
PROFESSIONAL SERVICES AGREEMENT

(Professional Engineering Services)

1. PARTIES

- 1.1 Parties. The Parties to this Professional Services Agreement (“Agreement”) are **Ally General Solutions, LLC** (“Engineer”), and **Harris County** (“County”), on behalf of its Harris County Engineering Department (“HCED”). County and Engineer each may also be referred to individually herein as a “Party,” or collectively as the “Parties.”

2. PURPOSE

- 2.1 Project Description. County intends to provide new traffic signal with pedestrian related appurtenances at the intersection Cypresswood Drive at Cypress Mill Place Boulevard, located in Harris County, Precinct 3 (“Project”). This Project is also identified as UPIN 25035MF3SB01.
- 2.2 Summary of Scope of Work. In addition to any applicable attachments to this Agreement describing the Scope of Work, County desires that Engineer provide Professional Engineering Services in the survey, design, and construction of the Project, as further described in Exhibit A attached.
- 2.3 Professional Engineering Services. The professional services to be performed under this Agreement are within the scope of professional engineering, as defined by state law, and will be provided in connection with the professional employment or practice of a person who is licensed or registered as a professional engineer. The professional engineering services shall be performed in accordance with Tex. Occ. Code Ann. §§ 1001.001, et. seq, as amended.
- 2.4 Professional Services Procurement Act. The work to be performed under this Agreement cannot be purchased on the basis of competitive bids since it is encompassed within Texas Government Code § 2254.002(2).

3. ENGINEER’S REPRESENTATIONS

- 3.1 Applicable Expertise. Engineer and the person executing this Agreement on behalf of Engineer certify and represent that Engineer (including Engineer’s agents, employees, volunteers, and subcontractors, as applicable) possesses the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement without significant disruption of those deliverables.
- 3.2 Permits and Licensing. Engineer represents that Engineer (including Engineer’s agents, employees, volunteers, and subcontractors, as applicable) possesses all special certifications, licenses, inspections and permits required by law to carry out the Scope of Work contemplated in this Agreement. Engineer’s agents, employees, volunteers, and subcontractors, as applicable, shall maintain appropriate accreditation and licensing, as required, through the State of Texas or other applicable licensing entities. Prior to the performance of any services under this Agreement, Engineer shall, upon written (including electronic) request, provide proof of valid licensure to HCED (including a listing of all licenses and expiration dates).
- 3.3 Authorized to Conduct Business. Engineer represents that Engineer is authorized to conduct the business and carry out the Scope of Work contemplated in this Agreement. Prior to starting performance under this Agreement, Engineer shall, upon written (including electronic) request, provide proof to HCED of the authority to do business in this state or at the location specified in this Agreement.
- 3.4 Ability to Perform. HCED will award contracts only to the most highly qualified available responsible provider/contractor possessing the ability to perform successfully under the terms, conditions, and budget of a proposed procurement. Consideration will be given to such matters as provider integrity, compliance with public policy, record of past performance, and financial and technical resources. Engineer represents

that Engineer has the administrative, managerial, and financial capability to ensure proper planning, management and completion of the Scope of Work described in this Agreement and further has the administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement.

- 3.5 Conflict of Interest Certification. Pursuant to Chapter 176 of the Texas Local Government Code, Engineer certifies that Engineer has completed any required conflict of interest disclosures or questionnaires (see www.ethics.state.tx.us). If this certification is materially incomplete or inaccurate, Engineer acknowledges that County shall have the right to terminate this Agreement without prior notice.
- 3.6 Certificate of Interested Parties Form 1295. Engineer certifies that it has accurately completed and submitted a notarized Certificate of Interested Parties Form 1295 ("Form 1295") in accordance with Texas Government Code § 2252.908 and the rules adopted thereunder. Engineer acknowledges that it is responsible for making any and all necessary updates and/or corrections to the applicable Form 1295 during the term of this Agreement. Engineer must either (1) mail the completed Form 1295 to the Harris County Engineering Department at 1111 Fannin Street, 11th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit the form by email to HCEDAdminSvc@harriscountytexas.gov.
- 3.7 Disbursements to Persons with Outstanding Debt Prohibited. Engineer certifies, by execution of this Agreement, that neither Engineer nor any of Engineer's principals owe any debts as defined in Local Government Code Section 154.045 (including delinquent property taxes). Engineer understands that certain disbursements are prohibited and that County may apply any funds due to Engineer under this Agreement to any outstanding balance of certain debts pursuant to Section 154.045. If this certification is inaccurate, County may also terminate this Agreement. In addition, Engineer hereby assigns any payments under this Agreement to the Harris County Tax Assessor-Collector for the payment of any current or future delinquent taxes.
- 3.8 Internet Access. Engineer shall maintain appropriate internet access, which will enable Engineer to access any secure online invoicing, reporting, or other web-based system designed for more efficient communication with HCED. As requested, Engineer shall submit required reports, invoices and related documents through an applicable secure internet site in a manner required to protect any confidential information submitted. Engineer shall review all instruction materials and/or attend all HCED provided training that is necessary for Engineer to properly utilize applicable web-based information systems.

4. SPECIFIC SCOPE OF WORK/SERVICES AND/OR DELIVERABLES

- 4.1 Specific work, products, services, licenses and/or deliverables. Engineer shall provide the work, products, services, licenses and/or deliverables required to be provided by Engineer and as set out in this Agreement and in Attachment A and all other referenced attachments incorporated in this Agreement (altogether referred to as the Scope of Work). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached Engineer proposal or correspondence. Engineer shall submit any and all project-related documents and invoices through the cloud-based project management software utilized by HCED for planning and management of all projects using real-time project data.
- 4.2 Written Authorization. From time to time during the course of this Agreement, HCED may deliver to Engineer written (including electronic) authorization (sometimes referred to as a notice-to-proceed, task-order, work-order or job-order) for providing certain work, products, services, licenses and/or deliverables contemplated in this Agreement, which Engineer shall then perform in accordance with this Agreement. Engineer shall not begin or proceed to the next design phase of the Scope of Work until Engineer receives from HCED a written (including electronic) authorization to proceed. County shall have no obligation to pay for and Engineer shall have no obligation to provide any work, services, products, or deliverables not rendered in accordance with a prior written authorization as described by this Section. Engineer shall complete the services called for by the calendar days and by the deadlines specified in this Agreement, including exhibits and written authorizations.

5. ADDITIONAL AND SPECIAL REQUIREMENTS

- 5.1 Cooperation with Other Service Providers. County may engage the services of other service providers for work related to the work, products, services, licenses and/or deliverables in this Agreement. Engineer shall reasonably cooperate with such other service providers and will not commit or permit any act that may interfere with the performance of work by any other service provider.
- 5.2 Non-Assignability. Unless otherwise authorized in this Agreement, neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other party, except that the express written permission of HCED shall be considered the permission of County. Such written permission will not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed. However, with notice to HCED, Engineer may assign this Agreement to any affiliate of Engineer that controls, is controlled by, has resulted from a merger with, or is under common control with, Engineer if the assignee is at least as capable and qualified to provide the deliverables contemplated in this Agreement. This provision is not intended to restrict any assignment that is required by Section 9.406 of the Texas Business and Commerce Code.
- 5.3 Independent Contractor/Parties. County expects Engineer to meet the high standards set forth in this Agreement and looks to Engineer for results only. Unless otherwise required by law or regulation, County shall not direct the methods used to obtain those results, and Engineer shall perform the services as an independent contractor under the sole supervision, management, direction, and control of Engineer. As an independent contractor, Engineer will accept directions pertaining to the goals to be attained and the results to be achieved, as applicable, pursuant to this Agreement, but Engineer shall be solely responsible for the manner in which Engineer will perform the services under this Agreement. Any methods that might be discussed in any training sessions given by HCED are not mandatory unless specifically required in writing in this Agreement or by law. Engineer is not obligated to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling the obligations under this Agreement, unless otherwise specifically set out in this Agreement. This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. The personnel and staff of Engineer are independent contractors or employees of Engineer and shall not for any purposes be considered employees or agents of County. Engineer assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and Engineer shall remain solely responsible for the supervision, daily direction, control and payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.
- 5.4 Employee Retention. Engineer agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel Engineer assigns to perform the duties and responsibilities under this Agreement will be properly trained and qualified for the functions they are to perform. If specific qualifications are set forth in job descriptions required by the funding entity and/or in this Agreement, unless a written waiver is granted, Engineer shall only assign personnel with the required qualifications to fulfill those functions. Notwithstanding transfer or turnover of personnel, Engineer remains obligated to perform all duties and responsibilities under this Agreement without degradation and in accordance with the terms of this Agreement.
- 5.5 Significant Organizational Change Notification. Engineer shall notify County immediately and in advance of any significant organizational change that could affect Engineer's ability to carry out all duties and responsibilities under this Agreement, including any change of Engineer's name or identity, ownership or control, or payee identification number. Engineer shall also provide written notice to County within 10 working days of the change. Engineer shall provide ownership information to County immediately upon any such change.
- 5.6 Adverse Actions Reporting. Engineer shall inform HCED, in writing, of any concluded investigation of Engineer (including Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) that is conducted by or on behalf of a government entity or other licensing or accreditation entity (including any state board of

examiners) and whose outcome included public censure or other public sanction (or any pending investigations, administrative actions, or lawsuits, that relate to the work under this Agreement or that could adversely affect any performance or obligation in this Agreement). If at any time a license of Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement required to be maintained to fulfill the Commitments in this Agreement is suspended, revoked or is determined to be out of compliance in Texas or any other state, this Agreement may be terminated immediately without prior notice, at the option of HCED, effective the date of the suspension, revocation or non-compliance. Engineer is not entitled to receive payment for services that were performed by Engineer while the required license was suspended or revoked. Engineer agrees to immediately inform HCED, in writing, of any adverse professional review action that is taken by a professional association or society and that is based on the professional competence or professional conduct of Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement. County may, at its sole option, terminate this Agreement, upon notice of such adverse professional review action.

- 5.7 Subcontracts. Unless otherwise explicitly set out in this Agreement, Engineer shall not enter into any subcontract for the work, products, services, licenses and/or deliverables under this Agreement unless, prior to any written authorization to proceed with work done in part by the subcontractor, Engineer has provided to HCED the qualifications of the subcontractor to perform and meet the standards of this Agreement. Engineer shall comply with all Texas Administrative Code and Texas professional licensing agency requirements for choosing any professionally-licensed subcontractor.
- 5.8 Professional Standards. Where specifically-applicable standards are not explicitly set forth in this Agreement, as someone with expertise in the field, Engineer must provide the work, products, services, licenses and/or deliverables in accordance with generally-accepted standards applicable to Engineer's profession or industry. Engineer and County agree and acknowledge that County is entering into this Agreement in reliance on the Engineer's competence and qualifications, as those were presented to County by Engineer with respect to professional services. Engineer shall at all times utilize the skill and attention to fully, timely, and properly render professional services for the development of The Project to final completion as set out in, or reasonably inferred from, the Scope of Work/Services. This shall be done in a manner utilizing the degree of care ordinarily used by licensed professionals performing similar services on projects of a similar nature and scope within the State of Texas. A professional engineer assigned by Engineer to manage the Scope of Work who is licensed to practice in the State of Texas shall be present and represent Engineer at meetings of any official nature concerning The Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, any pre-construction meetings and any construction meetings (for construction-related projects) with County staff and/or contractors, unless otherwise set forth in the Scope of Work or approved in writing by HCED.
- 5.9 County Procedures. To effectively perform the services stated above, Engineer must become familiar with various procedures, policies, data collection systems, and other information of County. Engineer shall adhere to all applicable County engineering guidelines, standards, and design criteria (see <http://www.eng.hctx.net>). HCED will assist Engineer in obtaining the information. Unless otherwise required by law, Engineer agrees to keep any sensitive information confidential and not disclose it to outside parties without first obtaining County's written authorization.
- 5.10 Ownership of Work Product. For the purposes of assigning ownership of Engineer work product, the work performed will be deemed, to the extent authorized by law, to have been done on a works-made-for-hire basis, as that term is understood in copyright law. In the event and to the extent that such works are determined not to constitute works-made-for-hire, Engineer hereby irrevocably assigns and transfers to County all right, title, and interest in such works, including, but not limited to, copyrights. County shall be the absolute and unqualified owner of all completed or partially-completed Engineer work product prepared pursuant to this Professional Services Agreement and shall have the same force and effect as if prepared by County, including mylar reproductions, drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, plans, cost estimates, inventions, designs, computer input/output information, computer applications, software, firmware, computations, and other documents (including the original electronic file format). Engineer may retain one set of reproducible copies for Engineer's sole use in

preparation of studies or reports for County only. Engineer is expressly prohibited from selling, licensing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of HCED. Engineer warrants that Engineer's work product will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or any other right of any third party, and Engineer will defend any claim, suit, or proceeding brought against County on the issue of infringement of any copyright by virtue of anything supplied by Engineer to HCED under this Agreement.

- 5.11 Trade Secrets. In connection with the work, products, services, licenses, Scope of Work, and/or deliverables provided under this Agreement, HCED may disclose to Engineer certain documents, data, and/or other information that is proprietary, confidential, or a trade secret (Trade Secrets). Engineer must not divulge or otherwise make unauthorized use of Trade Secrets or other protected information, procedures, or policies of HCED, any former employee, contractor, client, customer, or consultant, in the exercise of duties under this Agreement. Except to the extent authorized by a third party, neither Party shall copy, recreate, or use any proprietary information of a third party in the performance of services under this Agreement.
- 5.12 Nondisclosure and Confidentiality of Information. To the extent permitted by law, Engineer must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement. To fulfill Engineer's obligations under this Agreement, Engineer may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency. Engineer and the person executing this Agreement on behalf of Engineer acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to Engineer for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure of this information can irreparably harm the interests of County and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, Engineer must (1) not access any information without express written authorization of HCED; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate HCED officials; (4) not, except to the extent required by law, or necessary for the performance of this Agreement, release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever to outside parties without the express written consent of HCED; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to any person according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information, except to those who need to know such information and are obligated to maintain its confidentiality, including Engineer's partners, principals, representatives or employees as necessary to fulfill obligations under this Agreement; (7) notify HCED immediately of all requests for confidential information; and (8) immediately report to HCED all unauthorized disclosures or uses of confidential information.
- 5.13 Public Comment and Public Information Act. To the extent permitted by law, all contact with the news media, citizens of County, the State of Texas or other governmental agencies concerning The Project will be the responsibility of HCED. In the event Engineer is subject to the Texas Public Information Act, upon receipt of a written request for any information by Engineer developed in the performance of services under this Agreement, Engineer shall provide written notice to HCED of the request along with a copy of the request, and give HCED the opportunity to respond to the request prior to any release by Engineer. Unless required by law, under no circumstances shall Engineer release any material or information developed in the performance of services under this Agreement without the express prior written permission of HCED.

- 5.14 Applicable Laws. Engineer shall comply (and assure compliance by Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. Engineer shall immediately bring to County's attention any conflicts between any applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. If laws or regulations change and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective. If any such changes (that occur after the effective date of this Agreement and that Engineer should not reasonably have anticipated) require significant changes or additions to the Scope of Work that were not contemplated by the Parties, the Parties shall negotiate in good faith for the purpose of creating reasonable and equitable written modifications to this Agreement.
- 5.15 Records Retention and Management. Engineer shall maintain complete, accurate, and readily accessible records that are necessary to document and support the fulfillment of the obligations in this Agreement, including performance, design, underlying calculations, and financial records, as well as a copy of this Agreement. Engineer shall maintain and make available for inspection the Records for a minimum of four (4) years following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement, whichever is longer (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings).
- 5.16 Authority of Harris County Engineer. The Harris County Engineer ("County Engineer") shall decide any and all questions that may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by Engineer. It is mutually agreed by both Parties that the County Engineer shall act as referee between the Parties in all questions arising under the terms of this Agreement and that the decisions of the County Engineer shall be final and binding alike on all Parties. If agreed to in writing by Engineer and the County Engineer (or designee), Engineer and the County Engineer may make adjustments to the Scope of Work that do not destroy the purposes of this Agreement. In making the aforementioned adjustments to the Scope of Work, Engineer and the County Engineer may adjust any corresponding firm fixed or maximum prices that neither increase the maximum amount of funds that Commissioners Court has authorized to be encumbered nor destroy the purposes of this Agreement. Any of the aforementioned adjustments to the Scope of Work and/or corresponding adjustments to any firm fixed or maximum prices (collectively, "Adjustments") may be reflected by a written Special Amendment to the Scope of Work in this Agreement ("Special Amendment"). Nothing contained in this section shall be construed to authorize the County Engineer to alter, vary, or amend any of the terms or provisions of this Agreement, other than the aforementioned Adjustments. The County Engineer is authorized on behalf of the County to make Adjustments (as defined herein) and execute a corresponding Special Amendment without further action by Commissioners Court. The Harris County Auditor ("County Auditor") is authorized, without further action by Commissioners Court, to certify additional funding for any Adjustments upon execution of a Special Amendment by the County Engineer.
- 5.17. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Engineer warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Engineer does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- 5.18 Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

6. INSURANCE

- 6.1 Coverage and Limits. During the Term of this Agreement and any extensions thereto, Engineer at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, Engineer shall provide and maintain the following coverage and limits:

- (a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the Project, and in accordance with state law.

Employers' Liability

(i)	Each Accident	\$1,000,000
(ii)	Disease – Each Employee	\$1,000,000
(iii)	Policy Limit	\$1,000,000

- (b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *County shall be named Additional Insured on primary/non-contributory basis.*

(i)	Each Occurrence	\$1,000,000
(ii)	Personal and Advertising Injury	\$1,000,000
(iii)	Products/Completed Operations	\$1,000,000
(iv)	General Aggregate (per project)	\$1,000,000

- (c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- (d) Umbrella/Excess Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. *County shall be named Additional Insured on primary/non-contributory basis.*
- (e) Automobile Liability insurance to include Engineer's liability for death, bodily injury, and property damage resulting from Engineer's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars (\$1,000,000) for each accident. *County shall be named Additional Insured on primary/non-contributory basis.*

- (f) Any other coverage required of Engineer pursuant to statute.

6.2 Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by Engineer, Engineer shall provide County evidence of all of the above coverage on forms and with insurers acceptable to County. Engineer must maintain a valid Certificate of Insurance as described herein on file with County at all times during the term of this Agreement. Engineer must either (1) mail the Certificate of Insurance to the Harris County Engineering Department at 1111 Fannin Street, 11th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit it by email to AgreementInfo@harriscountytexas.gov.

6.2.1 Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

6.2.2 Certificates of Insurance. Engineer shall provide unaltered Certificates of Insurance which evidence the required coverage and endorsements and satisfy the following requirements:

- (a) Be less than 12 months old;
- (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;

- (c) Include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
- (d) Be appropriately marked to accurately identify:
 - (i) All coverage and limits of the policy;
 - (ii) Effective and expiration dates;
 - (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

6.2.3 Certified Copies of Policies and Endorsements. Upon request, Engineer shall furnish certified copies of insurance policies and endorsements to County.

6.2.4 Renewal Certificates. Renewal certificates are due to County at least thirty (30) days prior to the expiration of the current policies.

6.2.5 Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. Engineer shall furnish evidence of such insurance to County as well.

6.3 Additional Insured. Engineer shall include County and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. Engineer's coverage shall be primary insurance to any similar insurance maintained by County and must contain an endorsement stating such. Coverage to County as an Additional Insured on any of Engineer's insurance coverage shall not be subject to any deductible.

6.4 Deductibles. Engineer shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any claim it may have for the same against County, its officers, directors, agents, or employees.

6.5 Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). Engineer shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

6.6 Waiver of Subrogation. Engineer waives any claim or right of subrogation to recover against County, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

6.7 Notice of Cancellation, Non-Renewal, or Material Change. Engineer shall provide County with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.

6.8 Remedies for Noncompliance. Failure to comply with any part of this Section is a material breach of this Agreement. Engineer could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Services, or be terminated from this Agreement for any lapse in coverage or material change in coverage which causes Engineer to be in noncompliance with the requirements of this Section.

7. FUNDING, COMPENSATION AND/OR BASIS FOR PAYMENT, METHOD, AND LIMITATIONS

7.1. Payments/Compensation. For and in consideration of the work, products, services, licenses or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, County shall pay Engineer in accordance with the fee schedule and rates specified in this Agreement, including in the Attachments up to the total maximum amount specifically appropriated, encumbered, and then certified as available by the County Auditor.

7.2. Funding and Appropriations Limit. County shall have no obligation to pay for and Engineer shall have no obligation to provide any work, products, services, licenses and/or deliverables until sufficient funds are

certified by the County Auditor. County intends to initially appropriate, encumber, and certify as available by the County Auditor the total maximum sum of **Eighty-Eight Thousand Six Hundred Sixty-One and 50/100 Dollars (\$88,661.50)** to pay and discharge any and all liabilities that County may incur arising out of this Agreement. Any other provision notwithstanding, County shall never be liable to pay Engineer any greater amount under this Agreement than is specifically appropriated, encumbered, and then certified as available by the County Auditor.

- 7.3. Auditor's Certification of Funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.
- 7.4. Funding Out/Non-Appropriation. It is further understood that pursuant to Local Government Code Chapter 111, when and if the work, products, services, licenses and/or deliverables and charges provided for herein are equal to or exceed the amounts certified available, Engineer is authorized to terminate some or all of Engineer's work, products, services, licenses and/or deliverables under this Agreement unless the County Auditor certifies that additional funds are available, in which event Engineer agrees to continue to provide the products, services and/or deliverables to the extent funds are available. When all the funds certified by the County Auditor, together with any additional funds thereafter certified, are expended, County will have no further liability, and the sole and exclusive remedy of Engineer will be to immediately terminate this Agreement unless the County Auditor certifies additional funds.
- 7.5. Billing Statements/Invoices. Unless otherwise indicated in this Agreement, no later than the 10th day after the end of each calendar month within the term of this Agreement, Engineer shall submit to HCED a billing statement or invoice for all unpaid products, services and/or deliverables, along with any applicable rates, including the applicable firm fixed price and any applicable percentage completed for specific tasks/deliverables as specified in this Agreement. The data in the billing statement or invoice must be in a format designated by HCED and the County Auditor, and must include any purchase order number. An authorized agent of Engineer must certify and swear under penalty of perjury that the work was performed, the work was properly authorized in writing by HCED, and all information contained in the statement or invoice is true and correct. All products, services and/or deliverables billed must be rendered during this Agreement term. Engineer shall submit to HCED billing statements or invoices limited to work done and products, services and/or deliverables provided pursuant to this Agreement, and Engineer shall not include in such billing statements or invoices any work, products, services, licenses and/or deliverables provided, required to be performed, or billed under or pursuant to any other agreements with County. HCED will review each statement or invoice and approve it with any modifications HCED deems appropriate after mutual consultation and agreement with Engineer. HCED will then forward the approved statement or invoice to the County Auditor for payment. County will pay Engineer the proper amounts due and owing under this Agreement within thirty (30) calendar days of receipt of the approved statement or invoice to extent allowed by law. Each statement or invoice must include a monthly inventory of work, products, services, licenses and/or deliverables provided during the billing period and any other details HCED reasonably requests for verification purposes, which might include:
- (a) The date(s) work, products, services, licenses and/or deliverables were provided;
 - (b) Meetings and lists of attendees, if applicable;
 - (c) Detailed description of the work, products, services, licenses and/or deliverables provided;
 - (d) The total amount billed, and any other details of the work, hours, or services as may be requested by the County Auditor;
 - (e) If applicable, the case number for which services were performed;
- 7.6. Overpayments. Within 10 calendar days after request by HCED, Engineer must reimburse to County all funds paid by County to Engineer that any funding entity or auditor determines have been improperly paid to, or expended by, Engineer. County may withhold, suspend, or reduce any and all payments due to Engineer until any overpayments are reimbursed.
- 7.7. Costs of Substitute Services. If Engineer fails to perform any of its obligations under the Agreement and County procures substitute services upon such terms as are appropriate, County shall deduct the reasonable

costs for such services from any payments owed to Engineer under this or other agreements. Engineer must reimburse to County, within thirty (30) calendar days after request by County, any additional costs of such substitute services beyond what has already been deducted by County. County may also withhold, suspend, or reduce payments due to Engineer until the costs of such substitute services are reimbursed to County by Engineer. This provision is not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement and is in addition to and not in lieu of any other remedies.

- 7.8. Billing Audits. County and its designee shall have the right to examine and audit all of Engineer's billings/invoices and all of Engineer's backup and support data for billings/invoices for this Agreement. Upon HCED's request, Engineer agrees to make such data and supporting documentation available to the County Auditor or designee in Harris County, Texas. Engineer shall maintain complete and accurate records necessary to fulfill any obligations in this Agreement, including a copy of this Agreement, including detailed time records identifying each person performing services that were billed on an hourly basis, the corresponding dates of the services, the applicable firm fixed price and the percentage completed for specific tasks as specified in this Agreement, any applicable hourly or cost-plus rates, the total amount billed for each person as applicable, and the total amount billed for all persons as applicable. Engineer shall maintain and make available for inspection (electronically or in Harris County during regular business hours) the Records for a minimum of four (4) years days following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.
- 7.9. County Auditor to Make Final Decision. The decision of the County Auditor as to the amount owed shall be final if there is any dispute between County and Engineer as to the amount owed to Engineer for any monthly statement or invoice submitted by Engineer. County agrees to notify Engineer of any questionable item and is authorized to withhold payment until all questions are resolved either by final audit or by agreement of the Parties.

8. TERM OF THE AGREEMENT

- 8.1 Time Period. The time period for performance ("Term") of this Agreement shall begin upon execution of all the Parties and end on the later date of (a) Project completion or (b) one year minus a day from execution of all the Parties.

9. TERMINATION PROVISIONS

- 9.1 Determination of Material and Non-Material Breaches. The County Engineer shall determine whether a breach of this Agreement by either Party is material or non-material. The County Engineer's determination shall be final and binding alike on all Parties.
- 9.2 Non-Material Breaches. If either Party refuses or fails to perform any of its non-material obligations in this Agreement, the other Party may give written notice of the failure. If the breaching Party fails or refuses to cure the failure of any non-material obligation in the notice within ten (10) calendar days after notice is given, the other Party may terminate this Agreement immediately. HCED is authorized to give notice for County.
- 9.3 Material Breaches.
- 9.3.1 Suspension. HCED may suspend this Agreement immediately for any material breach by giving a notice of suspension. As soon as the notice of suspension is received, Engineer shall discontinue all services in connection with the performance of this Agreement. HCED is authorized to suspend on behalf of County.

- 9.3.2 Termination. The County may terminate this Agreement for a material breach at any time by notice in writing to the Engineer.
- 9.4 No Waiver of Remedies. The provisions in this Section are not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement. The right to terminate for a material and non-material breach is in addition to and not in lieu of any other remedies.
- 9.5 Termination Statement. As soon as practicable after receiving notice of termination, Engineer must submit a statement or invoice to HCED that complies with the requirements in this Agreement. This statement or invoice must show in detail the unbilled/uninvoiced services performed for County under this Agreement to the date of termination. If the payments were to be made in lump sums and services were rendered after the last lump sum payment, the statement or invoice shall reflect the prorated amount due.
- 9.6 Return of Documents after Termination. If permitted by law and any established ethical requirements applicable to specific professionals, Engineer shall promptly deliver to HCED all completed or partially completed work product, designs, data, information, and documents prepared under this Agreement on behalf of County. Within 2 business days after the effective date of termination, Engineer shall return to HCED all records, files, documents, notes and other items in Engineer's possession, if any, relating to any assignments or work that Engineer has undertaken or been given under this Agreement, if permitted by law and any established ethical requirements applicable to specific professionals. Engineer shall deliver to HCED all completed or partially-completed designs, drawings and specifications prepared under this Agreement, including the original electronic file format. Nothing in this section is intended to require Engineer to surrender Engineer's own records to HCED after termination.
- 9.7 Agreement Transition. In the event the Agreement ends by either expiration or termination, Engineer shall, at the request of the County, assist in the transition until such time that a replacement engineer can be named. Engineer acknowledges its responsibility to cooperate fully with the replacement engineer and the County to ensure a smooth and timely transition to the replacement engineer. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

10. INDEMNIFICATION

- 10.1 No Waiver of Governmental Immunity. County does not waive any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.
- 10.2 General Indemnity. To the extent allowed by law, Engineer agrees to indemnify and hold harmless County, HCED, their officers, employees, and agents from liability, losses, expenses, demands, reasonable attorneys' fees, and claims for bodily injury (including death) and property damage to the extent caused by the negligence, intentional tort, intellectual property infringement of Engineer (including Engineer's agents, employees, volunteers, and subcontractors/consultants under contract, or any other entity over which Engineer exercises control, in the performance of the services defined in this Agreement). Engineer shall also save County harmless from and against any and all expenses, including reasonable attorneys' fees that might be incurred by the County, in litigation or otherwise resisting such claims or liabilities.

11. MISCELLANEOUS

- 11.1 Notices. Any notice required to be given under this Agreement ("Notice") may be given by hand delivery or certified United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following:

ENGINEER: Rolando Castaneda, P.E.
President
Ally General Solutions, LLC
5300 Hollister Rd., Suite 111
Houston, TX 77040
Email: rcastaneda@ags-e-c.com

COUNTY: Dr. Milton Rahman, PhD, P.E., PMP, CFM, ENV
SP Executive Director & County Engineer
Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, TX 77002
Email: AgreementInfo@harriscountytexas.gov

All other communications may be sent by electronic means or in the same manner as Notices described herein.

- 11.2 Receipt of Notice. Notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 11.3 Change of Address. Each Party shall have the right to change its respective address by giving at least ten (10) days' written notice of such change to the other Party.
- 11.4 Force Majeure. Neither Party will be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause beyond the reasonable control of such Party if such cause is generally recognized under Texas law as constituting impossible conditions. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within 10 business days of the existence of such Force Majeure event or otherwise waive this right as a defense.
- 11.5 E-Mail Addresses. Engineer affirmatively consents to the disclosure of e-mail addresses that are provided to County or HCED. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code § 552.137, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Engineer and any agents acting on Engineer's behalf and shall apply to any e-mail address provided in any form for any reason, whether related to this Agreement or otherwise.
- 11.6 Entire Agreement (Merger). This Agreement contains the entire agreement and understanding between the parties relating to the rights granted to and the obligations of the parties. All prior negotiations, discussions, correspondence and previous understandings are superseded by this Agreement. Any oral representation or modification concerning this Agreement shall be of no force or effect.
- 11.7 No Oral Modifications. Unless otherwise explicitly stated in this Agreement, this Agreement cannot be changed except by a written subsequent modification authorized by all parties.
- 11.8 Inducements. In making the award of this contract, County relied on Engineer's assurances and representations made in this Agreement. Any false assurances and representations by Engineer shall be immediate grounds for termination of this Agreement without prior notice at the option of County.
- 11.9 Contract Construction. The titles assigned to the various Articles of this Agreement are for convenience. Titles shall not be considered restrictive of the subject matter of any Article or other part of this Agreement. Likewise, the provisions of purpose in this Agreement are intended to be a general introduction and are not intended to expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions in this Agreement.


- 11.10 Ambiguities. Ambiguities, if any, shall not be interpreted against the drafter of this Agreement.
- 11.11 No Waiver of Default. Any waiver by either Party of one or more defaults on the part of the other Party in the performance of obligations under this Agreement is not a waiver of any subsequent defaults.
- 11.12 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies of County are not exclusive, but are cumulative of all rights and remedies that exist now or in the future.
- 11.13 No Third Party Beneficiaries. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 11.14 Non-Exclusivity. Unless explicitly provided in this Agreement, nothing shall prevent either Party from contracting with other parties for the provision of the same or similar services or deliverables that are contemplated by this Agreement.
- 11.15 Limited Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, employee, or agent of County.
- 11.16 Dispute Resolution Process. The Parties will meet and confer in good faith to work together to resolve problems or disputes that may arise. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually-agreeable dispute resolution process.
- 11.17 Survivability Clause. Any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement, including indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- 11.18 Savings/Severability Clause. If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, is held to be invalid, void, or unenforceable by a court of competent jurisdiction, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable provisions of law. In any event, the remaining provisions the same shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose and operation of this Agreement. If necessary in order to make this Agreement valid and enforceable, the Parties shall meet to confer upon an amendment or modification.
- 11.19 Time is of the Essence. Time is of the essence with respect to Engineer's performance under this Agreement, and Engineer shall perform all services diligently until completed.
- 11.20 Choice of Law. This Agreement shall be construed according to the laws of the State of Texas without giving effect to its conflict of laws provisions. Venue lies only in Harris County as per Texas Civil Practice and Remedies Code Sec. 15.015, and any alternative dispute resolution, suit, action, claim, or proceeding with respect to or arising out of this Agreement must be brought solely in the courts or locations that are situated in the State of Texas, County of Harris. Both parties irrevocably waive any claim that any proceeding brought in Harris County has been brought in an inconvenient forum.
- 11.21 Exhibit List. The following attachments are a part of this Agreement:
- Exhibit A. Scope of Services
 - Exhibit B. Schedule
 - Exhibit C. Compensation for Professional Services
 - Exhibit D. Engineer Team Acknowledgments

- 11.22 Tax Exemption. Pursuant to Texas Tax Code § 151.309, as a political subdivision, County claims exemption from sales and use taxes and will provide exemption certificates upon written request. County shall not be liable to reimburse or pay any personal property taxes, charges, or fees assessed against Engineer.
- 11.23 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 11.24 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the Party's governing body to legally obligate and execute this Agreement on behalf of the Party.

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

ALLY GENERAL SOLUTIONS, LLC

By:  _____
Rolando Castaneda, P.E.
President

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
Harris County Attorney

By:  _____
Stanley Sun
Assistant County Attorney
CAO File Number 25GEN1785



6/19/2025

Dr. Milton Rahman, P.E.
County Engineer
Harris County Engineering Department (HCED)
1111 Fannin St., 11th Floor
Houston, TX 77002

Attention: Windepa Guissou
HCED Project Manager

**SUBJECT: Cypresswood Dr at Cypress Mill Place Blvd
UPIN No. 25035MF3SB01, Pct. 3**

Dear Mr. Rahman:

Ally General Solutions, LLC (AGS) is pleased to submit this proposal to provide engineering services for the Standalone Signal Design at the intersection of Cypresswood Dr at Cypress Mill Place Blvd including construction support. Based on information received from HCED, this project will install a new signal at the subject intersection.

MBCO Engineering & Surveying will provide surveying services per Harris County guidelines.

EXHIBIT A – SCOPE OF SERVICES

Basic Services

1. Survey
 - A. Topographic
 - B. Abstract and document existing ROW
 - C. Metes and Bounds for necessary easements – See **Optional Additional Services**
 - D. Construction Staking
 - Construction staking of Design

Survey Coordination

AGS shall work with **MBCO Engineering & Surveying** to ensure the surveyor will provide the required topography and Survey Control, Level B SUE (with whatever adjustments that the County and **AGS** agree to) and Existing ROW. Under the County's guidance, **AGS** shall also coordinate with the Surveyor for Proposed ROW as optional additional. **AGS** shall review the Utility Conflict Table prepared by **MBCO Engineering & Surveying** and confirm the applicable Utility Conflicts for final submission to the County. **AGS** will expect **MBCO Engineering & Surveying** to provide topo cut sheets including alignment information prior to the 50% Field Meeting.

2. Design Phase
 - A. Deliverables (50% Field, 1st Submittal, 2nd Submittal and final)
 - Cost estimate (NTP 1 & NTP 2)

- Plans
 - Project manual – **Not Needed – On-Call Contractor**
 - Support exhibits/interim submittals (if needed)
- B. Project Management
- Monthly progress reports
 - Meetings (milestones at minimum, 50% Field, SOLS)
 - Obtain all necessary agency approvals.
 - Survey coordination – MBCO Engineering & Surveying
- C. Utility coordination
- Represented existing utilities in plan
 - Update utility contact/conflict list
 - Signature block
 - Attend utility coordination meetings

Design Phase Services

AGS will design the **SIGNAL** to include but not limited to the following:

- Coordination with Center Point Energy to schedule utility meetings to discuss SOLS as well as utility signatures. AGS will work with CenterPoint to obtain SOLS.
- Mast Arm configuration and horizontal LED vehicle signal heads
- Two pole-mounted LED luminaires, TBD in design, for safety lighting.
- Loop detectors for vehicles and push buttons for pedestrians and be fully actuated
- Radar detection at private driveways
- Pedestrian-related LED countdown signals, APS push buttons, signing and crosswalks
- Paving plan to include possible median nose modifications within the north, east, and west legs of the intersection.
- New wheelchair ramps in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) as adopted by Harris County at each corner of the intersection as designed.
- New pavement markings up to 500 feet along Cypresswood Dr and 250 feet along Cypress Mill Place Blvd.

AGS will develop Design Drawings to include but not limited to the following sheets:

- Title Sheet
- Index of Drawings
- Express Review Sheet
- General Notes Sheet
- Basis of Estimate
- Existing Conditions Layout
- Proposed Wheelchair ramp details Layout
- Proposed Paving Plan left turn lane extension, wheelchair ramps, median nose, and curb radius improvements asphalt.
- Proposed Traffic Signal Layout including Wiring Chart

- Proposed Traffic Signal Elevations
- Permanent Signing & Pavement Markings
- Standard Drawing Details with design tables to be complete
 - Mast Arm Assembly Details (100 mph Wind Zone)
 - Mast Arm Foundation (100 mph Wind Zone) based on the finalized 50% Layout
 - Luminaire Arm Details (100 mph Wind Zone)
 - Pedestrian Signal and Pole Installation Details
 - Traffic Control Plan sheet with table filled out for the posted speed limit.

In addition to the above listed Design Drawings at First, Second and Final Submittals, deliverables including but not limited to:

- Signed & Sealed Topographic Survey Data (to be prepared by [MBCO Engineering & Surveying](#))
 - Utility Conflict Table
 - to be prepared by [MBCO Engineering & Surveying](#) and Conflicts verified by [AGS](#)
 - 50% Layout including (type and placement):
 - Proposed Exhibit to facilitate NTP1 & SOLS
 - Proposed traffic signal pole locations
 - Proposed signal head locations
 - Proposed controller cabinet location
 - Proposed service outlet location
 - luminaries (type and placement)
 - ramps (type and placement)
 - crosswalk placement
 - pedestrian push buttons and pedestrian heads (type and placement)
 - Flashing Yellow Analysis & Memo
 - Sight triangles for 15' and 25' setback
 - Cost Estimate (NTP 1 and 2, NTP 1 will be all long lead items), in both PDF and MS-Excel Format
 - *Any required easements (to be prepared by [MBCO Engineering & Surveying](#), if needed)*
 - *Proposed ROW (to be prepared by [MBCO Engineering & Surveying](#), if needed)*

AGS shall prepare Design Drawings per Harris County signal design guidelines as one bid-ready package as follows:

- Prepare at 1:20 full and 1:40 half scale in English Units as Full size 22" x 34" layouts and/or Half size 11" x 17".
 - 2nd and Final plan sets should be signed and sealed; 1st submittal will be construction/bid ready. Sign and Seal with utility signatures bond set of plans for final submittal.
 - Prepare all design drawings using AutoCAD or MicroStation consistent with the level structure required by Harris County
 - Provide basis of estimate in Harris County format
 - Provide computer files containing all required design drawings
3. Bidding and Award Phase - **On Call Contractor**

Construction Phase Services

Construction Support Services will include:

- A. Survey Staking Coordination
- B. Construction Support Services

AGS will review and respond to RFIs and Change Orders submitted by the Contractor. In addition, **AGS** will also prepare Record Drawings reflecting all changes made in the specifications and working drawings during the construction process. As per the County's latest requirement, **AGS** will provide laminated sheets of the proposed signal layout (3 sheets) that can be stored in the signal cabinet.

Optional Additional Services

The optional additional services are items that may be authorized but are not required to be authorized. This shall be up to the discretion of the Harris County Project Manager to identify these services.

- 1. Proposed ROW Parcel Map and Metes & Bounds Services
 - a. Additional – See Survey-Additional Services on **Exhibit C** for details.
- 2. SUE Services
 - a. Optional – See Survey-Optional Services on **Exhibit C** for details.

SCHEDULE

AGS shall complete the Design Services for the subject signal within 90 calendar days from Notice to Proceed (NTP) as per the County preferred schedule. This schedule includes 45 calendar days for the topographic survey, 15 calendar days for utility coordination, and 5 calendar days each for agency review after the First and Second Submittals. If the schedule needs to be revised, **AGS** will defer to HCED. Note that **AGS** will not proceed with any work or additional services without written NTP from HCED. See Preliminary Schedule as shown in **Exhibit B**.

COMPENSATION

Ally General Solutions, LLC (AGS) estimated fixed fee is as follows which includes labor and non-labor reimbursable expenses. The hours estimate and cost breakdown are shown in **Attachment C**.

Refer to [MBCO Engineering & Surveying Attached Proposal](#)

Task	Fee
Design Services	\$33,354.00
Construction Support Services	\$ 4,190.00
Basic Survey Coordination Fee	\$ 2,366.75
Construction Support Coordination Fee	\$ 480.75
Basic TOTAL	\$ 40,391.50

Ally General Solutions, LLC
5300 Hollister Rd, Ste 111 Houston, TX 77040
Ph: (281) 888-7682
rcastaneda@allygeneralsolutions.com
www.ags-e-c.com



ROW, Topographic & Tree Surveying	\$23,667.50
Construction Staking Survey	\$4,807.50
Survey TOTAL	\$ 28,475.00
Optional Survey Coordination Fee (\$336.25 per easement)	\$1,345.00
Optional Proposed Easement Exhibit (\$3,362.50 per easement)	\$13,450.00
Optional Services – Allowance for Changes to Drawings	\$5,000.00
Optional TOTAL	\$19,795.00
GRAND TOTAL	\$ 88,661.50

We appreciate the opportunity to serve Harris County and look forward to Notice-to-Proceed. We are prepared to initiate work on this project immediately. We sincerely appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions regarding the proposal, please do not hesitate to contact me at **281-888-7682** or at rcastaneda@ags-e-c.com with any questions.

Sincerely,

ALLY GENERAL SOLUTIONS, LLC

A handwritten signature in blue ink that reads 'Rolando Castaneda'. The signature is written in a cursive, flowing style.

Rolando Castaneda, P.E.

President

Attachments:

Exhibit B – Design Schedule

Exhibit C – Compensation for Professional Services

Exhibit D – Engineering Team Acknowledgements

Exhibit B

D	Task Name	Duration	Start	Finish	Jul 13, '25	Jul 20, '25	Jul 27, '25	Aug 3, '25	Aug 10, '25	Aug 17, '25	Aug 24, '25	Aug 31, '25	Sep 7, '25	Sep 14, '25	Sep 21, '25	Sep 28, '25	Oct 5, '25	Oct 12, '25	
					S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1																			
2	50% Signal Layout Field Meeting (SOLs & Potential Contacts)	30 days	Mon 7/14/25	Tue 8/12/25						◆ 8/12									
3	50% Submittal Field Meeting (Design/Survey/Utility Contact Table)	45 days	Mon 7/14/25	Wed 8/27/25							◆ 8/27								
4	1st Submittal Design Drawings	20 days	Wed 8/27/25	Mon 9/15/25										◆ 9/15					
5	2nd Submittal Design Drawings (Signed and Sealed)	5 days	Mon 9/29/25	Fri 10/3/25													◆ 10/3		
6	Final Submittal Drawings with utility signatures (Signed and Sealed)	5 days	Mon 10/6/25	Fri 10/10/25														◆ 10/10	
7	Surveying	66 days	Mon 7/14/25	Wed 9/17/25	<div><div></div></div>														
8	Draft Survey - Preliminary (50% Layout)	15 days	Mon 7/14/25	Mon 7/28/25	<div><div></div></div>														
9	Topographic Surveying	30 days	Mon 7/14/25	Tue 8/12/25	<div><div></div></div>														
10	Boundary Surveying for Existing ROW	15 days	Mon 7/21/25	Mon 8/4/25	<div><div></div></div>														
11	Final Survey - Complete Days are per TSC Engineering Proposal	45 days	Mon 8/4/25	Wed 9/17/25	<div><div></div></div>														
12	Proposed ROW Parcel Map and Metes & Bounds Services (4 Corners Optional Services)	28 days	Mon 8/4/25	Wed 9/10/25	<div><div></div></div>														
13	Engineering	75 days	Mon 7/21/25	Fri 10/3/25	<div><div></div></div>														
14	Field Work	2 days	Mon 7/21/25	Tue 7/22/25	<div><div></div></div>														
15	Signal Layout for SOLs Meeting Utilities	15 days	Wed 7/23/25	Wed 8/6/25	<div><div></div></div>														
16	Proposed plan & plan sheets	20 days	Mon 7/21/25	Sat 8/9/25	<div><div></div></div>														
17	Proposed Pavement Markings	40 days	Mon 7/21/25	Fri 8/29/25	<div><div></div></div>														
18	Intersection Signal Design	60 days	Mon 7/21/25	Thu 9/18/25	<div><div></div></div>														
19	Signal Pole Locations, Cabinet, meter, loops and Pedestrian crossings equipment and signal heads locations.	30 days	Mon 7/21/25	Tue 8/19/25	<div><div></div></div>														
20	Miscellaneous	60 days	Mon 8/4/25	Thu 10/2/25	<div><div></div></div>														
21	Construction Services - Estimated	90 days	Mon 10/27/25	Sat 1/24/26															
22	Surveying - Construction Staking Survey	7 days	Mon 10/27/25	Sun 11/2/25															
23	Engineering - Construction Support Services	90 days	Mon 10/27/25	Sat 1/24/26															

Exhibit B

ID	Task Name	Sep, '25			Oct 19, '25			Oct 26, '25			Nov 2, '25			Nov 9, '25			Nov 16, '25			Nov 23, '25			Nov 30, '25			Dec 7, '25			Dec 14, '25			Dec 21, '25			Dec 28, '25			Jan 4, '26			Jan 11, '26			Jan 18, '26			Jan 25, '26			Feb 1, '26																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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"EXHIBIT C" - Compensation for Professional Services

Project Name: Traffic Signal Cypresswood Dr at Cypress Mill Place Blvd - 2025

Project Limits: Intersection of Cypresswood Dr at Cypress Mill Place Blvd 500' in major each direction & 250' in minor direction

UPIN: 25035MF3SB01

Construction Cost Estimate: NA

1	Design Phase		\$	33,354.00
2	Survey			
	Topographic Surveying		\$	23,667.50
	Survey Coordination Fee		\$	2,366.75
3	Construction Phase			
	Construction Staking Survey		\$	4,807.50
	Survey Coordination Fee		\$	480.75
	Construction Support Services - RFIs and Change Orders, Record Drawings & laminated sheets		\$	4,190.00
Subtotal Basic Services (1-3):			\$	68,866.50
4	*Additional Services			
	Survey			
	Proposed Easement Exhibits (4 tracts at \$3362.50 per tract)		\$	13,450.00
	Survey Coordination ROW Maps (4 tracts at \$336.25 per tract)		\$	1,345.00
5	*Optional Services			
	Allowance for Changes to Drawings		\$	5,000.00
Subtotal Optional Services (4-5):			\$	19,795.00
TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)			\$	88,661.50

See Attachment C - Fee Breakdown

"EXHIBIT C" - Compensation for Professional Services

Project Name: Traffic Signal Cypresswood Dr at Cypress Mill Place Blvd - 2025

Project Limits: Intersection of Cypresswood Dr at Cypress Mill Place Blvd 500' in major
each direction & 250' in minor direction

UPIN: 25035MF3SB01

Construction Cost Estimate: NA

1	Design Phase		\$	-
2	Bid Phase		\$	-
3	Survey		\$	23,667.50
	ROW, Topographic & Tree Surveying		\$	-
4	Construction Phase		\$	4,807.50
	Construction Staking Survey			
Subtotal Basic Services (1-4):			\$	28,475.00
5	*Additional Services including, but not limited to			
	Fixed Fee			
	Proposed ROW Maps (4 tracts at \$3362.50 per tract)		\$	13,450.00
Subtotal Additional Services (5):			\$	13,450.00
TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)			\$	41,925.00

Engineering Design & Construction Support

			Principal	Senior Project Manager	Project Engineer	Engineer In Training	Senior Designer / Technician	Project Coordinator	Senior Admin / Clerical	Admin / Clerical I	Total Man Hours	Cost	
Task		Task Description											Total
1		Project Management / Administration for AGS		2						2	2	\$474.00	
2		Field Visit/Observations			2	2					4	\$552.00	
3		Design Services - Preparation of Documents											
	a	Title Sheet, Index of Drawings, General Notes, & Express Review Sheet		2	2	2	4				10	\$1,376.00	
	b	Existing Conditions Layout		2	4	2	4				12	\$1,696.00	
	c	Sight Triangles (15' and 25' set backs)		1	1	2					4	\$584.00	
	d	Proposed Paving Plan including Median nose, wheelchair ramps, curb radius improvements including turning templates and retaining walls		4	18	18	28				68	\$8,816.00	
	f	Proposed Traffic Signal Layout including Wiring Chart		4	20	12	22				58	\$7,780.00	
	g	Proposed Traffic Signal Elevations		2	8	4	4				18	\$2,568.00	
	h	Permanent Signing & Pavement Marking		4	8	6	18				36	\$4,724.00	
	i	Standards Drawing Details including Flood Plain Cabinet Details & Traffic Control		1	4	6	4				15	\$1,968.00	
4		Preparation of Submittals/Basis of Estimate		1	4	8				2	13	\$1,760.00	
5		Project Meetings - Field and Review		3	3					2	6	\$1,056.00	\$33,354.00
		Optional Services:											
		Changes to Drawings											\$5,000.00
6		Construction Support Services - RFIs and Change Orders, Record Drawings & laminated sheets		4	8	12	6			2		\$4,190.00	\$4,190.00
		Total Hours	0	30	82	74	90	0	0	8	246	\$37,544.00	
		Percentage of Labor	0.0%	12.2%	33.3%	30.1%	36.6%	0.0%	0.0%	3.3%			
		Hourly Rate	\$234.00	\$192.00	\$160.00	\$116.00	\$110.00	\$102.00	\$90.00	\$45.00			\$ 42,544.00
			\$0.00	\$5,760.00	\$13,120.00	\$8,584.00	\$9,900.00	\$0.00	\$0.00	\$360.00			

		Surveying	Categories	Description of Work	Certified	Cost (see proposals)	MWBE %	Sub Markup	AGS Fee 10%	10% Markup	
A		MBCO Engineering & Surveying	Survey Coordination	Surveying - Topographic	NA	\$23,667.50	NA	10%	\$2,366.75	\$2,366.75	
				Construction Staking Survey	NA	\$4,807.50	NA	10%	\$480.75	\$480.75	
				Additional - Proposed ROW Parcel Map and Metes & Bounds Services (Optional Services)(Per Parcel)	NA	\$13,450.00	NA	10%	\$1,345.00	\$1,345.00	
						\$41,925.00				\$4,192.50	
							Grand Total (Engineering & Surveying) with 10% Sub Markup		\$88,661.50		



EXHIBIT D: ENGINEER TEAM ACKNOWLEDGMENTS

1. The following is the group of providers selected to perform the obligations described in the Agreement.

2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under "Special Designation" Box:
 - ☐ MWBE (Minority and Women Owned Business Enterprise)
 - ☐ HUB (Historically Underutilized Business)
 - ☐ DBE (Disadvantaged Business Enterprise)

3. Also, all contract values must be identified in the table under "Contract Value".

Responsibility	Firm	Special Designation	Contract Value (M/WBE)	Contract Value (Non M/WBE)
Prime	Ally General Solutions, LLC	MBE, DBE, HUB	\$46,736.50	
Surveying	MBCO Engineering & Surveying	WBE, DBE, HUB	\$41,925.00	
Geotechnical				
Drainage				
Community Engagement Services				
Other				
Total			\$88,661.50	\$0.00

Total Contract Value in dollars:

\$88,661.50

Percent of contract in dollars allocated to (MWBE, HUB, or DBE) Consultants:

100%

- ☐ The Engineer understands that it is solely responsible and liable to the County for the completion of all obligations under the Agreement.

- ☐ A proposed decrease in the contract value for any MWBE, HUB, or DBE listed on this Exhibit must be approved by the Department of Economic Equity and Opportunity (DEEO).

PROPOSAL FOR LAND SURVEYING SERVICES

June 18, 2025

AGS Engineering & Construction
Rolando Castaneda, PE and Brandy Pate, EIT
5300 Hollister Rd., STE. 111
Houston, TX 77040

Re: **Revised** Traffic Signal – Cypresswood Dr at Cypress Mill Place Boulevard - FY24-25 - UPIN
25035MF3SB01

Mr. Castaneda,

MBCO Engineering, LLC (MBCO) is pleased to submit this scope and fee proposal for professional surveying services. The proposal will consist of topographic, boundary, and construction staking services based on the scope provided at the site visit on and emails and as shown in Exhibits "A", "B" of this proposal.

CONTROL SURVEY:

- MBCO will establish horizontal control based on the Texas Coordinate System of 1983, South Central Zone No. 4204, and utilize the vertical datum NAVD88 (2001 Adjustment) and Geoid 18.
- Vertical control will be tied to the nearest Harris County Flood Control District monumentation.
- Control maps will be created for the primary control points set at intersection, control maps will include an overall index sheet of all primary control and a detail for each control point.

CATEGORY 1B, CONDITION 2 STANDARD LAND SURVEY:

- MBCO will perform a boundary survey that meets the accuracies described in the TSPS Manual of Practice for Land Surveying in the State of Texas for a Category 1B, Condition 2 Standard Land Survey for the existing right-of-way of the project area as shown on Exhibit "A" of this proposal.
- MBCO will recover sufficient boundary/right-of-way information necessary to establish the existing boundary/right-of-way within the project area.
- Setting missing, damaged or destroyed right-of-way monuments is excluded from this proposal.

CATEGORY 6 CONDITION 2 TOPOGRAPHIC SURVEY:

Survey limits are 20 feet outside of right-of-way to 20 feet outside of the right-of-way where not restricted by fence or wall for 500 feet from the intersection returns to the east and west on Cypresswood Dr. and for Cypress Mill Place Blvd. north and south 250 feet from the stop bars.



MBCO will perform a topographic survey of approximately 1250 linear feet that substantially meets the standards described in the TSPS Manual of Practice for Land Surveying in the State of Texas for a Category 6, Condition 2 Topographic Survey, to include but not limited to:

- Locate all visible above-ground improvements and natural ground elevations within the project area, including but not limited to roadside ditches, curb and gutter, edge of paving, roadway expansion and construction joints (differentiated by line type), roadway striping, manholes, inlets, culverts, driveways, fences, above ground utilities, Detectable warning surface (DWS) on sidewalk ramps.
- Locate Ornamental trees or Landscape trees with a diameter of 4" and larger. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- MBCO will survey the sag elevation of the lowest energized electric lines crossing the intersection.
- Inverts on storm manholes and inlets at the intersection only.
- The Texas 811 system will be utilized to mark utilities within the existing rights-of-way and easements. MBCO will survey any underground utility paint markings or flags provided by 811 utility designators during our field work. MBCO will make one request 48 hours before commencing field work, return trips to survey utilities after our initial field work is complete **will incur additional fees at time and material based on the LOE rates.**
- MBCO will not guarantee that utility companies will mark their lines for a Texas One Call request for a Design/Survey request. (MBCO cannot be held liable for the completeness or accuracy of marks provided by others).
- MBCO will request utility record drawings from the companies listed on the 811-ticket responses. MBCO does not guarantee utility owners will respond to our request for information.
- MBCO will include received record drawings into the topographic file to augment the utility information collected in the field.
- MBCO, if requested, will attend monthly meetings for the project during the time we are actively working on the project.
- Utility Conflict Table, Utility Contact List and survey drawing will be developed per Harris County Engineering Department standards using colors and line types as shown on exhibit "B", any changes to colors or line types after survey begins **will incur additional fees at time and material based on the LOE rates.**
- MBCO will attend the survey verification and QA/QC walk-through with the client.

CONSTRUCTION STAKING:

MBCO will perform the following construction staking services on a one-time one- trip basis. The following will be staked using marking materials suitable for the site conditions:

- Access ramps (up to 4 points per ramp)
- Traffic signal pole foundations (one point per pole)
- Pedestrian signal poles (one point per pole)
- Traffic control boxes (one point per box)
- Existing ROW for areas needed for construction.
- Meter Poles.

Construction staking tasks shall include, but are not limited to, staking for new ramps and poles, verification and marking of project control points, and staking of the existing ROW within the survey limits, as directed by the County Construction PM.

OPTIONAL ADDITIONAL SERVICES:

QUALITY LEVEL B UTILITY DESIGNATING (OPTIONAL):

- MBCO will provide partial-Service Quality Level B SUE services within 100' of the intersection to determine the horizontal location of all non-gravity subsurface utilities. This proposal specifically excludes identifying all irrigation systems and buried storage tanks within the project limits.

QUALITY LEVEL A UTILITY TEST HOLES (OPTIONAL):

- MBCO will provide Full-Service Quality Level A SUE (QLA) by vacuum excavation to verify horizontal location and obtain vertical elevation of subsurface utility.
- Test hole selection will be a collaborative effort between MBCO & client.

CATEGORY 1A, CONDITION II LAND TITLE SURVEYS:

MBCO will prepare a Category 1A Condition II Land Title Survey and metes and bounds description that meets the standards described in the TSPS Manual of Practice for Land Surveying in the State of Texas for the parcel taking area to include:

- MBCO will research and recover sufficient boundary/right-of-way information necessary to establish the existing boundary/right-of-way within the project areas and create metes and bounds descriptions for the parcel to be acquired.
- Locate all aboveground improvements within the taking area of the parcel.
- MBCO will monument the boundary corners of acquisition parcel using 5/8-inch iron rods with caps or other suitable permanent material as necessary.
- MBCO will obtain a current abstractors certificate for the parent tract of the acquisition parcel for use in title conveyance.

ASSUMPTIONS

- This proposal is based solely and exclusively on the best interpretation of the scope as provided by AGS Engineering & Construction as shown on Exhibits "A". Any changes to the project location, area, or scope will significantly impact costs and fees and will require a new cost proposal.
- MBCO will not enter yards/properties over or through locked gates or fences.
- MBCO will not enter yards/properties with animals whether they are restrained or not.
- MBCO cannot control the weather and cannot be held responsible for delays in schedule due to inclement weather.
- MBCO will work tasks in the most efficient manner possible, requests to do tasks out of order may lengthen the schedule timeline and add additional cost.
- MBCO will be provided current .dwg files for use in construction staking services
- MBCO will be able to freely access all areas of the project limits.
- MBCO will either create the project alignment or be provided with the alignment in sufficient time to complete all tasks before the scheduled survey delivery date. Once set, changes to the alignment will incur additional fees.

- To complete the project by the proposed scheduled delivery date, MBCO must be provided with all necessary borders and files in a timely fashion.
- Failure to be provided with the necessary files may cause delays in the schedule and incur additional fees.
- MBCO will be provided with the current UCT and UCL spreadsheet to be used for this project at the time of NTP. Any changes to the template after work has been started will be done at additional cost to client.

COMPENSATION:

SUMMARY OF SURVEY TOTALS	
Basic Survey Services	
Total Basic Services	\$ 23,667.50
Total Construction Staking	\$ 4,807.50
Additional Services	
CAT1A Boundary (Assuming 4 Parcels) Per individual Parcel \$3,362.50	\$ 13,450.00
TOTAL SURVEY FEES (EXCLUSIVE OF SUE)	\$ 41,925.00
OPTIONAL SUE SERVICES	
QLB SUE OPTIONAL	(\$ 5,695.00)
Total Test hole/ per hole OPTIONAL	
Vacuum Truck Mobilization (Per Trip)	(\$1,000.00)
Level A (Test Holes) On natural ground (off pavement) (Per hole)	(\$ 2,500.00)
Level A (Test Holes) On pavement (Per hole)	(\$ 4,500.00)
Level A (Test Holes) > 10 ft (Per hole)	(\$ 4,500.00)

BASIC SERVICES DELIVERABLES:

- Signed and sealed 22"x34" .pdf @ 1:20/1:40 of control maps, topographic and boundary surveys.
- AutoCad Civil3D file of the boundary and topographic surveys in grid coordinates.
- Point File (P,N,E,Z,D) in excel format.
- Land .xml surface file.
- Color Coded UCT and UCL

ADDITIONAL SERVICE DELIVERABLES:

Category 1A, Condition II boundary survey

- Signed and sealed survey of acquisition parcels.
- Monumentation of acquisition parcels.
- Signed and sealed metes and bounds description of acquisition parcels in .pdf format.
- Metes and bounds descriptions of acquisition parcels in .doc format for title use.
- Map check report.

Construction Staking

- CAD drawing showing points set
- Stakeout Report

Utility Test Holes Data Sheets (Optional)

- Test Hole data sheet

SCHEDULE:

MBCO will complete the initial basic survey scope of services within Forty (45) business days from receiving the signed Notice to Proceed.

All the above-mentioned surveying services and fees are based on estimated times to complete tasks and will be billed on **LUMP SUM** basis, which will be billed at project completion or percent complete at the end of every month for the duration of the project, to be paid in full within 30 days of invoice date.

This cost proposal is valid for 30 days from the date of the proposal and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions, you may reach me at Alvie.Busby@mbcoengineering.com.

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alvie Busby', written in a cursive style.

Alvie Busby
Assistant Project Manager

Exhibit "A"
Project Limits Project Limits Red



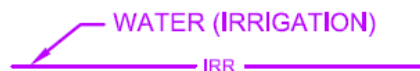
Exhibit "B"
Utility Colors and Line Types

LINE TYPE LEGEND:

OVERHEAD LAYERS:



UNDERGROUND LAYERS:



GENERAL TERMS AND CONDITIONS

1. **Access To Site** - Unless otherwise stated, MBCO will have access to the site for activities necessary for the performance of the services. MBCO will take all commercially reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

2. **Ownership Of Documents** - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, whether produced by MBCO (collectively, the "MBCO IP") shall remain the property of MBCO, except documents which are to be filed with public agencies. MBCO grants to Client a non-exclusive license to use the MBCO IP solely for the business relationship between MBCO and Client. Client further acknowledges that Client's right to utilize the MBCO IP pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

3. **Copyright** - The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the MBCO IP to the benefit of MBCO, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.

4. **Invoices** - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice (the "Due Date") at MBCO's office in Houston, Harris County, Texas. Any sums not paid by the Due Date shall bear interest at the highest rate allowed by law (measured on a per diem basis) until paid in full. In the event Client pays by check and such check is returned for non-sufficient funds, Client shall be liable for all costs and expenses related therefrom incurred by MBCO. In addition to the foregoing, in the event MBCO engages legal counsel to collect any sums due and owing by Client, Client shall be liable for all reasonable attorney's fees and all other costs and expenses incurred by MBCO in relation to such collection efforts.

5. **Default** - Should Client (i) fail to perform, observe or keep any of its obligations under this Agreement, any agreed upon proposal(s) or any other document or instrument entered into by and between the Client and MBCO; (ii) fail to pay when due the full amount of any sums owed to MBCO; (iii) become insolvent, have a petition in bankruptcy filed by or against it prior to full payment to MBCO or (iv) violate any of the terms of this Agreement, any agreed upon proposal(s) or any other document or instrument entered into by and between the Client and MBCO, MBCO may at its option do any one or more of the following: (i) terminate this Agreement and retain all sums paid to MBCO, not as a penalty, but as the agreed upon liquidated damages for such default; (ii) declare all unpaid amounts owed immediately due and payable without further notice or demand and will thereafter bear interest at the highest rate allowed by law (measured on a per diem basis) until paid; and/or (iii) pursue any other remedies available at law or equity. Client hereby expressly agrees that Client shall be responsible for all costs incurred or sums advanced (including, without limitation, reasonable attorney's fees and associated costs) in relation to any remedy utilized.

6. **Client's obligation to pay** - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received by the Due Date shall be construed as past due. To cover the costs of collection, all past-due amounts will bear interest at one and one half percent (1.5%) or the highest rate allowed by law (measured on a per diem basis) or until paid in full. The Client shall pay any attorney's fees or court costs incurred in collecting any past-due amount. In the event that Client fails to pay MBCO within thirty (30) days after invoices are rendered, then Client agrees that MBCO shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.

7. **Termination Of Services** - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. MBCO shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.

8. **Dispute Resolution** - Claims or disputes in connection with the services provided under this agreement between Client and MBCO shall be submitted to non-binding mediation. Client and MBCO agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

9. **Governing Law** - This Agreement shall be construed and enforced in accordance with the laws of Texas.

10. **Indemnification** - EACH PARTY (THE "INDEMNIFYING PARTY") HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, WHICH SHALL INCLUDE, WITHOUT LIMITATION, SUCH PARTY'S OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS AND AFFILIATES (THE "INDEMNIFIED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COSTS, EXPENSES, AND/OR DAMAGES TO PERSON OR PROPERTY ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE INDEMNIFIED PARTY TO THE EXTENT ARISING FROM, IN CONNECTION WITH OR ON ACCOUNT OF ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY IN RELATION TO THE PERFORMANCE OR LACK OF PERFORMANCE OF THE INDEMNIFYING PARTY OR ANY PARTY UNDER THE INDEMNIFYING PARTY'S REASONABLE CONTROL. THE INDEMNIFYING PARTY FURTHER AGREES TO PAY THE INDEMNIFIED PARTY'S COURT COSTS, REASONABLE ATTORNEYS' FEES INCURRED AND ALL OTHER ASSOCIATED COSTS ARISING FROM ANY SUCH CLAIMS, INCLUDING, BUT NOT LIMITED TO, ALL COSTS INCURRED IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DEMAND, ACTION, LIABILITY,

COST, EXPENSE, OR DAMAGE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

11. **Limitation Of Liability** - Client acknowledges and agrees that under no circumstances shall MBCO be liable in any manner for delay or deficiency in any performance on any matter caused in whole or in part by acts or omissions of third parties, delays, failures to perform, or any delays due to fire, flood, water, the elements, labor disputes, shortages of labor or materials, explosions, civil disturbances, governmental actions, unavailability of transportation, or any other cause beyond MBCO's reasonable control. BECAUSE IT IS EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM ANY FAILURE ON THE PART OF MBCO TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER AND BECAUSE CLIENT DOES NOT DESIRE THE AGREEMENT OR THESE TERMS AND CONDITIONS TO PROVIDE FOR FULL LIABILITY OF MBCO, CLIENT AGREES THAT MBCO SHALL BE EXEMPT FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE AND/OR INJURY DUE TO A FAILURE OF THE WORK AND/OR MATERIALS IN ANY RESPECT THAT IS NOT WITHIN THE REASONABLE CONTROL OF MBCO. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT MBCO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE WORK, THE MATERIALS OR ANY MATTER RELATED THERETO. IN ANY EVENT MBCO IS FOUND LIABLE FOR LOSS, DAMAGE, AND/OR INJURY DUE TO A FAILURE OF THE SERVICES IN ANY RESPECT, MBCO'S LIABILITY SHALL BE NO GREATER THAN A SUM EQUAL TO THE AMOUNT PAID BY CLIENT TO MBCO, AS THE AGREED UPON DAMAGES, NOT AS A PENALTY, BUT AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGE, INJURY AND/OR LOSS WAS DUE DIRECTLY OR INDIRECTLY FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MBCO OR ANY PARTY UNDER ITS REASONABLE CONTROL OR ARISING OUT OF STRICT LIABILITY IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT THE INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR MBCO TO ENTER INTO THE AGREEMENT.

12. **No Warranties** - AS TO THE SERVICES PROVIDED, MBCO SHALL USE ALL COMMERCIALY REASONABLE EFFORTS TO ENSURE THE SERVICES ARE SUBSTANTIALLY CORRECT. HOWEVER, MBCO MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF QUALITY AND/OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. MBCO DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CLIENT MAY NOT RELY ON ANY STATEMENT OF WARRANTY. CLIENT HEREBY EXPRESSLY ACKNOWLEDGES THAT CLIENT IS NOT RELYING ON THE STATEMENTS, REPRESENTATIONS OR ACTIONS OF ANY EMPLOYEE, REPRESENTATIVE, AGENT OR CONTRACTOR OF MBCO IN ANY WAY. THIS SECTION SHALL SURVIVE THE COMPLETION, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13. **Authority** - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of (Company Name), or as Company's duly authorized agent, trustee, or receiver for the purpose of entering into this Agreement.

14. **Professional Services** - All surveying services are regulated under the Texas Board of Professional Engineers and Land Surveyors. The Board can be contacted at 1917 S. Interstate 35, Austin, Texas 78741.

15. **Use of Work Product** - MBCO acknowledges that Client is requesting services to be performed under the applicable agreed upon proposal(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by MBCO may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. MBCO agrees to provide copies of the work product mutually agreed upon by both parties described in the proposal hereof.

16. **No Accord and Satisfaction** - The parties hereto expressly agree that no payment made by Client or on behalf of Client of a lesser amount than the required amount shall be deemed an accord and satisfaction, regardless of any statement on any check or accompanying letter to the contrary, and MBCO is hereby authorized to accept such payment(s) without prejudice to its rights to recover any balance due

17. **Entire Agreement; Amendments and Waivers; Successors and Assigns** - The Agreement (and the proposal to which this is attached) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. The failure of either Party to this Agreement to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such Party to enforce the same. Waiver by either Party hereto of any breach or default by any other Party of any term or provision of this Agreement shall not operate as a waiver of any other breach or default. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Notwithstanding the foregoing, the Client may not assign any part of this Agreement without the express written consent of MBCO.

18. **Severability; Survival** - Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision (or any section of any provision) of this Agreement is held to be prohibited by or invalid under applicable law, such provision (or any section of any provision) shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The parties expressly agree that the indemnities, covenants and agreements contained in this Agreement shall survive the completion, expiration or termination of this Agreement.

19. **Contract Negotiation** - Client shall bear all MBCO's costs and expenses (including legal costs) in the event Client wishes to negotiate any proposal(s), this Agreement or any other document or instrument entered into by and between the Client and MBCO, or any part thereof.

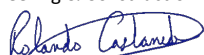
20. **Conflicting Terms** - In the event of any conflict between the terms and conditions set forth in this Agreement and any other terms and conditions set forth in any proposal(s) or any other document or instrument entered into by and between the Client and MBCO, the terms and conditions set forth in this Agreement shall control for all intent and purposes.

MBCO Engineering, LLC (MBCO)

Signature _____

Date _____

AGS Engineering & Construction

Signature  _____

Date 07.10.25 _____

Printed Name Callie Bletsch, PE

Title Sr. Vice President

Printed Name Rolando Castaneda, PE

Title President

Exhibit B

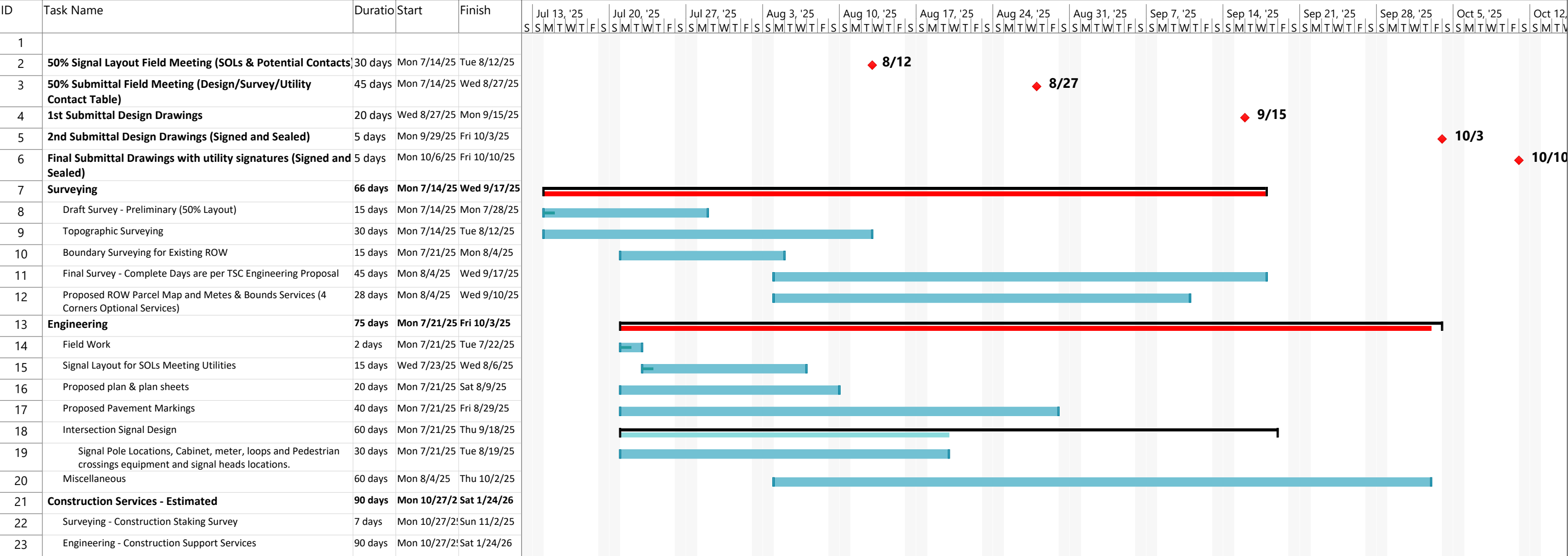


Exhibit B

[illegible]

"EXHIBIT C" - Compensation for Professional Services

Project Name: Traffic Signal Cypresswood Dr at Cypress Mill Place Blvd - 2025

Project Limits: Intersection of Cypresswood Dr at Cypress Mill Place Blvd 500' in major each direction & 250' in minor direction

UPIN: 25035MF3SB01

Construction Cost Estimate: NA

Design Phase		\$	33,354.00
2	Survey		
	Topographic Surveying	\$	23,667.50
	Survey Coordination Fee	\$	2,366.75
3	Construction Phase		
	Construction Staking Survey	\$	4,807.50
	Survey Coordination Fee	\$	480.75
	Construction Support Services - RFIs and Change Orders, Record Drawings & laminated sheets	\$	4,190.00
Subtotal Basic Services (1-3):		\$	68,866.50
4	*Additional Services		
	Survey		
	Proposed Easement Exhibits (4 tracts at \$3362.50 per tract)	\$	13,450.00
	Survey Coordination ROW Maps (4 tracts at \$336.25 per tract)	\$	1,345.00
5	*Optional Services		
	Allowance for Changes to Drawings	\$	5,000.00
Subtotal Optional Services (4-5):		\$	19,795.00
TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)		\$	88,661.50

See Attachment C - Fee Breakdown

"EXHIBIT C" - Compensation for Professional Services

Project Name: Traffic Signal Cypresswood Dr at Cypress Mill Place Blvd - 2025

Project Limits: Intersection of Cypresswood Dr at Cypress Mill Place Blvd 500' in major
each direction & 250' in minor direction

UPIN: 25035MF3SB01

Construction Cost Estimate: NA

1	Design Phase		\$	-
2	Bid Phase		\$	-
3	Survey		\$	23,667.50
	ROW, Topographic & Tree Surveying		\$	-
4	Construction Phase		\$	4,807.50
	Construction Staking Survey			
Subtotal Basic Services (1-4):			\$	28,475.00
5	*Additional Services including, but not limited to			
	Fixed Fee			
	Proposed ROW Maps (4 tracts at \$3362.50 per tract)		\$	13,450.00
Subtotal Additional Services (5):			\$	13,450.00
TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)			\$	41,925.00



EXHIBIT D: ENGINEER TEAM ACKNOWLEDGMENTS

1. The following is the group of providers selected to perform the obligations described in the Agreement.

2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under “Special Designation” Box:
 - ☐ MWBE (Minority and Women Owned Business Enterprise)
 - ☐ HUB (Historically Underutilized Business)
 - ☐ DBE (Disadvantaged Business Enterprise)

3. Also, all contract values must be identified in the table under “Contract Value”.

responsibility	Firm	Special Designation	Contract Value (M/WBE)	Contract Value (Non M/WBE)
Prime	Ally General Solutions, LLC	MBE, DBE, HUB	\$46,736.50	
Surveying	MBCO Engineering & Surveying	WBE, DBE, HUB	\$41,925.00	
Geotechnica				
Drainage				
Community Engagement Services				
Other				
Total			\$88,661.50	\$0.00

Total Contract Value in dollars:

\$88,661.50

Percent of contract in dollars allocated to (MWBE, HUB, or DBE) Consultants:

100%

- ☐ The Engineer understands that it is solely responsible and liable to the County for the completion of all obligations under the Agreement.

- ☐ A proposed decrease in the contract value for any MWBE, HUB, or DBE listed on this Exhibit must be approved by the Department of Economic Equity and Opportunity (DEEO).

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING AGREEMENT BETWEEN HARRIS COUNTY AND ALLY GENERAL SOLUTIONS, LLC FOR PROFESSIONAL ENGINEERING SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Agreement between **Harris County and Ally General Solutions, LLC** for Professional Engineering Services. The attached Agreement, including any addendums, may be executed with an electronic or facsimile signature. The Harris County Engineering Department is authorized to request the Harris County Purchasing Agent to expend up to **\$88,661.50** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement.
2. The Harris County Engineering Department and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.