

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend Grand Parkway Toll Road Authority, a transportation corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBGPTRA" and QC Laboratories, Inc., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBGPTRA desires to enter into an agreement for the performance by Engineer of services during the Project, and which are within the "Scope of Services" as defined in paragraph 2 below;

WHEREAS, the FBGPTRA proposes to construct Toll Road grade separation structures from US 59 to north of the Fort Bend Westpark Tollway (FM 1093) in Fort Bend County, Texas, called the Fort Bend Grand Parkway Toll Road, Segment D (the "Project");

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. General

The Engineer shall render professional services to FBGPTRA related to the Project as defined in the Scope of Services in Attachment A and Attachment A-1.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

2. Compensation and Payment

- a. The Maximum Compensation under this contract is \$200,000.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved change order.

Compensation for the performance of services within the Scope of Services described in Attachment A shall be in accordance with the billing rates shown in Attachment B, with total compensation not to exceed \$200,000.00. Progress payments for work detailed in Attachment A will be made when the Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion in the reasonable opinion of FBGPTRA.

Compensation for services described in Attachment A-1 will be paid per the rates described in Attachment B-1 only for work authorized in writing prior to being performed and only for such work as was actually performed. The Engineer shall

furnish satisfactory documentation of such work (e.g. timesheets, billing rates, classifications, invoices, etc.) as may be required by FBGPTRA.

- b. All performance of the Scope of Services and any Additional Services including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the FBGPTRA, and Additional Services will be reimbursed based on the billing rates in effect at that time, to the extent that such labor costs, and subcontracts are reasonable and necessary for the performance of such services. Out-of-pocket expense costs may be reimbursed only when approved in advance and authorized by the FBGPTRA. Payment will be made on the basis of project completion certificate and, for Additional Services, time and expense records and in accordance with those payment procedures set forth in subparagraph d. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.
- c. Where subcontractors are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for subcontractors' actual salaries and hourly rates, including overtime rates. Reimbursement to the Subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Engineer. For subcontractors employed for the convenience of the FBGPTRA, the Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to the Engineer by the FBGPTRA based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the FBGPTRA two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBGPTRA.) It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County employees established by the Fort Bend County Auditor. The FBGPTRA shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor. The County shall pay each such invoice as approved by the FBGPTRA within thirty (30) calendar days after the FBGPTRA's approval of same.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end on February 1, 2014.

4. The FBGPTRA's Option to Terminate

- a. The FBGPTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the FBGPTRA shall compensate the Engineer in accordance with paragraph 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBGPTRA. The Engineer's final invoice for said services will be presented to and paid by the FBGPTRA in the same manner set forth in paragraph 3(b), above.
- b. Termination of this Agreement and payment as described in subparagraph (a) of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the FBGPTRA and the Engineer under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Paragraph 6 shall survive the termination of this Agreement.
- c. If the FBGPTRA terminates this Agreement as provided in this paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The FBGPTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the FBGPTRA by virtue of this Agreement or otherwise. Failure of the FBGPTRA to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the FBGPTRA within 30 days or upon Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the FBGPTRA, or any duly authorized agent of the FBGPTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. FBGPTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the FBGPTRA subject to all of the following terms and conditions; provided, however, FBGPTRA shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until termination of this Agreement. Engineer will deliver the Documents to FBGPTRA within 30 days of the termination of this agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that FBGPTRA will use the Documents solely in connection with the Project 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 will be at District's sole risk and without liability or legal exposure to Engineer.

FBGPTRA shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Engineer and FBGPTRA that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to FBGPTRA all of Engineer worldwide right, title and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBGPTRA that Engineer is permitted to use in connection with the services will not be used without FBGPTRA's consent and shall remain in the sole and exclusive properties of FBGPTRA and this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBGPTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBGPTRA will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the FBGPTRA's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the FBGPTRA, is incompetent or by his conduct

becomes detrimental to the Project shall, upon request of the FBGPTRA, immediately be removed from association with the Project.

- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the FBGPTRA

The following items will be supplied to the Engineer:

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the FBGPTRA. Responsibility to the FBGPTRA for sublet work shall remain with the Engineer.

10. Conference

At the request of the FBGPTRA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the FBGPTRA, or at the site of the Project, and shall permit inspections of its offices by the FBGPTRA, or others when requested by the FBGPTRA.

11. Appearance as Witness

If requested by the FBGPTRA, or on its behalf, the Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the FBGPTRA's Executive Director and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services and compensation will be made in accordance with the schedule contained in Exhibit B-1.

12. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage

statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the FBGPTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth in Attachment C.

14. Indemnification

With respect to claims brought by third parties against either Engineer of the FBGPTRA relating to the property or facilities with respect to which this Agreement pertains, Engineer and the FBGPTRA agree as follows:

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBGPTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE FBGPTRA OR STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the FBGPTRA and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand or cause of action within 30 days after such third party claim, demand or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Termination, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBGPTRA and the Engineer agree to submit the dispute to mediation. In the event the FBGPTRA or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the FBGPTRA and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the FBGPTRA under this Agreement shall be delivered to the Fort Bend Grand Parkway Toll Road Authority, P.O. Box 2789, Sugar Land, Texas 77487-9740, Attention: Bill Jameson, or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to QC Laboratories, Inc., 10810 Northwest Freeway, Houston, Texas 77092, Attention: Cindy Arevalo, or such other place or places as the Engineer may designate by written notice delivered to the FBGPTRA.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the FBGPTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBGPTRA a copy of any summons, subpoena, notice, other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The FBGPTRA's Acts

Anything to be done under this Agreement by the FBGPTRA may be done by such persons, corporations, or firms as the FBGPTRA may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBGPTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBGPTRA and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the FBGPTRA shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The FBGPTRA and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

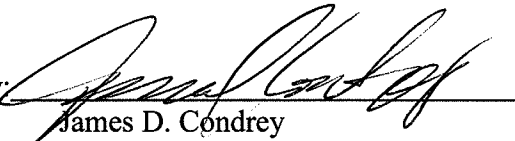
23. Appendices

The Appendices attached to this Agreement, which consists of:

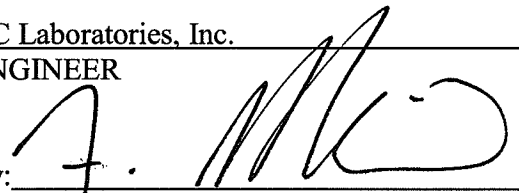
Attachment A	Scope of Services
Attachment A-1	Additional Services
Attachment B	Compensation for Scope of Services
Attachment B-1	Compensation for Additional Services
Attachment C	Insurance Requirements

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 15th day of August, 2012.

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a local government Texas
corporation

By: 
James D. Condrey
Chairman, Board of Directors

ATTEST: 
By: _____
Secretary, Board of Directors

QC Laboratories, Inc.
ENGINEER
By: 
Name: Fred Maadani
Title: Principal

**ATTACHMENT A
SCOPE OF SERVICES**

**FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) – SEGMENT D
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

GENERAL DESCRIPTION

The proposed project consists of the construction of overpass bridge structures and approaches on the Fort Bend Grand Parkway Toll Road (SH 99) from West Riverpark Boulevard to FM 1093 / Fort Bend Westpark Tollway. The construction work includes embankment, stabilized subgrade, base, asphalt, concrete pavement, concrete structures, foundations, etc. All work is to Texas Department of Transportation (TxDOT) specifications.

SCOPE OF SERVICES

Scope of services covered in this proposal will consist of all required materials testing and inspection to ensure the work meets TxDOT specifications. The following services will be provided:

- Moisture/density relationship of soils / stabilized soils
- Compaction testing of subgrade soils, compaction testing of fill / backfill
- Compressive strength testing of concrete test cylinders
- Compressive strength of cement stabilized sand

Working hours for testing and inspection staff will not be limited to 7 a.m. to 5 p.m. on weekdays, and may include night and weekend work.

Additional or unforeseen testing services may be required, and will be paid for as shown in Attachment B-1.

**ATTACHMENT A-1
ADDITIONAL SERVICES**

Fort Bend Grand Parkway Toll Road – Segment D

There are no additional services included in the initial scope of work, and no additional services are to be performed without approval of FBGPTRA. Additional services, if and when required, will be at additional expense, authorized in writing, and performed at the rates described in Attachment B-1 Compensation for Additional Services.

**ATTACHMENT B
 COMPENSATION FOR SCOPE OF SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Labor Rates

Code	Description	Unit	Fee
10100	Principal, P.E.	Hr.	\$ 167.00
10200	Senior Engineer, P.E. (10 years experience)	Hr.	\$ 123.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	\$ 96.00
10400	Graduate Engineer and Graduate Geologist	Hr.	\$ 76.00
10500	Technician, NICET IV	Hr.	\$ 62.00
10600	Technician, NICET III, HMA-II	Hr.	\$ 56.00
10700	Technician, NICET II, ACI CI, HMA-1A, NDT II, Logger	Hr.	\$ 50.00
10800	Technician, ACI Field Grade I	Hr.	\$ 44.00
10900	Technician (Non-certified)	Hr.	\$ 37.00
11000	Senior Welding Inspector, SCWI	Hr.	\$ 100.00
11100	Welding Inspector, CWI, ACCP II	Hr.	\$ 78.00
11200	Associate Welding Inspector (ACWI)	Hr.	\$ 56.00
11300	Inspector, ASNT III	Hr.	\$ 96.00
11400	NDT Inspector NDT II w/ Asst (2 man crew)	Hr.	\$ 101.00
11500	Support Personnel (Word Processing)	Hr.	\$ 36.00
15000	Vehicle Charge	Hr.	\$ 7.50
15100	REIMBURSABLE EXPENSES		Cost + 10%
15200	Services provided by quotation		

Aggregates

Code	Description	Standard	Unit	Fee
20100	Sieve Analysis - Coarse Aggregates	C 136-C	Ea	\$ 46.00
20200	Sieve Analysis - fine Aggregates	C 136-F	Ea	\$ 46.00
20300	Re. Density & Abs. - Coarse Aggregates	C 127	Ea	\$ 70.00
20400	Rel. Density & Abs. - Fine Aggregates	C 128	Ea	\$ 85.00
20500	Bulk Density & Volds in Aggregate	C 29	Ea	\$ 33.00
20600	Absorption - Coarse Aggregates	C 127	Ea	\$ 39.00
20700	Absorption - Fine Aggregates	C 128	Ea	\$ 39.00
20800	Finer than 75-um No. 200 Sieve	C 117	Ea	\$ 42.00
20900	Organic Impurities in Fine Aggregate	C 40	Ea	\$ 41.00
21000	L.A. Abrasion	C 131 OR C 535	Ea	\$ 179.00
21100	Clay lumps and Friable Particles	C 142	Ea	\$ 47.00
21200	Lightweight Particles	C 123	Ea	\$ 55.00
21300	Sand Equivalent	D 2419	Ea	\$ 56.00
21400	Na/Mg Sulfate Soundness (5 cycles)	C 88	Ea	\$ 304.00
21500	Na/Mg Sulfate Soundness (Add'l cycles)	C 88	Ea	\$ 175.00

**ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Portland Cement Concrete

Code	Description	Standard	Unit	Fee
30100	Compressive Str. (Cylinder)	C 39	Ea	\$ 15.00
30200	Flexural Str. (Beam)	C 78	Ea	\$ 23.00
30300	Split Tensile Str. (Incl prep)	C 496	Ea	\$ 94.00
30400	Time of Set by Penetration	C 403	Ea	\$ 275.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C 531	Set 3	\$ 282.00
30600	Length Change of Hydraulic- Cement Mortar and Concrete	C 490 & C 157	Set 3	\$ 100.00
30700	Density of Structural Lfw. Concrete	C 567	Ea	\$ 70.00
30800	Concrete Coring, Minimum Charge	C 42	Min.	\$ 290.00
30900	Concrete Coring, (4" diameter to 6" thickness)	C 42	Ea	\$ 90.00
31000	Concrete Coring, additional thickness (6" to 12")	C 42	In.	\$ 8.00
31100	Concrete Coring, additional thickness (Over 12")	C 42	In.	\$ 10.00
31200	Preparation of Core, Cap & Test	C 42	Ea	\$ 67.00
31300	Measuring Length of Core	C 174	Ea	\$ 11.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	\$ 78.00
31500	Probe Penetration Test Equipment (plus probes)	C 803	Day	\$ 79.00

HMAC

Code	Description	Standard	Unit	Fee
40100	Mix Design Review		Ea	\$ 187.00
40200	HMAC Design (In-Place)		Ea	\$ 1,870.00
40300	Trail Batch (up to 5 points)		Ea	\$ 1,403.00
40400	Additional Points		Ea	\$ 202.00
40500	Extraction/ Gradation	Tex-210F	Ea	\$ 174.00
40600	Specific Gravity	D 2041 & 201F	Ea	\$ 62.00
40700	HVEEM Stability	Tex-208F	Set	\$ 82.00
40800	Bulk Density - Lab Molded or Core	Tex-207F	Set	\$ 46.00
40900	Bulk Density Core	Tex-207F	Ea	\$ 41.00
41000	Molding Specimens	Tex-206F	Ea	\$ 54.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea	\$ 78.00
41200	Apparent Specific Gravity	Tex-202F	Ea	\$ 58.00
41300	Abson Recovery	Tex-211F	Ea	\$ 281.00
41400	Moisture Susceptibility	Tex-531C	Ea	\$ 409.00
41500	Penetration	D 5	Ea	\$ 74.00
41600	Ductility	D 113	Ea	\$ 99.00
41700	Viscosity	D 2170	Ea	\$ 82.00
41800	Asphalt Coring, Minimum Charge		Min.	\$ 290.00
41900	Asphalt Coring (4" Dia. To 6" Thickness)		Ea	\$ 80.00
42000	Asphalt Coring (4" Dia. Over 6" Thickness)		In.	\$ 7.00
42100	Asphalt Core Measurement		Ea	\$ 8.00
42200	Measuring Thickness of Asphalt		Ea	\$ 8.00
42300	PMA Extraction/ Gradation	D 2172	Ea	\$ 234.00
42400	PMA Extraction/ Gradation	D 6307	Ea	\$ 145.00
42500	Asphalt Content	D 4125	Ea	\$ 70.00

**ATTACHMENT B
 COMPENSATION FOR SCOPE OF SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Structural Steel

Code	Description	Standard	Unit	Fee
50100	Radiographic Source, Iridium		Day	\$ 106.00
50200	Radiographic Source, Cobalt 60		Day	\$ 122.00
50300	Ultrasonic Equipment	E 114, E 273, E 587, & E 797	Day	\$ 78.00
50400	Magnetic Particle Inspection Equipment	E 709	Day	\$ 29.00
50500	Skidmore-Wilhelm Tension Indicator		Day	\$ 117.00
50600	Torque Wrench		Day	\$ 35.00
50700	Discontinuity (Holiday) Equipment		Day	\$ 82.00
50800	Dry Film Thickness Equipment (Tooke Gauge)	D 4138	Day	\$ 29.00
50900	Dry Film Thickness Equipment (Magnetic)	D 7091	Day	\$ 29.00

Masonry Testing

Code	Description	Standard	Unit	Fee
60100	Compressive Strength, Mortar Cubes	C 109	Set 6	\$ 120.00
60200	Compressive Strength, Mortar Cubes	C 109	Ea	\$ 20.00
60300	Compressive Strength, Mortar or Grout Cyl.	C 780/ C 39	Ea	\$ 20.00
60400	Compressive Strength, Grout Prisms	C 1019	Set 3	\$ 120.00
60500	Measurement, Brick	C 67	Ea	\$ 47.00
60600	Compressive Strength Test, Brick	C 67	Ea	\$ 28.00
60700	Flexural Strength Test, Brick	C 67	Ea	\$ 37.00
60800	Absorption of Brick, 24 hr	C 67	Ea	\$ 62.00
60900	Absorption of Brick, 5 hr	C 67	Ea	\$ 61.00
61000	Measurement, CMU	C 140	Ea	\$ 25.00
61100	Weight, CMU	C 140	Ea	\$ 70.00
61200	Moisture Content, CMU	C 140	Ea	\$ 70.00
61300	Compressive Strength, CMU	C 140	Ea	\$ 75.00
61400	Compressive Strength, CMU Hollow Prism	C 1314	Ea	\$ 117.00

Fireproofing

Code	Description	Standard	Unit	Fee
70100	Density of SFRM	E 605	Ea	\$ 33.00
70200	Cohesion/ Adhesion of SFRM	E 736	Ea	\$ 25.00

Roofing

Code	Description	Standard	Unit	Fee
80100	Cut Out Roofing Sample Evaluation	D 2928	Ea	\$ 303.00
80200	Moisture in Mineral Aggregate for BUR	D 1864	Ea	\$ 51.00
80300	Analysis of New Built-Up Roof Membranes	D 3617	Ea	\$ 279.00
80400	Compressive Str. Of Lwt. Insul. Concrete	C 495	Set of 4	\$ 98.00
80500	Compressive Str. Of Lwt. Insul. Concrete	C 495	Ea	\$ 26.00
80600	Unit Weight of Lwt. Insul. Concrete	C 495	Set of 2	\$ 44.00

**ATTACHMENT B
 COMPENSATION FOR SCOPE OF SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Soils

Code	Description	Standard	Unit	Fee
90100	Liquid and Plastic Limits	D 4318	Ea	\$ 53.00
90200	Moisture Content of Soil by Mass	D 2216	Ea	\$ 8.00
90300	Moisture Content by Microwave	D 4643	Ea	\$ 26.00
90400	Sieve Analysis	D 422	Ea	\$ 49.00
90500	Sieve Analysis w/ Hydrometer	D 422	Ea	\$ 110.00
90600	Percent Passing #200 Sieve	D 1140	Ea	\$ 41.00
90700	Specific Gravity	D 854	Ea	\$ 51.00
90800	pH of Soils	D 4972	Ea	\$ 15.00
90900	Unconfined Compressive Strength	D 2166	Ea	\$ 39.00
91000	Unconsolidated-undrained Triaxial Compression	D 2850	Ea	\$ 54.00
91100	Permeability - Constant Head	D 2434	Ea	\$ 199.00
91200	One-Dimensional Consolidation	D 2435	Ea	\$ 310.00
91300	Consolidation, Additional Increment	D 2435	Ea	\$ 44.00
91400	Dispersive Characteristics by Pinhole Test	D 4647	Ea	\$ 246.00
91500	Dispersive Characteristics by Crumb Test	D 6572	Ea	\$ 33.00
91600	Double Hydrometer	D 4221	Ea	\$ 152.00
91700	Soil Suction - Filter Paper		Ea	\$ 49.00
91800	Additional Increment		Ea	\$ 45.00
91900	California Bearing Ratio	D 1883	Ea	\$ 185.00
92000	Soil Shrinkage Factors by Mercury Method	D 427	Ea	\$ 54.00
92100	Soil Shrinkage Factors by Wax Method	D 4943	Ea	\$ 65.00
92200	One-Dimensional Swell, Cohesive Soil	D 4546	Ea	\$ 251.00
92300	OMD Standard Compaction	D 698	Ea	\$ 175.00
92400	OMD Modified Compaction	D 1557	Ea	\$ 187.00
92500	Max. & Min. Density-Sand	D 4253/D 4254	Ea	\$ 182.00
92600	Percent Solids in Lime Slurry		Ea	\$ 37.00
92700	Optimum Lime Content - pH Method	D 6276	Ea	\$ 202.00
92800	Optimum Lime Content - PI Method		Ea	\$ 208.00
<i>Treated Soils</i>				
94100	Cement Sand Compressive Str.	D 1633	Ea	\$ 61.00
94200	Cement Content of Soil-Cement	D 806	Ea	\$ 269.00
94300	Sieve Analysis - Base Material	C 136	Ea	\$ 82.00
94100	Cement Sand Compressive Str.	D 1633	Ea	\$ 61.00
94200	Cement Content of Soil-Cement	D 806	Ea	\$ 269.00
94300	Sieve Analysis - Base Material	C 136	Ea	\$ 82.00
94400	Compressive Str., Treated Base	Tex-120E	Ea	\$ 222.00
94500	OMD Standard Compaction, Treated	D 698	Ea	\$ 193.00
94600	OMD Standard Compaction, Treated	D 1557	Ea	\$ 205.00
95100	Nuclear Density Gauge	D 6938	Hr.	\$ 9.00

**ATTACHMENT B
 COMPENSATION FOR SCOPE OF SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Slip-Lining and Manhole Repair

Code	Description	Standard	Unit	Fee
100100	Coring/ Drilling of Manhole Grout		Hole	\$ 52.00
100200	Coring and Strength of Gunite Panel		Core	\$ 105.00
100300	Flexural Str./ Modulus of Elasticity of Liner	D 790	Coupon	\$ 295.00

Geotechnical

Code	Description	Unit	Fee
11010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	Ft	\$ 16.00
11020	Soil Borings, Intermittent 3-in. dia. (51' to 100')	Ft	\$ 18.00
11030	Soil Boring, Continuous 3-in. (0 to 20')	Ft	\$ 18.00
11040	Soil Boring over 100' (Surcharge)	Ft	\$ 6.00
11050	Wash Boring	Ft	\$ 8.00
11060	AugerBoring	Ft	\$ 9.00
11070	Undisturbed/Split-Spoon in Wash/Auger Borings	Ea	\$ 34.00
11080	Grouting of Completed Boring	Ft	\$ 5.00
11090	A.T.V. Surcharge	Ft	\$ 6.00
11100	Minimum Charge (to be used if charges are less than \$718)	LS	\$ 672.00
11110	Mobilization/Demobilization	LS	\$ 300.00
11120	TDH Cone Penetration Test	Ea	\$ 23.00
11130	ATV mobilization Surcharge	LS	\$ 117.00
11140	Portable Rig Drilling (Crew of two)	Hr	\$ 152.00
11150	Standby (Crew of two)	Hr	\$ 146.00

**ATTACHMENT B-1
COMPENSATION FOR ADDITIONAL SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Labor Rates

Code	Description	Unit	Fee
10100	Principal, P.E.	Hr.	\$ 167.00
10200	Senior Engineer, P.E. (10 years experience)	Hr.	\$ 123.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	\$ 96.00
10400	Graduate Engineer and Graduate Geologist	Hr.	\$ 76.00
10500	Technician, NICET IV	Hr.	\$ 62.00
10600	Technician, NICET III, HMA-II	Hr.	\$ 56.00
10700	Technician, NICET II, ACI CI, HMA-1A, NDT II, Logger	Hr.	\$ 50.00
10800	Technician, ACI Field Grade I	Hr.	\$ 44.00
10900	Technician (Non-certified)	Hr.	\$ 37.00
11000	Senior Welding Inspector, SCWI	Hr.	\$ 100.00
11100	Welding Inspector, CWI, ACCP II	Hr.	\$ 78.00
11200	Associate Welding Inspector (ACWI)	Hr.	\$ 56.00
11300	Inspector, ASNT III	Hr.	\$ 96.00
11400	NDT Inspector NDT II w/ Asst (2 man crew)	Hr.	\$ 101.00
11500	Support Personnel (Word Processing)	Hr.	\$ 36.00
15000	Vehicle Charge	Hr.	\$ 7.50
15100	REIMBURSABLE EXPENSES		Cost + 10%
15200	Services provided by quotation		

Aggregates

Code	Description	Standard	Unit	Fee
20100	Sieve Analysis - Coarse Aggregates	C 136-C	Ea	\$ 46.00
20200	Sieve Analysis - fine Aggregates	C 136-F	Ea	\$ 46.00
20300	Re. Density & Abs. - Coarse Aggregates	C 127	Ea	\$ 70.00
20400	Rel. Density & Abs. - Fine Aggregates	C 128	Ea	\$ 85.00
20500	Bulk Density & Volds in Aggregate	C 29	Ea	\$ 33.00
20600	Absorption - Coarse Aggregates	C 127	Ea	\$ 39.00
20700	Absorption - Fine Aggregates	C 128	Ea	\$ 39.00
20800	Finer than 75-um No. 200 Sieve	C 117	Ea	\$ 42.00
20900	Organic Impurities in Fine Aggregate	C 40	Ea	\$ 41.00
21000	L.A. Abrasion	C 131 OR C 535	Ea	\$ 179.00
21100	Clay lumps and Friable Particles	C 142	Ea	\$ 47.00
21200	Lightweight Particles	C 123	Ea	\$ 55.00
21300	Sand Equivalent	D 2419	Ea	\$ 56.00
21400	Na/Mg Sulfate Soundness (5 cycles)	C 88	Ea	\$ 304.00
21500	Na/Mg Sulfate Soundness (Add'l cycles)	C 88	Ea	\$ 175.00

**ATTACHMENT B-1
COMPENSATION FOR ADDITIONAL SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Portland Cement Concrete

Code	Description	Standard	Unit	Fee
30100	Compressive Str. (Cylinder)	C 39	Ea	\$ 15.00
30200	Flexural Str. (Beam)	C 78	Ea	\$ 23.00
30300	Split Tensile Str. (Incl prep)	C 496	Ea	\$ 94.00
30400	Time of Set by Penetration	C 403	Ea	\$ 275.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C 531	Set 3	\$ 282.00
30600	Length Change of Hydraulic- Cement Mortar and Concrete	C 490 & C 157	Set 3	\$ 100.00
30700	Density of Structural Lfw. Concrete	C 567	Ea	\$ 70.00
30800	Concrete Coring, Minimum Charge	C 42	Min.	\$ 290.00
30900	Concrete Coring, (4" diameter to 6" thickness)	C 42	Ea	\$ 90.00
31000	Concrete Coring, additional thickness (6" to 12")	C 42	In.	\$ 8.00
31100	Concrete Coring, additional thickness (Over 12")	C 42	In.	\$ 10.00
31200	Preparation of Core, Cap & Test	C 42	Ea	\$ 67.00
31300	Measuring Length of Core	C 174	Ea	\$ 11.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	\$ 78.00
31500	Probe Penetration Test Equipment (plus probes)	C 803	Day	\$ 79.00

HMAC

Code	Description	Standard	Unit	Fee
40100	Mix Design Review		Ea	\$ 187.00
40200	HMAC Design (In-Place)		Ea	\$ 1,870.00
40300	Trail Batch (up to 5 points)		Ea	\$ 1,403.00
40400	Additional Points		Ea	\$ 202.00
40500	Extraction/ Gradation	Tex-210F	Ea	\$ 174.00
40600	Specific Gravity	D 2041 & 201F	Ea	\$ 62.00
40700	HVEEM Stability	Tex-208F	Set	\$ 82.00
40800	Bulk Density - Lab Molded or Core	Tex-207F	Set	\$ 46.00
40900	Bulk Density Core	Tex-207F	Ea	\$ 41.00
41000	Molding Specimens	Tex-206F	Ea	\$ 54.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea	\$ 78.00
41200	Apparent Specific Gravity	Tex-202F	Ea	\$ 58.00
41300	Abson Recovery	Tex-211F	Ea	\$ 281.00
41400	Moisture Susceptibility	Tex-531C	Ea	\$ 409.00
41500	Penetration	D 5	Ea	\$ 74.00
41600	Ductility	D 113	Ea	\$ 99.00
41700	Viscosity	D 2170	Ea	\$ 82.00
41800	Asphalt Coring, Minimum Charge		Min.	\$ 290.00
41900	Asphalt Coring (4" Dia. To 6" Thickness)		Ea	\$ 80.00
42000	Asphalt Coring (4" Dia. Over 6" Thickness)		In.	\$ 7.00
42100	Asphalt Core Measurement		Ea	\$ 8.00
42200	Measuring Thickness of Asphalt		Ea	\$ 8.00
42300	PMA Extraction/ Gradation	D 2172	Ea	\$ 234.00
42400	PMA Extraction/ Gradation	D 6307	Ea	\$ 145.00
42500	Asphalt Content	D 4125	Ea	\$ 70.00

**ATTACHMENT B-1
COMPENSATION FOR ADDITIONAL SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Structural Steel

Code	Description	Standard	Unit	Fee
50100	Radiographic Source, Iridium		Day	\$ 106.00
50200	Radiographic Source, Cobalt 60		Day	\$ 122.00
50300	Ultrasonic Equipment	E 114, E 273, E 587, & E 797	Day	\$ 78.00
50400	Magnetic Particle Inspection Equipment	E 709	Day	\$ 29.00
50500	Skidmore-Wilhelm Tension Indicator		Day	\$ 117.00
50600	Torque Wrench		Day	\$ 35.00
50700	Discontinuity (Holiday) Equipment		Day	\$ 82.00
50800	Dry Film Thickness Equipment (Tooke Gauge)	D 4138	Day	\$ 29.00
50900	Dry Film Thickness Equipment (Magnetic)	D 7091	Day	\$ 29.00

Masonry Testing

Code	Description	Standard	Unit	Fee
60100	Compressive Strength, Mortar Cubes	C 109	Set 6	\$ 120.00
60200	Compressive Strength, Mortar Cubes	C 109	Ea	\$ 20.00
60300	Compressive Strength, Mortar or Grout Cyl.	C 780/ C 39	Ea	\$ 20.00
60400	Compressive Strength, Grout Prisms	C 1019	Set 3	\$ 120.00
60500	Measurement, Brick	C 67	Ea	\$ 47.00
60600	Compressive Strength Test, Brick	C 67	Ea	\$ 28.00
60700	Flexural Strength Test, Brick	C 67	Ea	\$ 37.00
60800	Absorption of Brick, 24 hr	C 67	Ea	\$ 62.00
60900	Absorption of Brick, 5 hr	C 67	Ea	\$ 61.00
61000	Measurement, CMU	C 140	Ea	\$ 25.00
61100	Weight, CMU	C 140	Ea	\$ 70.00
61200	Moisture Content, CMU	C 140	Ea	\$ 70.00
61300	Compressive Strength, CMU	C 140	Ea	\$ 75.00
61400	Compressive Strength, CMU Hollow Prism	C 1314	Ea	\$ 117.00

Fireproofing

Code	Description	Standard	Unit	Fee
70100	Density of SFRM	E 605	Ea	\$ 33.00
70200	Cohesion/ Adhesion of SFRM	E 736	Ea	\$ 25.00

Roofing

Code	Description	Standard	Unit	Fee
80100	Cut Out Roofing Sample Evaluation	D 2928	Ea	\$ 303.00
80200	Moisture in Mineral Aggregate for BUR	D 1864	Ea	\$ 51.00
80300	Analysis of New Built-Up Roof Membranes	D 3617	Ea	\$ 279.00
80400	Compressive Str. Of Lwt. Insul. Concrete	C 495	Set of 4	\$ 98.00
80500	Compressive Str. Of Lwt. Insul. Concrete	C 495	Ea	\$ 26.00
80600	Unit Weight of Lwt. Insul. Concrete	C 495	Set of 2	\$ 44.00

**ATTACHMENT B-1
 COMPENSATION FOR ADDITIONAL SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Soils

Code	Description	Standard	Unit	Fee
90100	Liquid and Plastic Limits	D 4318	Ea	\$ 53.00
90200	Moisture Content of Soil by Mass	D 2216	Ea	\$ 8.00
90300	Moisture Content by Microwave	D 4643	Ea	\$ 26.00
90400	Sieve Analysis	D 422	Ea	\$ 49.00
90500	Sieve Analysis w/ Hydrometer	D 422	Ea	\$ 110.00
90600	Percent Passing #200 Sieve	D 1140	Ea	\$ 41.00
90700	Specific Gravity	D 854	Ea	\$ 51.00
90800	pH of Soils	D 4972	Ea	\$ 15.00
90900	Unconfined Compressive Strength	D 2166	Ea	\$ 39.00
91000	Unconsolidated-undrained Triaxial Compression	D 2850	Ea	\$ 54.00
91100	Permeability - Constant Head	D 2434	Ea	\$ 199.00
91200	One-Dimensional Consolidation	D 2435	Ea	\$ 310.00
91300	Consolidation, Additional Increment	D 2435	Ea	\$ 44.00
91400	Dispersive Characteristics by Pinhole Test	D 4647	Ea	\$ 246.00
91500	Dispersive Characteristics by Crumb Test	D 6572	Ea	\$ 33.00
91600	Double Hydrometer	D 4221	Ea	\$ 152.00
91700	Soil Suction - Filter Paper		Ea	\$ 49.00
91800	Additional Increment		Ea	\$ 45.00
91900	California Bearing Ratio	D 1883	Ea	\$ 185.00
92000	Soil Shrinkage Factors by Mercury Method	D 427	Ea	\$ 54.00
92100	Soil Shrinkage Factors by Wax Method	D 4943	Ea	\$ 65.00
92200	One-Dimensional Swell, Cohesive Soil	D 4546	Ea	\$ 251.00
92300	OMD Standard Compaction	D 698	Ea	\$ 175.00
92400	OMD Modified Compaction	D 1557	Ea	\$ 187.00
92500	Max. & Min. Density-Sand	D 4253/D 4254	Ea	\$ 182.00
92600	Percent Solids in Lime Slurry		Ea	\$ 37.00
92700	Optimum Lime Content - pH Method	D 6276	Ea	\$ 202.00
92800	Optimum Lime Content - PI Method		Ea	\$ 208.00
<i>Treated Soils</i>				
94100	Cement Sand Compressive Str.	D 1633	Ea	\$ 61.00
94200	Cement Content of Soil-Cement	D 806	Ea	\$ 269.00
94300	Sieve Analysis - Base Material	C 136	Ea	\$ 82.00
94100	Cement Sand Compressive Str.	D 1633	Ea	\$ 61.00
94200	Cement Content of Soil-Cement	D 806	Ea	\$ 269.00
94300	Sieve Analysis - Base Material	C 136	Ea	\$ 82.00
94400	Compressive Str., Treated Base	Tex-120E	Ea	\$ 222.00
94500	OMD Standard Compaction, Treated	D 698	Ea	\$ 193.00
94600	OMD Standard Compaction, Treated	D 1557	Ea	\$ 205.00
95100	Nuclear Density Gauge	D 6938	Hr.	\$ 9.00

**ATTACHMENT B-1
 COMPENSATION FOR ADDITIONAL SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

PROVIDER NAME: QC LABORATORIES, INC.

Slip-Lining and Manhole Repair

Code	Description	Standard	Unit	Fee
100100	Coring/ Drilling of Manhole Grout		Hole	\$ 52.00
100200	Coring and Strength of Gunite Panel		Core	\$ 105.00
100300	Flexural Str./ Modulus of Elasticity of Liner	D 790	Coupon	\$ 295.00

Geotechnical

Code	Description	Unit	Fee
11010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	Ft	\$ 16.00
11020	Soil Borings, Intermittent 3-in. dia. (51' to 100')	Ft	\$ 18.00
11030	Soil Boring, Continuous 3-in. (0 to 20')	Ft	\$ 18.00
11040	Soil Boring over 100' (Surcharge)	Ft	\$ 6.00
11050	Wash Boring	Ft	\$ 8.00
11060	Auger Boring	Ft	\$ 9.00
11070	Undisturbed/Split-Spoon in Wash/Auger Borings	Ea	\$ 34.00
11080	Grouting of Completed Boring	Ft	\$ 5.00
11090	A.T.V. Surcharge	Ft	\$ 6.00
11100	Minimum Charge (to be used if charges are less than \$718)	LS	\$ 672.00
11110	Mobilization/Demobilization	LS	\$ 300.00
11120	TDH Cone Penetration Test	Ea	\$ 23.00
11130	ATV mobilization Surcharge	LS	\$ 117.00
11140	Portable Rig Drilling (Crew of two)	Hr	\$ 152.00
11150	Standby (Crew of two)	Hr	\$ 146.00

Attachment C

The Engineer shall furnish certificates of insurance to the FBGPTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the FBGPTRA with at least 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 or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, 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
\$50,000	Fire Legal Liability
\$5,000	Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits 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 FBGPTRA and the FBGPTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the FBGPTRA and the FBGPTRA's Directors, with the exception of insurance required under paragraph "e."

August 16, 2007

Ms. Jacque Burgess
Fort Bend County – Facilities & Planning
1402 Band Road, Suite 100
Rosenberg, Texas 77471

Re: Cost Estimate for Additional Services
Geotechnical Review of Pile Load Test
Fort Bend County Jail Expansion
Legion Drive
Richmond, Texas
Terracon Project No. 92075115

Dear Ms. Burgess:

Terracon Consultants, Inc. (Terracon) has been requested by Mr. Steve Ohm of Carter Goble Lee to provide consultation services for load testing of Auger-Cast-In-Place (ACIP) Piles planned for the above referenced project in Richmond, Texas. This letter provides our understanding of Terracon's scope of additional services and a cost estimate for the additional services.

We understand that two pile load tests will be performed by the ACIP pile installation contractor who will also perform the required analysis of the pile load test data. Terracon is requested to have a Geotechnical Engineer to be onsite to observe the performance of the pile load tests. In addition, Terracon is also requested to evaluate the load test analysis performed by the pile installation contractor.

As stated in Terracon Document No. P92-1085G-07, Revision 1, dated February 27, 2007, the cost for consulting services beyond the original scope of services will be charges at a Project Engineer billing rate of \$125 per hour. We anticipate that it will take us 24 hours to provide onsite observation of the pile load test, review the pile load test analysis by the pile installation contractor, and provide our comments in a letter. Thus, the cost of the review is estimated to be \$3,000.

If the above is acceptable to you, please sign and date below and return a copy for our files. We appreciate the opportunity to provide these additional services.

Sincerely,
Terracon Consultants, Inc.

Anwar S. Akhtar, P.E.
Senior Project Manager

Patrick M. Beecher, P.E.
Senior Project Manager

Authorization

Signature: _____

Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

QCLAB-1

OP ID: DA

DATE (MM/DD/YYYY)

08/13/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PIA-Pathfinder/LL&D Ins Grp 1160 Dairy Ashford, Suite 220 Houston, TX 77079 Hill Adams	281-556-9999	CONTACT NAME:	
	281-556-9609	PHONE (A/C, No, Ext): 281-556-9999	FAX (A/C, No): 281-556-9609
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Travelers-Indemnity Co.	
INSURED QC Laboratories, Inc. 10810 Northwest Freeway Houston, TX 77092	INSURER B : Travelers Lloyds Insurance Com		41262
	INSURER C : Travelers-Indemnity of Ct.		25682
	INSURER D : Travelers Casualty Insurance C		
	INSURER E : Admiral Insurance Company		24856
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			1459N79712	01/31/12	01/31/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
E	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EO000016938-01	05/12/12	05/12/13	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/>	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
							PRLIB. \$ 1,000,000
A	AUTOMOBILE LIABILITY			1464N65412	01/31/12	01/31/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OCCUR	1923N07612	01/31/12	01/31/13	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1481N56A12	01/31/12	01/31/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Profess Liability			EO000016938-02	05/12/12	05/12/13	Aggregate Claim 1,000,000
	Deductible \$45,000						1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

see additional page

CERTIFICATE HOLDER

FORDB-3

Fort Bend Grand Parkway
Toll Road Authority
PO Box 2789
Sugar Land, TX 77489

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE **FORDB-3**
INSURED'S NAME **QC Laboratories, Inc.**

QCLAB-1
OP ID: DA

PAGE **2**
DATE **08/13/12**

The general liability and auto liability policies include a blanket automatic additional insured endorsement that provides additional insured status when there is a written contract between the named insured and Fort Bend Grand Parkway Toll Road Authority that requires such status. General liability policy is primary.

The general liability, auto liability and workers compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature when there is a written contract between the named insured and Fort Bend Grand Parkway Toll Road Authority that requires it. Umbrella follows form. 30 Day NOC except 10 day for non-pay