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CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: City of Blair FEMA Channel Repairs
HOUSTON JOB NO.: 0074-0002 HOUSTON PROJ. MGR.: Ethan Miller
CLIENT/OWNER NAME: City of Blair
CLIENT/OWNER ADDRESS: 218 S. 16th Street Blair, NE 68008
CLIENT/OWNER PHONE NO.: 402-426-6695 CLIENT/OWNER CONTACT: CJ Heaton

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 3 day of March, 2026, ("Effective Date") by and between HOUSTON ENGINEERING, INC. ("Houston") and City of Blair ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Cit of Blair FEMA Channel Repairs ("Project").
B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.

2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on July 31, 2026, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- [X] ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
[X] ATTACHMENT B - GENERAL TERMS AND CONDITIONS
[] ATTACHMENT C -
[] ATTACHMENT D -
[X] FEE SCHEDULE - DATED February 10, 2026.
[] ALTA/NSPS LAND TITLE SURVEY RIDER

4. Compensation.

\$ Lump Sum Fee - Based on the Services defined herein
\$ 44,631 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ Percentage of Estimated Construction Cost
\$ Other -

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER
BY: AUTHORIZED REPRESENTATIVE

HOUSTON ENGINEERING, INC.
BY: Ethan Miller AUTHORIZED REPRESENTATIVE

TITLE:

TITLE: Project Manager

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE U.S. MAIL OR ELECTRONIC MAIL ADDRESS ABOVE

Attachment A – Scope of Services

The following task descriptions are for the Cauble Creek Right Bank Repair (Project), adjacent to Cauble Creek and North of College Drive within the City of Blair. The intent of the project is to assess the above-mentioned site for FEMA repairs from flooding damage on August 9, 2025 and design a suitable repair for the damaged right bank and trail. The tasks are associated with the hours in the accompanying fee spreadsheet. It is understood that the efforts are based on an estimation of what is known today and may ultimately require more or less effort per task. If at any time during the execution of this contract, HEI believes that the total hours expended will exceed the contract amount; they will notify City of Blair immediately.

1 PROJECT MANAGEMENT

Task 1.1. Monthly Invoicing and Project Updates

Monthly invoicing and project status updates. Includes attendance of one City Council meeting for contract approval.

Task 1.2. Client and FEMA Coordination

Includes coordination with the City on FEMA processes and requirements. Assumes the City will handle meetings and deliverables to FEMA with Houston assistance. Assumes the City will handle landowner coordination and access easement as well as any interdepartmental coordination (parks, street, etc.).

2 ALTERNATIVES ANALYSIS

Task 2.1. Topographic Site Survey

Includes collection of topographic survey of site conditions for use in preliminary and final design. Assumes one visit for survey collection.

Task 2.2. Geotechnical Analysis and Technical Memorandum

Geotechnical analysis for slope stabilization for pre-storm (as-is) replacement of structure and sheetpile alternative. Assumes no new geophysical exploration, subsurface investigation, or field sampling. Geotechnical analyses will be performed using the best available existing subsurface information obtained through a desktop review and historic boring records, if available. Geotechnical parameters used in the analyses may be estimated based on published references, industry standards, and engineering judgement. Also includes a geotechnical TM that describes methods, results, and recommendations on project design.

Task 2.2. Slope Repair Preliminary Design

Drafting concept level design pre-storm and sheetpile alternative to guide discussion and selection of recommended alternative. Includes site plan views of both alternatives with typical design details.

3 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

Task 3.1. Final Design of Selected Alternative

Perform final design of the selected alternative. Includes developing layout, required dimensions and sizing, material selection, and project sequencings/construction logistics for establishing stable channel conditions and protection of adjacent landowner buildings.

Task 3.2. Construction Plans and Drafting

Develop and draft construction plan sheets for grading and site plans, alignments, profiles, and details required for construction with Final submittal after alternatives selection being sole milestone including final estimated construction quantities and costs.

Task 3.3. Construction Specifications and Front End Documents

Prepare technical project specifications using the City's most recent front-end specifications with all required technical information for the City's review. Specifications will be complete with the exception of the bid date/time information.

Task 3.4. Project Bidding

Includes coordination of bid announcement to distribute information to contractors about the advertised bid package. Assumes one bid package. Preparation for and attendance of one pre-bid meeting with interested contractors and other project stakeholders. Houston Engineering Inc. will:

- Prepare meeting minutes and responses to questions asked during the meeting to be distributed to all interested parties
- Answer questions and provide additional design information requested by contractors interested in bidding the project
- Issue addendums to the original bid package as required
- Attend the bid opening and collect bids. Perform verifications of bids and bonds, and develop summary of bids. Review bids and gather background/references on contractors to make engineer's recommendation of award.
- Provide formal written recommendation to the City of Blair.

Note: This scope does not currently include bidding or construction observation services. Based on our site inspection, the scope assumes all work will be above OHWM and not require 404 permitting. Scope assumes contractor selected for construction will obtain required NPDES permits and City of Blair or contractor will perform SWPPP inspections.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. Houston may also proceed with additional services specifically requested in writing by the Client, including electronic communications, without a written modification to the Agreement. Client shall compensate Houston for the additional services in an amount equal to the cumulative hours worked multiplied by the billing rates specified in the Agreement, or based on Houston's standard billing rates if billing rates are not specified in the Agreement; plus reimbursement of expenses incurred in connection with providing the additional services. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. BETTERMENT

If any item or component of the Services or an amended Task Order is required due to omission from the original documents or Task Order provided to Houston, Houston's liability shall be limited to the reasonable costs of correction of the omission, less the cost to Client if the omitted item or component had been initially included in the original documents or Services documents. All costs of errors, omissions or other changes that result in betterment shall be borne by Client and shall not be a basis of a claim against Houston. In no event will Houston be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Services.

7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 7 above.

9. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant, or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. If Hazardous Substances are identified or located at the Project site, Houston may suspend all Services without liability until remediation of the Hazardous Substances is complete. Houston reserves the right to adjust the attached Fee Schedule or any rate schedule of

Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as “not public” and “protected” from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys’ fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an “Event of Force Majeure”). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston’s performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston’s prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

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10 February 2026
Engineer's Fee Estimate
Cauble Creek Right Bank Repair
 City of Blair

Tasks	Sr Engineer	Sr Engineer	Prj Engineer	Prj Engineer	EI	Accounting	Expenses	Task Total
	Gregalunas	Varies	Miller	Garder	Huscroft	Varies		
	\$277	\$255	\$234	\$200	\$167	\$125		
1 Project Management								
1.1 Monthly Invoicing and Project Updates	6			4		3	\$60	
1.1 Client and FEMA Coordination	2	2		2				
Project Management Task Total	\$2,216	\$510	\$0	\$1,200	\$0	\$375	\$60	\$4,361
2 Alternatives Analysis								
2.1 Topographic Site Survey				6	6		\$120	
2.2 Geotechnical Analysis and Technical Memorandum	2		10					
2.3 Slope Repair Preliminary Design	2		4	4	16			
Alternatives Analysis Task Total	\$1,108	\$0	\$3,276	\$2,000	\$3,674	\$0	\$120	\$10,178
3 Final Design and Construction Documents								
3.1 Final Design of Selected Alternative	4		12	4	20			
3.2 Construction Plans and Drafting	2	6	8	8	60			
3.3 Construction Specifications and Front End Documents	2	6	2					
3.4 Project Bidding			12	4			\$120	
Final Design and Construction Documents Task Total	\$2,216	\$3,060	\$7,956	\$3,200	\$13,360	\$0	\$120	\$29,912
Subtotal Hours	20	14	48	32	102	3	300	
Subtotal Costs	\$5,540	\$3,570	\$11,232	\$6,400	\$17,034	\$375	\$480	\$44,631

- 1.1 Assumes project lasts 3 months
- 1.2 Assumes one in person city council meeting, assumes City of Blair will handle meetings and deliverables to FEMA. Assumes any coordination with landowners and other city departments (parks department, etc.) will be handled by City of Blair.
- 2.1 One site visit for: site survey and OneCall utility check
- 2.2 The use of existing data available from previous projects or other mean (if available) otherwise analysis will be based on published references, industry standards, and engineering judgement
- 2.3 ---
- 3.1 Task assumes the development of one selected alternative for final design, as selected by the City of Blair.
- 3.2 Plans will be developed in two stages: 60% and 100% plans. The City of Blair will be able to review plans at both stages.
- 3.3 ---
- 3.4 Assumes one bid package. Assumes attendance for a pre-bid meeting and bid opening with Houston Engineering Inc. preparing meeting minutes from pre-bid meeting to be sent out to interested contractors and project stakeholders.