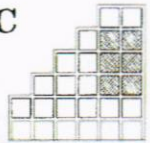


**French Engineering, LLC**

8900 Eastloch Drive, Suite 130  
Spring, Texas 77379  
(281) 440-8284 • FAX: (281) 440-8286



July 7, 2025

HOPKINS COUNTY  
c/o Mr. Tom Glosup  
118 Church Street  
Sulphur Springs, Texas 75482



Attention: Mr. Tom Glosup

Project: HOPKINS COUNTY COURTHOUSE BUILDING  
118 Church Street  
Sulphur Springs, Texas 75482

Regarding: *REVISED* PROPOSAL FOR ENGINEERING SERVICES  
Building Waterproofing Condition Survey

Dear Mr. Glosup:

Thank you for your interest in French Engineering, LLC (FE) in regard to your need for engineering services on the above referenced project. In response to our recent teleconference and your emails, and in accordance with our further understanding of what you want to accomplish, we have developed the following *revised* proposal for your consideration. The offer of professional services described in this Proposal shall remain in effect for sixty (60) calendar days from the date of this Proposal, after which time French Engineering reserves the right to withdraw this offer, or else revise any or all terms contained herein.

If you have any questions, or should you wish to discuss further any of the items in this proposal, please contact me in our Houston office 800-395-8285.

Respectfully,  
FRENCH ENGINEERING, LLC

Warren R. French, P.E., RBEC, CCS  
President

WRF/ks

File: 2025\Bldg. Cond.\Hopkins County Courthouse 2.psl

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## I. PURPOSE AND SCOPE

### 1.0. PURPOSE

#### 1.1. Building Waterproofing Condition Survey:

The purpose of this evaluation is to provide an investigation of the building conditions at this property as it pertains to the design, engineering, and construction of the below-grade waterproofing system, including its interface with the existing exterior walls and their combined affect on the building water intrusion being experienced.

### 2.0. SCOPE OF INVESTIGATION

2.1. Based upon our understanding of what you want to accomplish, FE has developed the following Proposal for your consideration. This Proposal consists of engineering services for site investigation work, interviewing the property representative regarding reported building enclosure problems, surveying the perimeter wall substrates that are accessible from the interior or exterior, as well as engineering evaluation and analysis as may be required.

2.2. The investigation described herein should be considered as the initial *Condition Survey* for this project. Please be advised that this initial condition survey may identify other aspects of the construction that may have to become the subject of additional field investigative work or engineering study, and which are outside the scope of the currently proposed "building waterproofing" investigation. Should such additional investigative work become necessary, FE will identify each anomaly and the anticipated costs associated with those studies in order to obtain approval prior to preceding.

### 3.0. LIMITATIONS OF STUDY

3.1. The investigation described herein relates to specific water intrusion areas of the exterior waterproofing systems of the subject building and does not specifically address the general condition of any other building enclosure systems (roofing, terraces, windows, and doors, etc.), except in relation to their potential effect on the exterior waterproofing systems exhibiting water intrusion issues.

3.2. For best results, FE recommends that one or more excavation test pits be accomplished (by others) prior to FE making our site visit. FE will coordinate the location and depth of these excavation pits, but this work must be contracted separately (not by FE).

3.3. The investigation described herein will utilize a combination of evaluation methods but, due to practical limitations in resources, time, and access, will emphasize qualitative evaluation techniques. Physical sampling at this project is *not* intended to represent a statistical sampling (quantitative evaluation) of the conditions analyzed, but rather will utilize purposeful sampling techniques designed to select information-rich examples for each construction assembly explored.

4.0. Anticipated Schedule:

4.1. Building Waterproofing Condition Survey:

Based upon current our workload and manpower availability, French Engineering is prepared to begin this work within four (4) to five (5) weeks of authorization to proceed and would anticipate one (1) to two (2) days on site to complete the investigation. The outline Scope of Work can be completed and submitted within three (3) to four (4) weeks of completing the field work.



## II. PROFESSIONAL SERVICES

### 1.0. BUILDING WATERPROOFING CONDITION SURVEY

- 1.1. FE will conduct an on-site initial condition survey of the existing waterproofing of the below-grade building areas at this courthouse building and ascertain the effects of the current water intrusion on the building structure. Particular subjects of concern will be the existing waterproofing systems, as well as their integration with the adjoining wall systems.
- 1.2. During the on-site investigation, FE will conduct a visual survey of the existing waterproofing systems of this building in order to determine their current condition and level of performance to resist water intrusion. In addition, FE will also interview the property representative to obtain information regarding reported building enclosure problems. This building enclosure assessment will be based upon a visual survey and limited field investigation of existing conditions. Visual inspections will be facilitated by excavation pits at the exterior elevations of the building (by others). See Section II-2.0., below.
- 1.3. Based upon the results of our investigation, we will evaluate the general condition of the below-grade waterproofing systems, as well as the extent and severity of current moisture migration problems at this property, and develop general recommendations for remedial work required to correct the existing problems. Where appropriate, alternative recommendations will be provided regarding the various conditions encountered so that an informed decision may be made by the Hopkins County and its consultant regarding a future course of action at this property.
- 1.4. Pursuant to the request of Mr. Tom Gloup, there will be no formal report of our findings. Accordingly, there will be no description of our observations, no description for the basis of our analysis and conclusions, no relevant technical data provided, and no photographs of the conditions encountered. Instead, from our analysis and internal recommendations, we will develop an outline **Scope of Work** that may be utilized as a guide for competent and qualified contractors to price out the various scopes of work. Please be advised there will be no drawings or specifications produced with that Scope of Work.
- 1.5. In the event additional investigations, field testing, and/or materials testing are required, a follow-up site visit may be conducted, based upon discussions with, and authorization by the Hopkins County in conjunction with its consultant.

### 2.0. ADDITIONAL SCOPE OF WORK NO. 1 – LIMITED SELECTIVE DEMOLITION

- 2.1. In order to fully evaluate the performance of the exterior waterproofing installations at this project, FE will direct selective demolition (excavation pits) and examine waterproofing materials (if present) from the original waterproofing assemblies in

order to assist with our evaluation. The number of samples and their locations will be based on qualitative evaluation techniques related to these building enclosures. Repairs and/or backfilling will have to be made By Others should this recommended investigative work be approved.

- 2.2. Since some critical components are concealed within the existing below-grade construction assemblies and are not readily accessible, it will be necessary to perform a certain amount of soil excavation at several representative locations in order to inspect the concealed structural and waterproofing assemblies and associated flashings and determine their actual construction and current condition.
- 2.3. As required to facilitate our investigation and as appropriate for this project, FE (or the county consultant) will direct a separate contractor to excavate at the building perimeter to expose waterproofing assemblies at a minimum of one (1) to two (2) areas at selected locations. Please be advised that in some areas it will be necessary to temporarily remove portions of the existing landscaping in order to allow further evaluation, if required.
- 2.4. Upon completion of all inspection and analysis work, the excavation test pit areas will have to be temporarily repaired and backfilled. NOTE: This proposal does not include costs associated with permanent waterproofing repairs. This work should be coordinated with others and FE can assist in this process as an Extra Service. Also, please be advised that no attempt will be made to correct or repair anomalous conditions that may be found at the inspection sites, since development and implementation of the comprehensive remedial work will take a certain amount of evaluation and some time to complete.
- 2.5. If approved, this work must be performed simultaneously with the work of Item II-1.0. above, the results of selective demolition, additional inspections and analysis will be presented in a combined written report, which will include observations, recommendations and photographic documentation of typical conditions observed.



### III. COMPENSATION

#### 1.0. PROFESSIONAL SERVICES

The scope of services outlined above shall be provided for the following compensation, subject to the qualifications and terms of this proposal.

- 1.1. Building Waterproofing Condition Survey: .....\$8,750.00  
(Not including reimbursable travel expenses)
  - 1.1.1. Estimated Travel Expenses: ..... EST. \$700 to \$950
- 1.2. Scope of Work # 1 – Limited Selective Demolition (required): ..... ADD \$2,950.00  
(Will require services of Specialty Contractor for repair)
  - 1.2.1. Estimated Contractor Services (By Others): ..... TBD
- 1.3. Written Scope of Work: ..... ADD \$5,700.00  
(Does Not Include Drawings or Specifications)
- 1.4. Cumulative Total Engineering Fees: .....\$17,400.00  
(Not Including Travel Expenses or Contractor Services)
- 1.5. Follow-Up Building Waterproofing Condition Survey (If Required): .....\$ TBD

#### 2.0. EXTRA SERVICES

For extra engineering services requested but not outlined above, a flat hourly fee will be charged in accordance with the following rates:

- 2.1. Principal: .....\$ 325.00/Hour
- 2.2. Senior Project Engineer: .....\$ 225.00/Hour
- 2.3. Project Engineer: .....\$ 195.00/Hour
- 2.4. Project Specialist: .....\$ 180.00/Hour
- 2.5. Drafting Services: .....\$ 145.00/Hour
- 2.6. Executive Assistant: .....\$ 90.00/Hour
- 2.7. Thermographic Imaging (Plus Operator): .....\$ 100.00/Hour
- 2.8. Drone Imaging (Plus Operator): .....\$ 100.00/Hour

#### IV. QUALIFICATIONS AND TERMS

##### 1.0. QUALIFICATIONS

- 1.1. All engineering and design work not specifically described above is hereby not included within the scope of services unless otherwise agreed to in writing by both parties. The provisions of this proposal and agreement constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Agreement provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Agreement provisions shall govern.
- 1.2. This proposal does not include costs for travel and travel expenses related to engineering services, which shall be fully reimbursable, based upon proper documentation.
- 1.3. Miscellaneous costs, such as mileage, tolls, additional printing, overnight delivery, equipment rental etc., shall be subject to full reimbursement, based upon proper documentation.
- 1.4. This proposal does not include any costs related to laboratory testing which may become necessary during the analysis of problems at this project. In the event that laboratory testing is recommended, anticipated costs for these items will be identified for you in advance in order to obtain approval and authorization for commencement. Once approved, these costs shall be fully reimbursable, based upon proper documentation. Reimbursable laboratory fees which remain unpaid by the client after 30 days are subject to a ten percent (10%) overhead charge.
- 1.5. When entry to property is required for the Consultant to perform its services, the Client agrees to obtain legal right-of-entry on the property.
- 1.6. The scope of Consultant's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
- 1.7. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
- 1.8. Upon completion of construction testing, some areas may have to be properly repaired. Costs for repairs are not included within this proposal. All costs for these items will be contracted and paid for by Owner separately from the contract with French Engineering.
- 1.9. French Engineering, LLC is providing a service, not a product. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant, are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by Consultant, or for future modifications to this project, without Consultant's express written permission.



- 1.9.1. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages, whatsoever arising out of or resulting from such unauthorized reuse or distribution.
- 1.10. Consultant's services will be performed, its findings obtained, and its reports and drawings prepared in accordance with generally accepted principles and practices. In performing its professional services, Consultant warrants that he will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, whether expressed or implied. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, employees, agents and subconsultants, to the Client, all persons or entities claiming through Client, and all persons or entities claiming to have in any way relied upon or been damaged by Consultant's services or work, for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of any expressed or implied warranty shall be limited to the total unencumbered amount of the Professional Liability coverage currently carried by the Consultant (maximum \$1,000,000). The Contract price is predicated on this limitation of liability. Should Client object to this provision, then said Contract price may be renegotiated by Consultant and Client to account for the increase in Consultant's potential liability. Any objection by Client to this limitation on liability must be conveyed to Consultant before Client's acceptance of this contract.
- 1.11. The laws of the State of Texas shall govern the validity and interpretation of this Agreement.
- 1.12. The Client and Consultant agree to submit all claims and disputes arising out of the Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
- 1.13. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.
- 1.14. Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action, including negligence, strict liability, breach of contract and breach of warranty.

- 1.15. French Engineering, LLC has been retained to perform defined investigation, consulting, and/or testing work on the building or at the job-site and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. French Engineering, LLC shall be held harmless from and against any and all claims, litigation, or damages resulting in any way whatsoever from mold/fungi/organic pathogens or other airborne contaminants that may be present at the jobsite before, during, and after French Engineering, LLC has completed its work pursuant to this contract.

## 2.0. TERMS

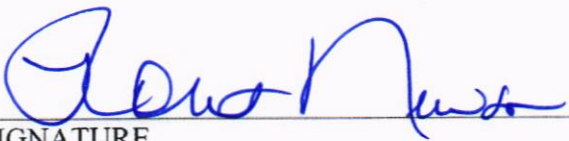
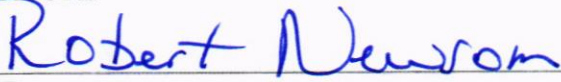


- 2.1. A fully executed copy of this Proposal or a purchase order incorporating the terms of this Proposal, plus a cash retainer in the amount of \$3,000.00, will be sufficient for initiating the work. A signature block has been provided for the purpose of indicating acceptance of this Proposal and the terms to be incorporated into the agreement between our firms.
- 2.2. Invoicing shall be submitted on a periodic basis corresponding to the actual hours worked, and reimbursable expenses incurred. Hours and expenses will be charged as the project progresses. The retainer will be applied to the "last" invoice, so progress invoices are due and payable when received. All outstanding invoices shall be due upon receipt. Invoices which are unpaid after 30 days from the invoice date are subject to an interest charge on professional services at the rate of 1½% per month (or lower maximum legal rate) plus related attorney's fees and collection expenses.
- 2.3. This Agreement may be terminated by either party upon receipt of seven days' written notice. In the event of termination, French Engineering, LLC shall be paid compensation for services performed to termination date, including reimbursable expenses. In the event that compensation due French Engineering, LLC is at any time more than 45 days overdue, French Engineering has the right to suspend or terminate services without prior written notice.



## V. ACCEPTANCE

This Proposal is accepted and agreed to by HOPKINS COUNTY, subject to the qualifications and terms contained herein. The party executing this Proposal affirms authority to execute this Proposal on behalf of the contracting entity and shall direct payment of all invoices in accordance with the terms incorporated within this Proposal. Please indicate which portions of this Proposal you approve to be accepted and incorporated into the agreement between our two firms.

HOPKINS COUNTY

  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
NAME  
  
\_\_\_\_\_  
TITLE  
  
\_\_\_\_\_  
DATE

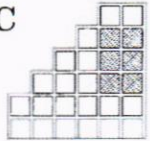
Please indicate below,  
all services approved:

- ☐ Building Waterproofing  
Condition Survey
- ☐ Alternate Scope of  
Work No. 1 - Limited  
Selective Demolition



**French Engineering, LLC**

8900 Eastloch Drive, Suite 130  
Spring, Texas 77379  
(281) 440-8284 • FAX: (281) 440-8286



INVOICE

DATE: July 7, 2024

CLIENT: HOPKINS COUNTY  
118 Church Street  
Sulphur Springs, Texas 75482

ATTENTION: Mr. Tom Glosup

INVOICE NO: Hopkins County Courthouse - 1

PROJECT: HOPKINS COUNTY COURTHOUSE  
118 Church Street  
Sulphur Springs, Texas 75482

TERMS: Please return with signed proposal

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1) Retainer in accordance with Proposal, Section IV-2.1, dated July 7, 2024:

Retainer Fee: .....\$ 3,000.00

TOTAL \$ 3,000.00