



October 22, 2024

Caldwell County  
1110 S. Main Street  
Second Floor, County Courtroom, Room 200  
Lockhart, Texas 78644

Re: Proposal for Professional Engineering Services  
US 183 Evacuation Center Turn Lane  
Luling, Caldwell County, Texas

We are pleased to submit the attached fee proposal for professional services to provide Plans, Specifications, and Estimates (PS&E) for the design of a center turn lane to provide improved access to an evacuation center on the west side of US 183 in Luling.

Improvements to US 183 include a 12-foot-wide center left-turn lane approximately 3,200 feet in length, with 930 feet of taper at the south end and 422-feet of taper at the north end of the project. Additionally, two 10-foot wide, southbound right turn lanes 811-feet in length will be provided to access the proposed westside driveways. To create the center, turn lane and right turn lanes, the roadway will be widened from 52 feet to a maximum of 74 feet. Preliminary design of the proposed widened pavement consists of 8" flexible base with 8" Type B HMA and 2" Type D HMA. The existing pavement will be milled and overlaid with 1" of asphalt. The proposed pavement design section will need to be approved by TxDOT. Improvements will also include signing, pavement markings, rumble strips, roadside drainage, stormwater pollution prevention plans, traffic control plans, and possible utility adjustments as needed. We anticipate that the project may require supplemental survey data and subsurface utility engineering to verify that there are no utility conflicts. Minimal hydraulic analysis and drainage design of the roadside ditches and driveway culverts will be performed. All PS&E submittals will be in accordance with TxDOT Austin District requirements.

Major milestones include 30%, 60%, 90%, and 100% submittals with plans ready for State Letting on Dec. 2–3, 2025.

Attached to this letter proposal are the Scope of Services and Compensation, and fee schedule.

Sincerely,

A handwritten signature in blue ink that reads "Frank H. Olshefski".

Frank H. Olshefski, P.E.  
Director of Transportation

TBPELS Engineering Firm No. F-3937  
TBPELS Surveying Firm No. 10194551

## SCOPE OF SERVICES

After a kickoff meeting, Doucet will develop 30% plans which will include utility coordination, roadway plans, pavement typical sections, cross sections, preliminary drainage, preliminary estimate and TxDOT required forms and checklists. The Rios Group will perform SUE services to document the location of existing utilities in the right-of-way and help verify that there are no utilities. Additional survey services to be provided as needed.

### **30% DESIGN SUBMITTAL (60 CALENDAR DAYS)**

This deliverable will consist of the following drawings and documents:

- Title Sheet
- Existing Typical Section
- Proposed Typical Sections
- Survey control Index
- Horizontal and Vert Control
- Horizontal Alignment Data
- Roadway Plan and Profile
- Cross Sections
- Existing Utility
- Utility Conflict Matrix
- Preliminary Cost Estimate
- STAGE GATE CHECKLIST
- TxDOT FORM 1002

Doucet will conduct Teams coordination meetings with TxDOT every two weeks to discuss project issues and progress. After the 30% submittal, Doucet will meet with TxDOT to discuss their review comments of the 30% submittal and provide a comment response matrix with agreed responses to all comments. The 30% work will include QA/QC documentation, coordination meetings, monthly progress reports, and invoices.

After the 30% review comments have been addressed, Doucet will develop 60% plans which will include utility adjustments as needed, roadway plans, pavement typical sections, cross sections, drainage, signing and pavement markings, driveway details, traffic control plans, stormwater pollution prevention plans, quantities, estimate and TxDOT required forms and checklists.

### **60% DESIGN SUBMITTAL (90 CALENDAR DAYS)**

This deliverable will consist of the following drawings and estimate 30% complete:

- Title Sheet
- Index of Sheets
- General Notes
- Estimate and Quantity Sheet (TxDOT Connect)
- Summary of Quantities
- Project Layout
- Existing Typical Section
- Proposed Typical Sections
- Narrative Sequence of Construction
- Traffic Control Plans
- Survey control Index

- Horizontal and Vert Control
- Horizontal Alignment Data
- Removal Layouts
- Roadway Plan and Profile
- Driveway Intersection Layouts for Evacuation Center
- Driveway Details (1 Sheet)
- Flexible Pavement Details
- Roadway Standards
- Drainage Area Map
- Hydraulic Data Sheets
- Drainage Ditch Plan and Profile
- Driveway Culvert Layout
- Cross Culvert Layout (as needed)
- Drainage Standards
- Pavement Marking Layout
- Existing Sign Layout
- Proposed Sign Layout
- Signing and Pavement Marking Standards
- Storm Water pollution Prevention Plan Layout
- Environmental Permits, Issues and Commitments EPIC
- Erosion Control Standards
- Utility plans
- Cost Estimate

**90% DESIGN SUBMITTAL (60 CALENDAR DAYS)**

Doucet will provide the following deliverables and professional engineering services upon receipt of 60% review comments. Based upon review and approval of the 60% submittal, we will develop 90% complete detailed designs, layouts and details of proposed roadway, driveways, TCP, drainage, SW3P, utilities, and estimates.

**90% DESIGN SUBMITTAL (60 CALENDAR DAYS)**

This deliverable will consist of the following drawings and estimate:

- Title Sheet
- Index of Sheets
- General Notes
- Estimate and Quantity Sheet (TxDOT Connect)
- Summary of Quantities
- Project Layout
- Existing Typical Section
- Proposed Typical Sections
- Narrative Sequence of Construction
- Traffic Control Plans
- Survey control Index
- Horizontal and Vert Control
- Horizontal Alignment Data
- Superelevation Data (if needed)
- Removal Layouts (if needed)
- Roadway Plan and Profile
- Intersection Layouts for Evacuation Center
- Driveway Details (1 Sheet)

- Flexible Pavement Details
- Roadway Standards
- Drainage Area Map
- Hydraulic Data Sheets
- Drainage Ditch Plan and Profile
- Driveway Culvert Layout
- Cross Culvert Layout (if needed)
- Drainage Standards
- Pavement Marking Layout
- Existing Sign Layout
- Proposed Sign Layout
- Signing and Pavement Marking Standards
- Storm Water pollution Prevention Plan Layout
- Environmental Permits, Issues and Commitments EPIC
- Erosion Control Standards
- Existing Utility
- Cost Estimate
- Specifications
- QA/QC

**100% SUBMITTAL (30 CALENDAR DAYS)**

Doucet will provide the following deliverables (100% complete design) professional engineering services upon receipt of final review comments from TxDOT. Based upon stakeholder’s review and approval of the 90% complete design documents, Doucet will develop 100% complete detailed designs, specifications, and estimates.

**100% DESIGN SUBMITTAL (30 CALENDAR DAYS)**

**This deliverable will consist of the following drawings, specifications, and estimate.**

- Final PS&E
- Bid Assistance
- Attend Pre-Bid
- Assit in Responding to Bidder’s Questions
- Prepare Addenda
- Assist in Evaluation of Bids

**COMPENSATION**

Item	Fee Basis	Fee	Task
<b>I. 30% Design</b>			
	Lump Sum	\$ 45,000	01
<b>II. 60% Design</b>			
	Lump Sum	\$ 74,000	02
<b>III. 90% Design</b>			
	Lump Sum	\$ 52,000	03
<b>IV. 100% Design</b>			
	Lump Sum	\$ 45,000	04
<b>V. SUE, SURVEY, &amp; DIRECT EXP.</b>			
	Lump Sum	\$ 25,000	05
		<b>Total</b>	<b>\$ 241,000</b>

**ASSUMPTIONS**

- The scope does not include geotechnical/pavement design services.
- The scope does not include cross culvert or detention analysis.

**Schedule A**

**Doucet Fee Schedule (2023)**

<b><u>Personnel</u></b>	<b><u>Hourly Fee</u></b>	<b><u>Personnel</u></b>	<b><u>Hourly Fee</u></b>
Principal Engineer (PE)	\$295.00	Principal Surveyor (RPLS)	\$290.00
Senior Project Manager	\$275.00	Project Manager (RPLS)	\$245.00
Project Manager	\$230.00	Project Surveyor	\$165.00
Senior Project Engineer (PE)	\$215.00	Survey Specialist	\$150.00
Project Engineer III	\$195.00	Survey Technician	\$125.00
Project Engineer II	\$185.00		
Project Engineer I	\$170.00	GIS Specialist	\$155.00
Engineer Associate III	\$160.00	GIS Technician	\$125.00
Engineer Associate II	\$150.00	LiDAR Specialist	\$150.00
Engineer Associate I	\$135.00	LiDAR Technician	\$120.00
		Aerial Mapping Specialist	\$150.00
Sr. Construction Manager	\$180.00	Aerial Mapping Technician	\$120.00
Sr. Construction Inspector	\$170.00	Utility Specialist	\$145.00
Construction Manager	\$125.00	Utility Technician	\$115.00
Construction Inspector	\$115.00		
		Field Coordinator	\$165.00
Sr. Civil Technician	\$165.00	Field Specialist	\$130.00
Civil Technician	\$145.00	Crew of 1	\$130.00
Assistant Civil Technician	\$130.00	Crew of 2	\$170.00
		Crew of 3	\$230.00
Senior Planner (AICP)	\$210.00	Environmental Project Manager	\$200.00
Project Planner	\$160.00	Environmental Specialist	\$145.00
Project Technical Lead	\$165.00	Environmental Technician	\$120.00
Staff Planner	\$140.00	Project Archaeologist	\$165.00
Planning Technician	\$120.00		
		Division Administrator	\$125.00
Project Coordinator	\$135.00	LiDAR Scanner	\$120.00
Sr. Operations Assistant	\$120.00	Drone	\$675.00
Engineering Intern	\$90.00	Ground Targets	\$35/ea.
Operations Assistant	\$85.00	Concrete Monuments	\$290/ea.
		ATV/Boat/Sonar	
Expert Witness	\$550.00	Mileage	\$0.655/ mile

*Doucet reserves the right to periodically adjust our fee schedule.*



## General Terms and Conditions

These General Terms and Conditions are a part of the letter proposal “FO 2220-020” dated October 10, 2023, from Doucet & Associates, Inc. (“Doucet”) to Cadence Austin Management, LLC (“Client”) and shall govern all services described in the letter proposal (“Scope of Services”) or any other services rendered by Doucet to Client (“Additional Services”). The Scope of Services and Additional Services are referred to collectively as the “Services”.

### **Article 1. Compensation**

1.1 **Agreement to Hire.** Client hires Doucet to perform the Services on the Property described in the Letter Proposal (the “Property”) pursuant to the terms of this Agreement. This Agreement is comprised of the Letter Proposal, Fee Schedule and these General Terms and Conditions. The term of the Agreement shall commence on the date Client signs the Letter Proposal and terminate on the date the Services are completed or the date this Agreement is otherwise terminated in accordance with its terms.

1.2 **Agreement to Pay.** Client agrees to pay Doucet for the Scope of Services, Additional Services and Reimbursable Expenses in accordance with this Agreement. The charge for Additional Services shall be based on actual hours expended and quantities used. The amounts set forth in the Letter Proposal are estimates only and actual charges may vary. Doucet reserves the right to periodically adjust our fee schedule. In addition to all fees for services, Client agrees to pay all collection charges if Doucet is compelled to seek collection of the fees charged for Scope of Services and Reimbursable Expenses through a collection agency or through an attorney. Collection charges includes all fees paid to any professional for collection of delinquent Fees, all court costs, travel expenses, and other costs incurred by Doucet in collection of delinquent fees and expenses due to Doucet under this Agreement.

1.3 **Change Orders.** Client, without invalidating this Agreement, may request changes to the scope of Services by altering or adding to the Services to be performed and any such changes shall be performed subject to this Agreement. Unless Doucet specifies otherwise, the charges for such changed Services shall be based on actual hours expended and quantities used in accordance with the Fee Schedule. Client, by requesting a change order, agrees to pay such additional or changed charges.

1.4 **Invoices.** Doucet will submit invoices to Client on a monthly basis or upon completion of the Services. Client agrees to pay Doucet upon receipt of invoice. Client agrees to pay a charge of 1.5% per month on all invoiced amounts after thirty days, retroactive to the date of invoice. Interest on unpaid invoices shall not exceed the maximum amount of interest allowed by law and any interest in excess of this amount shall be credited to unpaid invoices or, if they have been paid, refunded.

1.5 **Suspension of Work.** If Client does not pay any invoiced amount within thirty days from the date of invoice, or otherwise fails to perform any obligation under this Agreement, Doucet shall have the right, upon three days written notice to Client, to stop performance of the Services.

### **Article 2. Duties**

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

2.2 **Client-furnished Data.** Client will provide to Doucet all plans and other information in Client's possession that relates to Doucet's performance of the Services. This information will include known site hazards, location of utilities, prior surveys, plats, any hazardous materials in or around the site, location of underground structures or storage tanks. Client acknowledges that Doucet will rely on the accuracy, timeliness and completeness of the information provided by the Client or any of Client's contractors or consultants. Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against Doucet and to indemnify, and hold harmless Doucet, its directors, partners, employees and subcontractors from any damages, liabilities, or costs, including attorneys' fees, experts' fees, and defense costs, for any property damage, injury or economic loss arising or allegedly arising from inaccuracy of information provided to Doucet by the Client.

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

2.4 **Permits.** Except as expressly provided in the Letter Proposal, Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Upon request, Client will provide Doucet evidence satisfactory to Doucet that all required permits or other approvals have been obtained and that all required notices have been given, including copies of such permits or notices.

2.5 **Ownership of Documents.** All designs, drawings, engineering reports, specifications and other documents generated or produced during the term of this Agreement, whether in electronic form, print, or any other fixed media, are work product of Doucet and are the sole and exclusive property of Doucet. The work product of Doucet described in the preceding sentence is licensed to Client for the sole purposes of the Project, and may not be used by any third party for any purpose, nor by Client for any purpose other than as set out in this Agreement. Client may not modify, amend, change, or alter any of Doucet's work product. If Client makes any modification, alteration, addition or change to Doucet's work product without the specific agreement of Doucet, any warranty issued by Doucet for work completed with the altered documents is withdrawn by Doucet. Client acknowledges and agrees that if it modifies, alters, or changes the Doucet work product without the consultation and written consent of Doucet that Doucet is relieved of any liability caused by that modification, change or alteration, and that Client will indemnify and hold Doucet harmless from any claims, lawsuits, damages, losses and causes of action asserted by any third party against Doucet, including costs of defense and attorney's fees.

2.6 **Lender Certificates.** In the event a third party, such as a lender or subsequent purchaser of the Property, seeks assignment of any instruments of service prepared by Doucet, or requests that Doucet make independent certifications in favor of such third party, then Doucet, as a condition to such assignment or certification may require: (a) payment in full of all outstanding charges then due from Client, (b) reimbursement for all costs and fees incurred by Doucet (including attorney's fees) in reviewing associated documents, (c) a reasonable administrative fee in an amount determined by Doucet, (d) reasonable time to review any associated documents, but no less than seven (7) days, (e) Doucet may limit its certification to such third party to a statement confirming that all certifications made on the instruments of service, if any, remain true and correct and (f) any other assurances reasonably determined by Doucet.

2.7 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations, including but not limited to spill reporting. Nothing in the Agreement precludes Doucet from providing any notices or reports that it may be required by law to give to governmental entities.



2.8 **Environmental and Compliance with Laws.** Client represents to Doucet that the Property is and will remain in compliance with all-environmental, health and safety laws, regulations, and ordinances (“Laws”). Client is solely responsible for all matters relating to soils testing, other subsurface investigations, the presence and disposal of any hazardous materials in, under or around the Property, and any other environmental conditions of the Property and any structures located on the Property. Client is the owner of and has responsibility for any waste materials on the Property or generated in the performance of the Services, including samples collected for testing. Client agrees to indemnify and hold harmless Doucet, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney’s fees, arising out of or related to the presence of any hazardous materials, petroleum, asbestos or contaminants on the Property or the failure of the Property to comply with all Laws.

2.9 **Cooperation.** Client will fully cooperate with Doucet in the performance of this Agreement. Client is responsible for assuring that other contractors of Client cooperate with and do not interfere with Doucet’s performance of the Services.

2.10 **Incidental Damages.** Client understands that Doucet’s activities, vehicles, and other equipment may unavoidably cause some damage to the Property, including destruction of vegetation, the correction of which shall be borne by the Client.

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

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

### **Article 3. Termination of Services**

3.1 **Termination.** The Agreement may be terminated without cause at any time prior to completion of the Service by Client or Doucet upon seven (7) days written notice to the other party.

3.2 **Compensation in Event of Termination.** If the Agreement is terminated in accordance with Paragraph 3.1, Doucet shall be compensated for all Services performed prior to the termination date in accordance with the rates established in this Agreement as well as all Reimbursable Expenses then due or incurred.

### **Article 4. Relationship of Parties**

4.1 **Independent Contractor.** It is understood that the relationship of Doucet to Client shall be that of an independent contractor. Neither Doucet nor employees of Doucet shall be deemed to be employees of Client. There are no third-party beneficiaries to this Agreement.

## Article 5. Limitation on Warranties and Liability

5.1 Doucet represents and warrants that the Services will be performed using that degree of care and skill customarily provided by an experienced professional organization providing similar services in the area during the same time period. **Doucet makes no other warranties or representations, whether express or implied, whether in this Agreement or any subsequent reports provided by Doucet.**

5.2 **Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF DOUCET AND ITS SUBCONSULTANTS AND SUBCONTRACTORS TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS (COLLECTIVELY "CLAIMS") SHALL NOT EXCEED \$50,000 OR DOUCET'S TOTAL FEE, WHICHEVER IS GREATER. IN NO EVENT WILL DOUCET, ITS SUBCONSULTANTS OR SUBCONTRACTORS BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CLIENT, AS A MATERIAL INDUCEMENT TO DOUCET TO ENTER THIS AGREEMENT, WAIVES ALL CLAIMS AGAINST, FOREVER DISCHARGES AND PROMISES NOT TO SUE THE EMPLOYEES, OFFICERS, AND DIRECTORS OF DOUCET FOR ALL CLAIMS, EXCEPT INTENTIONAL TORTS OCCURRING OUTSIDE THE COURSE AND SCOPE OF THEIR EMPLOYMENT. CLIENT AGREES TO LOOK SOLELY TO DOUCET FOR THE SATISFACTION OF ANY CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT THAT CLIENT WOULD OTHERWISE HAVE AGAINST THE EMPLOYEES, OFFICERS, AND DIRECTORS OF DOUCET ABSENT THE WAIVER SET FORTH ABOVE.**

## Article 6. Miscellaneous

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

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

6.3 **Arbitration.** Any controversy or claim arising from or relating to this Agreement, the Services or any other agreement between the parties shall be settled by binding arbitration administered by the American Arbitration Association (AAA) under its commercial arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration, and all hearings in relation thereto, shall be held in Travis County, Texas. The arbitration panel shall consist of a single arbitrator who is either a licensed engineer or has extensive experience in the field of engineering. All aspects of the arbitration shall be confidential. The arbitrator shall have no authority to award punitive damages. Notwithstanding the foregoing, in the event Doucet has a claim against Client for the collection of invoiced amounts then Doucet may bring such claim in the courts of Travis County, Texas and Client hereby irrevocably consents to venue and jurisdiction of the courts of Travis County for such claims. In the event Client asserts a counterclaim against Doucet, then Doucet shall have thirty (30) days from receipt of such counterclaim to commence arbitration, in which case the entire cause of action shall be stayed in the Courts and arbitrated in accordance with this paragraph, or if Doucet fails to commence arbitration within such thirty day period, the entire cause of action shall be litigated in the Courts of Travis County. Client acknowledges that all payments for the Services are due and payable in Travis County, Texas.

6.4 **Acceptance of Agreement.** If this Agreement is not executed by Client within 30 days of the date tendered, it shall become invalid unless: (1) Doucet extends the time in writing; or (2) Client orally authorizes Doucet to proceed with the work, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Doucet's performance of work under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization. A facsimile signature shall be effective to bind either party to this Agreement.

6.5 **Doucet - Not Supervisor.** Unless specifically stated in the letter proposal defining the Scope of Services provided in this Agreement, Doucet has no responsibility or authority for the supervision of any phase of the work at the site of the Project, and no responsibility for the means, methods, techniques, sequences, and procedures used by the contractors and no responsibility for site safety. Doucet shall have no responsibility to assure or certify that construction on the Property or any activity not supervised by Doucet shall comply with applicable laws. Doucet shall have no responsibility for or liability in relation to any employees of Client or other contractors of Client on the Property.

6.6 **Indemnity.** Client shall indemnify, defend and hold harmless Doucet from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by Doucet, any third party or employee employed or retained by Doucet, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or an agent or contractor of Client, (ii) violation of federal, state or local statute, rule, regulation or ordinance by Client or an agent or contractor of Client, (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the Property, (iv) any matter outside of Doucet's scope of Services or (v) inaccurate information provided by Client to Doucet.

6.7 **Suspension of Work/Force Majeure.** Client may require Doucet to temporarily suspend work by delivery of written notice to Doucet. Doucet may also be required to suspend work due to circumstances beyond the control of Doucet, including but not limited to strike, fire, inclement weather (including excessive rain or heat), act of God, governmental action, third party actions, casualty or acts of Client. Client understands that the suspension of work by Doucet will cause Doucet to incur additional costs to suspend and resume work and Client agrees to reimburse Doucet for such additional costs and to extend Doucet's deadline for completion.

6.8 **Assignment.** This Agreement [Contract] may not be assigned or transferred by a Party without the prior written consent of the other Party, except if the assignment is to any Party's affiliate (including affiliates resulting from corporate restructuring processes, merger, or acquisition). The term Affiliate means, with respect to a Party, an entity which is controlled by, controls, or is under common control with the Party.

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

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



6.11 **Contractual Lien to Secure Payment:** Client hereby grants to Doucet a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist on the Property and all improvements thereon, to secure payment for all debts owed, now or in the future, to Doucet by Client including those arising as a result of Doucet’s services provided in accordance with this Agreement or any other agreement between Client and Doucet. Client grants Doucet the authority and right to file a copy of this Agreement in the Deed Records of the county or counties where the above project is located to give notice of Doucet’s lien rights.

**Caldwell County Agenda Item**

**AGENDA DATE:** November 12, 2024

**Type of Agenda Item:** Resolution

**Subject:** To approve Resolution 01-2025 for Caldwell County Appraisal Roll with tax amounts entered by the assessor due totaling \$26,345,002.06 for the 2024 Tax Roll.

**Costs:** \$0.00

**Agenda Speakers:** Judge Haden/Vicki Schneider

**Backup Materials:** Attached

**Total # of Pages:** 8