

## RIVER PLANTATION MUNICIPAL UTILITY DISTRICT

### NOTICE OF PUBLIC MEETING

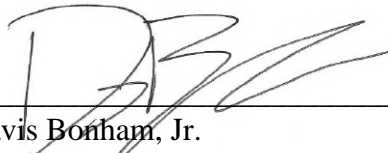
Notice is hereby given to all interested members of the public that the Board of Directors of the captioned district will hold a public meeting at **610 River Plantation Drive, Conroe, Texas 77302.**

The meeting will be held at **6:30 p.m.** on **Monday, December 15, 2025.**

The subject of the meeting is to consider and act on the following:

1. Minutes of the meeting(s) of Board of Directors
2. Receive comments from the Public
3. Financial and bookkeeping matters including:
  - a. Bookkeeper's report
  - b. Tax Assessor-Collector's report
  - c. Review of investments
  - d. Payment of District bills
4. Park maintenance matters
5. Operator's Report
6. Engineer's Report
7. Engineer's Contract
8. Violation of District rules; Public hearing for violation of District rules and damage to District property; assessment of penalties
9. Executive (closed) Session Pursuant to Texas Government Code Chapter 551 as necessary
10. Pending business



  
\_\_\_\_\_  
J. Davis Bonham, Jr.  
Attorney for the District

**Tammy J. McRae**  
**Montgomery County**  
**Tax Assessor-Collector**

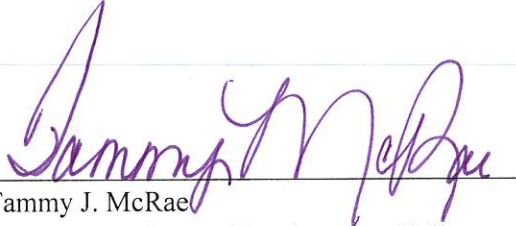
Monthly Tax Collection Report  
For the month of November 2025

**River Plantation MUD**

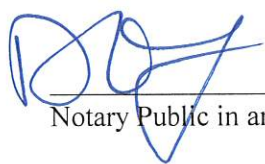
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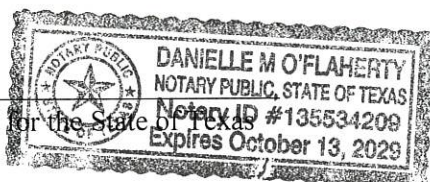
	<u>MTD</u>	<u>YTD</u>
2025 Base Tax	\$ 58,797.33	\$ 94,109.65
2025 Penalty & Interest	-	-
Prior Years Base Tax	4,125.68	9,474.62
Prior Years Penalty & Interest	1,087.32	2,168.19
Reversals (Refunds, Returned Items, Transfers)	(187.39)	(187.39)
Collection Fee	-	(514.00)
5% Rendition Fee	-	-
 Total Collections	 <u>\$ 63,822.94</u>	 <u>\$ 105,051.07</u>

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\_\_\_\_\_  
Tammy J. McRae  
Montgomery County Tax Assessor-Collector

Sworn to and subscribed before me on the 2nd day of December, 2025.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



FISCAL START: 10/01/2025 END: 09/30/2026 JURISDICTION: 0412 RIVER PLANTATION MUD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	227,567.927	14,225.800	241,793.727 0	00.658000	1,591,009.64	192
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
-----								
2025	1,497,403.85	812.87-	93,605.79	58,797.33	94,109.65	1,496,899.99	5.92	0.00
2024	45,342.61	.00	0.00	2,179.25	7,379.14	37,963.47	16.27	0.00
2023	26,398.10	.00	0.00	1,623.27	1,623.27	24,774.83	6.15	0.00
2022	12,510.60	.00	0.00	148.03	297.08	12,213.52	2.37	0.00
2021	3,670.78	.00	0.00	0.00	0.00	3,670.78		0.00
2020	2,537.88	.00	0.00	0.00	0.00	2,537.88		0.00
2019	2,050.01	.00	0.00	0.00	0.00	2,050.01		0.00
2018	1,702.57	.00	0.00	0.00	0.00	1,702.57		0.00
2017	1,415.90	.00	0.00	0.00	0.00	1,415.90		0.00
2016	1,119.69	.00	0.00	0.00	0.00	1,119.69		0.00
2015	660.16	.00	0.00	0.00	0.00	660.16		0.00
2014	286.59	.00	0.00	0.00	0.00	286.59		0.00
2013	264.93	.00	0.00	0.00	0.00	264.93		0.00
2012	12.80	.00	0.00	0.00	0.00	12.80		0.00
2011	16.00	.00	0.00	0.00	0.00	16.00		0.00
2010	12.40	.00	0.00	0.00	0.00	12.40		0.00
2009	12.40	.00	0.00	0.00	0.00	12.40		0.00
2008	12.44	.00	0.00	0.00	0.00	12.44		0.00
2007	12.62	.00	0.00	0.00	0.00	12.62		0.00
2006	13.54	.00	0.00	0.00	0.00	13.54		0.00
2005	18.02	.00	0.00	0.00	0.00	18.02		0.00
2004	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	1,595,473.89	812.87-	93,605.79	62,747.88	103,409.14	1,585,670.54		0.00
CURR	1,497,403.85	812.87-	93,605.79	58,797.33	94,109.65	1,496,899.99		0.00
DELO	98,070.04	.00	0.00	3,950.55	9,299.49	88,770.55		0.00

12/01/2025 02:29:08 4992597

TC298-D SELECTION: DEPOSIT

RECEIPT DATE: ALL

LOCATION: ALL

## TAX COLLECTION SYSTEM

## DEPOSIT DISTRIBUTION

FROM: 11/01/2025 THRU 11/30/2025

JURISDICTION: 0412 RIVER PLANTATION MUD

PAGE: 1

INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2025	M & O	.288000	25,735.04	.00	.00	.00	25,735.04	.00	.00	.00	25,735.04
	I & S	.370000	33,062.29	.00	.00	.00	33,062.29	.00	.00	.00	33,062.29
	TOTAL	.658000	58,797.33	.00	.00	.00	58,797.33	.00	.00	.00	58,797.33
2024	M & O	.410000	1,353.78	.00	291.15	.00	1,644.93	528.89	.00	.00	2,173.82
	I & S	.250000	825.47	.00	177.53	.00	1,003.00	.00	.00	.00	1,003.00
	TOTAL	.660000	2,179.25	.00	468.68	.00	2,647.93	528.89	.00	.00	3,176.82
2023	M & O	.400000	998.93	.00	331.26	.00	1,330.19	432.32	.00	.00	1,762.51
	I & S	.250000	624.34	.00	207.03	.00	831.37	.00	.00	.00	831.37
	TOTAL	.650000	1,623.27	.00	538.29	.00	2,161.56	432.32	.00	.00	2,593.88
2022	M & O	.270000	76.86	.00	35.35	.00	112.21	43.22	.00	.00	155.43
	I & S	.250000	71.17	.00	32.74	.00	103.91	.00	.00	.00	103.91
	TOTAL	.520000	148.03	.00	68.09	.00	216.12	43.22	.00	.00	259.34
ALL	M & O		28,164.61	.00	657.76	.00	28,822.37	1,004.43	.00	.00	29,826.80
ALL	I & S		34,583.27	.00	417.30	.00	35,000.57	.00	.00	.00	35,000.57
ALL	TOTAL		62,747.88	.00	1,075.06	.00	63,822.94	1,004.43	.00	.00	64,827.37
DLO	M & O		2,429.57	.00	657.76	.00	3,087.33	1,004.43	.00	.00	4,091.76
DLO	I & S		1,520.98	.00	417.30	.00	1,938.28	.00	.00	.00	1,938.28
DLO	TOTAL		3,950.55	.00	1,075.06	.00	5,025.61	1,004.43	.00	.00	6,030.04
CURR	M & O		25,735.04	.00	.00	.00	25,735.04	.00	.00	.00	25,735.04
CURR	I & S		33,062.29	.00	.00	.00	33,062.29	.00	.00	.00	33,062.29
CURR	TOTAL		58,797.33	.00	.00	.00	58,797.33	.00	.00	.00	58,797.33

TAX COLLECTION SYSTEM  
DEPOSIT DISTRIBUTION  
SUMMARY OF PAYMENTS AND REVERSALS  
FROM: 11/01/2025 THRU 11/30/2025  
JURISDICTION: 412 RIVER PLANTATION MUD

YEAR DEPOSIT	ACCOUNT NUMBER	EFF YR/MO	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	ATTORNEY CAUSE /REV	REFUND AMOUNT	PAYMENT AMOUNT
	2022 TOTAL		148.03	0.00	68.09	43.22	0.00	259.34
	2023 TOTAL		1,623.27	0.00	538.29	432.32	0.00	2,593.88
	2024 TOTAL		2,354.38	0.00	480.94	528.89	0.00	3,364.21
	2025 TOTAL		58,797.33	0.00	0.00	0.00	0.00	58,797.33
	TOTAL PAYMENTS		62,923.01	0.00	1,087.32	1,004.43	0.00	65,014.76
	2024 TOTAL		175.13-	0.00	12.26-	0.00	0.00	187.39-
	TOTAL REVERSALS		175.13-	0.00	12.26-	0.00	0.00	187.39-
	TOTAL FOR UNIT		62,747.88	0.00	1,075.06	1,004.43	0.00	64,827.37

Held Funds By Deposit Date - Property Tax File

Report run on: December 1, 2025 9:14 AM

For Deposit Dates 11/01/2025 thru 11/30/2025 as of 12/01/2025

Ver: 1.39

Tax Unit	Deposit Date	M & O Total	I & S Total	TIF Levy	TIF Interest	Fee Total	Total
	Grand Total						



**Municipal Operations  
& Consulting, Inc.**

**MONTHLY OPERATIONS REPORT FOR RIVER PLANTATION MUD**

**November, 2025**

**Connections:** 975  
**Vacant:** 34

REVENUE:	Water	LSGCD	Sewer	TCEQ	Taps	Deposits	Penalty	Misc.	TOTAL
	\$ 34,465.81	\$ 822.65	\$ 33,492.99	\$ 347.96	\$ -	\$ 3,250.00	\$ 892.65	\$ 8,855.37	\$ 82,127.43
BILLED CONS:	Residential	Builder/Temp	Multi-Family	Irrigation	STP/LS	Commercial	Total		
	8,087,000	7,000	0	305,000	101,000	101,000	8,601,000		

**WATER:**

	10/17/25 - 11/17/25	LSGCD - Well Permit
Gallons pumped from Well No.2	2,679,000	Permit Expires: 12/31/2025
Gallons pumped from Well No.3	6,783,000	Permitted Authorization: 225,868,339
Total Pumpage	9,462,000	November Withdrawal: 8,155,000
Total Gallons Billed	8,601,000	Y-T-D Withdrawal: 100,117,000
Leaks, Construction, Flushing	160,000	Amount Remaining: 125,751,339
Pumped vs. Billed	91%	
Pumped vs. Accounted	93%	
Leaks repaired in District	1	

Bacteriological samples: 6 Good

**WASTEWATER TREATMENT PLANT**

T.C.E.Q. Permit Number: WQ0010978001  
Permit expiration date: January 2, 2029

**October, 2025**

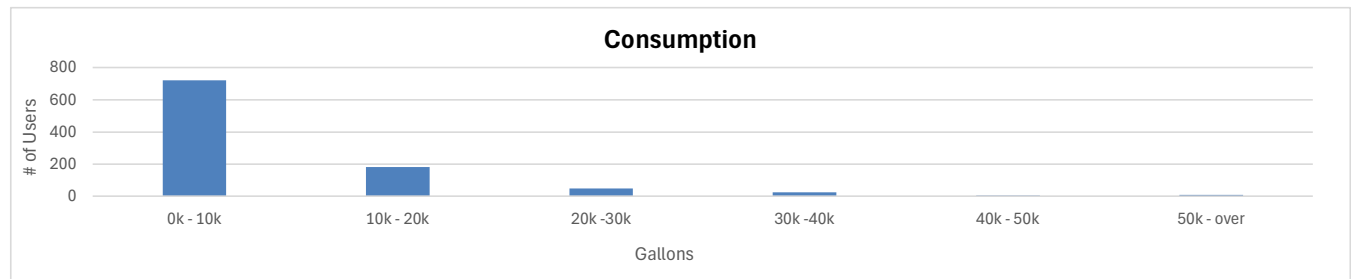
			Measured by:
Average daily flow	291,742	Permitted Daily Flow	600,000 gal.per day
Average CBOD	2.28	Permitted CBOD	10 mg/l
Average Total Suspended Solids	2	Permitted T.S.S.	15 mg/l
Average Ammonia Nitrogen	0.50	Permitted Ammonia Nitrogen	3 mg/l
Average PH	7.45	Permitted PH	6.00 - 9.00 STD UNIT
Average Dissolved Oxygen	7.60	Permitted Dissolved Oxygen (Min.)	6.0 mg/l
Maximum Chlorine Residual	3.72	Permitted Chlorine Maximum	4.0 mg/l
Minimum Chlorine Residual	1.53	Permitted Chlorine Minimum	1.0 mg/l
Average E. coli	2.0	Permitted E. coli	63.0 mpn/100 ml
Total Rainfall	2.10"		

Sewer Treatment plant is currently operating at 49% of the permitted capacity.

Total gallons of Reuse for the month of November - 4.035 MG

Reuse revenue - \$1,356.20

Aged Receivables:	Current	30 day	60 day	90 day	120 day	Total
	\$ 68,173.98	\$ 63.87	\$ 3,946.61	\$ 593.18	\$ 2,401.11	\$ 75,178.75

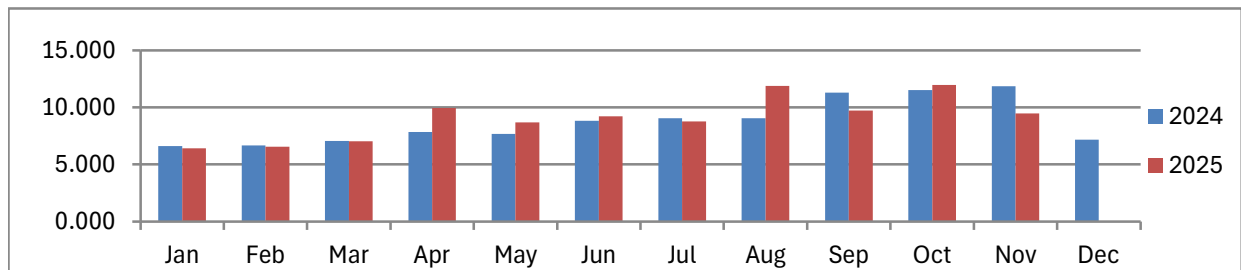


# River Plantation MUD

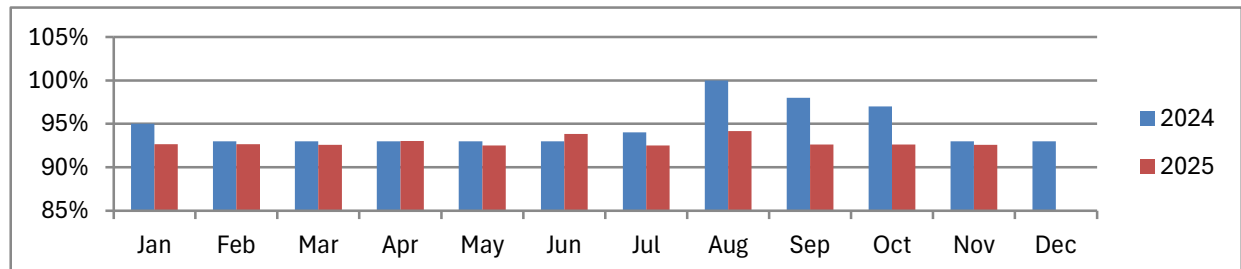
## Water Production and Accountability Report

Read Date	Produced	Billed	I/C	Leaks & Flushing	Accountability %	12 Month Avg.
12/19/23 - 01/18/24	6.613	6.261	0.000	0.005	95%	
01/18/24 - 02/19/24	6.650	5.960	0.000	0.200	93%	
02/19/24 - 03/18/24	7.062	6.411	0.000	0.130	93%	
03/18/24 - 04/17/24	7.846	7.102	0.000	0.160	93%	
04/17/24 - 05/17/24	7.675	7.063	0.000	0.040	93%	
05/17/24 - 06/18/24	8.804	7.726	0.000	0.450	93%	
06/18/24 - 07/17/24	9.030	8.471	0.000	0.015	94%	
07/17/24 - 08/16/24	9.040	9.025	0.000	0.005	100%	
08/16/24 - 09/18/24	11.274	11.058	0.000	0.005	98%	
09/18/24 - 10/17/24	11.510	11.177	0.000	0.005	97%	
10/17/24 - 11/18/24	11.846	9.404	0.000	1.560	93%	
11/18/24 - 12/18/24	7.150	6.588	0.000	0.030	93%	95%
12/18/24 - 01/17/25	6.411	5.880	0.000	0.060	93%	94%
01/17/25 - 02/17/25	6.534	5.923	0.000	0.130	93%	94%
02/17/25 - 03/19/25	7.026	5.974	0.000	0.530	93%	94%
03/19/25 - 04/21/25	9.944	8.549	0.000	0.700	93%	94%
04/21/25 - 05/19/25	8.667	7.337	0.000	0.680	93%	94%
05/19/25 - 06/18/25	9.197	8.625	0.000	0.005	94%	94%
06/18/26 - 07/18/25	8.759	7.713	0.000	0.390	93%	94%
07/18/25 - 08/18/25	11.889	11.187	0.000	0.010	94%	94%
08/18/25 - 09/17/25	9.703	8.585	0.000	0.400	93%	93%
09/17/25 - 10/17/25	11.948	10.965	0.000	0.100	93%	93%
10/17/25 - 11/17/25	9.462	8.601	0.000	0.160	93%	93%

### Water Production



### Water Accountability





EPA may make all the information submitted through this form (including all attachments) available to the public without further notice to you. Do not use this online form to submit personal information (e.g., non-business cell phone number or non-business email address), confidential business information (CBI), or if you intend to assert a CBI claim on any of the submitted information. Pursuant to 40 CFR 2.203(a), EPA is providing you with notice that all CBI claims must be asserted at the time of submission. EPA cannot accommodate a late CBI claim to cover previously submitted information because efforts to protect the information are not administratively practicable since it may already be disclosed to the public. Although we do not foresee a need for persons to assert a claim of CBI based on the types of information requested in this form, if persons wish to assert a CBI claim we direct submitters to contact the [NPDES eReporting Help Desk](#) for further guidance. Please note that EPA may contact you after you submit this report for more information.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0004). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations 40 CFR 122.41(l)(4)(i). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 2 hours per outfall. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit

Permit #:

TX0025674

Major:

No

Permittee:

RIVER PLANTATION MUD

Permittee Address:

2727 ALLEN PKWY SUTIE 1100  
HOUSTON, TX 77019

Facility:

RIVER PLANTATION MUD WWTF

Facility Location:

623 RIVER PLANTATION DR  
CONROE, TX 77302

Permitted Feature:

001  
External Outfall

Discharge:

001-A  
DOMESTIC FACILITY - 001

Report Dates & Status

Monitoring Period:

From 10/01/25 to 10/31/25

DMR Due Date:

11/20/25

Status:

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

First Name:

Last Name:

Title:

Telephone:

No Data Indicator (NODI)

Form NODI: --

Parameter		Monitoring Location	Season #	Param. NODI		Quantity or Loading					Quality or Concentration							# of Ex.	Frequency of Analysis	Sample Type
Code	Name					Qualifier 1	Value 1	Qualifier 2	Value 2	Units	Qualifier 1	Value 1	Qualifier 2	Value 2	Qualifier 3	Value 3	Units			
00300	Oxygen, dissolved [DO]	1 - Effluent Gross	0	--	Sample						=	7.6					19 - mg/L	0	01/07 - Weekly	GR - Grab
					Permit Req.						>=	6.0 MO MIN					19 - mg/L		01/07 - Weekly	GR - Grab
					Value NODI															
00400	pH	1 - Effluent Gross	0	--	Sample						=	7.2			=	7.7	12 - SU	0	02/30 - Twice Per Month	GR - Grab
					Permit Req.						>=	6.0 MINIMUM			<=	9.0 MAXIMUM	12 - SU		02/30 - Twice Per Month	GR - Grab
					Value NODI															
00530	Solids, total suspended	1 - Effluent Gross	0	--	Sample	=	1.65			26 - lb/d			=	2.0	=	3.0	19 - mg/L	0	01/07 - Weekly	CP - Composite
					Permit Req.	<=	75.0 DAILY AV			26 - lb/d			<=	15.0 DAILY AV	<=	40.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite
					Value NODI															
00610	Nitrogen, ammonia total [as N]	1 - Effluent Gross	0	--	Sample	=	0.626			26 - lb/d			=	0.5	=	1.3	19 - mg/L	0	01/07 - Weekly	CP - Composite
					Permit Req.	<=	15.0 DAILY AV			26 - lb/d			<=	3.0 DAILY AV	<=	10.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite
					Value NODI															
50050	Flow, in conduit or thru treatment plant	1 - Effluent Gross	0	--	Sample	=	0.291742	=	0.393	03 - MGD								0	99/99 - Continuous	TM - Totalizer
					Permit Req.	<=	0.6 DAILY AV		Req Mon DAILY MX	03 - MGD									99/99 - Continuous	TM - Totalizer
					Value NODI															
50060	Chlorine, total residual	1 - Effluent Gross	0	--	Sample						=	1.53			=	3.72	19 - mg/L	0	01/01 - Daily	GR - Grab
					Permit Req.						>=	1.0 MO MIN			<=	4.0 MO MAX	19 - mg/L		01/01 - Daily	GR - Grab
					Value NODI															
51040	E. coli	1 - Effluent Gross	0	--	Sample								=	2.0	<	2.0	30 - MPN/100mL	0	02/30 - Twice Per Month	GR - Grab
					Permit Req.								<=	63.0 DAILY AV	<=	200.0 DAILY MX	30 - MPN/100mL		02/30 - Twice Per Month	GR - Grab
					Value NODI															
80082	BOD, carbonaceous [5 day, 20 C]	1 - Effluent Gross	0	--	Sample	=	2.56			26 - lb/d			=	2.28	=	3.4	19 - mg/L	0	01/07 - Weekly	CP - Composite
					Permit Req.	<=	50.0 DAILY AV			26 - lb/d			<=	10.0 DAILY AV	<=	25.0 DAILY MX	19 - mg/L		01/07 - Weekly	CP - Composite
					Value NODI															

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

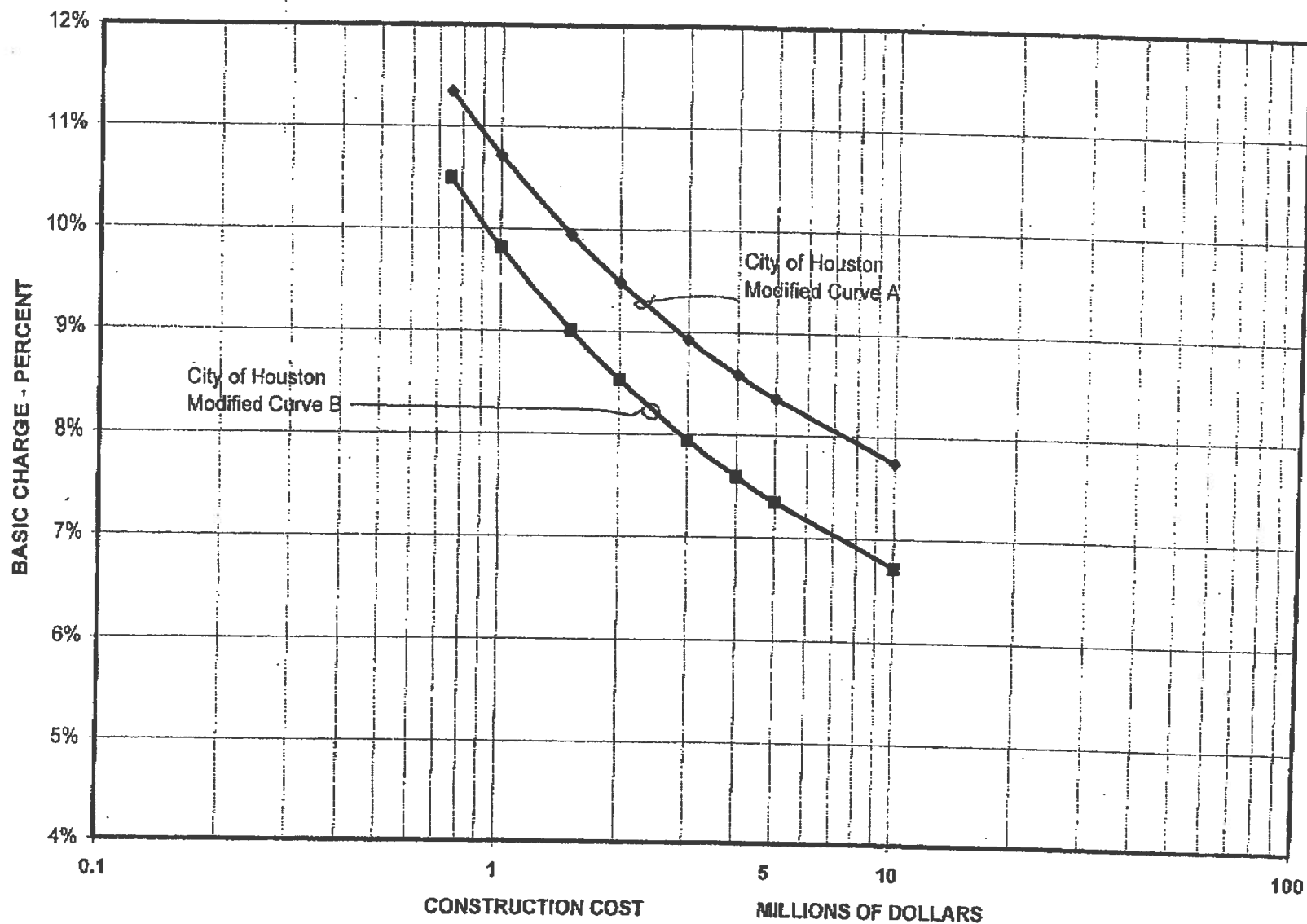
## DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

## Curves of Median Compensation

## Curves A and B

*Showri Nandagiri*  
Showri Nandagiri, P.E.  
Deputy Director

*Jon C. Vanden Bosch*  
Jon C. Vanden Bosch, P.E.  
Director



**APPENDIX B**

**VOGLER AND SPENCER ENGINEERING, INC.**

**SCHEDULE OF HOURLY RATES**

**AND**

**REIMBURSABLE CHARGES**

**2026**

<b>HOURLY RATES</b>	<b>RATE</b>
<u>Administration</u>	
Clerical	\$ 90.00
Bookkeeper/Documents Specialist	115.00
Staff Accountant	130.00
<u>Engineering Staff</u>	
Engineer I	\$ 120.00
Engineer II	130.00
Engineer III	145.00
GIS Coordinator	135.00
Engineer IV	160.00
Engineer V	190.00
Engineer VI	220.00
Engineer VII	245.00
Principal	280.00
<u>Drafting/Design</u>	
Designer I	\$ 110.00
Designer II	130.00
Designer III	140.00
Designer IV	160.00
Drafter/Computer Technician I	75.00
Drafter/Computer Technician II	95.00
Drafter/Computer Technician III	110.00
Assistant Project Manager	160.00
CADD Manager	165.00
Assistant Plat Manager	105.00
Plat Manager	135.00
<u>Inspectors</u>	
Project Representative I	\$ 85.00
Project Representative II	115.00
Project Representative III	135.00
Project Representative Supervisor	150.00

**APPENDIX B**

**VOGLER AND SPENCER ENGINEERING, INC.  
SCHEDULE OF HOURLY RATES  
AND  
REIMBURSABLE CHARGES  
2026**

**REIMBURSABLE CHARGES**

Advertising, Blueprinting, Copying, Deliveries, Materials,  
Filing Fees, Equipment and Outside Professional Services

Cost plus 10%

Mileage

U.S. Government Rate  
Plus 10%

Overtime Rates (authorized)

1.5 times  
standard rate

NOTE: This schedule subject to annual adjustment on January 1<sup>st</sup>

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN VOGLER & SPENCER ENGINEERING, INC. (ENGINEER)  
AND**

\_\_\_\_\_ **(DISTRICT)**

THE STATE OF TEXAS     §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS     §

THIS AGREEMENT, is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between \_\_\_\_\_, hereinafter called the "DISTRICT", and VOGLER & SPENCER ENGINEERING, INC., hereinafter called the "ENGINEER".

WHEREAS, the DISTRICT intends to cause certain professional engineering services to be performed in relation to the purposes for which the DISTRICT was created. Such services will be in conjunction with proposed construction of utility improvements, including:

1. Water distribution system;
2. Wastewater collection system;
3. Stormwater drainage system;
4. Stormwater detention systems;
5. Water supply systems; and
6. Wastewater treatment systems.

Other services to be provided may also relate to the general purposes and authority of the DISTRICT without connection to the proposed construction.

NOW THEREFORE, the DISTRICT and the ENGINEER, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

- I. **SERVICES:** The DISTRICT hereby engages the ENGINEER to provide professional engineering services in accordance with the terms of this Agreement. The ENGINEER agrees to act as the DISTRICT'S Professional Engineer and to perform "Basic Services", as outlined herein, in the applicable phases of the project to which this Agreement applies. Basic Services are those services that the ENGINEER is required to perform upon receiving authorization from the DISTRICT, subject to the terms and conditions of this Agreement.

In addition to Basic Services, the DISTRICT may, from time to time, request that the ENGINEER perform Additional Services, which fall outside the scope of Basic Services. The ENGINEER shall consider such requests in good faith and use commercially reasonable efforts to accommodate such requests; however, the ENGINEER shall have the sole discretion as to whether it agrees to perform such Additional Services. If the ENGINEER agrees to perform Additional Services, the terms governing such work, including scope, timing, and compensation, shall be confirmed in the applicable Task Order or other mutually agreed written record.

For purposes of this Agreement, the term “Services” shall collectively refer to both Basic Services and any Additional Services that the ENGINEER has expressly agreed to perform. Upon authorization from the DISTRICT in accordance with the terms of this Agreement, the ENGINEER shall proceed with the appropriate Services as outlined below.

A. BASIC SERVICES:

1. Preliminary Design Phase: The ENGINEER will consult with and assist the DISTRICT regarding the following: coordinating and arranging for surveys, soil borings, investigations and tests; visiting the project site; preparation of preliminary reports, drawings, studies and cost estimates; and shall present recommendations as applicable.
2. Design Phase: Upon completion of the Preliminary Design Phase and when authorized by the DISTRICT in accordance with the terms of this Agreement, the ENGINEER will arrange for and coordinate additional surveys, soil borings, investigations and tests for the DISTRICT. The ENGINEER will then prepare detailed contract drawings, specifications, cost estimates and prepare necessary bidding documents. The ENGINEER will obtain approval of governmental agencies having jurisdiction, as evidenced by the customary approval method of all such agencies for the plans and specifications prepared by the ENGINEER before incurring any expenses in connection with the scope set forth above.
3. Construction Phase: Upon completion of the Design Phase and when authorized by the DISTRICT in accordance with the terms of this Agreement, the ENGINEER will reasonably assist the DISTRICT in obtaining and analyzing construction bids or negotiated proposals and make recommendations to the DISTRICT regarding award of contract. The ENGINEER will consult with the DISTRICT and make regular visits to the project while under construction as needed to observe the quality of work and advise DISTRICT if the same is in general conformance with the contract documents. In such observations, the ENGINEER will endeavor to advise DISTRICT of defects and deficiencies in the work of the contractor, but does not warrant or guaranty the performance of their contracts nor assume responsibility for construction means, techniques, sequences, nor for safety programs of the contractor in connection with the construction work. The failure of any personnel of ENGINEER engaged in on-site observation to discover defects or deficiencies in the work of the contractors shall not subject ENGINEER to any liability for any such defects or deficiencies. The ENGINEER will review shop drawings, material and equipment tests and contractor's monthly pay estimates and make recommendations to the DISTRICT. Upon completion of the work, the ENGINEER will make a final inspection of the project and issue to the DISTRICT and the contractor a Certificate of Completion at which time the Basic Services will be complete.

4. During the course of the Preliminary Design, Design and Construction Phases, the ENGINEER shall prepare and deliver to Texas Commission on Environmental Quality copies of project documents, notices as required by Texas Commission on Environmental Quality rules and other data as reasonably required to assist the DISTRICT in the project approval process.

B. ADDITIONAL SERVICES:

1. Operational Phase: The ENGINEER will represent the DISTRICT in engineering matters before and with governmental agencies and individual entities. Additionally, the ENGINEER will advise the DISTRICT on the adequacy of maintenance, operation and repair of DISTRICT facilities, and make regular inspections on and report to the DISTRICT on the actual function of the facilities. Further, the ENGINEER will attend monthly meetings as may be required, and prepare reports, applications, and designs as the DISTRICT may specifically authorize.
2. Conducting surveys of all types including but not limited to Boundary Surveys, Topographic Surveys, Field Surveys, Construction Staking, Control Surveys, and related office computations and drafting or re-establishment of any of the above;
3. Preparation of Property or Easement Descriptions;
4. Services of a Resident Project Representative;
5. Special economic development feasibility and annexation studies; detailed considerations of operation, maintenance or overhead expenses; regional or area studies to establish basic data and preliminary utility plans to justify the scope of the project; and special environmental assessments;
6. Preparation of Preliminary Engineering Reports and creation reports, and coordination with DISTRICT and the Texas Commission on Environmental Quality; and special studies and reports such as hydraulic impact analysis;
7. Preparation of bond application engineering reports, with related materials and coordination through approval of the application by the Texas Commission on Environmental Quality in the sale of bonds;
8. Appearances before regulatory agencies;
9. Services as an expert witness, including preparation of engineering data and reports on behalf of the DISTRICT or in connection with litigation or other controversies, or in consultation with DISTRICT or legal representatives;

10. Soil and foundation investigations, detailed mill, shop and/or laboratory inspection of materials and equipment including field tests, borings, related engineering analyses and recommendations;
11. Travel and subsistence required of the ENGINEER and authorized by the DISTRICT to points other than the DISTRICT office and the project site;
12. Additional copies of reports, plans, drawings and specifications in excess of ten (10) sets;
13. Permit applications, preparation of environmental statements and assistance to the DISTRICT in preparing for and attending public hearings;
14. Revision of contract drawings after a definite plan has been approved by the DISTRICT;
15. Provision of as-built drawings;
16. Services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by the DISTRICT;
17. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction; defective or neglected work of contractor; prolongation of construction contract time by more than twenty (20%) percent, or default under construction contract due to delinquency or insolvency;
18. Review of projects engineered by others to determine adaptability to DISTRICT'S systems and construction inspection to determine and verify compliance with regulatory agencies and other construction criteria as may apply; and
19. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice.

C. TASK ORDERS

The ENGINEER shall perform specific scopes of work as authorized by the DISTRICT from time to time. Such authorizations (collectively, "Task Orders") may be issued in either written or verbal form. Task Orders shall specify whether the authorized scope of work falls within Basic Services or Additional Services, as defined in this Agreement.

For Basic Services, the ENGINEER shall perform the authorized work upon receiving a Task Order from the DISTRICT, subject to the terms and conditions of



this Agreement and the applicable Task Order. The DISTRICT's authorization for the ENGINEER to proceed with the Basic Services specified in the applicable Task Order shall be deemed effective upon receipt by the ENGINEER of such Task Order. The ENGINEER's acceptance of a Task Order may be provided in writing, verbally, or shall be deemed to have occurred upon commencement of performance of the authorized work.

For Additional Services, the ENGINEER shall consider all requests for Additional Services from the DISTRICT in good faith and use commercially reasonable efforts to accommodate such request; however, the ENGINEER shall have the sole discretion as to whether it agrees to perform such Additional Services. The ENGINEER may accept the request, delivered by way of a Task Order as required under this Section, either verbally or in writing. If the ENGINEER does not confirm acceptance within this period, the Additional Services request shall be deemed declined, and the ENGINEER shall have no further obligation with respect thereto.

Each Task Order, whether verbal or written, shall be governed by the terms and conditions of this Agreement. Unless otherwise specified, a Task Order shall become effective upon issuance and shall continue until the authorized scope of work is completed, unless earlier terminated by the DISTRICT in accordance with the terms of this Agreement. For avoidance of doubt, the ENGINEER shall not be obligated to perform Additional Services unless and until it has expressly agreed to do so in accordance with the terms of this Agreement.

II. **COMPENSATION TO ENGINEER:** The DISTRICT agrees to pay the ENGINEER for the aforementioned services in accordance with the following descriptions, definitions, terms and conditions:

A. **BASIC SERVICES:**

1. The fees for Preliminary Design Phase and Design Phase shall be an amount equal to the percentage fee determined from Modified Curve "A" from the City of Houston Department of Public Works and Engineering Curves of Median Compensation, attached hereto as Appendix "A", and made a part of this Agreement, as based upon the Total Construction Cost (as detailed below) of the work, apportioned as follows:

Preliminary Design Phase	25%
Design Phase	60%
Total	85%

Notwithstanding the fees set forth above, in the event that the Total Construction Cost of any project is less than \$200,000.00, then the work performed will be billed on an hourly rate in accordance with the schedules set forth in Appendix "B".

2. The fees for Construction Phase Services shall be on the basis of ENGINEER'S current hourly rates, plus reimbursable expenses, both defined as follows:
  - a. Hourly Rates: Charges for hourly services will be made in accordance with the schedule of hourly rates and reimbursable charges attached hereto as Appendix "B". DISTRICT will be provided a schedule of rates for any services rendered which are not included in the basic schedule of hourly rates. Schedule of hourly rates and reimbursable charges may be adjusted by ENGINEER January 1 annually.
  - b. Reimbursable Expenses: Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed as established in Appendix "B".
3. Total Construction Cost shall be calculated as follows:
  - a. Total Construction Cost shall refer to the cost basis used to determine ENGINEER's fee and shall include, among others, the following items: (1) all work designed and specified by the ENGINEER, including labor, material and equipment (including work covered by additive alternates, that increase the cost of the project if used); and, (2) all labor, material and equipment furnished by DISTRICT or by others.
  - b. Total Construction Cost shall not be based on nor include: (1) compensation payable to ENGINEER under this Agreement; (2) compensation payable to any architect or other engineer; or (3) expenditures not connected with construction or design, such as land acquisition costs or attorney's fees.
  - c. Total Construction Cost shall be determined as follows: (1) if the project is awarded and constructed: the Total Construction Cost shall be the actual cost incurred by the DISTRICT for the completed project, provided that sufficient information is available to determine such cost. The calculation shall also include the amount of the proposal received from the successful bidder for each additive alternate not used (or, if no proposal was received, the ENGINEER'S most recent cost estimate for such alternate); and (2) if the project is (i) bid but not awarded: the Total Construction Cost shall be the lowest bona fide bid received, including all additive alternates in that bid, or (ii) is not bid or no bids are received: the Total Construction Cost shall be the ENGINEER's most recent cost

estimate, including all additive alternates.

In determining Total Construction Cost, reduction shall not be made for any deductive alternates that decrease the cost of the Project if used.

4. It shall be the duty of DISTRICT to provide all necessary information as required above. In the event that used materials and equipment are used in the project, for the purposes of determining construction costs, they shall be included as if purchased new for the project. Further, no reduction shall be made from the percentage fees due ENGINEER on account of penalty, liquidated damages or other sums withheld from contractor's payments.

- B. **ADDITIONAL SERVICES:** Compensation will be on the basis of ENGINEER'S current hourly rates, plus reimbursable expenses.

- III. **PAYMENTS:** The ENGINEER'S fees shall be due and payable in monthly progress payments. The ENGINEER will invoice the DISTRICT monthly in amounts based on the ENGINEER'S estimate of the portion of Basic Services completed, plus charges for any Additional Services. The DISTRICT agrees to pay the ENGINEER in his place of business, the full amount of each invoice, upon receipt. A monthly finance charge of one percent (1%), or the maximum allowed by law, whichever is less, per month may be added to the unpaid balance of the invoices that are due and not paid within forty-five (45) days of the date of invoice. No payment to ENGINEER shall be withheld because of the refusal of any contractor to perform a check-list item, or because of disputes between DISTRICT and a contractor over liquidated damages, performance or other similar reasons.

#### IV. **OWNERSHIP OF DOCUMENTS:**

- A. All documents, including original drawings, estimates, specifications, periodic construction progress notes, and data (collectively, the "Documents") shall be the property of the DISTRICT, provided that the ENGINEER has received full compensation due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. The ENGINEER agrees that it shall not reuse any portion of the Documents that is unique to the DISTRICT's project or projects for any other client of the ENGINEER, without the express written consent to the DISTRICT, which consent will not be unreasonably withheld. The ENGINEER may retain a set of reproducible record copies of the Documents, in consideration of which it mutually agreed that the DISTRICT will use such Documents solely in connection with the project covered by the Agreement and for no other purposes, except with the express written consent of the ENGINEER, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the ENGINEER shall be at the DISTRICT's sole risk.
- B. All materials and information that are the property of DISTRICT and all copies or duplications thereof shall be delivered to DISTRICT by ENGINEER, if requested by

DISTRICT, upon completion of Services. ENGINEER may retain one complete set of reproducible copies of all of its instruments of service.

V. **INSURANCE:** The ENGINEER shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Agreement, the ENGINEER shall furnish to the DISTRICT certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list the ENGINEER, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. The ENGINEER shall cause its insurance companies to provide the DISTRICT with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. The ENGINEER shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

B. Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than

\$2,000,000      general aggregate limit

\$1,000,000      each occurrence, combined single limit

\$2,000,000      aggregate Products, combined single limit

\$1,000,000      aggregate Personal Injury/Advertising Liability

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

D. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.

E. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

The DISTRICT and the DISTRICT's agents and employees shall be added as additional insureds to all coverages required under this Agreement, except for worker's

compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of the ENGINEER shall contain a waiver of subrogation in favor of the DISTRICT and the DISTRICT's agents and employees, with the exception of professional liability insurance. In addition, all of the aforesaid policies, except professional liability insurance, shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the DISTRICT, and without rights of contribution or recovery against the DISTRICT or from any such other insurance available to the DISTRICT. The ENGINEER, and not the DISTRICT, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the ENGINEER.

- VI. LIABILITY LIMITATION: ENGINEER SHALL HAVE NO LIABILITY TO DISTRICT OR TO OTHERS AS A CONSEQUENCE OF EXPRESS OR IMPLIED APPROVAL OF ANY CONSTRUCTION ACTIVITIES, EXCEPT TO THE EXTENT ENGINEER HAS EXPRESSLY CERTIFIED IN WRITING THAT SPECIFIC ASPECTS OF THE CONSTRUCTION CONFORM TO ENGINEER'S DESIGN SPECIFICATIONS. ENGINEER SHALL NOT BE LIABLE FOR ANY DEFECTIVE CONSTRUCTION, WHETHER OR NOT OBSERVED BY ENGINEER. THE CONSTRUCTION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION, INCLUDING SITE SAFETY AND COMPLIANCE WITH CONTRACT DOCUMENTS. FURTHER, IN NO EVENT SHALL ENGINEER'S LIABILITY FOR ANY CLAIM OR CAUSE WHATSOEVER PURSUANT TO OR ARISING OUT OF THIS AGREEMENT, ANY PROVISION OF THIS AGREEMENT, OR ANY WORK PERFORMED UNDER OR PURSUANT TO THIS AGREEMENT, EXCEED TWO MILLION DOLLARS (\$2,000,000.00) IN THE AGGREGATE. ENGINEER SHALL NOT BE LIABLE FOR (I) ANY SERVICES, WORK, OR RECOMMENDATIONS PROVIDED BY ANOTHER ENGINEER OR THIRD PARTY; (II) ANY RELIANCE BY DISTRICT ON THE OPINIONS, ANALYSES, OR WORK OF ANY OTHER ENGINEER, CONSULTANT, OR THIRD PARTY; OR (III) ANY MODIFICATIONS, ALTERATIONS, CHANGES TO ENGINEER'S WORK OR DELIVERABLES OR USE OF ENGINEER'S WORK OR DESIGN BY ANY PARTY OTHER THAN ENGINEER, REGARDLESS OF WHETHER SUCH MODIFICATIONS OR ALTERATIONS WERE REVIEWED OR APPROVED BY ENGINEER. EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, ENGINEER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ENGINEER SHALL HAVE NO LIABILITY FOR ANY DEFECTS, ERRORS, OR OMISSIONS IN THE SERVICES, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

- VII. **TERMINATION:** Either Party to this Agreement may terminate this Agreement and any Task Order(s) issued hereunder without cause by giving to the other Party thirty (30) days' written notice. Upon delivery of such notice by the DISTRICT to the ENGINEER, the ENGINEER shall proceed to cancel promptly all existing Task Orders and contracts insofar as such Task Orders or contracts are chargeable to this Agreement and, no later than thirty (30) days after receiving such notice, cease all the ENGINEER's Services in connection with the performance of this Agreement, or Task Order(s) except to the extent otherwise provided in the written notice. As soon as practicable after termination, the ENGINEER shall submit a statement, showing in detail the Services performed under this Agreement, including any Task Orders to the date of termination. The DISTRICT shall then pay the ENGINEER, within the timeframe provided above, any undisputed outstanding payment due and owing to the ENGINEER. Copies of all Documents, including all instruments of service and project documents shall be delivered to the DISTRICT within fourteen (14) days of the effective date of termination of the Agreement or termination of the Task Order.
- VIII. **SUCCESSORS AND ASSIGNS:** The DISTRICT and the ENGINEER each binds itself, its successors, assigns, and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the DISTRICT nor the ENGINEER shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, conditioned, or delayed.
- IX. **GENERAL:** The ENGINEER shall perform the Services under this Agreement in accordance with the degree of skill, care, and diligence ordinarily exercised by professional engineers performing services of a similar nature under similar circumstances in the geographic region in which the Services are performed. Any opinion of the Total Construction Cost prepared by the ENGINEER represents its judgment as a design professional and is supplied for the general guidance of the DISTRICT. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the DISTRICT.
- X. **DESIGN REQUIREMENTS:** Construction plans and specifications shall conform to the design criteria and regulations of all agencies and political subdivisions with jurisdiction over the project at the time of design, including the Texas Commission on Environmental Quality. In the event the plans and specifications do not conform to any such entity's criteria, the ENGINEER shall redesign the plans and specifications to conform to such criteria at no cost to the DISTRICT.
- XI. **RELATIONSHIP BETWEEN DISTRICT AND ENGINEER:** The relationship between the ENGINEER and the DISTRICT under this Agreement and otherwise shall be that of independent contractor. The ENGINEER is not by the terms of this Agreement or otherwise, an agent, or employee of the DISTRICT.
- XII. **ADDRESS OF NOTICES AND COMMUNICATIONS:** All notices and communications

under this Agreement to be mailed or delivered to the parties shall be the following address:

VOGLER & SPENCER ENGINEERING, INC.  
777 N. ELDRIDGE PARKWAY, SUITE 500  
HOUSTON, TX 77079

- XIII. ANTI-BOYCOTT OF ISRAEL VERIFICATION: By signing and entering into the Agreement, the ENGINEER verifies, pursuant to Chapter 2271 of the Texas Government Code, it is not a Company that boycotts Israel and agrees it will not boycott Israel during the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” have the meaning assigned to the term “boycott Israel” in Section 808.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, but does not mean a sole proprietorship.
- XIV. ANTI-BOYCOTT OF ENERGY COMPANIES VERIFICATION: By signing and entering into the Agreement, the ENGINEER verifies, pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 88th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.
- XV. ANTI-BOYCOTT DISCRIMINATION OF FIREARM ENTITY OR FIREARM TRADE ASSOCIATION VERIFICATION: By signing and entering into the Agreement, the ENGINEER verifies, pursuant to Chapter 2274 of the Texas Government Code, it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3) of the Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations, that exists to make a profit, but does not include a sole proprietorship.

- XVI. **LONE STAR INFRASTRUCTURE PROTECTION ACT VERIFICATION:** If under this Agreement, the Engineer is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, the Engineer verifies, pursuant to Chapter 2275 of the Texas Government Code that neither the Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Engineer, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.
- XVII. **ANTI-TERRORISM VERIFICATION:** By signing and entering into the Agreement, the Engineer verifies neither the Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Engineer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a Company listed by the Texas Comptroller pursuant to Sections 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.
- XVIII. **FEMA/NRCS CAP:** If required to facilitate the DISTRICT’s reimbursement of monies from the Federal Emergency Management Agency, Natural Resources Conservation Services or other governmental entity, the DISTRICT and the ENGINEER will work in good faith to determine a reasonable cap of the ENGINEER’s fees to meet such reimbursement requirements at the time the work is authorized.
- XIX. **INDEMNIFICATION:**
- A. ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS THE DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO**



**REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY ENGINEER OR ANY OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE EXTENT BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR BY ENGINEER, ENGINEER'S AGENTS, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.**

- B. No provision herein shall be construed to increase the DISTRICT'S liability as provided and limited under the Texas Tort Claims Act, nor shall any such provision be construed as a waiver to any extent of any governmental immunity that the DISTRICT may have.
- XX. PERMITS AND LICENSES: The ENGINEER represents to the DISTRICT that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain to perform the Services.
- XXI. CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY ENGINEER: All specifications, drawings, and other engineering documents that are prepared by the ENGINEER shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the State of Texas.
- XXII. SEVERABILITY: Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- XXIII. EXTENT OF AGREEMENT: This Agreement represents the entire agreement between the DISTRICT and the ENGINEER and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the DISTRICT and the ENGINEER. This Agreement shall be governed by the laws of the State of Texas and enforceable in Harris County, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

VOGLER & SPENCER ENGINEERING, INC.

(DISTRICT)

BY: \_\_\_\_\_  
Jeffrey W. Vogler, President

BY: \_\_\_\_\_  
President

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