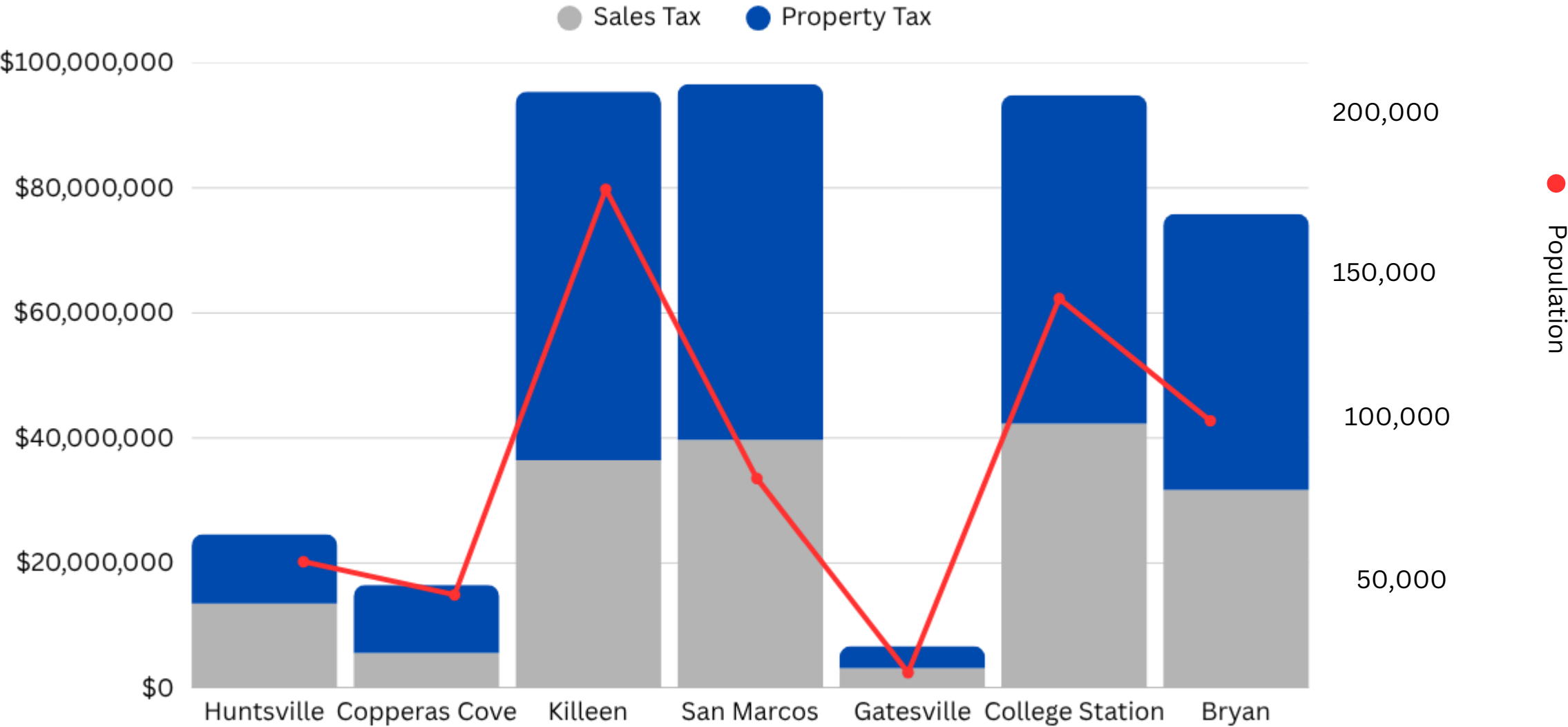
Among those surveyed, Huntsville ranks considerably lower than its counterparts in projected Sales Tax Revenue for FY 26.

REVENUE SOURCES-SALES TAX PER CAPITA



On average, Huntsville citizens generate \$272.73 in sales tax revenue per person annually.

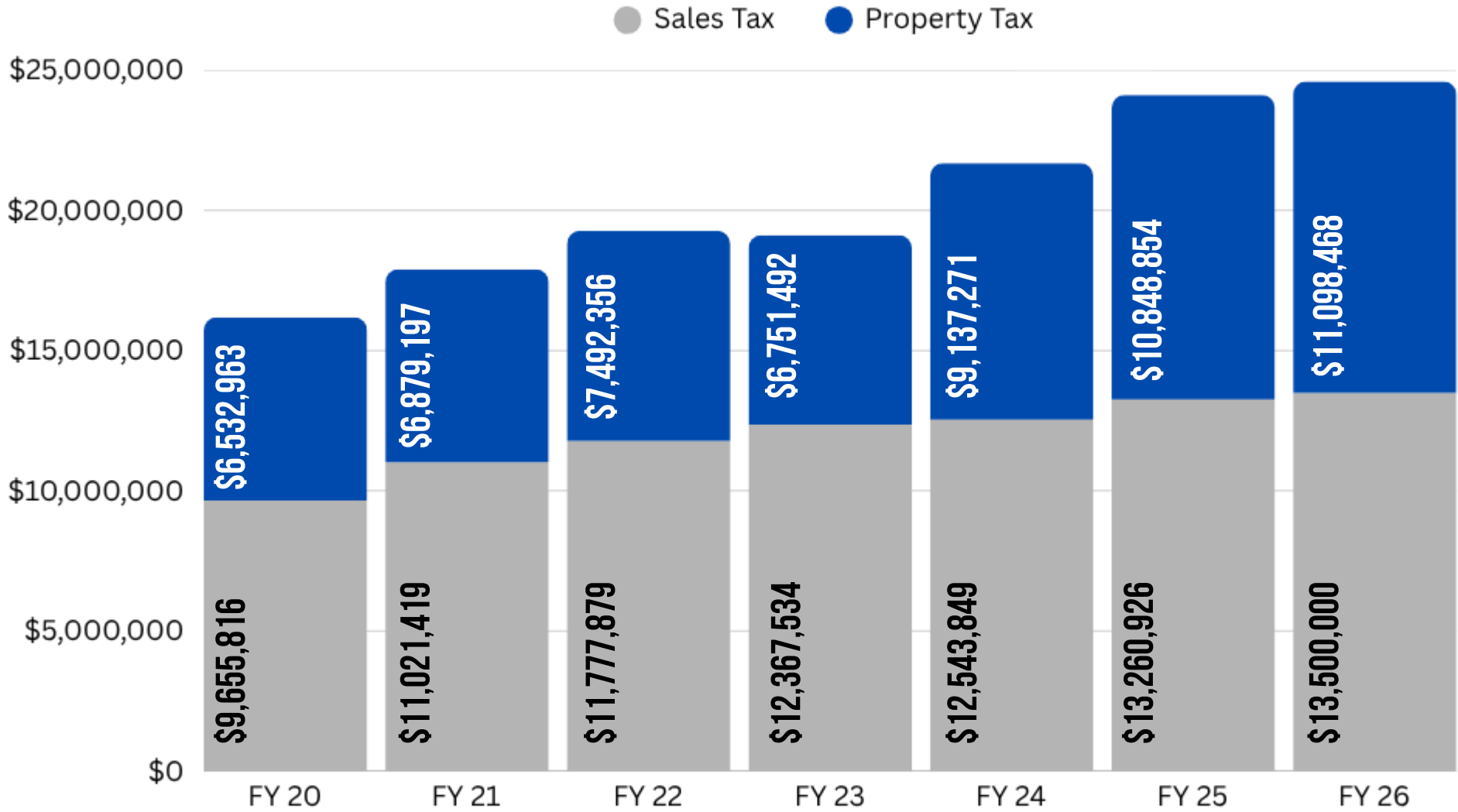
COMMUNITY PROFILE-REVENUE SOURCES AND POPULATION COMPARISON



Among those surveyed, Huntsville ranks considerably lower than its counterparts in overall revenue.

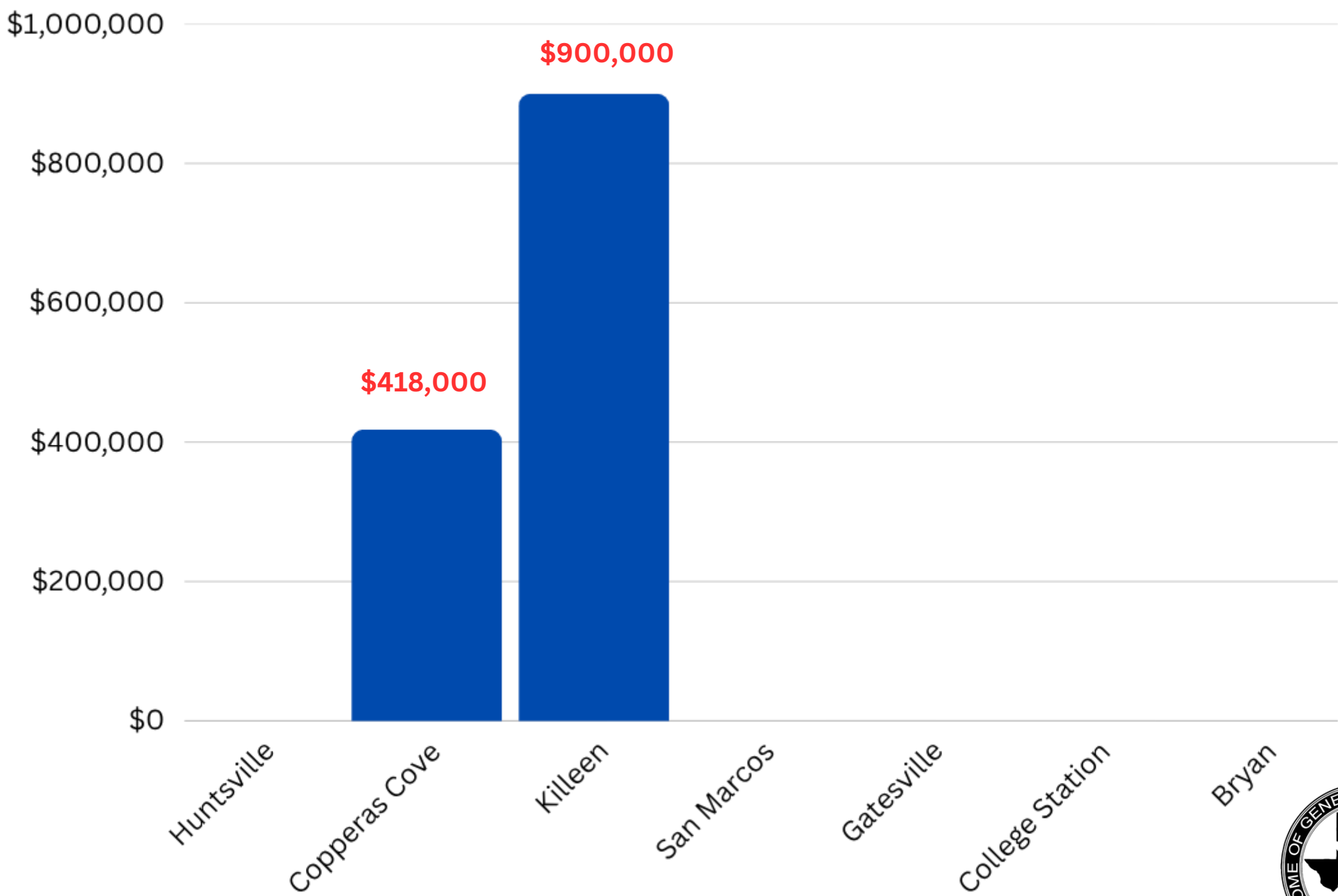
CITY OF HUNTSVILLE SALES TAX & PROPERTY TAX COMPARISON

Here is a breakdown of Huntsville’s
Revenue over the last 7 years:



COMMUNITY PROFILE- SUBSIDIES FROM THE STATE LEGISLATURE

HB 2894, introduced and passed in the Texas Legislature, provides certain local governments disproportionately affected by the granting of ad valorem tax relief to disabled veterans. Among the surveyed cities, Killeen and Copperas Cove have recieved the following reimbursement:



A SUMMARY OF OUR FINDINGS



Huntsville is **41.27%** tax exempt, or **10,680** acres.



Having a lower median household income, Huntsville’s tax base produces low sales tax revenue-
-generating an average **\$272.73** per capita.



Despite the high proportion of tax exempt land and low median household income, Huntsville maintains low property tax rates, while also having competitive home values.



The state has recognized that cities such as Killeen and Copperas Cove were “disproportionately affected by ad valorem tax relief” (by exemptions for disabled veterans) and received a subsidy through HB 2894.



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: b.

Agenda Item: Presentation on the Story Book Walk in Eastham-Thomason Park.

Initiating Department/Presenter: Huntsville Public Library

Presenter:

Lisa Lance, City Librarian

Recommended Motion: N/A

Strategic Initiative: Strategic Priority #3, Quality of Life – Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Discussion: N/A

Previous Council Action: N/A

Financial Implications: N/A

Approvals:

Sam Masiel

Lisa Lance

Scott Swigert

Sharon Schultz

Kristy Doll

Associated Information:

1. HPL Storywalk at the Park



Huntsville Public Library
Storywalk at Eastham Thomason Park

Huntsville Public Library

Storywalk at Eastham Thomason Park

A Library StoryWalk is a fun and creative outdoor activity that brings children’s books to life along walking trails, parks, or city streets. Pages from a children's book are taken apart, laminated for durability, and displayed on panels or stakes placed in sequence along a path. Families and kids walk from one page to the next, reading the story step-by-step while enjoying fresh air and exercise. This interactive experience encourages early literacy by combining reading with movement, making it easier and more enjoyable for children to engage with books. StoryWalks also support community health by inspiring families to get active together in a safe, welcoming environment.





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StoryWalk® Frames



A StoryWalk® consists of the outdoor display of a children's picture book. Book pages are placed sequentially along a walkway or trail where kids and families can experience the joy of reading in the great outdoors. Vacker offers StoryWalk® frames with the same high quality and craftsmanship as our frames that have been installed in parks and trails throughout the U.S. over the past 25 years. We also offer optional outdoor durable backer panels and NatureWalk signs.

Page 22 of 182



Start Here

Begins at the path entrance and follows the path to the children's playground equipment.





Storywalk Frames





Easy to change story boards





Backer Panels



Backer panels are intended for the placement of the laminated book pages. The mid-section of the panel allows for the placement of two laminated pages up to 11" x 11" in size. They are moisture resistant.

Backer Panels



Backer panels are intended for the placement of the laminated book pages. The mid-section of the panel allows for the placement of two laminated pages up to 11" x 11" in size. They are moisture resistant.



STORYWALK® BACKER PANELS

Our 18"×24"×¼" thick StoryWalk® backer panels are intended for the placement of your laminated book pages. The mid-section of the panel allows for the placement of two laminated pages up to 11"×11" in size. Most customers use mounting putty to hold book pages and utilize clear acrylic sheets to secure in place.



FLIP IT

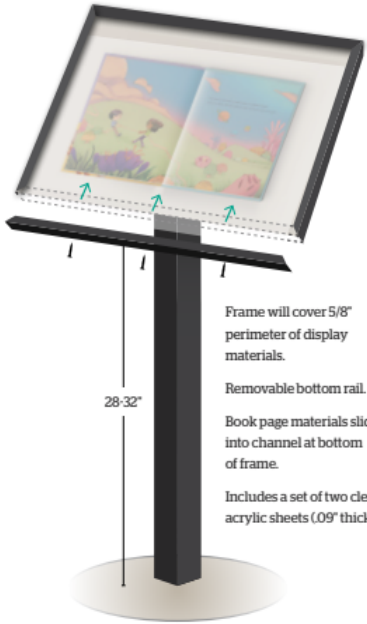
STORYWALK AND NATUREWALK BACK-TO-BACK
\$98

STORYWALK® BACKER PANEL

	18"×24"	 18"×24" (Double-sided with NatureWalk Panel)
Minimum quantity: 16.	\$28	\$98

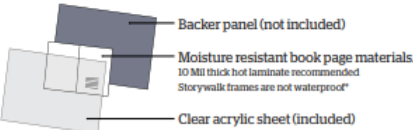
STORYWALK®
FRAMES (18"×24" ONLY)

For the display of an 18"×24" outdoor durable sign panel or the short term display of moisture resistant book materials up to ¼" thick.

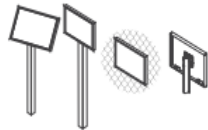


Frame will cover 5/8" perimeter of display materials.
Removable bottom rail.
Book page materials slide into channel at bottom of frame.
Includes a set of two clear acrylic sheets (.09" thick).

TYPICAL STORYWALK DISPLAY



A RANGE OF INSTALLATION OPTIONS



STORYWALK FRAME FOR WOOD POST

Removable bottom rail.
Frame gap for up to 1/4" thick display materials.
Frame slides over customer provided wood post.



ALUMINUM POST OPTIONS



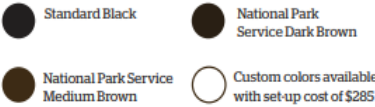
Post length for direct bury.
Extended post length is available.



Post with surface mount plate for attachment to concrete pad or footing.

Posts should be installed with post lengths per your geographical area recommendations.

AVAILABLE TEXTURE POWDER-COAT COLORS*



Common styles and sizes stocked in black. Other colors can effect lead time.



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the May 5, 2026, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the May 5, 2026, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Kristy Doll

Associated Information:

1. City Council Meeting Minutes 05-05-2026

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 5TH DAY OF MAY 2026 AT 6:00 P.M. AT THE CITY OF HUNTSVILLE SERVICE CENTER COMPLEX, LOCATED AT 448 HIGHWAY 75, IN THE CITY OF HUNTSVILLE, WALKER COUNTY, TEXAS.

The City Council met in a Workshop and Regular Session with the following:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem Strong, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember At-Large Position 3 McKenzie, Councilmember Ward 3 Antwine, Councilmember At-Large Position 4 Graham

COUNCILMEMBERS ABSENT:

OFFICERS PRESENT: Scott Swigert, City Manager; Kristy Doll, City Secretary; Robby Chapman, City Attorney

OFFICERS ABSENT:

WORKSHOP (5:00 p.m.)

Mayor Humphrey called the Workshop to order at 5:25 p.m.

- a. **Reception recognizing Leonard Schneider, City Attorney for 17 years of dedicated service to the City of Huntsville and welcoming the new City Attorney, Robby Chapman.**
Russell Humphrey, Mayor

DISCUSSION (5:30 p.m.)

- a. **Presentation on future improvements to the Tenaska water line infrastructure.**
Lance Hall, Finance Director
Kathlie Jeng-Bulloch, City Engineer

Mayor Humphrey adjourned the Workshop at 5:46 p.m.

MAIN SESSION CALL TO ORDER

Mayor Humphrey called the meeting to order at 6:02 p.m.

INVOCATION AND PLEDGES - *U.S. Flag and Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

Councilmember Bert Lyle gave the invocation, and Mayor Humphrey led the pledges.

PROCLAMATIONS

- a. **Proclamation No. 2026-09 National Day of Prayer**
Russell Humphrey, Mayor
- b. **Proclamation No. 2026-10 Municipal Clerks Week**
Russell Humphrey, Mayor
- c. **Proclamation No. 2026-11 National Travel and Tourism Week**
Russell Humphrey, Mayor

PRESENTATION

- a. Empty Bowls Proceeds Presentation to Walker County Senior Center Meals on Wheels Program
Tracy Rikard, Tourism Manager**

1. CONSENT AGENDA

The presiding officer will call for public comments before action is taken on these items. (Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)

- a. Consider approving the Minutes from April 16, 2026, Special City Council Meeting.
Kristy Doll, City Secretary**
- b. Consider approving the Minutes from April 21, 2026, Regular City Council Meeting.
Kristy Doll, City Secretary**
- c. Consider accepting the resignation of City Attorney Leonard Schneider.
Leonard Schneider, City Attorney**
- d. Consider ratifying an Employee Contract with Robby Chapman as City Attorney.
Brian Beasley, HR Director**
- e. Consider the acceptance of the Monthly Financial Report for the month of March 2026.
Lance Hall, Finance Director**
- f. Consider authorizing the City Manager to enter into a Parking Area Lease Agreement with Gibbs Brothers & Company.
Kim Kembro, Public Works Director**
- g. Consider authorizing the City Manager to enter into an agreement with Halff Associates for professional engineering services for the Autumn Lake Flood and Drainage Project funded by a Grant from the Texas General Land Office (GLO) under the Regional Mitigation Program (RMP).
Kathlie Jeng-Bulloch, City Engineer**

Consent Agenda Item 1.g. was moved from the Consent Agenda to the Statutory Agenda for consideration.

Councilmember Vicki McKenzie made a motion to approve Consent Agenda Items a. through f. The motion was seconded by Councilmember Jon Strong. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

2. STATUTORY AGENDA

- 1.g.Consider authorizing the City Manager to enter into an agreement with Halff Associates for professional engineering services for the Autumn Lake Flood and Drainage Project funded by a Grant from the Texas General Land Office (GLO) under the Regional Mitigation Program (RMP).
Kathlie Jeng-Bulloch, City Engineer**

Councilmember Jon Strong made a motion to authorize the City Manager to enter into an agreement with Halff Associates for professional engineering services for the Autumn Lake Flood and Drainage Project in the amount of \$134,931.46. The motion was seconded by Councilmember Vicki McKenzie. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- a. First Reading - Consider authorizing the City Manager to award the purchase of Street Milling/Overlay Services, Street Reconstruction, and Thermoplastic Pavement Striping.**
Kim Kembro, Public Works Director

Councilmember Anissa Antwine made a motion to waive the two-reading requirement and authorize the City Manager to award the purchase of Street Milling/Overlay/Reconstruction/Pavement Striping Services to Larry Young Paving for \$1,273,649.11. The motion was seconded by Councilmember Vicki McKenzie. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- b. First Reading - Consider authorizing the City Manager to enter into an agreement with LJA Engineering, Inc. for Basic Engineering Phase II and Additional Services A20 Alternative professional engineering services for the FY 24-25 Robinson Creek Wastewater Treatment Plant Expansion Project.**
Kathlie Jeng-Bulloch, City Engineer

Councilmember Jon Strong made a motion to waive the two-reading requirement and approve to authorize the City Manager to enter into an agreement with LJA Engineering, Inc. for professional engineering services of the FY 24-25 Robinson Creek Wastewater Treatment Plant Expansion Project in the amount of \$3,130,000.00. This authorization is only for the Phase II Basic Engineering and Additional Services A20 Alternative. The motion was seconded by Councilmember Pat Graham. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- c. First Reading - Consider approving the renewal of the janitorial services contract for City facilities provided by Metroclean.**
Penny Joiner, Director of Parks and Leisure

No action taken

- d. Consider adoption of Ordinance 2026-13 to amend the Budget for FY 25-26, amending the Schedule of Fees and Charges.**
Lance Hall, Finance Director

Councilmember Vicki McKenzie made a motion to adopt Ordinance 2026-13 to amend the budget for fiscal year 2025 - 2026; amending the Schedule of Fees and Charges. The motion was seconded by Councilmember Tore Fossum. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

- e. Consider instructing staff to direct the Trinity River Authority (TRA) to design the Tenaska waterline infrastructure to full capacity.**
Lance Hall, Finance Director
Kathlie Jeng-Bulloch, City Engineer

Councilmember Jon Strong made a motion to instruct staff to direct TRA to design the Tenaska waterline infrastructure to full capacity. The motion was seconded by Councilmember Tore Fossum. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

3. CITY COUNCIL/MAYOR/CITY MANAGER

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None

5. ITEMS OF COMMUNITY INTEREST

Councilmembers announced Items of Community Interest.

6. EXECUTIVE SESSION

- a. **City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.087, for deliberation regarding economic development negotiations. Project: Destination Huntsville.**
Scott Swigert, City Manager

City Council convened in Executive Session at 6: 24 p.m.

7. RECONVENE

City Council reconvened from Executive Session at 8:13 p.m.

Councilmember Casey Cox made a motion to approve the City Manager to enter into an agreement with Project Luong for the feasibility study for Project Destination Huntsville. The motion was seconded by Councilmember Tore Fossum. The motion passed 9 - 0. Yes: Russell Humphrey, Karen Denman, Vicki McKenzie, Jon Strong, Pat Graham, Bert Lyle, Anissa Antwine, Tore Fossum, Casey Cox; No: None

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 8:13 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: 1.b.

Agenda Item: Consider approving the Minutes from the May 6, 2026, Special City Council Workshop - Strategic Planning.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the May 6, 2026, Special City Council Workshop - Strategic Planning.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Kristy Doll

Associated Information:

1. May 6, 2026 City Council Special Workshop Strategic Planning Meeting Minutes

MINUTES FROM THE HUNTSVILLE CITY COUNCIL SPECIAL WORKSHOP - STRATEGIC PLANNING MEETING HELD ON THE 6TH DAY OF MAY 2026 AT 9:00 A.M AT THE SAM HOUSTON STATE UNIVERSITY CAMP, LOCATED AT 2245 FM 980, HUNTSVILLE, 77320, WALKER COUNTY, TEXAS.

The City Council met in a Workshop Special Session with the following:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem Strong, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember At-Large Position 3 McKenzie, Councilmember Ward 3 Antwine, Councilmember At-Large Position 4 Graham

COUNCILMEMBERS ABSENT:

OFFICERS PRESENT: Scott Swigert, City Manager; Kristy Doll, City Secretary; Robby Chapman, City Attorney

OFFICERS ABSENT:

WORKSHOP (9:00 a.m.) City of Huntsville Staff and City Council Workshop Session

Mayor Humphrey called the Workshop to order at 9:00 a.m.

DISCUSSION

- a. **City of Huntsville Staff and members of the City Council will attend and participate in a Strategic Planning Session for the City's Vision, Mission, Value Statement, and goals and objectives for 2026. There will be no formal action taken by the City Council.**

Discussion may include, but will not be limited to the following:

The City's current Vision, Mission, Value Statement, and Strategic Priorities, possible new or revised strategic priorities, current and future goals.

Vision: The City of Huntsville is a community that is beautiful, historic, culturally diverse, affordable, safe, and well-planned, with great opportunity for our citizens.

Mission: In order to maintain and enhance the quality of life and the achievement of our vision, the City of Huntsville provides, facilitates and regulates services, facilities and infrastructure for citizens, customers, visitors, businesses and state agencies, in a friendly, efficient, fair, honest and competent manner with quality and forethought.

Value Statement: Develop and implement a culture that builds and engages our organization, team and community, through the values of service, trust, accountability and respect. We commit to doing everything we do, utilizing these core beliefs.

Strategic Priorities:

Strategic Priority #1, Public Safety - Create a community where all individuals feel safe and protected, where citizens trust the effectiveness of our agencies through community engagement, technologies, and best practices. We strive to promote a culture of service, prevention and partnership.

Strategic Priority #2, Economic Development - Create an economic climate for the City of Huntsville that drives development of diverse industries and sectors, providing sustainable economic growth and improved living standards.

Strategic Priority #3, Quality of Life - Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Strategic Priority #5, Engagement - Build strong relationships within our organization and community with a focus on our culture of core values as expressed in Service, Trust, Accountability and Respect. Provide a welcoming and collaborative environment that fosters mutual partnership between city government, community organizations and our residents.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 3:30 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: 1.c.

Agenda Item: Consider approving the Minutes from the May 7, 2026, Special City Council Workshop - Strategic Planning.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the May 7, 2026, Special City Council Workshop - Strategic Planning.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications: NA

Approvals:

Sharon Schultz

Kristy Doll

Associated Information:

1. May 7, 2026 City Council Special Workshop Strategic Planning Meeting Minutes

MINUTES FROM THE HUNTSVILLE CITY COUNCIL SPECIAL WORKSHOP - STRATEGIC PLANNING MEETING HELD ON THE 7TH DAY OF MAY 2026 AT 8:00 A.M AT THE SAM HOUSTON STATE UNIVERSITY CAMP, LOCATED AT 2245 FM 980, HUNTSVILLE, 77320, WALKER COUNTY, TEXAS.

The City Council met in a Workshop Special Session with the following:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem Strong, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember At-Large Position 3 McKenzie, Councilmember Ward 3 Antwine, Councilmember At-Large Position 4 Graham

COUNCILMEMBERS ABSENT:

OFFICERS PRESENT: Scott Swigert, City Manager; Kristy Doll, City Secretary; Robby Chapman, City Attorney

OFFICERS ABSENT:

WORKSHOP (8:00 a.m.) City of Huntsville Staff and City Council Workshop Session

Mayor Humphrey called the Workshop to order at 8:00 a.m.

DISCUSSION

- a. **City of Huntsville Staff and members of the City Council will attend and participate in a Strategic Planning Session for the City's Vision, Mission, Value Statement, and goals and objectives for 2026. There will be no formal action taken by the City Council.**

Discussion may include, but will not be limited to the following:

The City's current Vision, Mission, Value Statement, and Strategic Priorities, possible new or revised strategic priorities, current and future goals.

Vision: The City of Huntsville is a community that is beautiful, historic, culturally diverse, affordable, safe, and well-planned, with great opportunity for our citizens.

Mission: In order to maintain and enhance the quality of life and the achievement of our vision, the City of Huntsville provides, facilitates and regulates services, facilities and infrastructure for citizens, customers, visitors, businesses and state agencies, in a friendly, efficient, fair, honest and competent manner with quality and forethought.

Value Statement: Develop and implement a culture that builds and engages our organization, team and community, through the values of service, trust, accountability and respect. We commit to doing everything we do, utilizing these core beliefs.

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Strategic Priority #1, Public Safety - Create a community where all individuals feel safe and protected, where citizens trust the effectiveness of our agencies through community engagement, technologies, and best practices. We strive to promote a culture of service, prevention and partnership.

Strategic Priority #2, Economic Development - Create an economic climate for the City of Huntsville that drives development of diverse industries and sectors, providing sustainable economic growth and improved living standards.

Strategic Priority #3, Quality of Life - Establish an environment where citizens can thrive and enjoy the city in which they live. Provide services that enhance the quality of life for all, with focus on the full life cycle (children, students, families, and retirees) - by creating amenities that support physical, mental and social well-being. Support access to quality health services, education, housing, transportation, recreation and natural environment.

Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Strategic Priority #5, Engagement - Build strong relationships within our organization and community with a focus on our culture of core values as expressed in Service, Trust, Accountability and Respect. Provide a welcoming and collaborative environment that fosters mutual partnership between city government, community organizations and our residents.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 11:35 a.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: 2.a.

Agenda Item: First Reading - Consider authorizing the City Manager to enter into an agreement with Pape-Dawson for professional engineering services for the Martin Luther King Drive Street Improvement (DRRP-190-1199) Project funded by the Urban Development's Community Development Block Grant Disaster Recovery (CDBG-DR) Program.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: Move to waive the two-reading requirement and approve to authorize the City Manager to enter into an agreement with Pape-Dawson for professional engineering services for the Martin Luther King (MLK) Drive Street Improvement Project in the amount of \$607,000.00.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion:

A Request for Proposal (February 2026) process was conducted for the Martin Luther King Drive Street Improvement Project. Twelve (12) applications from Engineering Firms were received. The Evaluation Committee consisted of six (6) staff members from two (2) departments (Public Works and Engineering Department). As a result of this process, three-top rated Engineering Firms were invited for the Part II Interview/Presentation Process. The top scoring Engineering Firm, Pape-Dawson, was invited to negotiate their fee proposals.

This project will be funded by a Grant from the GLO under CDBG-DR Program in the amount of \$4,499,378.08 and the City will be responsible for a 10% match in the amount of \$450,000.00. The Request for Proposal (RFP) on Environmental Professional Services was published on April 23, 2026, and closed on May 14, 2026. The GLO contract time is from February 6, 2026 and the termination date is on January 31, 2028. In order to receive the reimbursement from GLO, the construction of this project will have to be completed, final documents submitted prior to the termination date. No extension of this contract will be allowed according to the GLO-CDR Grant Management and Environmental Staff.

The Martin Luther King Drive and 9th Street corridor currently exhibits deteriorating pavement conditions, limited pedestrian accommodations, inconsistent ADA-compliant and sidewalk coverage, and bicycle facilities. The primary goal is to rehabilitate the roadway within the current ROW while addressing curb and drainage infrastructure, along with pedestrian improvements to address safety and ADA compliance. This will enhance public safety and infrastructure resilience, and ensure the improvements are long-term and compliant with all state and federal requirements tied to the GLO funding.

After several negotiations of the Scope of Services and Fee Proposals (see attached 4 proposals), the final fee proposed by Pape-Dawson is \$607,000.00 (\$157,172.78 from Grant, and \$450,000 from the City); which includes:

Basic Services

- I. Project Management Lump Sum \$85,310.00
- II. Final Design Phase Lump Sum \$ 373,765.00
- III. Bid Phase Services Lump Sum \$9,635.00
- IV. Construction Phase Services Lump Sum \$54,925.00

Additional Services

- V. Survey Services Lump Sum \$63,071.25
- VI. Geotechnical Services Lump Sum \$17,793.75
- VII. Reimbursable/Direct Expenses Allowance \$2,500.00

Total \$607,000.00

Previous Council Action: N/A

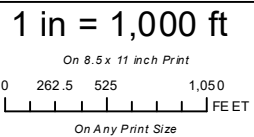
Financial Implications: \$4,499,378.08 from Grant and City will be responsible for \$450,000.00

Approvals:

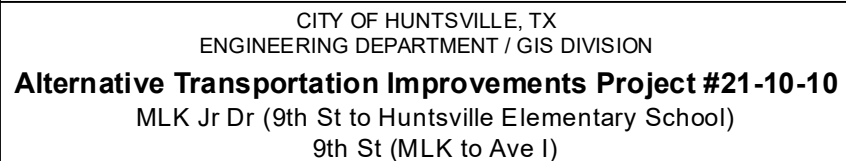
Kathlie Jeng-Bulloch
Ricardo Villagrand
Scott Swigert
Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

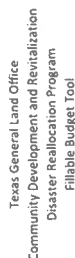
- 1. Map MLK and 9th St Sidewalks
- 2. GLO budget drop tool 5 6 2026
- 3. 260506-Huntsville_MLK_Proposal_(P0003881-026) R3_v2
- 4. 260506-Huntsville_MLK_Proposal_(P0003881-026) R3
- 5. 260505-Huntsville_MLK_Proposal_(P0003881-026) R1
- 6. 2026-0501_MLK Dr_Huntsville_Proposal_(P0003881-026) r1Original
- 7. Professional Services Agreement - DRAFT



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CREATED DATE: 3/31/2023
CITY SERVICE CENTER
148 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsville.tx.gov/gis



Engineer Fee %	4%
Protect Delivery Fee %	7%

1. To support the budget entries in TIGR, complete this fillable budget and upload it to TIGR as a supporting document.
2. Ensure the project title used on this form matches with the Project Title entered in the TIGR System for ease of identification
3. Budget details will include CDBG-DR and other funds to indicate the total project costs.
4. If a project does not require funds in one or more category, the entry should indicate “\$0.00”
5. PDF the fillable budget and save using the Naming Convention when saving it: [ApplicationName]-DRRP-[CDR17-4digits]_ProjBudget
6. Reference Section 4.3.1 of the DRRP Infrastructure Application Guide for information on preparing an application budget.
7. Ensure the costs associated with engineering and project delivery are within the caps set forth in 4.4.5 of the DRRP Infrastructure Application Guide.

[illegible]

May 4, 2026

(Revision 1 – May 4, 2026)

(Revision 2 – May 5, 2026)

(Revision 3 – May 6, 2026)

Dr. Kathlie S. Jeng-Bulloch, P.E., D.WRE, CFM
City of Huntsville
448 SH 75 North
Huntsville, Texas 77320

Via Email: kjengbulloch@huntsvilletx.gov

Re: Martin Luther King Drive Street Improvement DRRP-190-1199 (RFQ NO. 26-11)
Civil Engineering Services
City of Huntsville, Harris County, Texas

Dear Dr. Jeng-Bulloch:

We are pleased to present this proposal for providing civil engineering services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

PROJECT UNDERSTANDING

The City of Huntsville (City) Martin Luther King (MLK) Drive and 9th Street project corridor currently exhibits deteriorating pavement conditions, limited pedestrian accommodations, and inconsistent ADA-compliant facilities. The total project length is approximately 4,500 linear feet, located within an urbanized area characterized by residential neighborhoods, schools, and community facilities. The proposed improvements involve the rehabilitation of deficient roadway infrastructure while enhancing safety, accessibility, and multi-modal connectivity within an established urban corridor.

MLK Drive and 9th Street are existing two-lane urban roadways that currently lack continuous, safe, and ADA-compliant pedestrian and bicycle facilities. Pavement conditions indicate the need for rehabilitation to restore structural integrity and ride quality. Sidewalk coverage is inconsistent, pedestrian crossings are limited, and bicycle accommodations are absent. Curb and drainage infrastructure also require rehabilitation to improve roadway function and longevity. Engineering analyses and design will look to maximize improvements within the existing Huntsville right-of-way, while accommodating known funding and schedule, and avoiding the known utility conflicts as best possible within the design to reduce adjustment time frames. Drainage infrastructure is to be improved with no additional mitigation outside of existing project limits.

The primary goal is to rehabilitate the roadway within the current right-of-way while addressing curb and drainage infrastructure, along with pedestrian improvements to address safety and ADA compliance. This will enhance public safety and infrastructure resilience, and ensure the improvements are long-term and compliant with all state and federal requirements tied to the GLO funding.

Special consideration is to be taken along project limits involving historical landmarks, the Sam Houston's Gravesite, and adjacent cemetery site(s), both environmentally and constructability-wise.

PROJECT SCOPE

Pape-Dawson to provide project management, surveying, geotechnical, utility coordination, engineering design, bid phase, and construction phase services for street and pedestrian infrastructure improvements along MLK Drive & 9th Street, as identified in the Request for Qualifications for Engineering Services (RFQ No. 26-11). This project is funded in whole or in part by a grant from the Texas General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program, administered by the U.S. Department of Housing and Urban Development (HUD).

Basic Design Services (Construction Drawings, Technical Specs, preparation of Front-End Contract Documents, Bidding Documents), Additional Services, Bid Phase Services, and Construction Phase Services as detailed below.

BASIC SERVICES

I. PROJECT MANAGEMENT

This item represents an allowance and allotment to account for time not specifically required for design purposes:

- Preparation of exhibits for marketing, permitting, etc., as requested
- Coordinate project team to meet and schedule deliverables
- Attend project kick-off meeting (in person) and Final Design Phase progress meetings (virtual). Proposal allows eight (8) final design progress meetings. Prepare and distribute meeting minutes.
- Coordination and status reporting with the client and other stakeholders
- Includes two (2) site visits (Final Design Phase only) with client and/or client representatives and stakeholders
- Provide exhibits to facilitate design concepts, presentations, and owner decisions
- Participation in any public meeting as required for project presentation, one (1) maximum
- Coordination with Entergy, local stakeholders, and local community facilities (schools, places of worship, etc.)
- Environmental support of the City and grant administrator in preparing documentation for environmental review and permitting. This includes identifying necessary regulatory approvals and coordinating with State and Federal agencies.

II. FINAL DESIGN

- Request facility maps from local dry utility companies for conflicts, review facilities within the project area, produce utility conflict tables, and coordinate conflict resolution or relocation.
- Plan Development
 - Produce 60% PS&E Documents for City Review
 - 60% Plan Set (plan set sized as 22"x34")
 - Cover sheet, Notes, and Sheet Index
 - Overall Project Layouts

- Plan and Profiles (assume 13 sheets with 1":40' horizontal scale)
- City's standard Detail Sheets
- Special details sheet
- Traffic Control Overall Phasing Layout
- Traffic Control Typical Sections
- Detour Routes and Special Details
- SWPPP Layouts with Details
- Engineer's Opinion of Probable Construction Cost
- Submittal documents submitted as PDF.
- Produce 90% PSE Documents for City Review
 - Attend the 60% Submittal Review meeting with City staff and produce meeting minutes
 - Revise PSE documents per comments received from 60% submittal
 - Project Manual with City's front-end documents, bid form, and bid specifications.
 - Updates to the Engineer's Opinion of Probable Construction Cost
 - Submittal documents submitted as PDF.
- Produce 100% PSE Documents for City Review
 - Attend 90% submittal review meeting with City staff and produce meeting minutes
 - Review and revise PSE documents per comments from 90% submittal review meeting
 - Produce plan sets for final review
 - Review and revise PSE documents per comments from Final meeting and submit a signed/sealed bid set for the City Engineer's signature
 - Submittal documents submitted as PDF.
- Bid set and final bid documents to be signed by EOR (signed and sealed documents to be submitted as PDF)
- Utility Coordination
 - Overall project management and coordination with the project team, status reporting, and quality assurance/quality control throughout the duration of utility work.
 - Preparation of project notices, maintaining a utility contact list, collecting and reviewing record drawings, and leading utility coordination meetings at key design milestones.
 - Development and maintenance of the utility conflict matrix, preparing utility layout sheets, and coordinating SUE information to support design development to identify potential utility conflicts early and provide the project team with clear documentation for design decisions and utility adjustment needs.
 - Maintenance of the utility relocation plan and schedule, updating the utility conflict matrix and layouts, and participating in progress meetings related to relocations.

III. BID PHASE

This task includes the following:

- Provide electronic copies of the bid-ready plans and project manual to the City's Project Manager for bidding.
- Attend pre-bid meeting and produce meeting minutes
- Respond to Bidder questions and issue Addenda as necessary
- Attend Bid Opening and produce bid tabulation sheet
- Prepare and submit Recommendation of Award Letter, check references as necessary
- Attend City Council meeting for Recommendation for Award of Contract for Construction
- Prepare 5 hard copies of the addenda posted construction plan sets (full size) and project manual for the distribution to the awarded Contractor and the City

IV. CONSTRUCTION PHASE

- Construction Phase Services
 - Attend a pre-construction meeting with the contractor selected by City
 - Assist in preparation/review of construction contract
 - Provide an electronic PDF set of Addenda, posted plans, and project manual for team distribution. (fully executed)
 - Conduct monthly construction progress meetings (assume 8) and prepare copies of report/minutes (coincides with monthly site visits)
 - Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to City (includes Contractor's submitted bypass pumping plans)
 - Review pay estimates that have previously been reviewed by City Staff. Sign and return a copy for documentation (quantity verification not included with pay estimate review).
 - Respond to inquiries by City staff on an as-needed basis
 - Attend meetings as requested by City staff
- Construction Observation
 - Engineer to provide periodic on-site field visits, no less than monthly during the construction, to observe construction status and quality of work, and review general conformance of construction to the engineer's plans (coincides with monthly progress meetings)
 - Conduct substantial/final inspections. Prepare master punch list developed in conjunction with City Staff
- Project Closeout Assistance
 - Coordinate City punch list items with contractor
 - Prepare and provide final acceptance letter and start of one year maintenance period letter
 - Produce Record Drawings and provide in electronic format (PDF) and shape files compatible with City GIS

ADDITIONAL SERVICES

V. SURVEY SERVICES

This scope, provided by Landtech, Inc., includes the performance of a Topographic Survey and CAD services according to the City of Huntsville specifications, including the following tasks:

- Provide survey control map. Survey control will be based on the City of Huntsville monumentation system.
- Submit a Texas811 buried utility locate request ticket and survey resulting paint marks and flags.
- Survey visible surface features within the project limits. Collect cross sections every 100 feet within the project limits. Surveys will extend 100 feet along intersecting roadways.
- Surveys will generally extend 10'-20' outside the ROW, but Landtech will not enter fenced yards.
- Establish existing ROW lines within the project limits. Separate ROW mapping is not included.
- Preparation of CAD plan and profile strip map of the field survey data along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. Perform record research at public and private utility agencies.

Note: Fee includes 10% engineering mark-up.

VI. GEOTECHNICAL SERVICES

This scope, provided by Geotest Engineering, Inc., includes conducting a geotechnical investigation to develop an accurate and comprehensive design for the replacement of the City's existing MLK & 9th Street roadway system. The field investigation will include a total of nine (9) 10-foot borings to evaluate the subsurface soil and groundwater conditions as highlighted in the attached proposal exhibit(s).

- **Field Investigation**
 - Call Texas 811 and coordinate with utility locators to get areas for the proposed borings cleared.
 - Perform pavement coring to verify the existing pavement and to assess the subsurface soils.
 - Drill and sample a total of nine (9) 10-foot borings along the proposed alignment.
 - The approximate boring locations are presented in Figure 1, Proposed Plan of Borings.
 - Grout the borings with cement bentonite grout and patch the surface.

- **Laboratory Testing**

- Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils' physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.

- **Engineering Analyses and Reporting**

- The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided.
- Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed roadway.
- One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. An electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

As the proposed project is within public ROW, the above scope of work is intended to provide compliance with the ACT.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *No subsurface utility exploration services are included herein.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No Grant management and compliance coordination is included herein.*
- ◆ *No value engineering is included herein.*
- ◆ *No structural design is included herein.*
- ◆ *Assumes no detailed flood studies or detention pond mitigation are required.*
- ◆ *Design and plans for the relocation of utilities are not included.*
- ◆ *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*
- ◆ *Landscape plans, irrigation plans, and illumination plans are not anticipated to be required and therefore are not included.*
- ◆ *Detailed Retaining wall design is not included in this scope of work. If a retaining wall is needed, additional service will be required.*
- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*

- ◆ *Any required archaeological fieldwork to be covered under a supplemental scope and fee.*
- ◆ *If U.S. Army Corps of Engineers (USACE) regulatory compliance under Section 404 or Section 408 is, additional cultural resources investigation may be required. If needed, investigations under Section 106 of the NHPA to be coordinated with the USACE regulatory archaeologist under a supplemental scope and fee.*
- ◆ *In addition, projects with the potential to impact human remains and/or graves must comply with the Texas Health and Safety Code (Chapters 711 to 715) and Texas Code of Criminal Procedure ([TCCP] Chapter 49 Subchapter A Article 49).*

DESIGN CRITERIA

All design work is to be completed as per the City of Huntsville Engineering Design Criteria and applicable/accepted design standards.

SUMMARY OF SCOPE AND FEES

BASIC SERVICES

I.	Project Management	Lump Sum	\$85,310.00
II.	Final Design Phase	Lump Sum	\$373,765.00
III.	Bid Phase Services	Lump Sum	\$9,635.00
IV.	Construction Phase Services	Lump Sum	\$54,925.00

ADDITIONAL SERVICES

V.	Survey Services		
	A. Boundary Maps, Topographic Survey & CAD	Lump Sum	\$63,071.25
VI.	Geotechnical Services		
	A. Geotechnical Testing and Report	Lump Sum	\$17,793.75
VII.	Reimbursable/Direct Expenses	Allowance	2,500.00

Total Engineering Budget \$607,000.00

QUALITY ASSURANCE

Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client's expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance, or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$607,000** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

SCHEDULE

Attached to this proposal is a project schedule with assumed Notice to Proceed date. Schedule is subject to change based on City issuing Notice to Proceed.

AGREEMENT

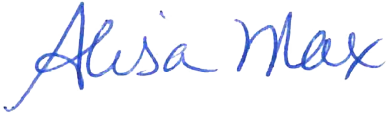
The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

CITY OF HUNTSVILLE



Alisa Max, P.E., ENV SP
Vice President

Signature: _____

Name: _____

Title: _____

Date: _____



Dustin O'Neal, P.E.
Managing Principal, Houston

**CITY OF HUNTSVILLE
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

Phone: _____

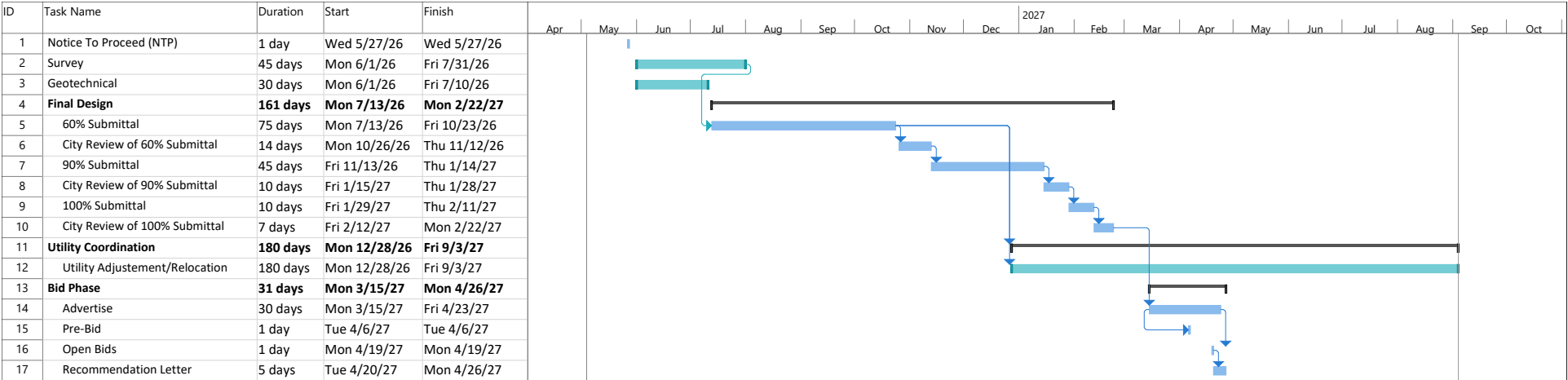
Email: _____

Attachments

- Engineering Fee Breakdown
- Project Schedule
- Surveying Services Proposal
- Geotechnical Services Proposal
- Terms and Conditions

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Page 53 of 182



Project: MLK_Huntsville_CDBG
Date: Mon 5/4/26

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Page 1

May 4, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Senior Project Manager
Pape-Dawson
2107 Citywest Blvd
Houston, Texas 77042

Re: City of Huntsville – Martin Luther King Drive and 9th Street

Dear Mr. Baskin:

It is my pleasure to submit the following proposal to provide professional surveying services for the project referenced above. The project location is along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. The scope of work and associated fee are as follows:

Landtech will perform a Topographic Survey according to the City of Huntsville specifications including the following tasks:

1. Provide survey control map. Survey control will be based on the City of Huntsville monumentation system.
2. Submit a Texas811 buried utility locate request ticket and survey resulting paint marks and flags.
3. Survey visible surface features within the project limits. Collect cross sections every 100 feet within the project limits. Surveys will extend 100 feet along intersecting roadways. Surveys will generally extend 10'-20' outside the ROW, but Landtech will not enter fenced yards.
4. Establish existing ROW lines within the project limits. Separate ROW mapping is not included.

Project Lengths:

	Intersections	Length (ft)	Direction
9th Street		1300	
	9th St	100	W
	Sam Houston Mem. Dr	200	N, S
	Avenue H	100	S
	MLK Dr	100	S
MLK Drive		3950	
	9th St	100	E
	8th St	100	W
	7th St	100	W
	7th St	100	E
	6th St	100	W
	Thomason St	100	W
	Nance Cir	100	W
	3rd St	100	E
	2nd St	100	E
	1st St	100	E
	1st St	100	W
	Essex Blvd	100	W
	Total Project Length =	6950	feet

Surveys will be performed for a Total Lump Sum Fee of \$34,750.00.

Thank you for the opportunity to submit this proposal.

Sincerely,



Dennis Chalaire, RPLS
Vice President

City of Huntsville – MLK Drive & 9th Street – Survey 2026-5-4_revised.doc

May 4, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Senior Project Manager
Pape-Dawson
2107 Citywest Blvd
Houston, Texas 77042

Re: City of Huntsville – Martin Luther King Drive and 9th Street

Dear Mr. Baskin:

It is my pleasure to submit the following proposal for providing professional surveying services for the project referenced above. The scope of work and associated fee are as follows:

Preparation of CAD plan and profile strip map of the field survey data along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. Perform record research at public and private utility agencies.

6,950 feet x \$3.25/ft = \$22,587.50

Thank you for the opportunity to submit this proposal.

Sincerely,



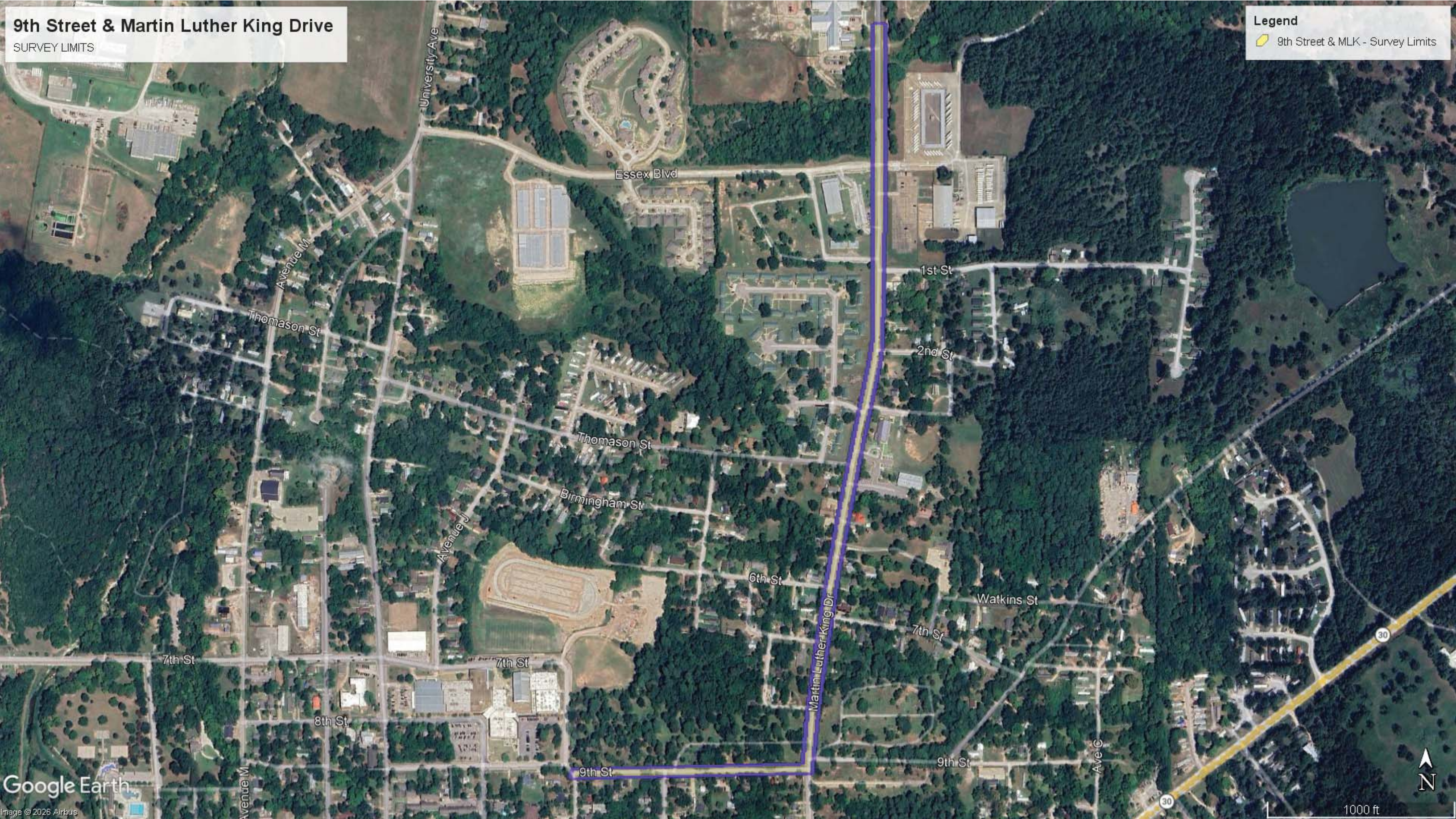
Dennis Chalaire, RPLS
Vice President

City of Huntsville – MLK Drive & 9th Street – CAD 2026-5-4_revised.doc

9th Street & Martin Luther King Drive
SURVEY LIMITS

Legend

 9th Street & MLK - Survey Limits





GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140756799

April 30, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Sr. Project Manager
Pape-Dawson
2107 CityWest Blvd Third Floor,
Houston, TX 77042

**Re: Proposal for Geotechnical Investigation
MLK Blvd and 9th Street Reconstruction
City of Huntsville, Texas**

Dear Mr. Baskin:

As per our discussions and e-mail provided on April 29, 2026, Geotest Engineering, Inc. (Geotest) is pleased to submit this proposal. The scope of the project includes reconstruction of existing pavement along 9th street from Sam Houston Memorial Drive to MLK Drive and along MLK Drive from 9th Street to Essex Blvd City of Huntsville, Texas. The proposed pavement will be either asphalt or concrete. No proposed pipelines (utilities) are proposed along the roadway.

The purposes of this investigation are to evaluate the soil and water level conditions along the project alignment and to provide geotechnical recommendations for proposed pavement replacement. Based on the information provided to us on April 29, 2026, the scope of this study will consist of the following:

- Call Texas 811 and coordinate with utility locators to get areas for the proposed borings cleared.
- Perform pavement coring to verify the existing pavement and to access the subsurface soils.
- Drill and sample a total of nine (9) 10-foot borings along the proposed alignment. The approximate boring locations are presented on Figure 1, Plan of Borings.
- Grout the borings with cement bentonite grout and patch the surface.
- Perform appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the proposed pavement (asphalt and concrete) including subgrade preparation.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

It is our understanding that your surveyors will tie-in our borings after completion of the drilling.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization. It is estimated that the fieldwork will be completed in about two (2) weeks barring bad weather. The laboratory tests will be completed in about four (4) weeks. A geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after receiving your authorization.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$16,214.00. The cost breakdown is given in Attachment No. 1. The invoices will be billed on a lumpsum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to propose this project. We hope that this proposal meets with your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Very truly yours,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Sr. Project Manager

Copies Submitted: (1-PDF)
Enclosure: Attachment No. 1 – Cost Breakdown
PC38\Geotechnical Proposals\1140756799.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

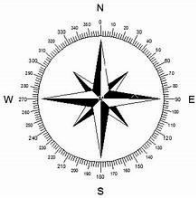
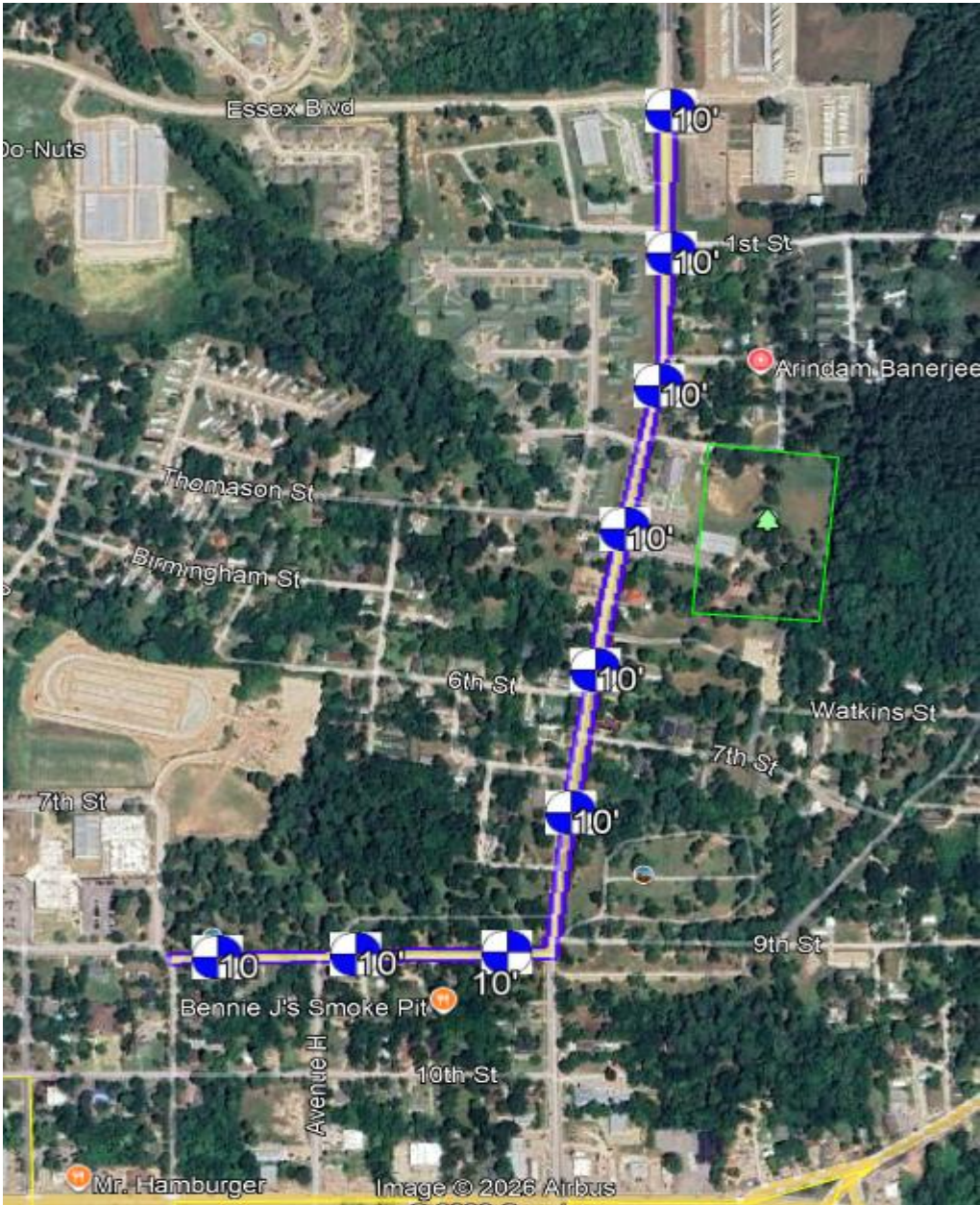
DATE: _____

**ATTACHMENT NO. 1
COST BREAKDOWN**

**MLK and 9th Street
City of Huntsville, Texas**

Proposal No. 1140756799

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Cost</u>
Field Investigation				
Mob and Demob of Tuck Mounted Drilling Rig and Drilling	1	Min	\$1,400.00	\$1,400.00
Drilling and Sampling	90	ft.	\$28.00	\$2,520.00
Field Coordination and Utility Clearance for Boring Locations	14	hrs	\$96.00	\$1,344.00
Vehicle Charge (marking borings and logging)	9	hrs	\$13.00	\$117.00
Concrete Coring	9	ea	\$135.00	\$1,215.00
Cement Bentonite Grout	90	ft.	\$12.00	\$1,080.00
Traffic Control	1	day	\$1,600.00	\$1,600.00
			Subtotal	\$9,276.00
Laboratory Testing				
Liquid and Plastic Limit	10	ea.	\$76.00	\$760.00
Sieve Analysis through No. 200 sieve	1	ea.	\$55.00	\$55.00
Moisture Content	45	ea.	\$12.00	\$540.00
Percent Passing No. 200 sieve	3	ea.	\$46.00	\$138.00
			Subtotal	\$1,493.00
Engineering Analyses				
Sr. Project Manager	2	hr.	\$250.00	\$500.00
Project Engineer	5	hr.	\$165.00	\$825.00
Staff Engineer	28	hr.	\$130.00	\$3,640.00
Support Personnel (Drafting, Word Processing)	5	hr.	\$96.00	\$480.00
				\$5,445.00
			Total Cost	\$16,214.00



PROPOSED PLAN OF BORINGS

Legend	Geotest Engineering, Inc
 Boring	MLK and 9 th Street Reconstruction City of Huntsville, Texas

PAPE-DAWSON CONSULTING ENGINEERS, LLC
RE: CITY OF HUNTSVILLE – MARTIN LUTHER KING DRIVE STREET IMPROVEMENT DRRP-190-1199 (the “Project”)
TERMS AND CONDITIONS

PAPE-DAWSON CONSULTING ENGINEERS, LLC, a Texas limited liability company, 2000 NW Loop 410, San Antonio, Texas 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to CITY OF HUNTSVILLE, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

2.4 Engineer shall comply with all applicable state and federal requirements, including, but not limited to, the State and Federal Regulations attached hereto as Exhibit "A" and incorporated herein by reference.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to the Services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the

Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should any of the individual tasks or services set out in the Proposal not be initiated within twelve (12) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for any such tasks or services not yet initiated.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal. Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for

damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 Ownership of Documents. All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments of service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 Laboratory Services. In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 Changed Conditions. The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 Opinions of Cost. Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 Construction Observation. If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally

familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 Subconsultants. Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

5.12 Access to Records. Engineer shall comply with 2 C.F.R. § 200.337 and provide Client, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, United States Department of Homeland Security, United States Department of Housing and Urban Development, the FEMA Administrator, the State of Texas, and the Texas General Land Office or any of their authorized representatives access, during normal business hours, to books and records which are directly pertinent to this Agreement for the purposes of making and responding to audits, examinations, excerpts, and transcriptions and allow copies to be made of said books and records. The right also includes timely and reasonable access to the Engineer's personnel for the purpose of interview and discussion related to the books and records.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 Compensation of Services. Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

Compensation. Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

Payments. Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 Sales and Use Tax. Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the

establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for Services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client. Engineer is not an agent or partner of or participant in a joint venture with Client for any purpose.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and

subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations,

plans, specifications, or professional advice. Engineer shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer (the "Standard of Care"). Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Engineers & Land Surveyors, 1917 S. Interstate 35, Austin, TX 78741.

EXHIBIT A

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

EXHIBIT A

	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
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	Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-	2 CFR 200 APPENDIX II (D)

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	Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200

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		APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award -related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient.	2 CFR 200.334

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	Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and	Texas Government Code 2271

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	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

May 4, 2026
(Revised May 5, 2026)
(Revised May 6, 2026)

Dr. Kathlie S. Jeng-Bullock, P.E., D.WRE, CFM
City of Huntsville
448 SH 75 North
Huntsville, Texas 77320

Via Email: kjengbulloch@huntsvilletx.gov

Re: Martin Luther King Drive Street Improvement DRRP-190-1199 (RFQ NO. 26-11)
Civil Engineering Services
City of Huntsville, Harris County, Texas

Dear Dr. Jeng-Bullock:

We are pleased to present this proposal for providing civil engineering services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

PROJECT UNDERSTANDING

The City of Huntsville (City) Martin Luther King (MLK) Drive and 9th Street project corridor currently exhibits deteriorating pavement conditions, limited pedestrian accommodations, and inconsistent ADA-compliant facilities. The total project length is approximately 4,500 linear feet, located within an urbanized area characterized by residential neighborhoods, schools, and community facilities. The proposed improvements involve the rehabilitation of deficient roadway infrastructure while enhancing safety, accessibility, and multi-modal connectivity within an established urban corridor.

MLK Drive and 9th Street are existing two-lane urban roadways that currently lack continuous, safe, and ADA-compliant pedestrian and bicycle facilities. Pavement conditions indicate the need for rehabilitation to restore structural integrity and ride quality. Sidewalk coverage is inconsistent, pedestrian crossings are limited, and bicycle accommodations are absent. Curb and drainage infrastructure also require rehabilitation to improve roadway function and longevity. Engineering analyses and design will look to maximize improvements within the existing Huntsville right-of-way, while accommodating known funding and schedule, and avoiding the known utility conflicts as best possible within the design to reduce adjustment time frames. Drainage infrastructure is to be improved with no additional mitigation outside of existing project limits.

The primary goal is to rehabilitate the roadway within the current right-of-way while addressing curb and drainage infrastructure, along with pedestrian improvements to address safety and ADA compliance. This will enhance public safety and infrastructure resilience, and ensure the improvements are long-term and compliant with all state and federal requirements tied to the GLO funding.

Special consideration is to be taken along project limits involving historical landmarks, the Sam Houston's Gravesite, and adjacent cemetery site(s), both environmentally and constructability-wise.

PROJECT SCOPE

Pape-Dawson to provide project management, surveying, geotechnical, utility coordination, engineering design, bid phase, and construction phase services for street and pedestrian infrastructure improvements along MLK Drive & 9th Street, as identified in the Request for Qualifications for Engineering Services (RFQ No. 26-11). This project is funded in whole or in part by a grant from the Texas General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program, administered by the U.S. Department of Housing and Urban Development (HUD).

Basic Design Services (Construction Drawings, Technical Specs, preparation of Front-End Contract Documents, Bidding Documents), Additional Services, Bid Phase Services, and Construction Phase Services as detailed below.

BASIC SERVICES

I. PROJECT MANAGEMENT

This item represents an allowance and allotment to account for time not specifically required for design purposes:

- Preparation of exhibits for marketing, permitting, etc., as requested
- Coordinate project team to meet and schedule deliverables
- Attend project kick-off meeting (in person) and Final Design Phase progress meetings (virtual). Proposal allows eight (8) final design progress meetings. Prepare and distribute meeting minutes.
- Coordination and status reporting with the client and other stakeholders
- Includes two (2) site visits (Final Design Phase only) with client and/or client representatives and stakeholders
- Provide exhibits to facilitate design concepts, presentations, and owner decisions
- Participation in any public meeting as required for project presentation, one (1) maximum
- Coordination with Entergy, local stakeholders, and local community facilities (schools, places of worship, etc.)
- Environmental support of the City and grant administrator in preparing documentation for environmental review and permitting. This includes identifying necessary regulatory approvals and coordinating with State and Federal agencies.

II. FINAL DESIGN

- Request facility maps from local dry utility companies for conflicts, review facilities within the project area, produce utility conflict tables, and coordinate conflict resolution or relocation.
- Plan Development
 - Produce 60% PS&E Documents for City Review
 - 60% Plan Set (plan set sized as 22"x34")
 - Cover sheet, Notes, and Sheet Index

- Overall Project Layouts
- Plan and Profiles (assume 13 sheets with 1":40' horizontal scale)
- City's standard Detail Sheets
- Special details sheet
- Traffic Control Overall Phasing Layout
- Traffic Control Typical Sections
- Detour Routes and Special Details
- SWPPP Layouts with Details
- Engineer's Opinion of Probable Construction Cost
- Submittal documents submitted as PDF.
- Produce 90% PSE Documents for City Review
 - Attend the 60% Submittal Review meeting with City staff and produce meeting minutes
 - Revise PSE documents per comments received from 60% submittal
 - Project Manual with City's front-end documents, bid form, and bid specifications.
 - Updates to the Engineer's Opinion of Probable Construction Cost
 - Submittal documents submitted as PDF.
- Produce 100% PSE Documents for City Review
 - Attend 90% submittal review meeting with City staff and produce meeting minutes
 - Review and revise PSE documents per comments from 90% submittal review meeting
 - Produce plan sets for final review
 - Review and revise PSE documents per comments from Final meeting and submit a signed/sealed bid set for the City Engineer's signature
 - Submittal documents submitted as PDF.
- Bid set and final bid documents to be signed by EOR (signed and sealed documents to be submitted as PDF)
- Utility Coordination
 - Overall project management and coordination with the project team, status reporting, and quality assurance/quality control throughout the duration of utility work.
 - Preparation of project notices, maintaining a utility contact list, collecting and reviewing record drawings, and leading utility coordination meetings at key design milestones.
 - Development and maintenance of the utility conflict matrix, preparing utility layout sheets, and coordinating SUE information to support design development to identify potential utility conflicts early and provide the project team with clear documentation for design decisions and utility adjustment needs.
 - Maintenance of the utility relocation plan and schedule, updating the utility conflict matrix and layouts, and participating in progress meetings related to relocations.

III. BID PHASE

This task includes the following:

- Provide electronic copies of the bid-ready plans and project manual to the City's Project Manager for bidding.
- Attend pre-bid meeting and produce meeting minutes
- Respond to Bidder questions and issue Addenda as necessary
- Attend Bid Opening and produce bid tabulation sheet
- Prepare and submit Recommendation of Award Letter, check references as necessary
- Attend City Council meeting for Recommendation for Award of Contract for Construction
- Prepare 5 hard copies of the addenda posted construction plan sets (full size) and project manual for the distribution to the awarded Contractor and the City

IV. CONSTRUCTION PHASE

- Construction Phase Services
 - Attend a pre-construction meeting with the contractor selected by City
 - Assist in preparation/review of construction contract
 - Provide an electronic PDF set of Addenda, posted plans, and project manual for team distribution. (fully executed)
 - Conduct monthly construction progress meetings (assume 8) and prepare copies of report/minutes (coincides with monthly site visits)
 - Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to City (includes Contractor's submitted bypass pumping plans)
 - Review pay estimates that have previously been reviewed by City Staff. Sign and return a copy for documentation (quantity verification not included with pay estimate review).
 - Respond to inquiries by City staff on an as-needed basis
 - Attend meetings as requested by City staff
- Construction Observation
 - Engineer to provide periodic on-site field visits, no less than monthly during the construction, to observe construction status and quality of work, and review general conformance of construction to the engineer's plans (coincides with monthly progress meetings)
 - Conduct substantial/final inspections. Prepare master punch list developed in conjunction with City Staff
- Project Closeout Assistance
 - Coordinate City punch list items with contractor
 - Prepare and provide final acceptance letter and start of one year maintenance period letter
 - Produce Record Drawings and provide in electronic format (PDF) and

shape files compatible with City GIS

ADDITIONAL SERVICES

V. SURVEY SERVICES

This scope, provided by Landtech, Inc., includes the performance of a Topographic Survey and CAD services according to the City of Huntsville specifications, including the following tasks:

- Provide survey control map. Survey control will be based on the City of Huntsville monumentation system.
- Submit a Texas811 buried utility locate request ticket and survey resulting paint marks and flags.
- Survey visible surface features within the project limits. Collect cross sections every 100 feet within the project limits. Surveys will extend 100 feet along intersecting roadways.
- Surveys will generally extend 10'-20' outside the ROW, but Landtech will not enter fenced yards.
- Establish existing ROW lines within the project limits. Separate ROW mapping is not included.
- Preparation of CAD plan and profile strip map of the field survey data along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. Perform record research at public and private utility agencies.

Note: Fee includes 10% engineering mark-up.

VI. GEOTECHNICAL SERVICES

This scope, provided by Geotest Engineering, Inc., includes conducting a geotechnical investigation to develop an accurate and comprehensive design for the replacement of the City's existing MLK & 9th Street roadway system. The field investigation will include a total of nine (9) 10-foot borings to evaluate the subsurface soil and groundwater conditions as highlighted in the attached proposal exhibit(s).

- **Field Investigation**
 - Call Texas 811 and coordinate with utility locators to get areas for the proposed borings cleared.
 - Perform pavement coring to verify the existing pavement and to assess the subsurface soils.
 - Drill and sample a total of nine (9) 10-foot borings along the proposed alignment.
 - The approximate boring locations are presented in Figure 1, Proposed Plan of Borings.

- Grout the borings with cement bentonite grout and patch the surface.
- **Laboratory Testing**
 - Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils' physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.
- **Engineering Analyses and Reporting**
 - The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided.
 - Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed roadway.
 - One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. An electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

As the proposed project is within public ROW, the above scope of work is intended to provide compliance with the ACT.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *No subsurface utility exploration services are included herein.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No Grant management and compliance coordination is included herein.*
- ◆ *No value engineering is included herein.*
- ◆ *No structural design is included herein.*
- ◆ *Assumes no detailed flood studies or detention pond mitigation are required.*
- ◆ *Design and plans for the relocation of utilities are not included.*
- ◆ *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*
- ◆ *Landscape plans, irrigation plans, and illumination plans are not anticipated to be required and therefore are not included.*
- ◆ *Detailed Retaining wall design is not included in this scope of work. If a retaining wall is needed, additional service will be required.*
- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*

- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- ◆ *Any required archaeological fieldwork to be covered under a supplemental scope and fee.*
- ◆ *If U.S. Army Corps of Engineers (USACE) regulatory compliance under Section 404 or Section 408 is, additional cultural resources investigation may be required. If needed, investigations under Section 106 of the NHPA to be coordinated with the USACE regulatory archaeologist under a supplemental scope and fee.*
- ◆ *In addition, projects with the potential to impact human remains and/or graves must comply with the Texas Health and Safety Code (Chapters 711 to 715) and Texas Code of Criminal Procedure ([TCCP] Chapter 49 Subchapter A Article 49).*

DESIGN CRITERIA

All design work is to be completed as per the City of Huntsville Engineering Design Criteria and applicable/accepted design standards.

SUMMARY OF SCOPE AND FEES

BASIC SERVICES

I.	Project Management	Lump Sum	\$85,310.00
II.	Final Design Phase	Lump Sum	\$374,565.00
III.	Bid Phase Services	Lump Sum	\$9,635.00
IV.	Construction Phase Services	Lump Sum	\$54,925.00

ADDITIONAL SERVICES

V.	Survey Services		
	A. Boundary Maps, Topographic Survey & CAD	Lump Sum	\$63,071.25
VI.	Geotechnical Services		
	A. Geotechnical Testing and Report	Lump Sum	\$17,835.40
VII.	Reimbursable/Direct Expenses	Allowance	2,500.00
Total Engineering Budget			\$607,841.65

QUALITY ASSURANCE

Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client's expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance, or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$607,841.65** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

SCHEDULE

Attached to this proposal is a project schedule with assumed Notice to Proceed date. Schedule is subject to change based on City issuing Notice to Proceed.

AGREEMENT

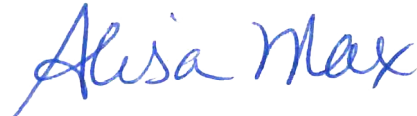
The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

CITY OF HUNTSVILLE



Alisa Max, P.E., ENV SP
Vice President

Signature: _____

Name: _____

Title: _____

Date: _____



Dustin O'Neal, P.E.
Managing Principal, Houston

**CITY OF HUNTSVILLE
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

Phone: _____

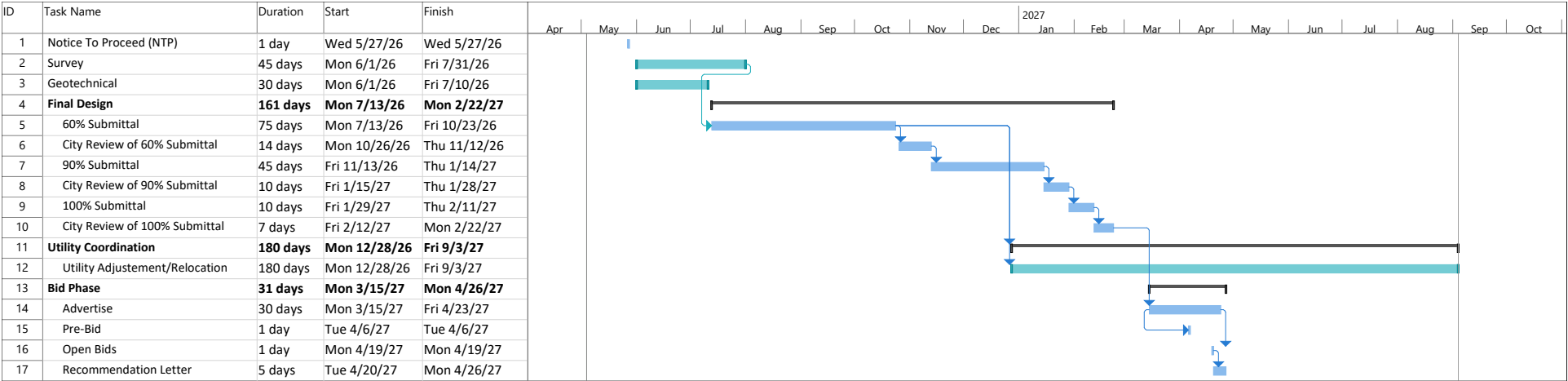
Email: _____

Attachments

- Engineering Fee Breakdown
- Project Schedule
- Surveying Services Proposal
- Geotechnical Services Proposal
- Terms and Conditions

O:\Marketing\Proposals\Letters\2026\05\260501 (P0003881-026) R2.docx

DRRP-190-1199															DATE 5/6/2026					
(RFQ NO. 26-11) – Civil Engineering Services	A. MAX	M. BASKIN	M. ELAHMAD	K. MAHON	D. HAYS	J. GARCIA	T. DUNCAN	E. DINH	C. PEREZ	T. FREDERICK	T. DUBE	S. WILCOX	O. BLACK	-	Prime	Sub-Total	Subconsultant	Subconsultant	Subconsultant	Total Budget
	PRIN-IN-CHARGE	PROJ. MGR	CON. REVIEW/CEI	QA/QC	GRANTS COORD.	TRANS. DESIGN	TRAFFIC	EIT	UTILITY COORD.	UTILITY COORD.	ADA COMPL.	DRAINAGE	CAD DRAFTER	ADMIN	SURVEY		GEOTECH	10% Coord.		
RAW RATE	\$390.00	\$315.00	\$350.00	\$270.00	\$270.00	\$240.00	\$380.00	\$160.00	\$190.00	\$380.00	\$380.00	\$390.00	\$160.00	\$140.00						
	\$103.17	\$83.33	\$92.59	\$71.43	\$71.43	\$63.49	\$100.53	\$42.33	\$50.26	\$100.53	\$100.53	\$103.17	\$42.33	\$37.04						
BASIC SERVICES																				
Project Management																				
1 Project Management	6	90				40									10	\$41,690				\$41,690.00
2 Attend Kick Off/Design Phase Progress Meetings and Prepare Meeting Minutes	4	8				4									2	\$5,320				\$5,320.00
3 Site Visits during Final Design Phase (assume 2)		12														\$3,780				\$3,780.00
4 Coord. with Entergy, local stakeholders, and local community facilities		40				8		6							2	\$15,760				\$15,760.00
5 Preparation of Exhibits		6				8		6								\$4,770				\$4,770.00
6 Public Meeting or Townhall (assume 1)	4	6				6									2	\$5,170				\$5,170.00
7 Environmental Support	6	12			10											\$8,820				\$8,820.00
																\$0				\$0.00
																\$0				\$0.00
																\$0				\$0.00
																\$0				\$0.00
Hours Subtotal	20	174	0	0	10	66	0	12	0	0	0	0	0	16						
Project Management SUBTOTAL	\$ 7,800	\$ 54,810	\$ 0	\$ -	\$ 2,700	\$ 15,840	\$ 0	\$ 1,920	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,240	\$ 85,310.00					\$85,310.00
Engineering Design																				
1 Prepare 60%, 90%, and 100% Plan Set																\$0				\$0.00
1.1 Cover Sheet, Notes, and Sheet Index		2						4								\$1,270				\$1,270.00
1.2 Overall Layouts (assume 2 sheets)		2				2		10					20			\$5,910				\$5,910.00
2 Plan and Profiles (assume 13 sheets at 40 scale)		60				120	10	300					360			\$157,100				\$157,100.00
2.1 TCP incl. Detour Routes (1 overall, 3 typicals, and 3 detours)		2				12		24					36			\$13,110				\$13,110.00
2.2 Standard Details		1				1		4					4			\$1,835				\$1,835.00
2.3 Special details		2				4		20					30			\$9,590				\$9,590.00
2.4 SWPPP Plan Sheets and Details (assume 2 layouts and 1 detail sheet)		1														\$315				\$315.00
1 Prepare 60% PSE Submittal																\$0				\$0.00
1.1 Plan Set	2	12				20	2	20					20			\$16,520				\$16,520.00
1.2 OPCC		1														\$315				\$315.00
1.2 QA/QC of Submittal		8	16	8							8					\$13,320				\$13,320.00
2 Prepare 90% PSE Submittal																\$0				\$0.00
2.1 Revise Plan Set per City Comments		5				20		110					20			\$27,175				\$27,175.00
2.2 Update OPCC		1				4		10								\$2,875				\$2,875.00
2.3 QA/QC of Submittal		8	8	8							4	4				\$10,560				\$10,560.00
2.3 Prepare Project Manual with Front End Document and Bid Form		5														\$1,575				\$1,575.00
2.4 Attend 90% Submittal Review Meeting and Prepare Meeting Minutes		5												1		\$1,715				\$1,715.00
3 Prepare 100% PSE Submittal																\$0				\$0.00
3.1 Revise Plan Set per Review Meeting and City Comments		4				12		60								\$13,740				\$13,740.00
3.2 Update OPCC		1				1		2								\$875				\$875.00
3.3 Update Project Manual with Front End Document and Bid Form		1														\$315				\$315.00
3.3 QA/QC of Submittal		8	8	8							4	4				\$10,560				\$10,560.00
3.4 Attend 100% Submittal Review Meeting and Prepare Meeting Minutes		5												1		\$1,715				\$1,715.00
4 Update 100% Submittal Per Review Meeting Comments and Submit signed/seal PSE		1														\$315				\$315.00
5 Utility Coordination																\$0				\$0.00
5.1 Project Management/Coord.		16								24						\$14,160				\$14,160.00
5.2 Utility Adjustment Coord.								18	40	12						\$15,040				\$15,040.00
5.3 Utility Engineering Matrix and Layout								80	74							\$26,860				\$26,860.00
5.4 Adjustment Monitoring and Verification								36	96	10						\$27,800				\$27,800.00
																\$0				\$0.00
																\$0				\$0.00
																\$0				\$0.00
																\$0				\$0.00
Hours Subtotal	2	151	32	24	0	196	12	698	210	46	16	8	490	2						
Engineering Design SUBTOTAL	\$ 780	\$ 47,565	\$ 11,200	\$ 6,480	\$ -	\$ 47,040	\$ 4,560	\$ 111,680	\$ 39,900	\$ 17,480	\$ 6,080	\$ 3,120	\$ 78,400	\$ 280	\$ 374,565.00					\$374,565.00
Bid Phase																				
1 Provide City with Bid Ready Plan Set and Project Manual with Bid Form		1														\$315				\$315.00
2 Attend Pre-Bid Meeting and prepare meeting Minutes		4												1		\$1,400				\$1,400.00
3 Respond the Bidder's Questions		2				4		4								\$2,230				\$2,230.00
4 Prepare Addendums (assume 1)		1				2		8					4			\$2,715				\$2,715.00
5 Attend Bid Opening		4														\$1,260				\$1,260.00
6 Prepare Bid Summary and Award Recommendation Letter		1												1		\$455				\$455.00
7 Attend City Council Meeting for Award of Contract		4														\$1,260				\$1,260.00
																\$0				\$0.00
Hours Subtotal	0	17	0	0	0	6	0	12	0	0	0	0	4	2						
Bid Phase SUBTOTAL	\$ -	\$ 3,355	\$ 0	\$ -	\$ -	\$ 1,440	\$ -	\$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ 640	\$ 280	\$ 9,635.00					\$9,635.00
Construction Phase Services																				
1 Attend Pre-Construction Meeting and Prepare Meeting Minutes		4	4											1		\$2,800				\$2,800.00
2 Assist in Preparation of Contract Documents		4	1											4		\$2,170				\$2,170.00
3 Attend Monthly Construction Progress Meetings (assume 8) and Prepare Meeting Minutes		10	20											6		\$10,990				\$10,990.00
4 Attend Additional Meeting as Requested by City Staff (assume 8)		8	8											6		\$6,160				\$6,160.00
6 Review Submittals (assume 10)		2	5			4		12								\$5,260				\$5,260.00
7 Review RFIs (assume 5)		5	5													\$3,325				\$3,325.00
8 Review Change Orders (assume 4)			4													\$1,400				\$1,400.00
9 Review Pay Applications (assume 8)			8													\$2,800				\$2,800.00
11 Coordination with City Staff and Contractor		10	16													\$8,750				\$8,750.00
12 Substantial Completion Walkthrough and Punch List		8	8											2		\$5,600				\$5,600.00
13 Final Completion Walkthrough and Acceptance Letter		4	8											1		\$4,200				\$4,200.00
14 Prepare Beginning of One-Year Maintenance Letter														1		\$140				\$140.00
15 Record Drawings with GIS Shape Files		2	2													\$1,330				\$1,330.00
																\$0				\$0.00
																\$0				\$0.00
Hours Subtotal	0	57	89	0	0	4	0	12	0	0	0	0	0	21						
Construction Phase Services SUBTOTAL	\$ -	\$ 17,955	\$ 31,150	\$ -	\$ -	\$ 960	\$ -	\$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,940	\$ 54,925.00					\$54,925.00
Additional/Optional Services																				
1 Survey Services - Landtech, Inc.																\$0	\$57,337.50		\$63,071.25	\$63,071.25
2 Geotechnical Services - Geotest Engineering																\$0	\$16,214.00		\$17,835.40	\$17,835.40
3 Reimbursable/Direct Expenses																\$0			\$2,500.00	\$2,500.00
4 SUE Services (as needed)																\$0			\$0.00	\$0.00
5 Grant Management																\$0			\$0.00	\$0.00
Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
Additional/Optional Phase Services SUBTOTAL	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,3				



Project: MLK_Huntsville_CDBG
Date: Mon 5/4/26

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Page 1

May 4, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Senior Project Manager
Pape-Dawson
2107 Citywest Blvd
Houston, Texas 77042

Re: City of Huntsville – Martin Luther King Drive and 9th Street

Dear Mr. Baskin:

It is my pleasure to submit the following proposal to provide professional surveying services for the project referenced above. The project location is along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. The scope of work and associated fee are as follows:

Landtech will perform a Topographic Survey according to the City of Huntsville specifications including the following tasks:

1. Provide survey control map. Survey control will be based on the City of Huntsville monumentation system.
2. Submit a Texas811 buried utility locate request ticket and survey resulting paint marks and flags.
3. Survey visible surface features within the project limits. Collect cross sections every 100 feet within the project limits. Surveys will extend 100 feet along intersecting roadways. Surveys will generally extend 10'-20' outside the ROW, but Landtech will not enter fenced yards.
4. Establish existing ROW lines within the project limits. Separate ROW mapping is not included.

Project Lengths:

	Intersections	Length (ft)	Direction
9th Street		1300	
	9th St	100	W
	Sam Houston Mem. Dr	200	N, S
	Avenue H	100	S
	MLK Dr	100	S
MLK Drive		3950	
	9th St	100	E
	8th St	100	W
	7th St	100	W
	7th St	100	E
	6th St	100	W
	Thomason St	100	W
	Nance Cir	100	W
	3rd St	100	E
	2nd St	100	E
	1st St	100	E
	1st St	100	W
	Essex Blvd	100	W
	Total Project Length =	6950	feet

Surveys will be performed for a Total Lump Sum Fee of \$34,750.00.

Thank you for the opportunity to submit this proposal.

Sincerely,



Dennis Chalaire, RPLS
Vice President

City of Huntsville – MLK Drive & 9th Street – Survey 2026-5-4_revised.doc

May 4, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Senior Project Manager
Pape-Dawson
2107 Citywest Blvd
Houston, Texas 77042

Re: City of Huntsville – Martin Luther King Drive and 9th Street

Dear Mr. Baskin:

It is my pleasure to submit the following proposal for providing professional surveying services for the project referenced above. The scope of work and associated fee are as follows:

Preparation of CAD plan and profile strip map of the field survey data along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. Perform record research at public and private utility agencies.

6,950 feet x \$3.25/ft = \$22,587.50

Thank you for the opportunity to submit this proposal.

Sincerely,



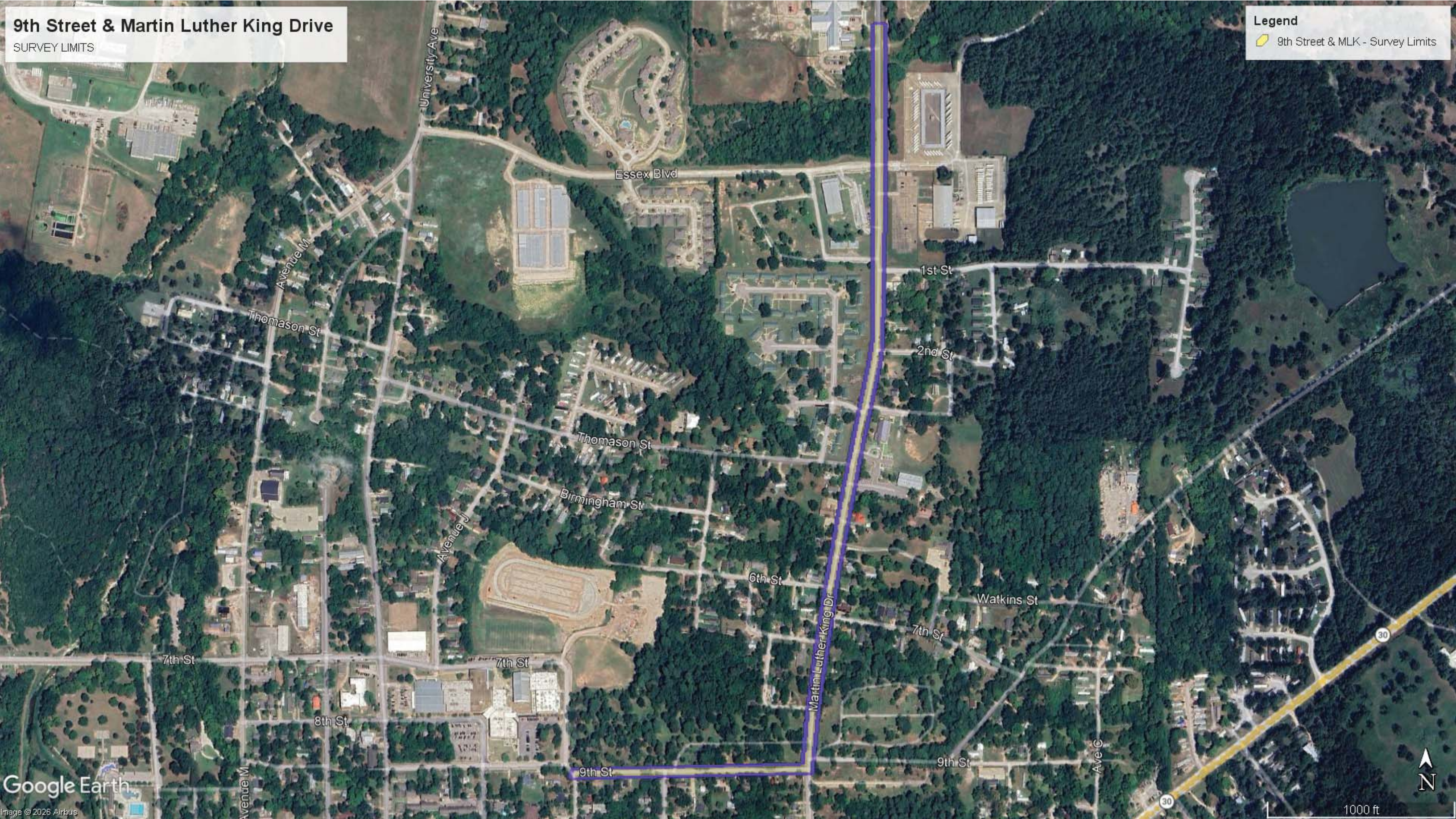
Dennis Chalaire, RPLS
Vice President

City of Huntsville – MLK Drive & 9th Street – CAD 2026-5-4_revised.doc

9th Street & Martin Luther King Drive
SURVEY LIMITS

Legend

 9th Street & MLK - Survey Limits





GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140756799

April 30, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Sr. Project Manager
Pape-Dawson
2107 CityWest Blvd Third Floor,
Houston, TX 77042

**Re: Proposal for Geotechnical Investigation
MLK Blvd and 9th Street Reconstruction
City of Huntsville, Texas**

Dear Mr. Baskin:

As per our discussions and e-mail provided on April 29, 2026, Geotest Engineering, Inc. (Geotest) is pleased to submit this proposal. The scope of the project includes reconstruction of existing pavement along 9th street from Sam Houston Memorial Drive to MLK Drive and along MLK Drive from 9th Street to Essex Blvd City of Huntsville, Texas. The proposed pavement will be either asphalt or concrete. No proposed pipelines (utilities) are proposed along the roadway.

The purposes of this investigation are to evaluate the soil and water level conditions along the project alignment and to provide geotechnical recommendations for proposed pavement replacement. Based on the information provided to us on April 29, 2026, the scope of this study will consist of the following:

- Call Texas 811 and coordinate with utility locators to get areas for the proposed borings cleared.
- Perform pavement coring to verify the existing pavement and to access the subsurface soils.
- Drill and sample a total of nine (9) 10-foot borings along the proposed alignment. The approximate boring locations are presented on Figure 1, Plan of Borings.
- Grout the borings with cement bentonite grout and patch the surface.
- Perform appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the proposed pavement (asphalt and concrete) including subgrade preparation.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

It is our understanding that your surveyors will tie-in our borings after completion of the drilling.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization. It is estimated that the fieldwork will be completed in about two (2) weeks barring bad weather. The laboratory tests will be completed in about four (4) weeks. A geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after receiving your authorization.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$16,214.00. The cost breakdown is given in Attachment No. 1. The invoices will be billed on a lumpsum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to propose this project. We hope that this proposal meets with your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Very truly yours,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Sr. Project Manager

Copies Submitted: (1-PDF)
Enclosure: Attachment No. 1 – Cost Breakdown
PC38\Geotechnical Proposals\1140756799.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

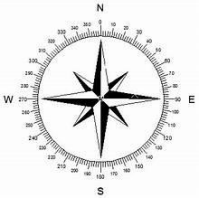
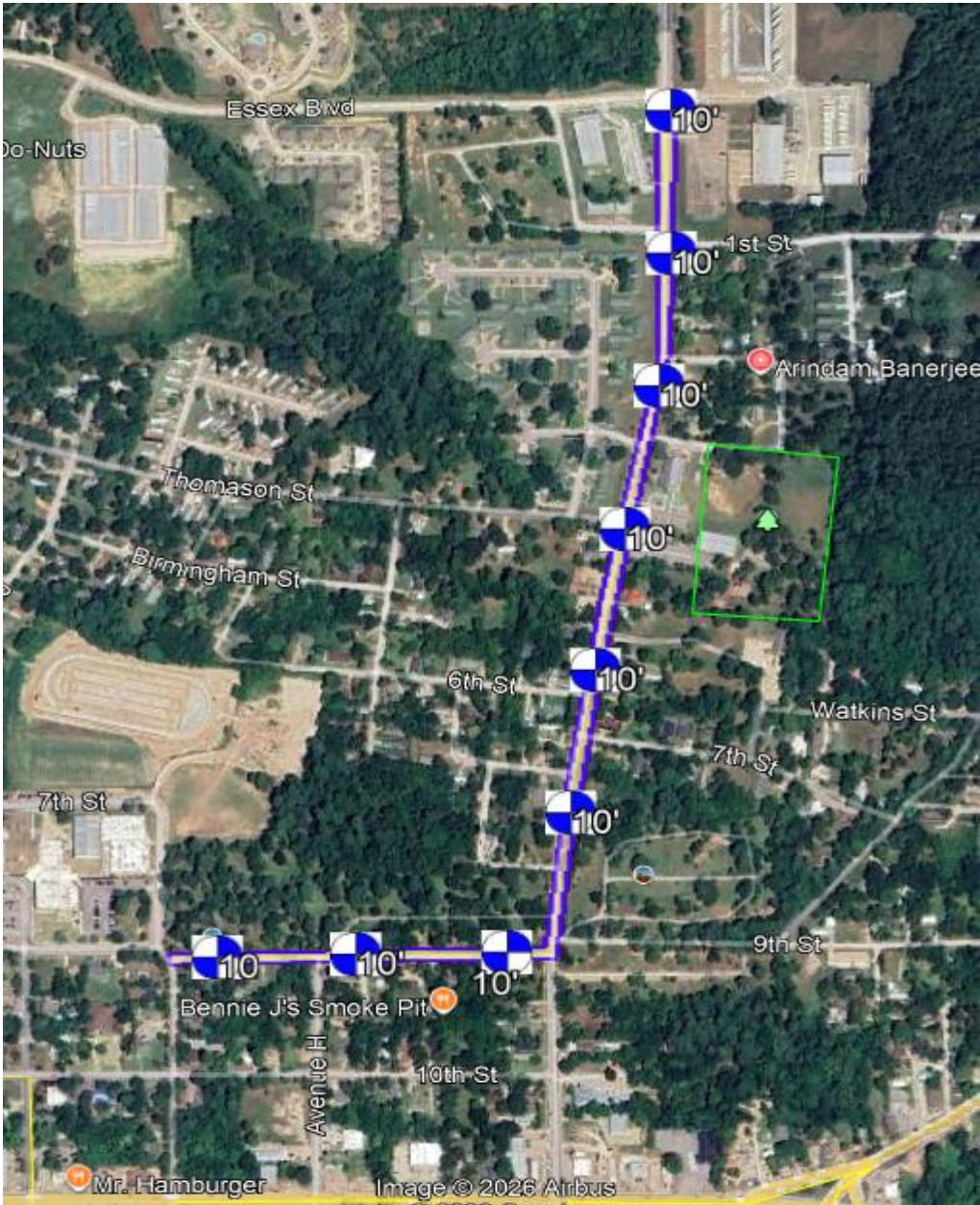
DATE: _____

**ATTACHMENT NO. 1
COST BREAKDOWN**

**MLK and 9th Street
City of Huntsville, Texas**

Proposal No. 1140756799

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Cost</u>
Field Investigation				
Mob and Demob of Tuck Mounted Drilling Rig and Drilling	1	Min	\$1,400.00	\$1,400.00
Drilling and Sampling	90	ft.	\$28.00	\$2,520.00
Field Coordination and Utility Clearance for Boring Locations	14	hrs	\$96.00	\$1,344.00
Vehicle Charge (marking borings and logging)	9	hrs	\$13.00	\$117.00
Concrete Coring	9	ea	\$135.00	\$1,215.00
Cement Bentonite Grout	90	ft.	\$12.00	\$1,080.00
Traffic Control	1	day	\$1,600.00	\$1,600.00
			Subtotal	\$9,276.00
Laboratory Testing				
Liquid and Plastic Limit	10	ea.	\$76.00	\$760.00
Sieve Analysis through No. 200 sieve	1	ea.	\$55.00	\$55.00
Moisture Content	45	ea.	\$12.00	\$540.00
Percent Passing No. 200 sieve	3	ea.	\$46.00	\$138.00
			Subtotal	\$1,493.00
Engineering Analyses				
Sr. Project Manager	2	hr.	\$250.00	\$500.00
Project Engineer	5	hr.	\$165.00	\$825.00
Staff Engineer	28	hr.	\$130.00	\$3,640.00
Support Personnel (Drafting, Word Processing)	5	hr.	\$96.00	\$480.00
				\$5,445.00
			Total Cost	\$16,214.00



PROPOSED PLAN OF BORINGS

Legend	Geotest Engineering, Inc
 Boring	MLK and 9 th Street Reconstruction City of Huntsville, Texas

PAPE-DAWSON CONSULTING ENGINEERS, LLC
RE: CITY OF HUNTSVILLE – MARTIN LUTHER KING DRIVE STREET IMPROVEMENT DRRP-190-1199 (the “Project”)
TERMS AND CONDITIONS

PAPE-DAWSON CONSULTING ENGINEERS, LLC, a Texas limited liability company, 2000 NW Loop 410, San Antonio, Texas 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to CITY OF HUNTSVILLE, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

2.4 Engineer shall comply with all applicable state and federal requirements, including, but not limited to, the State and Federal Regulations attached hereto as Exhibit "A" and incorporated herein by reference.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to the Services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the

Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should any of the individual tasks or services set out in the Proposal not be initiated within twelve (12) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for any such tasks or services not yet initiated.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal. Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for

damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 Ownership of Documents. All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments of service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 Laboratory Services. In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 Changed Conditions. The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 Opinions of Cost. Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 Construction Observation. If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally

familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 Subconsultants. Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

5.12 Access to Records. Engineer shall comply with 2 C.F.R. § 200.337 and provide Client, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, United States Department of Homeland Security, United States Department of Housing and Urban Development, the FEMA Administrator, the State of Texas, and the Texas General Land Office or any of their authorized representatives access, during normal business hours, to books and records which are directly pertinent to this Agreement for the purposes of making and responding to audits, examinations, excerpts, and transcriptions and allow copies to be made of said books and records. The right also includes timely and reasonable access to the Engineer's personnel for the purpose of interview and discussion related to the books and records.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 Compensation of Services. Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

Compensation. Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

Payments. Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 Sales and Use Tax. Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the

establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for Services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client. Engineer is not an agent or partner of or participant in a joint venture with Client for any purpose.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and

subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations,

plans, specifications, or professional advice. Engineer shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer (the "Standard of Care"). Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Engineers & Land Surveyors, 1917 S. Interstate 35, Austin, TX 78741.

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2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
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	Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-	2 CFR 200 APPENDIX II (D)

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	Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200

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		APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award -related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient.	2 CFR 200.334

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	Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and	Texas Government Code 2271

EXHIBIT A

	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

May 4, 2026
(Revised May 5, 2026)

Dr. Kathlie S. Jeng-Bullock, P.E., D.WRE, CFM
City of Huntsville
448 SH 75 North
Huntsville, Texas 77320

Via Email: kjengbulloch@huntsvilletx.gov

Re: Martin Luther King Drive Street Improvement DRRP-190-1199 (RFQ NO. 26-11)
Civil Engineering Services
City of Huntsville, Harris County, Texas

Dear Dr. Jeng-Bullock:

We are pleased to present this proposal for providing civil engineering services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

PROJECT UNDERSTANDING

The City of Huntsville (City) Martin Luther King (MLK) Drive and 9th Street project corridor currently exhibits deteriorating pavement conditions, limited pedestrian accommodations, and inconsistent ADA-compliant facilities. The total project length is approximately 4,500 linear feet, located within an urbanized area characterized by residential neighborhoods, schools, and community facilities. The proposed improvements involve the rehabilitation of deficient roadway infrastructure while enhancing safety, accessibility, and multi-modal connectivity within an established urban corridor.

MLK Drive and 9th Street are existing two-lane urban roadways that currently lack continuous, safe, and ADA-compliant pedestrian and bicycle facilities. Pavement conditions indicate the need for rehabilitation to restore structural integrity and ride quality. Sidewalk coverage is inconsistent, pedestrian crossings are limited, and bicycle accommodations are absent. Curb and drainage infrastructure also require rehabilitation to improve roadway function and longevity. Engineering analyses and design will look to maximize improvements within the existing Huntsville right-of-way, while accommodating known funding and schedule, and avoiding the known utility conflicts as best possible within the design to reduce adjustment time frames. Drainage infrastructure is to be improved with no additional mitigation outside of existing project limits.

The primary goal is to rehabilitate the roadway within the current right-of-way while addressing curb and drainage infrastructure, along with pedestrian improvements to address safety and ADA compliance. This will enhance public safety and infrastructure resilience, and ensure the improvements are long-term and compliant with all state and federal requirements tied to the GLO funding.

Special consideration is to be taken along project limits involving historical landmarks, the Sam Houston's Gravesite, and adjacent cemetery site(s), both environmentally and constructability-wise.

PROJECT SCOPE

Pape-Dawson to provide project management, surveying, geotechnical, utility coordination, engineering design, bid phase, and construction phase services for street and pedestrian infrastructure improvements along MLK Drive & 9th Street, as identified in the Request for Qualifications for Engineering Services (RFQ No. 26-11). This project is funded in whole or in part by a grant from the Texas General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program, administered by the U.S. Department of Housing and Urban Development (HUD).

Basic Design Services (Construction Drawings, Technical Specs, preparation of Front-End Contract Documents, Bidding Documents), Additional Services, Bid Phase Services, and Construction Phase Services as detailed below.

BASIC SERVICES

I. PROJECT MANAGEMENT

This item represents an allowance and allotment to account for time not specifically required for design purposes:

- Preparation of exhibits for marketing, permitting, etc., as requested
- Coordinate project team to meet and schedule deliverables
- Attend project kick-off meeting (in person) and Final Design Phase progress meetings (virtual). Proposal allows eight (8) final design progress meetings. Prepare and distribute meeting minutes.
- Coordination and status reporting with the client and other stakeholders
- Includes two (2) site visits (Final Design Phase only) with client and/or client representatives and stakeholders
- Provide exhibits to facilitate design concepts, presentations, and owner decisions
- Participation in any public meeting as required for project presentation, one (1) maximum
- Coordination with Entergy, local stakeholders, and local community facilities (schools, places of worship, etc.)
- Environmental support of the City and grant administrator in preparing documentation for environmental review and permitting. This includes identifying necessary regulatory approvals and coordinating with State and Federal agencies.

II. FINAL DESIGN

- Request facility maps from local dry utility companies for conflicts, review facilities within the project area, produce utility conflict tables, and coordinate conflict resolution or relocation.
- Plan Development
 - Produce 60% PS&E Documents for City Review
 - 60% Plan Set (plan set sized as 22"x34")
 - Cover sheet, Notes, and Sheet Index

- Overall Project Layouts
- Plan and Profiles (assume 13 sheets with 1":40' horizontal scale)
- City's standard Detail Sheets
- Special details sheet
- Traffic Control Overall Phasing Layout
- Traffic Control Typical Sections
- Detour Routes and Special Details
- SWPPP Layouts with Details
- Engineer's Opinion of Probable Construction Cost
- Submittal documents submitted as PDF.
- Produce 90% PSE Documents for City Review
 - Attend the 60% Submittal Review meeting with City staff and produce meeting minutes
 - Revise PSE documents per comments received from 60% submittal
 - Project Manual with City's front-end documents, bid form, and bid specifications.
 - Updates to the Engineer's Opinion of Probable Construction Cost
 - Submittal documents submitted as PDF.
- Produce 100% PSE Documents for City Review
 - Attend 90% submittal review meeting with City staff and produce meeting minutes
 - Review and revise PSE documents per comments from 90% submittal review meeting
 - Produce plan sets for final review
 - Review and revise PSE documents per comments from Final meeting and submit a signed/sealed bid set for the City Engineer's signature
 - Submittal documents submitted as PDF.
- Bid set and final bid documents to be signed by EOR (signed and sealed documents to be submitted as PDF)
- Utility Coordination
 - Overall project management and coordination with the project team, status reporting, and quality assurance/quality control throughout the duration of utility work.
 - Preparation of project notices, maintaining a utility contact list, collecting and reviewing record drawings, and leading utility coordination meetings at key design milestones.
 - Development and maintenance of the utility conflict matrix, preparing utility layout sheets, and coordinating SUE information to support design development to identify potential utility conflicts early and provide the project team with clear documentation for design decisions and utility adjustment needs.
 - Maintenance of the utility relocation plan and schedule, updating the utility conflict matrix and layouts, and participating in progress meetings related to relocations.

III. BID PHASE

This task includes the following:

- Provide electronic copies of the bid-ready plans and project manual to the City's Project Manager for bidding.
- Attend pre-bid meeting and produce meeting minutes
- Respond to Bidder questions and issue Addenda as necessary
- Attend Bid Opening and produce bid tabulation sheet
- Prepare and submit Recommendation of Award Letter, check references as necessary
- Attend City Council meeting for Recommendation for Award of Contract for Construction
- Prepare 5 hard copies of the addenda posted construction plan sets (full size) and project manual for the distribution to the awarded Contractor and the City

IV. CONSTRUCTION PHASE

- Construction Phase Services
 - Attend a pre-construction meeting with the contractor selected by City
 - Assist in preparation/review of construction contract
 - Provide an electronic PDF set of Addenda, posted plans, and project manual for team distribution. (fully executed)
 - Conduct monthly construction progress meetings (assume 8) and prepare copies of report/minutes (coincides with monthly site visits)
 - Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to City (includes Contractor's submitted bypass pumping plans)
 - Review pay estimates that have previously been reviewed by City Staff. Sign and return a copy for documentation (quantity verification not included with pay estimate review).
 - Respond to inquiries by City staff on an as-needed basis
 - Attend meetings as requested by City staff
- Construction Observation
 - Engineer to provide periodic on-site field visits, no less than monthly during the construction, to observe construction status and quality of work, and review general conformance of construction to the engineer's plans (coincides with monthly progress meetings)
 - Conduct substantial/final inspections. Prepare master punch list developed in conjunction with City Staff
- Project Closeout Assistance
 - Coordinate City punch list items with contractor
 - Prepare and provide final acceptance letter and start of one year maintenance period letter

- Produce Record Drawings and provide in electronic format (PDF) and shape files compatible with City GIS

ADDITIONAL SERVICES

V. SURVEY SERVICES

This scope, provided by Landtech, Inc., includes the performance of a Topographic Survey and CAD services according to the City of Huntsville specifications, including the following tasks:

- Provide survey control map. Survey control will be based on the City of Huntsville monumentation system.
- Submit a Texas811 buried utility locate request ticket and survey resulting paint marks and flags.
- Survey visible surface features within the project limits. Collect cross sections every 100 feet within the project limits. Surveys will extend 100 feet along intersecting roadways.
- Surveys will generally extend 10'-20' outside the ROW, but Landtech will not enter fenced yards.
- Establish existing ROW lines within the project limits. Separate ROW mapping is not included.
- Preparation of CAD plan and profile strip map of the field survey data along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. Perform record research at public and private utility agencies.

Note: Fee includes 10% engineering mark-up.

VI. GEOTECHNICAL SERVICES

This scope, provided by Geotest Engineering, Inc., includes conducting a geotechnical investigation to develop an accurate and comprehensive design for the replacement of the City's existing MLK & 9th Street roadway system. The field investigation will include a total of nine (9) 10-foot borings to evaluate the subsurface soil and groundwater conditions as highlighted in the attached proposal exhibit(s).

- **Field Investigation**
 - Call Texas 811 and coordinate with utility locators to get areas for the proposed borings cleared.
 - Perform pavement coring to verify the existing pavement and to assess the subsurface soils.
 - Drill and sample a total of nine (9) 10-foot borings along the proposed alignment.

- The approximate boring locations are presented in Figure 1, Proposed Plan of Borings.
- Grout the borings with cement bentonite grout and patch the surface.
- **Laboratory Testing**
 - Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils' physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.
- **Engineering Analyses and Reporting**
 - The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided.
 - Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed roadway.
 - One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. An electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

As the proposed project is within public ROW, the above scope of work is intended to provide compliance with the ACT.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *No subsurface utility exploration services are included herein.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No Grant management and compliance coordination is included herein.*
- ◆ *No value engineering is included herein.*
- ◆ *No structural design is included herein.*
- ◆ *Assumes no detailed flood studies or detention pond mitigation are required.*
- ◆ *Design and plans for the relocation of utilities are not included.*
- ◆ *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*
- ◆ *Landscape plans, irrigation plans, and illumination plans are not anticipated to be required and therefore are not included.*
- ◆ *Detailed Retaining wall design is not included in this scope of work. If a retaining wall is needed,*

additional service will be required.

- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- ◆ *Any required archaeological fieldwork to be covered under a supplemental scope and fee.*
- ◆ *If U.S. Army Corps of Engineers (USACE) regulatory compliance under Section 404 or Section 408 is, additional cultural resources investigation may be required. If needed, investigations under Section 106 of the NHPA to be coordinated with the USACE regulatory archaeologist under a supplemental scope and fee.*
- ◆ *In addition, projects with the potential to impact human remains and/or graves must comply with the Texas Health and Safety Code (Chapters 711 to 715) and Texas Code of Criminal Procedure ([TCCP] Chapter 49 Subchapter A Article 49).*

DESIGN CRITERIA

All design work is to be completed as per the City of Huntsville Engineering Design Criteria and applicable/accepted design standards.

SUMMARY OF SCOPE AND FEES

BASIC SERVICES

I.	Project Management	Lump Sum	\$83,140.00
II.	Final Design Phase	Lump Sum	\$377,865.00
III.	Bid Phase Services	Lump Sum	\$12,375.00
IV.	Construction Phase Services	Lump Sum	\$66,575.00

ADDITIONAL SERVICES

V.	Survey Services		
	A. Boundary Maps, Topographic Survey & CAD	Lump Sum	\$63,071.25
VI.	Geotechnical Services		
	A. Geotechnical Testing and Report	Lump Sum	\$17,835.40
VII.	Reimbursable/Direct Expenses	Allowance	5,000.00
Total Engineering Budget			\$625,861.65

QUALITY ASSURANCE

Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client's expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance, or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$625,861.65** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

SCHEDULE

Attached to this proposal is a project schedule with assumed Notice to Proceed date. Schedule is subject to change based on City issuing Notice to Proceed.

AGREEMENT

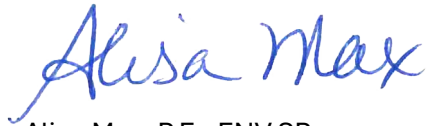
The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

CITY OF HUNTSVILLE



Alisa Max, P.E., ENV SP
Vice President

Signature: _____

Name: _____

Title: _____

Date: _____



Dustin O'Neal, P.E.
Managing Principal, Houston

**CITY OF HUNTSVILLE
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

Phone: _____

Email: _____

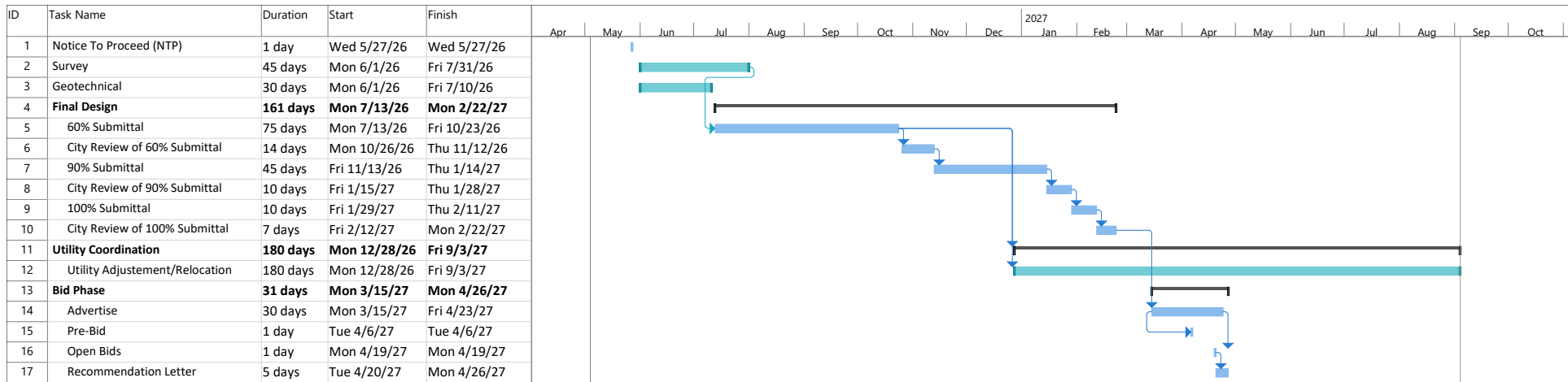
Attachments

- Engineering Fee Breakdown
- Project Schedule
- Surveying Services Proposal
- Geotechnical Services Proposal
- Terms and Conditions

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DATE 5/4/2026

(RFQ NO. 26-11) – Civil Engineering Services	A. MAX	M. BASKIN	M. ELAHMAD	K. MAHON	D. HAYS	J. GARCIA	T. DUNCAN	E. DINH	C. PEREZ	T. FREDERICK	T. DUBE	S. WILCOX	O. BLACK	-	Prime	Subconsultant SURVEY LANDTECH	Subconsultant GEOTECH GEOTEST	Subconsultant 10% Coord.	Total Budget
	PRIN-IN-CHARGE	PROJ. MGR	CON. REVIEW/CEI	QA/QC	GRANTS COORD.	TRANS. DESIGN	TRAFFIC	EIT	UTILITY COORD.	UTILITY COORD.	ADA COMPL.	DRAINAGE	CAD DRAFTER	ADMIN					
	\$390.00	\$315.00	\$350.00	\$270.00	\$270.00	\$240.00	\$380.00	\$160.00	\$190.00	\$380.00	\$390.00	\$160.00	\$140.00						
RAW RATE	\$103.17	\$83.33	\$92.59	\$71.43	\$71.43	\$63.49	\$100.53	\$42.33	\$50.26	\$100.53	\$100.53	\$103.17	\$42.33	\$37.04					
BASIC SERVICES																			
Project Management																			
1 Project Management	6	80				40								10	\$38,540				\$38,540.00
2 Attend Kick Off/Design Phase Progress Meetings and Prepare Meeting Minutes	4	8				4								2	\$5,320				\$5,320.00
3 Site Visits during Final Design Phase (assume 2)		12													\$3,780				\$3,780.00
4 Coord. with Entergy, local stakeholders, and local community facilities		36				10		10						2	\$15,620				\$15,620.00
5 Preparation of Exhibits		6				10		10							\$5,890				\$5,890.00
6 Public Meeting or Townhall (assume 1)	4	6				6								2	\$5,170				\$5,170.00
7 Environmental Support	6	12			10										\$8,820				\$8,820.00
															\$0				\$0.00
															\$0				\$0.00
															\$0				\$0.00
															\$0				\$0.00
Hours Subtotal	20	160	0	0	10	70	0	20	0	0	0	0	0	16					
Project Management SUBTOTAL	\$ 7,800	\$ 50,400	\$ -	\$ -	\$ 2,700	\$ 16,800	\$ -	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,240	\$ 83,140.00				\$83,140.00
Engineering Design																			
1 Prepare 60%, 90%, and 100% Plan Set		2						4							\$0				\$0.00
1.1 Cover Sheet, Notes, and Sheet Index		2						10					20		\$1,270				\$1,270.00
1.2 Overall Layouts (assume 2 sheets)		2				2		10							\$5,910				\$5,910.00
2 Plan and Profiles (assume 13 sheets at 40 scale)		60				120	10	300					360		\$157,100				\$157,100.00
2.1 TCP incl. Detour Routes (1 overall, 3 typicals, and 3 detours)		2				12		24					36		\$13,110				\$13,110.00
2.2 Standard Details		1				1		4					4		\$1,835				\$1,835.00
2.3 Special details		2				4		20					30		\$9,590				\$9,590.00
2.4 SWPPP Plan Sheets and Details (assume 2 layouts and 1 detail sheet)		1													\$315				\$315.00
1 Prepare 60% PSE Submittal															\$0				\$0.00
1.1 Plan Set	2	12				20	2	20					20		\$16,520				\$16,520.00
1.2 OPCC		1													\$315				\$315.00
1.2 QA/QC of Submittal		8	16	8							8				\$13,320				\$13,320.00
2 Prepare 90% PSE Submittal															\$0				\$0.00
2.1 Revise Plan Set per City Comments		5				20		110					20		\$27,175				\$27,175.00
2.2 Update OPCC		1				4		10							\$2,875				\$2,875.00
2.3 QA/QC of Submittal		8	8	8							4	4			\$10,560				\$10,560.00
2.3 Prepare Project Manual with Front End Document and Bid Form		5													\$1,575				\$1,575.00
2.4 Attend 90% Submittal Review Meeting and Prepare Meeting Minutes		5												1	\$1,715				\$1,715.00
3 Prepare 100% PSE Submittal															\$0				\$0.00
3.1 Revise Plan Set per Review Meeting and City Comments		4				12		60							\$13,740				\$13,740.00
3.2 Update OPCC		1				1		2							\$875				\$875.00
3.3 Update Project Manual with Front End Document and Bid Form		1													\$315				\$315.00
3.3 QA/QC of Submittal		12	8	8							4	4			\$11,820				\$11,820.00
3.4 Attend 100% Submittal Review Meeting and Prepare Meeting Minutes		5												1	\$1,715				\$1,715.00
4 Update 100% Submittal Per Review Meeting Comments and Submit signed/seal PSE		1													\$315				\$315.00
5 Utility Coordination															\$0				\$0.00
5.1 Project Management/Coord.		8									36				\$16,200				\$16,200.00
5.2 Utility Adjustment Coord.								18	40	12					\$15,040				\$15,040.00
5.3 Utility Engineering Matrix and Layout								80	74						\$26,860				\$26,860.00
5.4 Adjustment Monitoring and Verification								36	96	10					\$27,800				\$27,800.00
															\$0				\$0.00
															\$0				\$0.00
															\$0				\$0.00
Hours Subtotal	2	147	32	24	0	196	12	698	210	58	16	8	490	2					
Engineering Design SUBTOTAL	\$ 780	\$ 46,305	\$ 11,200	\$ 6,480	\$ -	\$ 47,040	\$ 4,560	\$ 111,680	\$ 39,900	\$ 22,040	\$ 6,080	\$ 3,120	\$ 78,400	\$ 280	\$ 377,865.00				\$377,865.00
Bid Phase																			
1 Provide City with Bid Ready Plan Set and Project Manual with Bid Form		1													\$315				\$315.00
2 Attend Pre-Bid Meeting and prepare meeting Minutes		4												1	\$1,400				\$1,400.00
3 Respond the Bidder's Questions		2	1		4			4							\$2,580				\$2,580.00
4 Prepare Addendums (assume 1)		1	1		2			8					8		\$3,705				\$3,705.00
5 Attend Bid Opening		4													\$1,260				\$1,260.00
6 Prepare Bid Summary and Award Recommendation Letter		1												1	\$455				\$455.00
7 Attend City Council Meeting for Award of Contract		4	4												\$2,660				\$2,660.00
															\$0				\$0.00
Hours Subtotal	0	17	6	0	0	6	0	12	0	0	0	0	8	2					
Bid Phase SUBTOTAL	\$ -	\$ 5,355	\$ 2,100	\$ -	\$ -	\$ 1,440	\$ -	\$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ 1,280	\$ 280	\$ 12,375.00				\$12,375.00
Construction Phase Services																			
1 Attend Pre-Construction Meeting and Prepare Meeting Minutes		4	4											1	\$2,800				\$2,800.00
2 Assist in Preparation of Contract Documents		4	1											4	\$2,170				\$2,170.00
3 Attend Monthly Construction Progress Meetings (assume 8) and Prepare Meeting Minutes		10	20											6	\$10,990				\$10,990.00
4 Attend Additional Meeting as Requested by City Staff (assume 8)		8	16											6	\$8,960				\$8,960.00
6 Review Submittals (assume 10)		2	5		4			24							\$7,180				\$7,180.00
7 Review RFIs (assume 5)		10	5												\$4,000				\$4,000.00
8 Review Change Orders (assume 4)			4												\$1,400				\$1,400.00
9 Review Pay Applications (assume 8)			8												\$2,800				\$2,800.00
11 Coordination with City Staff and Contractor		20	16												\$11,900				\$11,900.00
12 Substantial Completion Walkthrough and Punch List		8	8											2	\$5,600				\$5,600.00
13 Final Completion Walkthrough and Acceptance Letter		8	8											1	\$5,460				\$5,460.00
14 Prepare Beginning of One-Year Maintenance Letter														1	\$140				\$140.00
15 Record Drawings with GIS Shape Files		5	2												\$2,275				\$2,275.00
															\$0				\$0.00
															\$0				\$0.00
Hours Subtotal	0	79	97	0	0	4	0	24	0	0	0	0	0	21					
Construction Phase Services SUBTOTAL	\$ -	\$ 24,885	\$ 33,950	\$ -	\$ -	\$ 960	\$ -	\$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,940	\$ 66,575.00				\$66,575.00
Additional/Optional Services																			
1 Survey Services - Landtech, Inc.															\$0	\$57,337.50		\$63,071.25	\$63,071.25
2 Geotechnical Services - Geotest Engineering															\$0	\$16,214.00		\$17,835.40	\$17,835.40
3 Reimbursable/Direct Expenses															\$0			\$5,000.00	\$5,000.00
4 SUE Services (as needed)															\$0			\$0.00	\$0.00
5 Grant Management															\$0			\$0.00	\$0.00
Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
Additional/Optional Phase Services SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$85,906.65
TOTAL HOURS SUBTOTAL	22	403	135	24	10	276	12	754	210	58	16	8	498	41	\$ 539,955.00	\$ 57,337.50	\$ 16,214.00	\$ 85,906.65	\$ 625,861.65
SUBTOTAL BASIC SERVICES	\$ 8,580	\$ 126,945	\$ 47,250	\$ 6,480	\$ 2,700	\$ 66,240	\$ 4,560	\$ 120,640	\$ 39,900	\$ 22,040	\$ 6,080	\$ 3,120	\$ 79,680	\$ 5,740	\$ 539,955.00	\$ 57,337.50	\$ 16,214.00		



Project: MLK_Huntsville_CDBG
Date: Mon 5/4/26

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Page 1

May 4, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Senior Project Manager
Pape-Dawson
2107 Citywest Blvd
Houston, Texas 77042

Re: City of Huntsville – Martin Luther King Drive and 9th Street

Dear Mr. Baskin:

It is my pleasure to submit the following proposal to provide professional surveying services for the project referenced above. The project location is along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. The scope of work and associated fee are as follows:

Landtech will perform a Topographic Survey according to the City of Huntsville specifications including the following tasks:

1. Provide survey control map. Survey control will be based on the City of Huntsville monumentation system.
2. Submit a Texas811 buried utility locate request ticket and survey resulting paint marks and flags.
3. Survey visible surface features within the project limits. Collect cross sections every 100 feet within the project limits. Surveys will extend 100 feet along intersecting roadways. Surveys will generally extend 10'-20' outside the ROW, but Landtech will not enter fenced yards.
4. Establish existing ROW lines within the project limits. Separate ROW mapping is not included.

Project Lengths:

	Intersections	Length (ft)	Direction
9th Street		1300	
	9th St	100	W
	Sam Houston Mem. Dr	200	N, S
	Avenue H	100	S
	MLK Dr	100	S
MLK Drive		3950	
	9th St	100	E
	8th St	100	W
	7th St	100	W
	7th St	100	E
	6th St	100	W
	Thomason St	100	W
	Nance Cir	100	W
	3rd St	100	E
	2nd St	100	E
	1st St	100	E
	1st St	100	W
	Essex Blvd	100	W
	Total Project Length =	6950	feet

Surveys will be performed for a Total Lump Sum Fee of \$34,750.00.

Thank you for the opportunity to submit this proposal.

Sincerely,



Dennis Chalaire, RPLS
Vice President

City of Huntsville – MLK Drive & 9th Street – Survey 2026-5-4_revised.doc

May 4, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Senior Project Manager
Pape-Dawson
2107 Citywest Blvd
Houston, Texas 77042

Re: City of Huntsville – Martin Luther King Drive and 9th Street

Dear Mr. Baskin:

It is my pleasure to submit the following proposal for providing professional surveying services for the project referenced above. The scope of work and associated fee are as follows:

Preparation of CAD plan and profile strip map of the field survey data along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. Perform record research at public and private utility agencies.

6,950 feet x \$3.25/ft = \$22,587.50

Thank you for the opportunity to submit this proposal.

Sincerely,



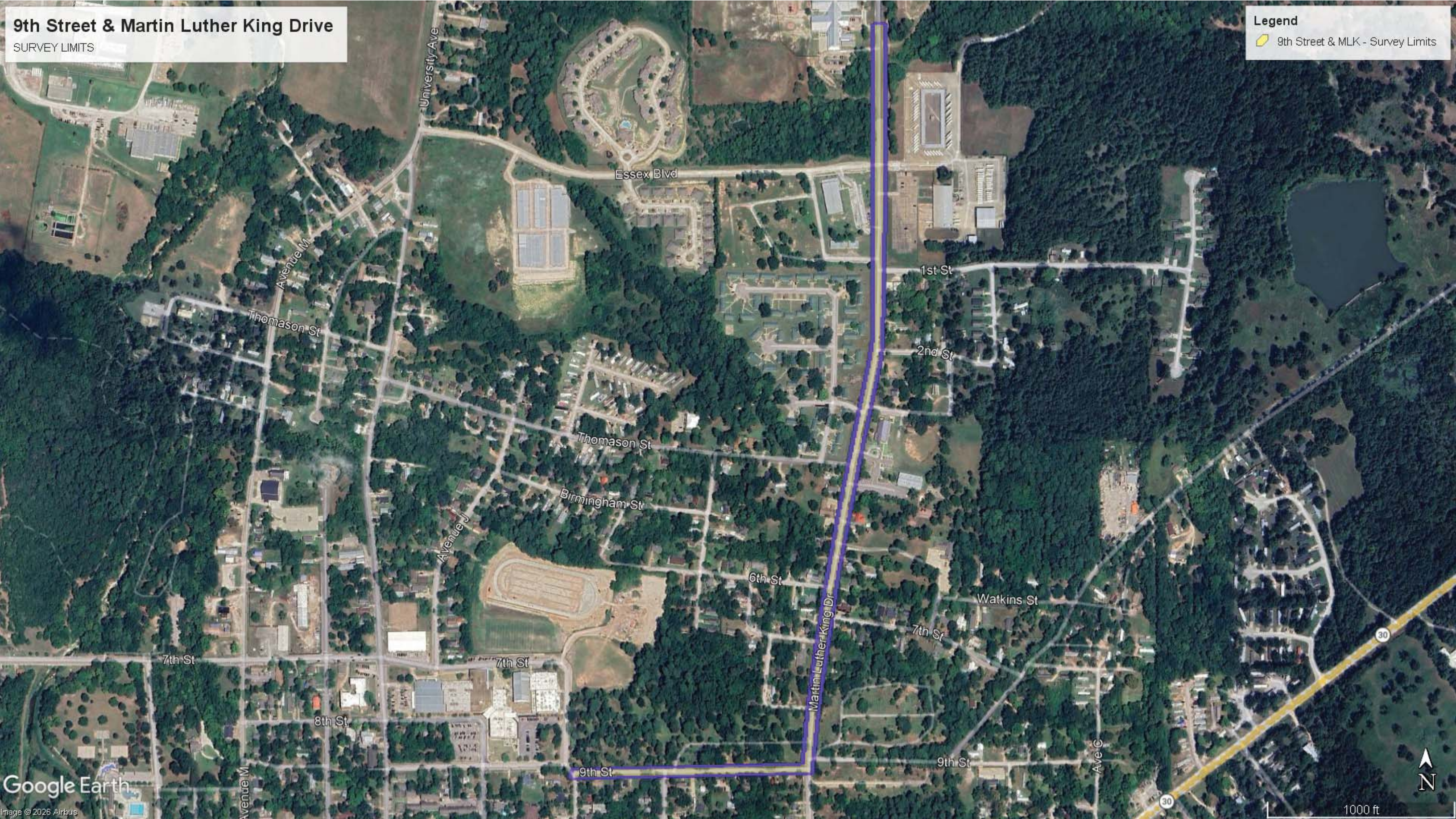
Dennis Chalaire, RPLS
Vice President

City of Huntsville – MLK Drive & 9th Street – CAD 2026-5-4_revised.doc

9th Street & Martin Luther King Drive
SURVEY LIMITS

Legend

 9th Street & MLK - Survey Limits





GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140756799

April 30, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Sr. Project Manager
Pape-Dawson
2107 CityWest Blvd Third Floor,
Houston, TX 77042

**Re: Proposal for Geotechnical Investigation
MLK Blvd and 9th Street Reconstruction
City of Huntsville, Texas**

Dear Mr. Baskin:

As per our discussions and e-mail provided on April 29, 2026, Geotest Engineering, Inc. (Geotest) is pleased to submit this proposal. The scope of the project includes reconstruction of existing pavement along 9th street from Sam Houston Memorial Drive to MLK Drive and along MLK Drive from 9th Street to Essex Blvd City of Huntsville, Texas. The proposed pavement will be either asphalt or concrete. No proposed pipelines (utilities) are proposed along the roadway.

The purposes of this investigation are to evaluate the soil and water level conditions along the project alignment and to provide geotechnical recommendations for proposed pavement replacement. Based on the information provided to us on April 29, 2026, the scope of this study will consist of the following:

- Call Texas 811 and coordinate with utility locators to get areas for the proposed borings cleared.
- Perform pavement coring to verify the existing pavement and to access the subsurface soils.
- Drill and sample a total of nine (9) 10-foot borings along the proposed alignment. The approximate boring locations are presented on Figure 1, Plan of Borings.
- Grout the borings with cement bentonite grout and patch the surface.
- Perform appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the proposed pavement (asphalt and concrete) including subgrade preparation.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

It is our understanding that your surveyors will tie-in our borings after completion of the drilling.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization. It is estimated that the fieldwork will be completed in about two (2) weeks barring bad weather. The laboratory tests will be completed in about four (4) weeks. A geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after receiving your authorization.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$16,214.00. The cost breakdown is given in Attachment No. 1. The invoices will be billed on a lumpsum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to propose this project. We hope that this proposal meets with your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Very truly yours,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Sr. Project Manager

Copies Submitted: (1-PDF)
Enclosure: Attachment No. 1 – Cost Breakdown
PC38\Geotechnical Proposals\1140756799.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

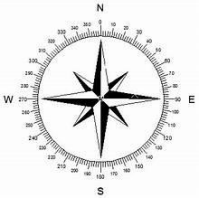
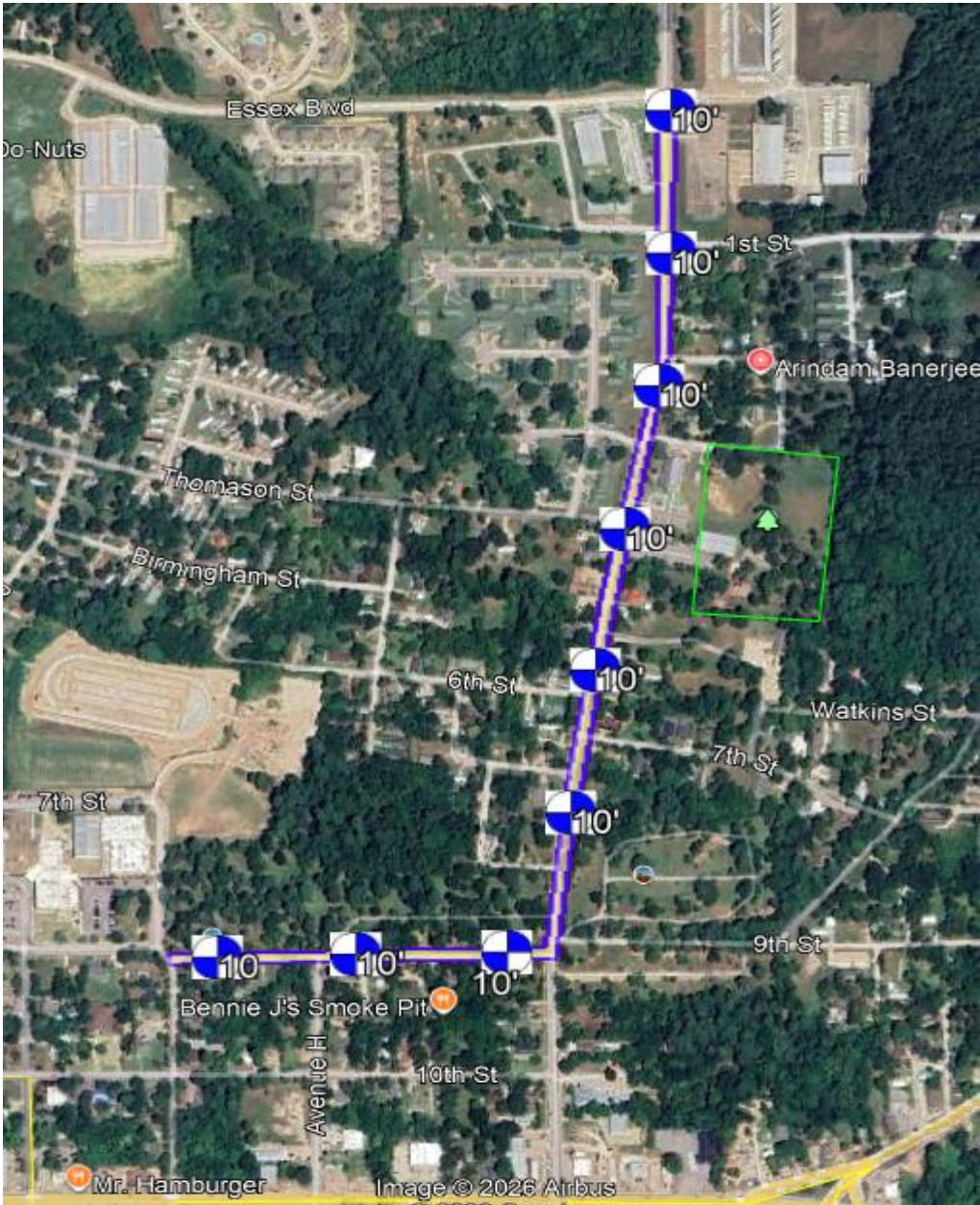
DATE: _____

**ATTACHMENT NO. 1
COST BREAKDOWN**

**MLK and 9th Street
City of Huntsville, Texas**

Proposal No. 1140756799

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Cost</u>
Field Investigation				
Mob and Demob of Tuck Mounted Drilling Rig and Drilling	1	Min	\$1,400.00	\$1,400.00
Drilling and Sampling	90	ft.	\$28.00	\$2,520.00
Field Coordination and Utility Clearance for Boring Locations	14	hrs	\$96.00	\$1,344.00
Vehicle Charge (marking borings and logging)	9	hrs	\$13.00	\$117.00
Concrete Coring	9	ea	\$135.00	\$1,215.00
Cement Bentonite Grout	90	ft.	\$12.00	\$1,080.00
Traffic Control	1	day	\$1,600.00	\$1,600.00
			Subtotal	\$9,276.00
Laboratory Testing				
Liquid and Plastic Limit	10	ea.	\$76.00	\$760.00
Sieve Analysis through No. 200 sieve	1	ea.	\$55.00	\$55.00
Moisture Content	45	ea.	\$12.00	\$540.00
Percent Passing No. 200 sieve	3	ea.	\$46.00	\$138.00
			Subtotal	\$1,493.00
Engineering Analyses				
Sr. Project Manager	2	hr.	\$250.00	\$500.00
Project Engineer	5	hr.	\$165.00	\$825.00
Staff Engineer	28	hr.	\$130.00	\$3,640.00
Support Personnel (Drafting, Word Processing)	5	hr.	\$96.00	\$480.00
				\$5,445.00
			Total Cost	\$16,214.00



PROPOSED PLAN OF BORINGS

Legend	Geotest Engineering, Inc
 Boring	MLK and 9 th Street Reconstruction City of Huntsville, Texas

PAPE-DAWSON CONSULTING ENGINEERS, LLC
RE: CITY OF HUNTSVILLE – MARTIN LUTHER KING DRIVE STREET IMPROVEMENT DRRP-190-1199 (the “Project”)
TERMS AND CONDITIONS

PAPE-DAWSON CONSULTING ENGINEERS, LLC, a Texas limited liability company, 2000 NW Loop 410, San Antonio, Texas 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to CITY OF HUNTSVILLE, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

2.4 Engineer shall comply with all applicable state and federal requirements, including, but not limited to, the State and Federal Regulations attached hereto as Exhibit "A" and incorporated herein by reference.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to the Services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the

Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should any of the individual tasks or services set out in the Proposal not be initiated within twelve (12) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for any such tasks or services not yet initiated.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal. Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for

damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 Ownership of Documents. All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments of service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 Laboratory Services. In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 Changed Conditions. The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 Opinions of Cost. Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 Construction Observation. If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally

familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 Subconsultants. Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

5.12 Access to Records. Engineer shall comply with 2 C.F.R. § 200.337 and provide Client, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, United States Department of Homeland Security, United States Department of Housing and Urban Development, the FEMA Administrator, the State of Texas, and the Texas General Land Office or any of their authorized representatives access, during normal business hours, to books and records which are directly pertinent to this Agreement for the purposes of making and responding to audits, examinations, excerpts, and transcriptions and allow copies to be made of said books and records. The right also includes timely and reasonable access to the Engineer's personnel for the purpose of interview and discussion related to the books and records.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 Compensation of Services. Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

Compensation. Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

Payments. Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 Sales and Use Tax. Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the

establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for Services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client. Engineer is not an agent or partner of or participant in a joint venture with Client for any purpose.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and

subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations,

plans, specifications, or professional advice. Engineer shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer (the "Standard of Care"). Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Engineers & Land Surveyors, 1917 S. Interstate 35, Austin, TX 78741.

EXHIBIT A

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
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	Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-	2 CFR 200 APPENDIX II (D)

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	Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200

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		APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award -related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient.	2 CFR 200.334

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	Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and	Texas Government Code 2271

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	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

May 4, 2026

Dr. Kathlie S. Jeng-Bullock, P.E., D.WRE, CFM
City of Huntsville
448 SH 75 North
Huntsville, Texas 77320

Via Email: kjengbulloch@huntsvilletx.gov

Re: Martin Luther King Drive Street Improvement DRRP-190-1199 (RFQ NO. 26-11)
Civil Engineering Services
City of Huntsville, Harris County, Texas

Dear Dr. Jeng-Bullock:

We are pleased to present this proposal for providing civil engineering services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

PROJECT UNDERSTANDING

The City of Huntsville (City) Martin Luther King (MLK) Drive and 9th Street project corridor currently exhibits deteriorating pavement conditions, limited pedestrian accommodations, and inconsistent ADA-compliant facilities. The total project length is approximately 4,500 linear feet, located within an urbanized area characterized by residential neighborhoods, schools, and community facilities. The proposed improvements involve the rehabilitation of deficient roadway infrastructure while enhancing safety, accessibility, and multi-modal connectivity within an established urban corridor.

MLK Drive and 9th Street are existing two-lane urban roadways that currently lack continuous, safe, and ADA-compliant pedestrian and bicycle facilities. Pavement conditions indicate the need for rehabilitation to restore structural integrity and ride quality. Sidewalk coverage is inconsistent, pedestrian crossings are limited, and bicycle accommodations are absent. Curb and drainage infrastructure also require rehabilitation to improve roadway function and longevity. Engineering analyses and design will look to maximize improvements within the existing Huntsville right-of-way, while accommodating known funding and schedule, and avoiding the known utility conflicts as best possible within the design to reduce adjustment time frames. Drainage infrastructure is to be improved with no additional mitigation outside of existing project limits.

The primary goal is to rehabilitate the roadway within the current right-of-way while addressing curb and drainage infrastructure, along with pedestrian improvements to address safety and ADA compliance. This will enhance public safety and infrastructure resilience, and ensure the improvements are long-term and compliant with all state and federal requirements tied to the GLO funding.

Special consideration is to be taken along project limits involving historical landmarks, the Sam Houston's Gravesite, and adjacent cemetery site(s), both environmentally and constructability-wise.

Project Scope

Pape-Dawson to provide project management, surveying, geotechnical, utility coordination, engineering design, bid phase, and construction phase services for street and pedestrian infrastructure improvements along MLK Drive & 9th Street, as identified in the Request for Qualifications for Engineering Services (RFQ No. 26-11). This project is funded in whole or in part by a grant from the Texas General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Program, administered by the U.S. Department of Housing and Urban Development (HUD).

Basic Design Services (Construction Drawings, Technical Specs, preparation of Front-End Contract Documents, Bidding Documents), Additional Services, Bid Phase Services, and Construction Phase Services as detailed below.

BASIC SERVICES

I. PROJECT MANAGEMENT

This item represents an allowance and allotment to account for time not specifically required for design purposes:

- Preparation of exhibits for marketing, permitting, etc., as requested
- Coordinate project team to meet and schedule deliverables
- Attend project kick-off meeting (in person) and Final Design Phase progress meetings (virtual). Proposal allows eight (8) final design progress meetings. Prepare and distribute meeting minutes.
- Coordination and status reporting with the client and other stakeholders
- Includes two (2) site visits (Final Design Phase only) with client and/or client representatives and stakeholders
- Provide exhibits to facilitate design concepts, presentations, and owner decisions
- Participation in any public meeting as required for project presentation, one (1) maximum
- Coordination with Entergy, local stakeholders, and local community facilities (schools, places of worship, etc.)
- Environmental support of the City and grant administrator in preparing documentation for environmental review and permitting. This includes identifying necessary regulatory approvals and coordinating with State and Federal agencies.

II. FINAL DESIGN

- Request facility maps from local dry utility companies for conflicts, review facilities within the project area, produce utility conflict tables, and coordinate conflict resolution or relocation.
- Plan Development
 - Produce 60% PS&E Documents for City Review
 - 60% Plan Set (plan set sized as 11"x17")
 - Cover sheet, Notes, and Sheet Index

- Overall Project Layouts
- Plan and Profiles (assume 13 sheets with 1":40' horizontal scale)
- City's standard Detail Sheets
- Special details sheet
- Traffic Control Overall Phasing Layout
- Traffic Control Typical Sections
- Detour Routes and Special Details
- SWPPP Layouts with Details
- Engineer's Opinion of Probable Construction Cost
- Submittal documents submitted as PDF.
- Produce 90% PSE Documents for City Review
 - Attend the 60% Submittal Review meeting with City staff and produce meeting minutes
 - Revise PSE documents per comments received from 60% submittal
 - Project Manual with City's front-end documents, bid form, and bid specifications.
 - Updates to the Engineer's Opinion of Probable Construction Cost
 - Submittal documents submitted as PDF.
- Produce 100% PSE Documents for City Review
 - Attend 90% submittal review meeting with City staff and produce meeting minutes
 - Review and revise PSE documents per comments from 90% submittal review meeting
 - Produce plan sets for final review
 - Review and revise PSE documents per comments from Final meeting and submit a signed/sealed bid set for the City Engineer's signature
 - Submittal documents submitted as PDF.
- Bid set and final bid documents to be signed by EOR (signed and sealed documents to be submitted as PDF)
- Utility Coordination
 - Overall project management and coordination with the project team, status reporting, and quality assurance/quality control throughout the duration of utility work.
 - Preparation of project notices, maintaining a utility contact list, collecting and reviewing record drawings, and leading utility coordination meetings at key design milestones.
 - Development and maintenance of the utility conflict matrix, preparing utility layout sheets, and coordinating SUE information to support design development to identify potential utility conflicts early and provide the project team with clear documentation for design decisions and utility adjustment needs.
 - Maintenance of the utility relocation plan and schedule, updating the utility conflict matrix and layouts, and participating in progress meetings related to relocations.

III. BID PHASE

This task includes the following:

- Provide electronic copies of the bid-ready plans and project manual to the City's Project Manager for bidding.
- Attend pre-bid meeting and produce meeting minutes
- Respond to Bidder questions and issue Addenda as necessary
- Attend Bid Opening and produce bid tabulation sheet
- Prepare and submit Recommendation of Award Letter, check references as necessary
- Attend City Council meeting for Recommendation for Award of Contract for Construction
- Prepare 5 hard copies of the addenda posted construction plan sets (full size) and project manual for the distribution to the awarded Contractor and the City

IV. CONSTRUCTION PHASE

- Construction Phase Services
 - Attend a pre-construction meeting with the contractor selected by City
 - Assist in preparation/review of construction contract
 - Provide an electronic PDF set of Addenda, posted plans, and project manual for team distribution. (fully executed)
 - Conduct monthly construction progress meetings (assume 8) and prepare copies of report/minutes (coincides with monthly site visits)
 - Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to City (includes Contractor's submitted bypass pumping plans)
 - Review pay estimates that have previously been reviewed by City Staff. Sign and return a copy for documentation (quantity verification not included with pay estimate review).
 - Respond to inquiries by City staff on an as-needed basis
 - Attend meetings as requested by City staff
- Construction Observation
 - Engineer to provide periodic on-site field visits, no less than monthly during the construction, to observe construction status and quality of work, and review general conformance of construction to the engineer's plans (coincides with monthly progress meetings)
 - Conduct substantial/final inspections. Prepare master punch list developed in conjunction with City Staff
- Project Closeout Assistance
 - Coordinate City punch list items with contractor
 - Prepare and provide final acceptance letter and start of one year maintenance period letter

- Produce Record Drawings and provide in electronic format (PDF) and shape files compatible with City GIS

ADDITIONAL SERVICES

V. SURVEY SERVICES

This scope, provided by Landtech, Inc., includes the performance of a Topographic Survey and CAD services according to the City of Huntsville specifications, including the following tasks:

- Provide survey control map. Survey control will be based on the City of Huntsville monumentation system.
- Submit a Texas811 buried utility locate request ticket and survey resulting paint marks and flags.
- Survey visible surface features within the project limits. Collect cross sections every 100 feet within the project limits. Surveys will extend 100 feet along intersecting roadways.
- Surveys will generally extend 10'-20' outside the ROW, but Landtech will not enter fenced yards.
- Establish existing ROW lines within the project limits. Separate ROW mapping is not included.
- Preparation of CAD plan and profile strip map of the field survey data along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. Perform record research at public and private utility agencies.

Note: Fee includes 10% engineering mark-up.

VI. GEOTECHNICAL SERVICES

This scope, provided by Geotest Engineering, Inc., includes conducting a geotechnical investigation to develop an accurate and comprehensive design for the replacement of the City's existing MLK & 9th Street roadway system. The field investigation will include a total of nine (9) 10-foot borings to evaluate the subsurface soil and groundwater conditions as highlighted in the attached proposal exhibit(s).

- **Field Investigation**
 - Call Texas 811 and coordinate with utility locators to get areas for the proposed borings cleared.
 - Perform pavement coring to verify the existing pavement and to assess the subsurface soils.
 - Drill and sample a total of nine (9) 10-foot borings along the proposed alignment.

- The approximate boring locations are presented in Figure 1, Proposed Plan of Borings.
- Grout the borings with cement bentonite grout and patch the surface.
- **Laboratory Testing**
 - Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils' physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.
- **Engineering Analyses and Reporting**
 - The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided.
 - Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed roadway.
 - One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. An electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

As the proposed project is within public ROW, the above scope of work is intended to provide compliance with the ACT.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *No subsurface utility exploration services are included herein.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No Grant management and compliance coordination is included herein.*
- ◆ *No value engineering is included herein.*
- ◆ *No structural design is included herein.*
- ◆ *Assumes no detailed flood studies or detention pond mitigation are required.*
- ◆ *Design and plans for the relocation of utilities are not included.*
- ◆ *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*
- ◆ *Landscape plans, irrigation plans, and illumination plans are not anticipated to be required and therefore are not included.*
- ◆ *Detailed Retaining wall design is not included in this scope of work. If a retaining wall is needed,*

additional service will be required.

- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- ◆ *Any required archaeological fieldwork to be covered under a supplemental scope and fee.*
- ◆ *If U.S. Army Corps of Engineers (USACE) regulatory compliance under Section 404 or Section 408 is, additional cultural resources investigation may be required. If needed, investigations under Section 106 of the NHPA to be coordinated with the USACE regulatory archaeologist under a supplemental scope and fee.*
- ◆ *In addition, projects with the potential to impact human remains and/or graves must comply with the Texas Health and Safety Code (Chapters 711 to 715) and Texas Code of Criminal Procedure ([TCCP] Chapter 49 Subchapter A Article 49).*

DESIGN CRITERIA

All design work are to be completed as per the City of Huntsville Engineering Design Criteria and applicable/accepted design standards.

SUMMARY OF SCOPE AND FEES

BASIC SERVICES

I.	Project Management	Lump Sum	\$87,880.00
II.	Final Design Phase	Lump Sum	\$402,110.00
III.	Bid Phase Services	Lump Sum	\$12,375.00
IV.	Construction Phase Services	Lump Sum	\$69,165.00

ADDITIONAL SERVICES

V.	Survey Services		
	A. Boundary Maps, Topographic Survey & CAD	Lump Sum	\$63,071.25
VI.	Geotechnical Services		
	A. Geotechnical Testing and Report	Lump Sum	\$17,835.40
VII.	Reimbursable/Direct Expenses	Allowance	5,000.00
Total Engineering Budget			\$657,436.65

QUALITY ASSURANCE

Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client's expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance, or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$657,436.65** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

SCHEDULE

Attached to this proposal is a project schedule with assumed Notice to Proceed date. Schedule is subject to change based on City issuing Notice to Proceed.

AGREEMENT

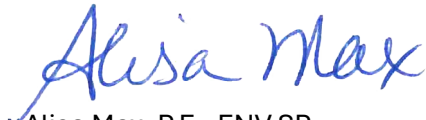
The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

CITY OF HUNTSVILLE



Alisa Max, P.E., ENV SP
Vice President

Signature: _____

Name: _____

Title: _____

Date: _____



Dustin O'Neal, P.E.
Managing Principal, Houston

**CITY OF HUNTSVILLE
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

Phone: _____

Email: _____

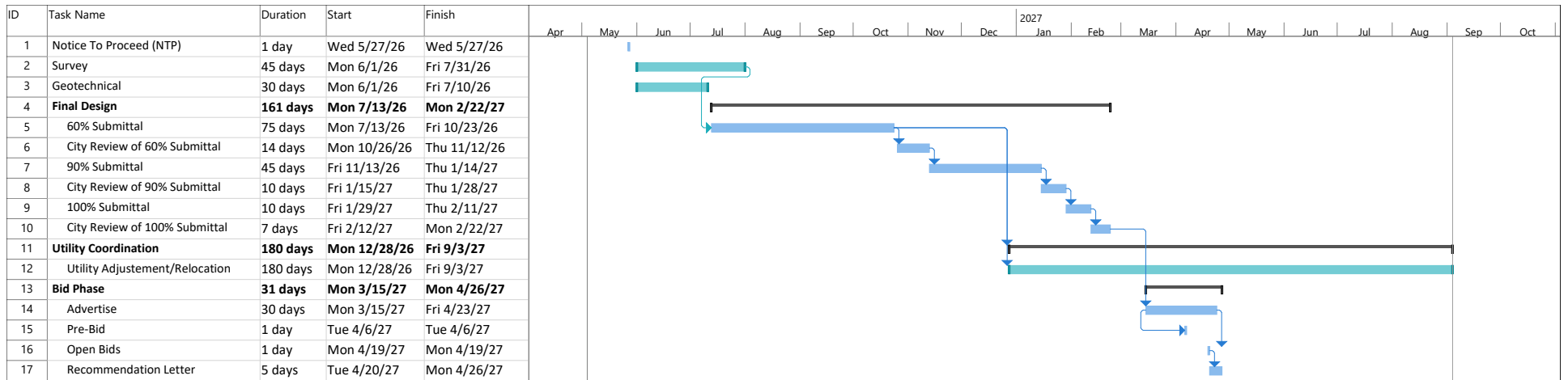
Attachments

- Engineering Fee Breakdown
- Project Schedule
- Surveying Services Proposal
- Geotechnical Services Proposal
- Terms and Conditions

O:\Marketing\Proposals\Letters\2026\05\260501 (P0003881-026).docx

DATE 5/4/2026

(RFQ NO. 26-11) – Civil Engineering Services	A. MAX		M. BASKIN		M. ELAHMAD		K. MAHON		D. HAYS		J. GARCIA		T. DUNCAN		E. DINH		C. PEREZ		T. FREDERICK		T. DUBE		S. WILCOX		O. BLACK		-		Prime Sub-Total	Subconsultant	Subconsultant	Subconsultant	Total Budget
	PRIN-IN-CHARGE	PROJ. MGR	CON. REVIEW/CEI	QA/QC	GRANTS COORD.	TRANS. DESIGN	TRAFFIC	EIT	UTILITY COORD.	UTILITY COORD.	ADA COMPL.	DRAINAGE	CAD DRAFTER	ADMIN	SURVEY	GEOTECH	10% Coord.																
RAW RATE	\$390.00	\$315.00	\$350.00	\$270.00	\$270.00	\$240.00	\$380.00	\$160.00	\$190.00	\$380.00	\$380.00	\$390.00	\$160.00	\$140.00																			
	\$103.17	\$83.33	\$92.59	\$71.43	\$71.43	\$63.49	\$100.53	\$42.33	\$50.26	\$100.53	\$100.53	\$103.17	\$42.33	\$37.04																			
BASIC SERVICES																																	
Project Management																																	
1 Project Management	6	80				40								10	\$38,540																	\$38,540.00	
2 Attend Kick Off/Design Phase Progress Meetings and Prepare Meeting Minutes	4	8				4								2	\$5,320																	\$5,320.00	
3 Site Visits during Final Design Phase (assume 2)		12													\$3,780																	\$3,780.00	
4 Coord. with Entergy, local stakeholders, and local community facilities		36				10		10						2	\$15,620																	\$15,620.00	
5 Preparation of Exhibits		6				10		10							\$5,890																	\$5,890.00	
6 Public Meeting or Townhall (assume 1)	4	6				6								2	\$5,170																	\$5,170.00	
7 Environmental Support	8	16				20									\$13,560																	\$13,560.00	
															\$0																		\$0.00
															\$0																		\$0.00
															\$0																		\$0.00
															\$0																		\$0.00
Hours Subtotal	22	164	0	0	20	70	0	20	0	0	0	0	0	16																			
Project Management SUBTOTAL	\$ 8,580	\$ 51,660	\$ -	\$ -	\$ 5,400	\$ 16,800	\$ -	\$ 3,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,240	\$ 87,880.00																		\$87,880.00
Engineering Design																																	
1 Prepare 60%, 90%, and 100% Plan Set		2						4							\$0																		\$0.00
1.1 Cover Sheet, Notes, and Sheet Index								10							\$1,270																		\$1,270.00
1.2 Overall Layouts (assume 2 sheets)		2				2		10					20		\$5,910																		\$5,910.00
2 Plan and Profiles (assume 13 sheets at 40 scale)		80				120	10	300					380		\$166,600																		\$166,600.00
2.1 TCP incl. Detour Routes (1 overall, 3 typicals, and 3 detours)		2				12		24					36		\$13,110																		\$13,110.00
2.2 Standard Details		1				1		4					4		\$1,835																		\$1,835.00
2.3 Special details		2				4		20					30		\$9,590																		\$9,590.00
2.4 SWPPP Plan Sheets and Details (assume 2 layouts and 1 detail sheet)		1													\$315																		\$315.00
1 Prepare 60% PSE Submittal															\$0																		\$0.00
1.1 Plan Set	2	12				20	2	20					20		\$16,520																		\$16,520.00
1.2 OPCC		1													\$315																		\$315.00
1.2 QA/QC of Submittal		8	16	8								20			\$17,880																		\$17,880.00
2 Prepare 90% PSE Submittal															\$0																		\$0.00
2.1 Revise Plan Set per City Comments		5				20		110					20		\$27,175																		\$27,175.00
2.2 Update OPCC		1				4		10							\$2,875																		\$2,875.00
2.3 QA/QC of Submittal		8	8	8								10	10		\$15,180																		\$15,180.00
2.3 Prepare Project Manual with Front End Document and Bid Form		5													\$15,775																		\$15,775.00
2.4 Attend 90% Submittal Review Meeting and Prepare Meeting Minutes		5												1	\$1,715																		\$1,715.00
3 Prepare 100% PSE Submittal															\$0																		\$0.00
3.1 Revise Plan Set per Review Meeting and City Comments		4				12		60							\$13,740																		\$13,740.00
3.2 Update OPCC		1				1		2							\$875																		\$875.00
3.3 Update Project Manual with Front End Document and Bid Form		1													\$315																		\$315.00
3.3 QA/QC of Submittal		15	8	8								10	10		\$17,385																		\$17,385.00
3.4 Attend 100% Submittal Review Meeting and Prepare Meeting Minutes		5												1	\$1,715																		\$1,715.00
4 Update 100% Submittal Per Review Meeting Comments and Submit signed/seal PSE		1													\$315																		\$315.00
5 Utility Coordination															\$0																		\$0.00
5.1 Project Management/Coord.		8										36			\$16,200																		\$16,200.00
5.2 Utility Adjustment Coord.								18	40	12					\$15,040																		\$15,040.00
5.3 Utility Engineering Matrix and Layout								80	74						\$26,860																		\$26,860.00
5.4 Adjustment Monitoring and Verification								36	96	10					\$27,800																		\$27,800.00
															\$0																		\$0.00
															\$0																		\$0.00
															\$0																		\$0.00
															\$0																		\$0.00
Hours Subtotal	2	170	32	24	0	196	12	698	210	58	40	20	510	2																			
Engineering Design SUBTOTAL	\$ 780	\$ 53,550	\$ 11,200	\$ 6,480	\$ -	\$ 47,040	\$ 4,560	\$ 111,680	\$ 39,900	\$ 22,040	\$ 15,200	\$ 7,800	\$ 81,600	\$ 280	\$ 402,110.00																		\$402,110.00
Bid Phase																																	
1 Provide City with Bid Ready Plan Set and Project Manual with Bid Form		1													\$315																		\$315.00
2 Attend Pre-Bid Meeting and prepare meeting Minutes		4												1	\$1,400																		\$1,400.00
3 Respond the Bidder's Questions		2	1			4		4							\$2,580																		\$2,580.00
4 Prepare Addendums (assume 1)		1	1			2		8					8		\$3,705																		\$3,705.00
5 Attend Bid Opening		4													\$1,260																		\$1,260.00
6 Prepare Bid Summary and Award Recommendation Letter		1												1	\$455																		\$455.00
7 Attend City Council Meeting for Award of Contract		4	4												\$2,660																		\$2,660.00
															\$0			</															



Project: MLK_Huntsville_CDBG
Date: Mon 5/4/26

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Page 1

May 4, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Senior Project Manager
Pape-Dawson
2107 Citywest Blvd
Houston, Texas 77042

Re: City of Huntsville – Martin Luther King Drive and 9th Street

Dear Mr. Baskin:

It is my pleasure to submit the following proposal to provide professional surveying services for the project referenced above. The project location is along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. The scope of work and associated fee are as follows:

Landtech will perform a Topographic Survey according to the City of Huntsville specifications including the following tasks:

1. Provide survey control map. Survey control will be based on the City of Huntsville monumentation system.
2. Submit a Texas811 buried utility locate request ticket and survey resulting paint marks and flags.
3. Survey visible surface features within the project limits. Collect cross sections every 100 feet within the project limits. Surveys will extend 100 feet along intersecting roadways. Surveys will generally extend 10'-20' outside the ROW, but Landtech will not enter fenced yards.
4. Establish existing ROW lines within the project limits. Separate ROW mapping is not included.

Project Lengths:

	Intersections	Length (ft)	Direction
9th Street		1300	
	9th St	100	W
	Sam Houston Mem. Dr	200	N, S
	Avenue H	100	S
	MLK Dr	100	S
MLK Drive		3950	
	9th St	100	E
	8th St	100	W
	7th St	100	W
	7th St	100	E
	6th St	100	W
	Thomason St	100	W
	Nance Cir	100	W
	3rd St	100	E
	2nd St	100	E
	1st St	100	E
	1st St	100	W
	Essex Blvd	100	W
	Total Project Length =	6950	feet

Surveys will be performed for a Total Lump Sum Fee of \$34,750.00.

Thank you for the opportunity to submit this proposal.

Sincerely,



Dennis Chalaire, RPLS
Vice President

City of Huntsville – MLK Drive & 9th Street – Survey 2026-5-4_revised.doc

May 4, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Senior Project Manager
Pape-Dawson
2107 Citywest Blvd
Houston, Texas 77042

Re: City of Huntsville – Martin Luther King Drive and 9th Street

Dear Mr. Baskin:

It is my pleasure to submit the following proposal for providing professional surveying services for the project referenced above. The scope of work and associated fee are as follows:

Preparation of CAD plan and profile strip map of the field survey data along 9th Street from Sam Houston Memorial Drive to Martin Luther King Drive and along Martin Luther King Drive from 9th Street to 700 feet north of Essex Boulevard in the City of Huntsville, Texas. Perform record research at public and private utility agencies.

6,950 feet x \$3.25/ft = \$22,587.50

Thank you for the opportunity to submit this proposal.

Sincerely,



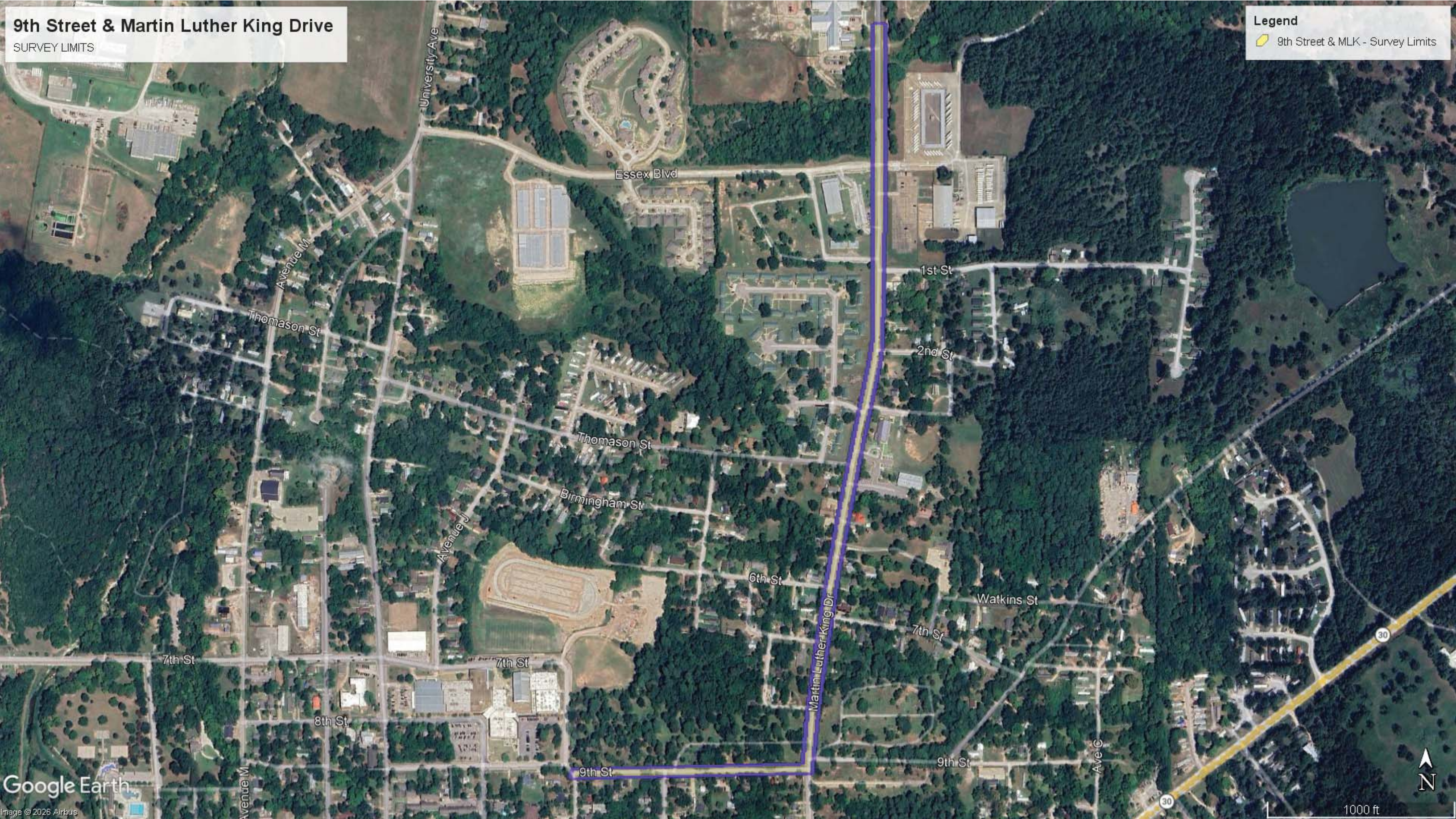
Dennis Chalaire, RPLS
Vice President

City of Huntsville – MLK Drive & 9th Street – CAD 2026-5-4_revised.doc

9th Street & Martin Luther King Drive
SURVEY LIMITS

Legend

 9th Street & MLK - Survey Limits





GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140756799

April 30, 2026

Mr. Marcus Baskin, P.E., PMP, CFM
Sr. Project Manager
Pape-Dawson
2107 CityWest Blvd Third Floor,
Houston, TX 77042

**Re: Proposal for Geotechnical Investigation
MLK Blvd and 9th Street Reconstruction
City of Huntsville, Texas**

Dear Mr. Baskin:

As per our discussions and e-mail provided on April 29, 2026, Geotest Engineering, Inc. (Geotest) is pleased to submit this proposal. The scope of the project includes reconstruction of existing pavement along 9th street from Sam Houston Memorial Drive to MLK Drive and along MLK Drive from 9th Street to Essex Blvd City of Huntsville, Texas. The proposed pavement will be either asphalt or concrete. No proposed pipelines (utilities) are proposed along the roadway.

The purposes of this investigation are to evaluate the soil and water level conditions along the project alignment and to provide geotechnical recommendations for proposed pavement replacement. Based on the information provided to us on April 29, 2026, the scope of this study will consist of the following:

- Call Texas 811 and coordinate with utility locators to get areas for the proposed borings cleared.
- Perform pavement coring to verify the existing pavement and to access the subsurface soils.
- Drill and sample a total of nine (9) 10-foot borings along the proposed alignment. The approximate boring locations are presented on Figure 1, Plan of Borings.
- Grout the borings with cement bentonite grout and patch the surface.
- Perform appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the proposed pavement (asphalt and concrete) including subgrade preparation.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

It is our understanding that your surveyors will tie-in our borings after completion of the drilling.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization. It is estimated that the fieldwork will be completed in about two (2) weeks barring bad weather. The laboratory tests will be completed in about four (4) weeks. A geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after receiving your authorization.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$16,214.00. The cost breakdown is given in Attachment No. 1. The invoices will be billed on a lumpsum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to propose this project. We hope that this proposal meets with your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Very truly yours,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Sr. Project Manager

Copies Submitted: (1-PDF)
Enclosure: Attachment No. 1 – Cost Breakdown
PC38\Geotechnical Proposals\1140756799.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

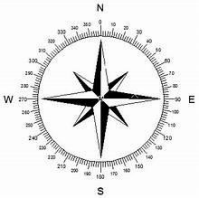
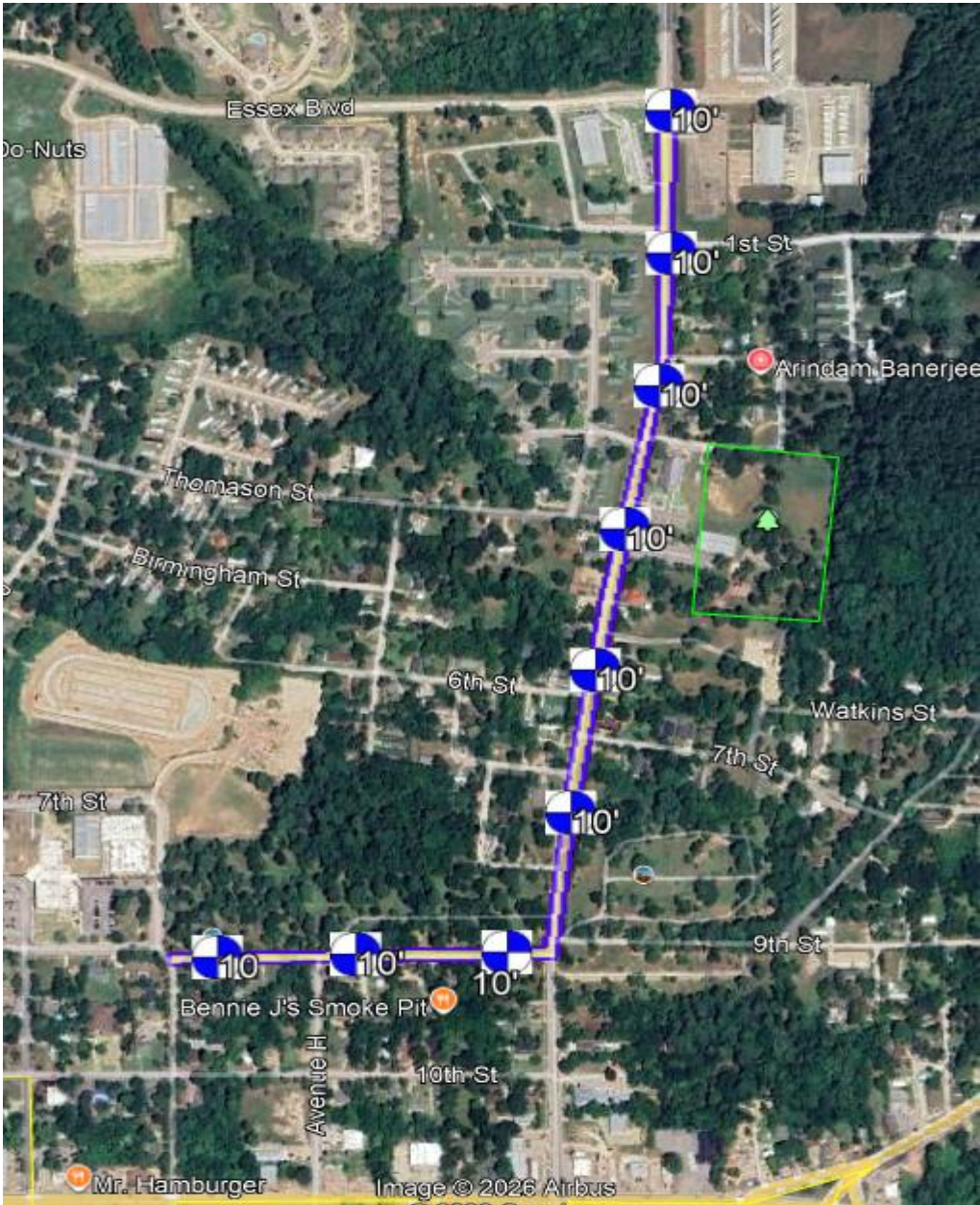
DATE: _____

**ATTACHMENT NO. 1
COST BREAKDOWN**

**MLK and 9th Street
City of Huntsville, Texas**

Proposal No. 1140756799

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Cost</u>
Field Investigation				
Mob and Demob of Tuck Mounted Drilling Rig and Drilling	1	Min	\$1,400.00	\$1,400.00
Drilling and Sampling	90	ft.	\$28.00	\$2,520.00
Field Coordination and Utility Clearance for Boring Locations	14	hrs	\$96.00	\$1,344.00
Vehicle Charge (marking borings and logging)	9	hrs	\$13.00	\$117.00
Concrete Coring	9	ea	\$135.00	\$1,215.00
Cement Bentonite Grout	90	ft.	\$12.00	\$1,080.00
Traffic Control	1	day	\$1,600.00	\$1,600.00
			Subtotal	\$9,276.00
Laboratory Testing				
Liquid and Plastic Limit	10	ea.	\$76.00	\$760.00
Sieve Analysis through No. 200 sieve	1	ea.	\$55.00	\$55.00
Moisture Content	45	ea.	\$12.00	\$540.00
Percent Passing No. 200 sieve	3	ea.	\$46.00	\$138.00
			Subtotal	\$1,493.00
Engineering Analyses				
Sr. Project Manager	2	hr.	\$250.00	\$500.00
Project Engineer	5	hr.	\$165.00	\$825.00
Staff Engineer	28	hr.	\$130.00	\$3,640.00
Support Personnel (Drafting, Word Processing)	5	hr.	\$96.00	\$480.00
				\$5,445.00
			Total Cost	\$16,214.00



PROPOSED PLAN OF BORINGS

Legend	Geotest Engineering, Inc
 Boring	MLK and 9 th Street Reconstruction City of Huntsville, Texas

PAPE-DAWSON CONSULTING ENGINEERS, LLC
RE: CITY OF HUNTSVILLE – MARTIN LUTHER KING DRIVE STREET IMPROVEMENT DRRP-190-1199 (the “Project”)
TERMS AND CONDITIONS

PAPE-DAWSON CONSULTING ENGINEERS, LLC, a Texas limited liability company, 2000 NW Loop 410, San Antonio, Texas 78213-2251, hereinafter referred to as "Engineer", has agreed to provide Professional Services to CITY OF HUNTSVILLE, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

2.4 Engineer shall comply with all applicable state and federal requirements, including, but not limited to, the State and Federal Regulations attached hereto as Exhibit "A" and incorporated herein by reference.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to the Services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the

Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should any of the individual tasks or services set out in the Proposal not be initiated within twelve (12) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for any such tasks or services not yet initiated.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal. Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for

damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors.

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 Ownership of Documents. All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments of service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 Laboratory Services. In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 Changed Conditions. The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 Opinions of Cost. Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 Construction Observation. If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally

familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 Subconsultants. Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

5.12 Access to Records. Engineer shall comply with 2 C.F.R. § 200.337 and provide Client, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, United States Department of Homeland Security, United States Department of Housing and Urban Development, the FEMA Administrator, the State of Texas, and the Texas General Land Office or any of their authorized representatives access, during normal business hours, to books and records which are directly pertinent to this Agreement for the purposes of making and responding to audits, examinations, excerpts, and transcriptions and allow copies to be made of said books and records. The right also includes timely and reasonable access to the Engineer's personnel for the purpose of interview and discussion related to the books and records.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 Compensation of Services. Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

Compensation. Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

Payments. Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 2000 NW Loop 410, San Antonio, Texas 78213-2251, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 Sales and Use Tax. Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the

establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for Services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client. Engineer is not an agent or partner of or participant in a joint venture with Client for any purpose.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and

subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations,

plans, specifications, or professional advice. Engineer shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer (the "Standard of Care"). Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Engineers & Land Surveyors, 1917 S. Interstate 35, Austin, TX 78741.

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2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
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	Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-	2 CFR 200 APPENDIX II (D)

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	Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200

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		APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The <u>Federal awarding agency</u> and the <u>non-Federal entity</u> should, whenever practicable, collect, transmit, and store <u>Federal award</u> -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The <u>Federal awarding agency</u> or <u>pass-through entity</u> must always provide or accept paper versions of <u>Federal award</u> -related information to and from the <u>non-Federal entity</u> upon request. If paper copies are submitted, the <u>Federal awarding agency</u> or <u>pass-through entity</u> must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient.	2 CFR 200.334

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	Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and	Texas Government Code 2271

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	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

AGREEMENT BETWEEN CITY AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE,
hereinafter called the OWNER, and
hereinafter called ENGINEER,
WITNESSETH that whereas the OWNER intends to construct _____,
hereinafter called the PROJECT. The effective date of this agreement is
_____.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth,
agree as follows:

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall serve as the OWNER's professional representative in the planning, design,
bidding, and construction phases of the PROJECT as outlined in Proposal dated _____
2026 from _____, (the proposal is hereinafter referred to as Exhibit 1), and
shall give consultation and advice to the OWNER during the performance of its services. In the
event of conflict between any provisions in this Agreement and any provisions in Exhibit 1, the
provisions in this Agreement will control.

The ENGINEER shall perform services necessary under this AGREEMENT in a competent
and professional manner with the professional skill and care ordinarily provided by competent
engineers practicing under the same or similar circumstances and professional license, as
expeditiously as is prudent considering the ordinary professional skill and care of a competent
engineer.

The OWNER's approval of drawings, design, specifications, reports incidental engineering
services or materials furnished hereunder shall not in any way relieve the ENGINEER of
liability for the technical adequacy of its services nor shall the OWNER's approval or
acceptance of the ENGINEER's services be construed as a waiver of any rights under this
AGREEMENT.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all
damages to the OWNER to the extent caused by the ENGINEER's negligent performance
of any of the services furnished under this AGREEMENT, except for errors, omissions or
other deficiencies to the extent attributable to the OWNER or any third party. The ENGINEER
shall not be responsible for any time delays in the PROJECT caused by circumstances beyond
its control.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding and construction phases (including observation of construction) of the PROJECT as outlined in Exhibit 1, and shall give consultation and advice to the OWNER during the performance of its services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED SERVICES may depend on the availability of financing and the needs of the OWNER; therefore, the ENGINEER shall not proceed with any phase of engineering services without specific written authorization by the OWNER.

2.1.1 Copyright or Patent Infringement: The ENGINEER shall indemnify and hold harmless OWNER from actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and he shall hold harmless the OWNER from loss or damage resulting therefrom, providing however, that the OWNER within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the ENGINEER in writing.

2.1.2 Insurance: Prior to commencement of services The ENGINEER shall secure and maintain such insurance as stated below from companies licensed or approved to do business in Texas:

(a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

(d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than \$2,000,000.

City will be named as an additional insured to all required coverage except for Worker's Compensation and Professional Liability and will provide certificate of such insurance to the City. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of Two Million Dollars to the OWNER before commencement of Services. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall provide Additional Services that are not already a part of Exhibit 1 and these will be paid by the OWNER a fee negotiated between the OWNER and the ENGINEER. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized (including services in addition to the ones listed below) will be in writing and signed by both Parties and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.3 Services resulting from significant changes in general scope of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

3.4 Providing renderings or models for the OWNER's use.

3.5 Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as

consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the ENGINEER other than visits to the PROJECT site or to regulatory agency offices having jurisdiction over the PROJECT.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the PROJECT.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the PROJECT.

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT.

3.16 Additional services in connection with the PROJECT, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.17 If requested by the OWNER or recommended by the ENGINEER and agreed to in writing by the OWNER, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the PROJECT site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

Reimbursable services shall include the following items when authorized in writing by the OWNER: transportation and subsistence of principals and employees on special trips to the PROJECT or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

3.20 The respondent will comply with all applicable Federal law, regulations, executive orders, NRCS/FEMA policies, procedures, and directives.

SECTION 4- THE OWNER'S RESPONSIBILITIES

4.1. THE OWNER AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:

4.2 Access to the Work: The OWNER shall guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT.

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

4.4 Legal Requirements: The OWNER shall serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the PROJECT.

4.5 Proposals: The OWNER shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.6 Protection of Markers: The OWNER shall protect to the best of its ability, all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the OWNER as extra services of the ENGINEER.

4.7 Standards: The OWNER shall furnish the ENGINEER with a copy of any design and construction standards it shall require the ENGINEER to follow in the preparation of Contract Documents for the PROJECT.

4. OWNER's Representative: The OWNER shall designate in writing, by appendix to this Agreement, a single person to act as the OWNER's Representative with respect to the services to be performed under this Agreement. The person designated as OWNER's Representative shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The OWNER may also appoint, and will notify the ENGINEER of such appointment, a 3rd party to act as the OWNER's agent for

consideration of the ENGINEER's services set forth in paragraph 4.3 above.

SECTION 5 - THE OWNER'S PAYMENTS TO THE ENGINEER:

5.1 Definitions of Construction Cost of the PROJECT, as herein referred to, means the total cost of all work designed or specified by the ENGINEER but does not include any payments to the ENGINEER or other consultants.

5.2 Abandoned or Suspended Services: If any services performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension.

5.3 The OWNER will make prompt payments in response to the ENGINEER's detailed statements for all categories of completed services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. However, the OWNER, in no circumstance, shall be required to make more than one payment a month. It is understood and agreed that the OWNER is not liable for payment of any fees for Basic Services described in this AGREEMENT until funds are available from bond sales or other lawful source of funds. Non-payment within 60 days of receipt of invoice may, at ENGINEER option, result in the suspension of services upon 14 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

5.4 Payments for Additional Services of the ENGINEER: The ENGINEER shall be reimbursed according to the attached Schedule of Charges for the additional services outlined under Section 3. Payments to the ENGINEER for additional services stipulated in Section 3 will be made monthly by the OWNER, upon presentation of monthly detailed statements by the ENGINEER.

SECTION 6 - THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

6.1 Termination:

(a) Without Cause. The OWNER or ENGINEER may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other. ENGINEER shall be paid for services actually performed up to the termination date.

(b) This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The OWNER shall then pay the ENGINEER

promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 64. The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.

6.2 Disputes: Should a dispute arise during the course of this PROJECT, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

6.3 Ownership of Documents: Any and all writings, documents, or information in whatsoever form or character produced by Engineer pursuant to the provisions of this Agreement is the exclusive property of OWNER; and no such writing, document or information shall be the subject to any copyright or proprietary claim by Engineer.

6.4 ENGINEER understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, OWNER has the right to use all such writings, documents and information as OWNER desires, without restriction. Any use of such writings, documents and information on purposes other than related to this Agreement by OWNER, shall be at the Owner's sole risk and without liability to the Engineer.

6.5. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEER respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the ENGINEER shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersede any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

6.6 Severability. Provisions of this AGREEMENT are severable and if any provision or part of this AGREEMENT or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the AGREEMENT and the application of such provisions or part of this AGREEMENT to other persons or circumstances shall not be affected thereby.

6.7. Jurisdiction and Venue. The laws of the State of Texas apply to this Agreement. Venue of any civil action will be in the County where the PROJECT is located.

6.8 Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST

ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

6.9 Written Notice.

Where written notice is mentioned in the AGREEMENT, it shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

OWNER Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvilletx.gov	ENGINEER
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6.10 Staffing. ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the ENGINEER:

PROJECT ROLE: _____

PROJECT ROLE: _____

6.11 Design Delays. OWNER and ENGINEER agree that time is of the essence in ENGINEER's work related to the PROJECT, it being acknowledged that ENGINEER shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Accordingly, ENGINEER shall have deducted from any amounts owed a sum of \$0 per calendar day beyond completion dates for the respective design phases of various PROJECT elements established in the agreed upon schedule attached to this AGREEMENT, as may be amended in writing between both parties.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.14 Open Records Contracting Information. If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

6.15 Prohibition on Contracts with Certain Companies. Engineer and the person or persons executing this Agreement on behalf of Engineer, or representing themselves as executing this Agreement on behalf of Engineer (collectively, the “Signing Entities”), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

6.16 Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

6.17. The signer of this agreement for the Engineer represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of the Engineer and to bind the Engineer to all of the terms, conditions, provisions and obligations herein contained.

6.18. If Engineer is a corporation, partnership, or a limited liability company, Engineer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

6.19. Any alterations, additions, or deletions to the terms herein, shall be effected by amendment, in writing, executed by both City and Engineer, and, if applicable, subject to formal approval by the City Council.

6.20. Engineer covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Engineer. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Engineer under this Agreement and that the Engineer has no authority to bind the City.

6.21 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Engineer agrees that the contract can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF HUNTSVILLE

ENGINEER:

By: _____
Scott E. Swigert
City Manager

By: _____
Name _____
Title _____

ATTEST:

ATTEST:

Kristy Doll - City Secretary

By: _____
Name: _____

APPROVED AS TO FORM:

Robby Chapman, City Attorney



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: 2.b.

Agenda Item: First Reading - Consider authorizing the City Manager to award the purchase of Cellular endpoints for water meters.

Initiating Department/Presenter: Public Works

Presenter:

Kim Kembro, Public Works Director

Recommended Motion: Move to waive the two-reading requirement and authorize the City Manager to award the purchase of cellular endpoints for water meters to Badger Meter in the amount of \$452,900.00.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services. Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion:

Staff requests approval for the purchase of approximately 1,600 ¾-inch, 200 1-inch, and 200 2-inch meter heads with cellular endpoints from Badger Meter for use within the City's water meter system.

The City has been proactively replacing older Advanced Metering Infrastructure (AMI) meters with newer Automated Meter Reading (AMR) meter heads as existing meters fail or require replacement. The upgraded AMR meter heads are compatible with cellular endpoints that automatically transmit meter readings and usage data directly to the Badger Beacon Portal. This technology eliminates the need for staff to physically obtain meter readings through traditional drive-by collection methods, resulting in increased operational efficiency, reduced labor demands, and improved accuracy in meter reading and customer usage monitoring. Additionally, the cellular endpoint system allows utility customers to monitor their water usage through the Beacon Portal at their convenience. Customers are charged a \$1.00 monthly fee for access to the service, which offsets the City's monthly service charge from Badger Meter for the cellular connectivity. Currently, the City has approximately 2,000 cellular endpoints installed throughout the system, with an estimated 10,000 additional endpoints remaining to complete the transition to the upgraded system.

Badger Meter is currently offering a promotional incentive in which the purchase of 100 cellular endpoints includes an additional 10 endpoints at no cost, along with a six-month waiver of the monthly cellular service fee. Based on the City's proposed purchase of 2,000 cellular endpoints, the City would receive 200 additional endpoints at no charge, resulting in an estimated savings

of approximately \$48,269.20. Implementation of the cellular AMR system will continue to improve operational efficiency by allowing utility staff to obtain meter reads remotely and in real time without requiring field personnel to conduct manual or drive-by readings.

The cellular endpoints are proprietary equipment and are considered a sole source item available exclusively through Badger Meter to maintain compatibility with the City's existing meter infrastructure and Beacon software platform.

Previous Council Action: None

Financial Implications: This item is budgeted in 220-361-55070 in the amount of \$452,900.00.

Approvals:

Kim Kembro
Ricardo Villagrand
Scott Swigert
Robby Chapman
Kristy Doll

Associated Information:

1. Badger Meter Cellhead Endpoint
2. Executed City of Huntsville 1 1 (2)

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID** 00422108
CITY OF HUNTSVILLE
1212 AVENUE M
HUNTSVILLE
Texas , 773404608

Pricing Effective Dates: 05-01-2026 - 06-01-2026

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
005744 SABRINA ALAQUINEZ	Proposal_3878032_05-02-2026	PREPAY/NO CHARGE For SHIPMENTS > \$35,000 FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 116-2518 Cat String: R4-BA1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	1600	226.84	362,944.00
2	BMI Part No.: 116-2518 Cat String: R4-BA1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	120	0.00	0.00
3	BMI Part No.: 68886-104 Description: ORION CELLULAR LTE SERV UNIT	10320	0.000	0.00
4	BMI Part No.: 116-2979 Cat String: R4-KC1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: KC1 - MODEL 70 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	200	224.89	44,978.00
5	BMI Part No.: 116-2979 Cat String: R4-KC1-M1BI-2B1-8BE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: KC1 - MODEL 70 HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/ Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/ Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	20	0.00	0.00

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
6	BMI Part No.: 68886-104 Description: ORION CELLULAR LTE SERV UNIT	1320	0.000	0.00
7	BMI Part No.: 116-2636 Cat String: R4-RD1-M1BI-2B1-8CE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: Model 170- 2" , HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	200	224.89	44,978.00
8	BMI Part No.: 116-2636 Cat String: R4-RD1-M1BI-2B1-8CE-NX-AG-TF-AA-B0A Description: R4 - REGISTRATION FOR: Model 170- 2" , HR-E ORION CELLULAR, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Standard, 8 Dial - 1 Gal, E - 1,000 NX - YR 9D BRCD IN, NONE out Pit/Remote Thru Lid Kit, TWIST TIGHT - 5 FT (MTR, ASSY), AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)	20	0.00	0.00
9	BMI Part No.: 68886-104 Description: ORION CELLULAR LTE SERV UNIT	1320	0.000	0.00

Subtotal - USD	452,900.00
Total Price - USD	452,900.00

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review. This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>



4545 W Brown Deer Road
PO Box 245036
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www.badgermeter.com

May 1, 2026

Mr. Paul Widner
City of Huntsville
448 Highway 75
Huntsville, TX 77320

RE: Sole Source Letter

Dear Mr. Widner:

This letter will confirm that Badger Meter is the sole source provider of E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® SaaS, BEACON Mobile Reading Solutions and ORION® Endpoints for the City of Huntsville.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A blue ink signature of Matthew B. Gieseke, written in a cursive style.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead

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E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders, HR-E LCD Encoders, BEACON® SaaS, BEACON Mobile Reading Solutions and ORION® Endpoints



CITY COUNCIL AGENDA

5/19/2026

Agenda Item Number: 2.c.

Agenda Item: Consider Resolution 2026-18 authorizing the City Manager to submit an application to the Texas Water Development Board for funding under the Water Supply and Infrastructure Grant Program (HB 500/WSIG) and to designate an authorized representative.

Initiating Department/Presenter: Finance

Presenter:

Christina Bodin-Turner, Grants Manager

Recommended Motion: Move to adopt Resolution No. 2026-18 authorizing submission of an application to the Texas Water Development Board Water Supply and Infrastructure Grant Program and authorizing the City Manager to act as the City's Authorized Representative.

Strategic Initiative: Strategic Priority #4, Infrastructure - Develop and maintain a comprehensive and well-planned infrastructure network that prepares for the challenges of the future and provides quality, modern and efficient, water, wastewater, drainage and transportation services.

Discussion: The Texas Water Development Board ("TWDB") administers the Water Supply and Infrastructure Grant ("WSIG") Program, authorized by House Bill 500, to provide financial assistance for eligible water supply and infrastructure projects.

The City of Huntsville is preparing an application requesting up to approximately \$21 million in funding for eligible infrastructure improvements associated with the N.B. Davidson Wastewater Treatment Plant Construction project. The WSIG Program does not require a local funding match for eligible projects.

As part of the application requirements, TWDB requires adoption of a resolution authorizing submission of the application and designation of an authorized representative. Resolution No. 2026-18 authorizes submission of the application and designates the City Manager as the City's Authorized Representative for purposes of the application and execution of required documents.

Staff is working with Westwood Professional Services, Inc., including Christopher Cha, to prepare the application and supporting documentation for submission to the Texas Water Development Board.

Previous Council Action: None

Financial Implications: None

Approvals:

Lance Hall

Scott Swigert

Robby Chapman
Sharon Schultz
Kristy Doll

Associated Information:

1. Resolution 2026-18

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT PROGRAM; AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY’S AUTHORIZED REPRESENTATIVE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS the Texas Water Development Board (“TWDB”) administers the Water Supply and Infrastructure Grant (“WSIG”) Program authorized by House Bill 500 to provide financial assistance for eligible water supply and infrastructure projects; and

WHEREAS the City of Huntsville has identified eligible infrastructure improvements associated with the N.B. Davidson Wastewater Treatment Plant Construction project as a project for consideration under the WSIG Program; and

WHEREAS the City of Huntsville desires to submit an application to the TWDB requesting financial assistance in an amount not to exceed Twenty-One Million Dollars (\$21,000,000) for eligible project components; and

WHEREAS the WSIG Program does not require a local funding match for eligible projects; and

WHEREAS the TWDB requires adoption of resolutions and authorization documents in connection with the filing of an application for financial assistance.

NOW, THEREFORE, be it resolved by the City Council of the City of Huntsville, Texas, that:

SECTION 1: The City Council hereby authorizes submission of an application to the Texas Water Development Board Water Supply and Infrastructure Grant Program for eligible infrastructure improvements associated with the N.B. Davidson Wastewater Treatment Plant Construction project in an amount not to exceed Twenty-One Million Dollars (\$21,000,000).

SECTION 2: Scott Swigert, City Manager, is designated as the City’s Authorized Representative for purposes of the application and execution of required documents.

SECTION 3: This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 19th day of May 2026.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Robby Chapman, City Attorney