

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a transportation corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBCTRA" and Geotest Engineering, Inc., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBCTRA 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 FBCTRA proposes to construct a Toll Road grade separation structure on the Fort Bend Parkway Toll Road over SH 6 and construct toll gantry structures on the toll road system in Fort Bend County, Texas, (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 FBCTRA related to the Project as defined in the Scope of Services in Attachment A.

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 \$180,000.00. 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 \$180,000.00. Payments for work detailed in Attachment A will be made as such work is performed.

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

- b. Out-of-pocket expense costs may be reimbursed only when approved in advance and authorized by the FBCTRA. Payment will be made on the basis of project completion certificate and, 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 FBCTRA, 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 FBCTRA 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 FBCTRA 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 FBCTRA.) 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 FBCTRA 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 FBCTRA within thirty (30) calendar days after the FBCTRA'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 March 1, 2016.

4. The FBCTRA's Option to Terminate

- a. The FBCTRA 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 FBCTRA 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 FBCTRA. The Engineer's final invoice for said services will be presented to and paid by the FBCTRA 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 FBCTRA 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 FBCTRA 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 FBCTRA'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 FBCTRA by virtue of this Agreement or otherwise. Failure of the FBCTRA 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 FBCTRA 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 FBCTRA, or any duly authorized agent of the FBCTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. FBCTRA'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 FBCTRA subject to all of the following terms and conditions; provided, however, FBCTRA 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 FBCTRA 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 FBCTRA 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.

FBCTRA 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 FBCTRA 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 FBCTRA 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 FBCTRA that Engineer is permitted to use in connection with the services will not be used without FBCTRA's consent and shall remain in the sole and exclusive properties of FBCTRA 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 FBCTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBCTRA 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 FBCTRA'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 FBCTRA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the FBCTRA, 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 FBCTRA

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 FBCTRA. Responsibility to the FBCTRA for sublet work shall remain with the Engineer.

10. Conference

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

11. Appearance as Witness

If requested by the FBCTRA, 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 FBCTRA'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.

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 FBCTRA 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 FBCTRA relating to the property or facilities with respect to which this Agreement pertains, Engineer and the FBCTRA agree as follows:

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBCTRA, 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 FBCTRA OR STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBCTRA 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 FBCTRA 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 FBCTRA and the Engineer agree to submit the dispute to mediation. In the event the FBCTRA 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 FBCTRA 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 FBCTRA under this Agreement shall be delivered to the Fort Bend County 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 Geotest Engineering, Inc., 5600 Bintliff, Houston, Texas 77036, Attention: Madhu R. Munirathnam, P.E, or such other place or places as the Engineer may designate by written notice delivered to the FBCTRA.

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 FBCTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBCTRA 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 FBCTRA's Acts

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

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBCTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBCTRA 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 FBCTRA 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 FBCTRA 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.

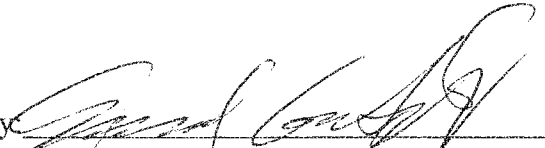
23. Appendices


The Appendices attached to this Agreement, which consists of:

| | |
|--------------|------------------------------------|
| Attachment A | Scope of Services |
| Attachment B | Compensation for Scope of 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 21st day of January, 2015.


FORT BEND COUNTY TOLL ROAD
AUTHORITY, a local government Texas
corporation

By: 
James D. Condrey, DDS
Chairman, Board of Directors

ATTEST: 
By _____
Secretary, Board of Directors



Geotest Engineering, Inc.
ENGINEER

By: 
Name: Ravi Raj Yanamandala
Title: President

**ATTACHMENT A
SCOPE OF SERVICES**

**FORT BEND PARKWAY TOLL ROAD AT SH 6
AND ALONG THE FBCTRA SYSTEM**

CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

GENERAL DESCRIPTION

The proposed project consists of the construction of an overpass bridge structure and approaches on the Fort Bend Parkway Toll Road at SH 6 and toll gantries on the FBCTRA system. 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 are expected to be performed:

- 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
- Asphalt testing
- Material mix design review
- Other testing or inspection services as required

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.

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

FORT BEND PARKWAY TOLL ROAD AT SH 6

PERSONNEL

| | | |
|--|----------------------|---------|
| 10100 Principal | \$200 | / Hr |
| 10200 Senior Engineer | \$148 | / Hr |
| 10300 Project Engineer | \$115 | / Hr |
| 10400 Graduate Engineer | \$91 | / Hr |
| 10500 Sr. Technician (Minimum 4 Hours) | \$74 | / Hr |
| 10501 Sr. Technician (OT) | \$112 | / Hr |
| 10700 Technician (Minimum 4 Hours) | \$60 | / Hr |
| 10701 Technician (OT) | \$90 | / Hr |
| 11000 Senior Welding Inspector, SCWI | \$120 | / Hr |
| 11100 Welding Inspector, CWI, ACCP II | \$94 | / Hr |
| 11200 Associate Welding Inspector (ACWI) | \$67 | / Hr |
| 11300 Inspector, ASNT III | \$115 | / Hr |
| 11400 NDT Inspector II w/ Asst. (2 man crew) | \$121 | / Hr |
| 11500 Support Personnel (Word Processing) | \$43 | / Hr |
| 15200 Rebar Pull Test Equipment | \$100 | / Day |
| 15000 Vehicle Charge | \$72 | / trip |
| 10302 Report Review | \$12 | /Report |
| 15100 REIMBURSABLE EXPENSES | Cost plus 10% | |

AGGREGATES

| | | |
|---|-------|------|
| 20100 Sieve Analysis - Coarse Aggregates (C 136 - C) | \$55 | / Ea |
| 20200 Sieve Analysis - Fine Aggregates (C 136 - F) | \$55 | / Ea |
| 20300 Rel.Density & Abs. - Coarse Aggregates (C 127) | \$84 | / Ea |
| 20400 Re.Density & Abs. - Fine Aggregates (C 128) | \$102 | / Ea |
| 20500 Bulk Density & Voids in Aggregate (C 29) | \$40 | / Ea |
| 20600 Absorption - Coarse Aggregates (C 127) | \$47 | / Ea |
| 20700 Absorption - Fine Aggregates (C 128) | \$47 | / Ea |
| 20800 Finer than 75 um(No. 200) Sieve (C 117) | \$50 | / Ea |
| 20900 Organic Impurities in Fine Aggregates (C 40,C 131 or C) | \$49 | / Ea |
| 21000 L.A. Abrasion (-535) | \$215 | / Ea |
| 21100 Clay Lumps and Friable Particles (C 142) | \$56 | / Ea |
| 21200 Lightweight Particles (C 123) | \$66 | / Ea |
| 21300 Sand Equivalent (D-2419) | \$67 | / Ea |
| 21400 Na/Mg Sulfate Soundness (5 cycles) (C 88) | \$365 | / Ea |
| 21500 Na/Mg Sulfate Soundness (Add'l cycles) (C 88) | \$210 | / Ea |

PORTLAND CEMENT CONCRETE

| | | |
|--|-------|----------|
| 30100 Compressive Str. (Cylinder) (C-39) | \$18 | / Ea |
| 30200 Flexural Str.(Beam) (C-78) | \$28 | / Ea |
| 30300 Split Tensile Str. (Incl. Prep) (C 496) | \$113 | / Ea |
| 30400 Time of Set by Penetration (C 403) | \$330 | / Ea |
| 30500 Linear Shrinkage & Thermal Coef (Bar) (C 531) | \$338 | Set of 3 |
| 30600 Leng Cha of Hydra-Cement Mortar and Conc C 490 & C 157 | \$120 | Set of 3 |
| 30700 Density of Structural Ltwt. Concrete (C 567) | \$84 | /Ea |
| 30800 Concrete Coring, Minimum Charge (C 42) | \$348 | Min |
| 30900 Concrete Coring (4" diameter to 6" Thickness) (C 42) | \$108 | / Ea |

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

FORT BEND PARKWAY TOLL ROAD AT SH 6

| | | |
|--|------|------|
| 31000 Concrete Coring, additional thickness (6" to 12") (C 42) | \$10 | In. |
| 31100 Concrete Coring, additional thickness (Over 12") (C 42) | \$12 | In. |
| 31200 Preparation of Core, Cap & Test (C 42) | \$80 | / Ea |
| 31300 Measuring Length of Core (C 174) | \$13 | /Ea |
| 31400 Pachometer Survey (Magnetic Induction) | \$94 | Day |
| 31500 Probe Penetration Test Equipment (plus probes) (C 803) | \$95 | Day |

HMAC

| | | |
|---|---------|-----|
| 40100 Mix Design Review | \$224 | /Ea |
| 40200 HMAC Design (In-Place) | \$2,244 | /Ea |
| 40300 Trail Batch (up to 5 points) | \$1,684 | /Ea |
| 40400 Additional Points | \$242 | /Ea |
| 40500 Extraction/Gradation (Tex - 210F) | \$209 | /Ea |
| 40600 Specific Gravity (D 2041 & 201F) | \$74 | /Ea |
| 40700 HVEEM Stability (Tex - 208F) | \$98 | Set |
| 40800 Bulk Density - Lab Molded or Core (Tex - 207F) | \$55 | Set |
| 40900 Bulk Density Core (Tex - 207F) | \$49 | /Ea |
| 41000 Molding Specimens (Tex - 206F) | \$65 | Set |
| 41100 Maximum Theoretical Specific Gravity (Tex - 227F) | \$94 | /Ea |
| 41200 Apparent Specific Gravity (Tex - 202F) | \$70 | /Ea |
| 41300 Absorption Recovery (Tex - 211F) | \$337 | /Ea |
| 41400 Moisture Susceptibility (Tex - 531C) | \$491 | /Ea |
| 41500 Penetration (D 5) | \$89 | /Ea |
| 41600 Ductility (D 113) | \$119 | /Ea |
| 41700 Viscosity (D 2170) | \$98 | /Ea |
| 41800 Asphalt Coring, Minimum Charge | \$348 | Min |
| 41900 Asphalt Coring (4" Dia. To 6" Thickness) | \$96 | /Ea |
| 42000 Asphalt Coring (4" Dia. Over 6" Thickness) | \$8 | In. |
| 42100 Asphalt Core Measurement | \$10 | /Ea |
| 42200 Measuring Thickness of Asphalt | \$10 | /Ea |
| 42300 PMA Extraction/Gradation (D 2172) | \$281 | /Ea |
| 42400 PMA Extraction/Gradation (D 6307) | \$174 | /Ea |
| 42500 Asphalt Content (D 4125) | \$84 | /Ea |

STRUCTURAL STEEL

| | | |
|---|-------|-----|
| 50100 Radiographic Source, Iridium | \$127 | Day |
| 50200 Radiographic Source, Cobalt 60 | \$146 | Day |
| 50300 Ultrasonic equipment (E 114, E 273, E 587 & E 797) | \$94 | Day |
| 50400 Magnetic Particle Inspection Equipment (E 709) | \$35 | Day |
| 50500 Skidmore-Wilhelm Tension Indicator | \$140 | Day |
| 50600 Torque Wrench | \$42 | Day |
| 50700 Discontinuity (Holiday) Equipment | \$98 | Day |
| 50800 Dry Film Thickness Equipment (Tooke Gauge) (D 4138) | \$35 | Day |
| 50900 Dry Film Thickness Equipment (Magnetic) (D 7091) | \$35 | Day |

ATTACHMENT B COMPENSATION FOR SCOPE OF SERVICES

FORT BEND PARKWAY TOLL ROAD AT SH 6

SOILS

| | | |
|--|-------|------|
| 90100 Liquid & Plastic Limits (D 4318) | \$64 | / Ea |
| 90200 Moisture Content of Soil by Mass (D 2216) | \$10 | / Ea |
| 90300 Moisture Content by Microwave (D 4643) | \$31 | / Ea |
| 90400 Sieve Analysis (D 422) | \$59 | / Ea |
| 90500 Sieve Analysis w/ Hydrometer (D 422) | \$132 | / Ea |
| 90600 Percent Passing #200 Sieve (D 1140) | \$49 | / Ea |
| 90700 Specific Gravity (D 854) | \$61 | / Ea |
| 90800 pH of Soils (D 4972) | \$18 | / Ea |
| 90900 Unconfined Compressive Strength (D 2166) | \$47 | / Ea |
| 91000 Unconsolidated-undrained Triaxial Compression (D 2850) | \$65 | / Ea |
| 91100 Permeability - Constant Head (D 2434) | \$239 | / Ea |
| 91200 One-Dimensional Consolidation (D 2435) | \$372 | / Ea |
| 91300 Consolidation, Additional Increment (D 2435) | \$53 | / Ea |
| 91400 Dispersive Characteristics By Pinhole Test (D 4647) | \$295 | / Ea |
| 91500 Dispersive Characteristics by Crumb Test (D 6572) | \$40 | / Ea |
| 91600 Double Hydrometer (D 4221) | \$182 | / Ea |
| 91700 Soil Suction - Filter Paper | \$59 | / Ea |
| 91800 Additional Increment | \$54 | / Ea |
| 91900 California Bearing Ration (D 1883) | \$222 | / Ea |
| 92000 Soil Shrinkage Factors by Mercury Method (D 427) | \$65 | / Ea |
| 92100 Soil Shrinkage Factors by Wax Method (D 4943) | \$78 | / Ea |
| 92200 One-Dimensional Swell, Cohesive Soil (D 4546) | \$301 | / Ea |
| 92300 OMD Standard Compaction (D 698) | \$210 | / Ea |
| 92400 OMD Modified Compaction (D 1557) | \$224 | / Ea |
| 92500 Max. & Min. Density-Sand (D 4253/D 4254) | \$218 | / Ea |
| 92600 Percent Solids in Lime Slurry | \$44 | / Ea |
| 92700 Optimum Lime Content - pH Method (D 6276) | \$242 | / Ea |
| 92800 Optimum Lime Content - PI Method | \$250 | / Ea |

TREATED SOILS

| | | |
|--|-------|------|
| 94100 Cement Sand Compressive Str. (D 1633) | \$73 | / Ea |
| 94200 Cement Content of Soil-Cement (D 806) | \$323 | / Ea |
| 94300 Sieve Analysis - Base Material (C 136) | \$98 | / Ea |
| 94400 Compressive Str. Treated Base (Tex - 120E) | \$266 | / Ea |
| 94500 OMD Strength Compaction, Treated (D 698) | \$232 | / Ea |
| 94600 OMD Standard Compaction, Treated (D 1557) | \$246 | / Ea |
| 95100 Nuclear Density Gauge (D 6938) | \$11 | / Hr |

GEOTECHNICAL

| | | |
|--|------|------|
| 11010 Soil Boring, Intermittant 3-in. dia. (0 to 50') | \$19 | / Ft |
| 11020 Soil Borings, Intermittant 3-in. dia. (51' to 100') | \$22 | / Ft |
| 11030 Soil Boring, Continuous 3-in. (0 to 20') | \$22 | / Ft |
| 11040 Soil Boring over 100' (Surchage) | \$7 | / Ft |
| 11050 Wash Boring | \$10 | / Ft |
| 11060 Auger Boring | \$11 | / Ft |
| 11070 Undisturbed/ Split-Spoon Sample in Wash/ Auger Borings | \$41 | / Ea |

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

FORT BEND PARKWAY TOLL ROAD AT SH 6

| | | |
|---|-------|------|
| 11080 Grouting of Completed Boring | \$6 | / Ft |
| 11090 A.T.V. Surcharge | \$7 | / Ft |
| 11100 Minimum Charge (to be used when charges are less than \$718.00) | \$806 | / LS |
| 11110 Mobilization/ Demobilization | \$360 | / LS |
| 11120 TDH Cone Penetration Test | \$28 | Ea. |
| 11130 ATV Mobilization Surcharge | \$140 | / LS |
| 11140 Portable Rig Drilling (Crew of Two) | \$182 | / Hr |
| 11150 Standby (Crew of Two) | \$175 | / Hr |

General Notes

1. General

- 1.1 All construction materials engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by Consultant for Fort Bend County Toll Road Authority must be authorized by Fort Bend County Toll Road Authority.
- 1.2 Services not specifically authorized by Fort Bend County Toll Road Authority will not be paid for.

2. Engineering Services

- 2.1 Engineering Services shall be performed by a professional engineer licensed in the State of Texas and employed full-time by the Consultant ("Engineer").
- 2.2 All construction materials engineering reports ("Reports") relating to Services performed by the Consultant shall be reviewed and signed by Consultant's Engineer. The Consultant's Engineer does not need to sign specimen pick-ups or project cancellation reports.
- 2.3 Fort Bend County Toll Road Authority shall also compensate Consultant when Consultant's Engineer attends Project-related on-site and progress meetings at the request of the Fort Bend County.
- 2.4 Overtime will not be allowed for any Engineering Service.

3. Field Services

- 3.1 "Sampling" is defined as the process of procuring materials for subsequent testing or examination that is performed by a certified technician with knowledge of appropriate sampling procedures.
- 3.2 "Specimen Pickup" is defined as the process of retrieving "specimens," usually pre-fabricated in the field such as cylinders, beams, or cubes, and transporting those specimens to the laboratory for subsequent testing or examination.
- 3.3 Field Services shall be performed by Consultant's certified engineering technicians in accordance with the Fee Schedule.
 - 3.3.1 A non-certified technician maybe allowed to assist a certified technician on a

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

FORT BEND PARKWAY TOLL ROAD AT SH 6

Project provided two or more technicians are required.

- 3.3.2 Specimen Pickup shall be performed, whenever possible, as a part of a scheduled field trip or by the full-time technician assigned to the Project.
- 3.3.3 Specimen Pickup not performed as a part of a scheduled field trip or by the technician assigned to the Project shall be compensated at the technician rate.
- 3.3.4 Field sieve analysis and lime slurry percent-solids determination shall be performed in the field as part of the field inspection without an additional testing charge.
- 3.3.5 The rates for coring of Portland cement concrete or asphaltic concrete are inclusive of the field representative's time, all equipment, and patching of the core hole with a conventional concrete mixture for concrete or cold-patching asphaltic materials for asphaltic concrete. The rates for coring do not include a Vehicle Charge. Patching with specialty materials (such as non-shrink repair mortar) must be approved in advanced by Fort Bend County Toll Road Authority and any approved specialty patching materials will be reimbursed by Fort Bend County Toll Road Authority at cost plus 10%.
- 3.3.6 A minimum of 30-minute unpaid lunch shall be taken by the field technician for work over eight (8) hours unless otherwise approved in writing by the Fort Bend County.
- 3.3.7 Certified technicians shall carry their certification wallet cards with them on the Project.
- 3.4 Fort Bend County Toll Road Authority shall compensate Consultant for travel time between the Consultant's facility and the Fort Bend County Toll Road Authority's Project or other Project- related location. The maximum time compensated for this travel is 1 hour total / roundtrip (30 minutes each way).
- 4. Laboratory Services
 - 4.1 Fees for laboratory tests are inclusive of sample preparation unless specifically noted in this Attachment. Compensation shall not be paid for personnel services and/or materials related to such testing, except as specifically noted in this Attachment.
 - 4.2 Unless otherwise requested by Fort Bend County, an aggregate correction factor will not be determined for use in adjusting the aggregate gradation and asphalt content when testing HMAC in accordance with ASTM D6307. Laboratory reports should include a note indicating that an aggregate correction factor was not used.
- 5. Other Services
 - 5.1 Geotechnical Services
 - 5.1.1 All geotechnical borings shall be staked by Consultant and shall be compensated at the rate not to exceed that for a Graduate Engineer.
 - 5.1.2 Geotechnical logging shall be performed by a technician certified in soils or

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

FORT BEND PARKWAY TOLL ROAD AT SH 6

a Graduate Engineer or Graduate Geologist. Unless the services of an Engineer or Geologist are approved by Fort Bend County Toll Road Authority in advance, logging shall be compensated at the NICET Level II technician rate. Costs for logging services shall be in addition to fees for geotechnical drilling and sampling services.

5.1.3 Geotechnical borings shall be drilled at increments of 5-ft.

5.2 Traffic Control

5.2.1 If traffic control is necessary during geotechnical field operations, qualified personnel or a qualified subcontractor should be engaged to provide traffic control. Proposed use of traffic control must be approved in advance by the Director.

6. Reporting

Consultant shall document all field and laboratory Services in a written report prepared in accordance with Project Specifications and standard methods.

6.1 Reports shall contain the following:

6.1.1 Project Name, Consultant Report number, and Fort Bend County Toll Road Authority Job No.

6.1.2 Personnel name and certification typed or printed legibly.

6.1.3 Time of departure from Consultant's facility.

6.1.4 Time of arrival at Project.

6.1.5 Standby time, if any.

6.1.6 Services requested and performed.

6.1.7 Time of departure from Fort Bend County Toll Road Authority Project.

6.1.8 Time of arrival at Consultant's facility.

6.1.9 Overtime hours, if any.

6.1.10 Appropriate Specification and/or Test Method.

6.1.11 Signature of Engineer reviewing Report.

6.2 Reports shall contain hours of service for each visit to the Fort Bend County Toll Road Authority Project including Specimen Pickup.

6.3 All Reports must be received by the Fort Bend County Toll Road Authority within 14 calendar days of the original date of service or completion of required laboratory tests.

6.4 Final reports presenting strength test results shall be sent to Fort Bend County Toll Road Authority within three (3) business days following the test date.

7. Compensation

7.1 Compensation of Consultant for personnel performing sampling, testing, inspection, and traffic control services shall be as stated in the Fee Schedule and shall include

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

FORT BEND PARKWAY TOLL ROAD AT SH 6

reasonable travel time, as agreed to by Fort Bend County, between Consultant's facility and the Fort Bend County Toll Road Authority Project.

- 7.2 Fees for Services are inclusive of all tools, equipment and consumable supplies needed to perform the subject services, except as specifically noted in this Attachment.
- 7.3 Fees for Services performed on an hourly basis shall be recorded to the nearest ¼ (0.25) hour and will be compensated at the applicable rate.
- 7.4 Overtime for field services is applicable for any hours worked over 8 hours per day or over 40 hours per week. No overtime will be paid without prior approval from the Authority.
- 7.5 A minimum charge of four (4) hours for field technician, vehicle, and equipment (where charged on an hourly rate) shall apply to each visit to the Project site or to an authorized off-site location for sampling, observation, inspection, or testing as outlined in the Fee Schedule. The maximum Vehicle Charge shall be eight (8) hours at the rate outlined in the Fee Schedule.
- 7.6 All hourly services invoiced shall be accompanied by the Company representative's signed time sheet or daily report, including the name and classification of the individual. Hourly services shall be invoiced to the nearest 1/4 hour.
- 7.7 A minimum of 30-minute lunch shall be taken for continuous work of eight (8) hours or more on a single Project.
- 7.8 If a technician has departed for the Project, prior to receipt of a cancellation notice by Consultant, Consultant shall be compensated at the applicable technician rate for the time required to Consultant's facility plus applicable Vehicle Charge. A four (4) hour minimum shall apply.
- 7.9 If a technician/inspector is assigned to more than one Fort Bend County Toll Road Authority Project in one day, his or her actual time on both Projects shall be charged (i.e. no minimum charge for both Projects), provided the total time exceeds four (4) hours. All hours invoiced must be supported by copies of Reports and a signed time-sheet or daily activity report sheets, which contains the name of the personnel and their certification, shall be signed by third-party inspector or contractor, if available.
- 7.10 Reproduction charges shall be compensated at current commercial rates.
- 7.11 All reimbursable expenses of Consultant shall be supported by documentation acceptable to the Fort Bend County. Reimbursables such as photographs, reproduction material, delivery, background checks, safety training/orientation, traffic control, parking, and badging, etc., shall be invoiced and reimbursed at cost plus 10%. Receipts for reimbursable expenses must be submitted with the Consultant's invoice for the reimbursable expense.

ATTACHMENT C

The Engineer shall furnish certificates of insurance to the FBCTRA 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 FBCTRA with at least 30 days prior written notice of any 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, 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 FBCTRA and the FBCTRA'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 FBCTRA and the FBCTRA's Directors, with the exception of insurance required under paragraph "e."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2015

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 Higginbotham Insurance Agency, Inc. 1500 Citywest Blvd., Suite 500 Houston TX 77042 | | CONTACT NAME: Ayesha Lopez PHONE (A/C, No, Ext): 713-888-3992 E-MAIL ADDRESS: alopez@higginbotham.net FAX (A/C, No): 713-952-9939 | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Travelers Property Casualty | 36161 |
| INSURED GEOTE1 Geotest Engineering, Inc. 5600 Bintliff Drive Houston TX 77036 | | INSURER B: Travelers Property Casualty Co of A | 25674 |
| | | INSURER C: The Travelers Indemnity Co of CT | 25682 |
| | | INSURER D: Texas Mutual Insurance Company | 22945 |
| | | INSURER E: Evanston Insurance Company | 35378 |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 975622144

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 6306D14884 | 10/1/2014 | 10/1/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | BA6D148884 | 10/1/2014 | 10/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | CUP6D148884 | 10/1/2014 | 10/1/2015 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | TSF0001144087 | 10/1/2014 | 10/1/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| E | Professional Liability & Pollution Liability | | | 14CPLOMS80010 | 10/1/2014 | 10/1/2015 | Each Occurrence \$2,000,000 Aggregate \$4,000,000 |

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

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County Toll Road Authority
PO Box 2789
Sugar Land TX 77487-9740

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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ADDITIONAL REMARKS SCHEDULE

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| | | | |
|---|-----------|---|--|
| AGENCY Higginbotham Insurance Agency, Inc. | | NAMED INSURED Geotest Engineering, Inc. 5600 Bintliff Drive Houston TX 77036 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status and coverage will be Primary & Non-Contributory where required. (Form CG D4 67)

General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. (Form CG D4 67)

Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status (Form CAT353)
This coverage will be Primary and Non-Contributory where required by contract (Form CA0001)

Auto Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. (Form CAT353)

Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. (Form WC 420304B)

Umbrella policy is follow-form of primary policies for Additional Insureds interests.

Certificate Holder extended to read: Fort Bend County Toll Road Authority and its Directors.