

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH

WHEREAS, the FBGPTRA, proposes to construct direct connectors, ramps and other associated work on the Fort Bend Grand Parkway Toll Road at the Fort Bend Westpark Tollway interchange (Project 126-1014), in Fort Bend County, Texas, (the "Project");

WHEREAS, the FBGPTRA desires to enter into an agreement with Engineer for the performance of services during the Project, that are within the scope of services in Attachment A ("Scope of Services");

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.

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 Agreement is \$300,000.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as hourly labor, unit costs, and expenses (billing rates) as shown in Attachment B, in an amount not to exceed \$300,000.00.

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

- b. All performance of the Scope of Services and any services outside the Scope of Services ("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 progress to be billed monthly, and, for Additional Services, on the basis of time and expense records, and, in all cases, in accordance with those payment procedures set forth in subsection 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 pre-approved and pre-authorized Additional 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 twentieth day of each month during the performance of services hereunder and on or about the twentieth day of the month following completion of all services hereunder, the Engineer shall submit to the FBGPTRA one (1) copy of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for any 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 (the "County") employees established by the Fort Bend County Auditor (the "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. This agreement will terminate upon the Engineer's completion of the Scope of Services to the satisfaction of the FBGPTRA.

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 Section 2, 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 Section 2(d), above.
- b. Termination of this Agreement and payment as described in subsection (a) of this section 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 Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.
- c. If the FBGPTRA terminates this Agreement as provided in this section, 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 of the Termination Date or upon Engineer's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

Upon written notice (including email), 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 at

reasonable times during normal business hours. FBGPTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

Upon payment in full for undisputed amounts of Engineer's services, 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 completion or termination of this Agreement, as applicable. Engineer will deliver the Documents to FBGPTRA within 30 days of the completion or 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 FBGPTRA'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's 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 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 a Texas Licensed Professional Engineer.

- 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

As applicable, 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 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 paid in accordance with Section 2(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 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 or 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. Option to Terminate, 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, c/o The Muller Law Group, 202 Century Square Blvd., Sugar Land, Texas, 77478, Attention: Richard Muller, 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 Professional Service Industries, Inc. 3730 Dacoma Street, Houston, Texas 77092, Attention: Shashank Valluru, 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 B | Compensation for Scope of Services |
| Attachment C | Insurance Requirements |

24. Statutory Terms Applicable To State Political Subdivisions

- a. Contractor certifies and agrees that it (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.
- b. Prior to execution of this Agreement by FBGPTRA, the Engineer will be required to submit a Texas Ethics Commission Form 1295. Please see this website for details related to this disclosure:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- c. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of FBGPTRA may be obtained by contacting the FBGPTRA's records administrator at (281) 500-6050.

[Signatures Follow]

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 28th day of January, 2022.

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

By:  _____

Professional Service Industries, Inc.
ENGINEER

By: _____

Name: _____

Title: _____

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

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 ____ day of _____, 2022.

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

By: _____

Professional Service Industries, Inc.
ENGINEER

By: *shashank Valluru*

Name: Shashank Valluru

Title: Regional Vice President

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

**ATTACHMENT A
SCOPE OF SERVICES
Project 126-1014
Fort Bend Grand Parkway Toll Road Authority**

CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

GENERAL DESCRIPTION

Provide construction materials testing & inspection, and if needed, geotechnical service services, to support the construction of the direct connectors, ramps and other construction activities on the Fort Bend Grand Parkway Toll Road and the Fort Bend Westpark Tollway. The construction work includes, but not limited to, embankment, stabilized subgrade, base, asphalt, concrete pavement, concrete structures, foundations, retaining walls, etc. All work is to comply with testing requirements of the Texas Department of Transportation (TxDOT) specifications and guidelines and the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA).

SCOPE OF SERVICES

Scope of services covered will consist of all required materials testing and inspection to ensure the work meets TxDOT specifications. The following are some of the services expected to be performed:

- Moisture / density relationship of soils / stabilized soils
- The atterberg limits / percent soil passing No. 20 sieve / soils classification
- 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
- Geotechnical engineering design support, including reviews and report preparations
- Other testing, inspection, and/or geotechnical 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

BGE, Inc.
Fort Bend County & Fort Bend Grand Parkway Toll Road Authority
December 16, 2022

PROFESSIONAL SERVICE INDUSTRIES, INC.
3730 Dacoma Street • Houston, TX • 77092 • 713.224.2047

CONSTRUCTION MATERIALS TESTING-FEE SCHEDULE

Fort Bend County & Fort Bend Grand Parkway Toll Road Authority		
Description of Services	Unit	Unit Fee
Earthwork Inspection & Testing (Excavations, Structural Fill, Utility Backfill, Subgrade Inspection)		
Engineering Technician, ACI certified	hour	\$42.00
Engineering Technician, ACI certified-Overtime	hour	\$63.00
Engineering Technician, SB102, NICET II	hour	\$55.00
Engineering Technician, SB102, NICET II-Overtime	hour	\$82.50
Engineering Technician, TXDOT HMA Level 1A,1B	hour	\$65.00
Engineering Technician, TXDOT HMA Level 1A,1B-Overtime	hour	\$97.50
Vehicle Charge	hour	\$8.00
Nuclear Density Gauge	hour	\$7.50
Atterberg Limits, ASTM D4318	each	\$55.00
Percent Finer Than No. 200 Sieve, ASTM D1140	each	\$55.00
Moisture Density Rel., ASTM D698, (B),	each	\$140.00
Moisture Density Rel., ASTM D698, (B), Lime Treated	each	\$193.00
Soil-Lime Curve (pH or PI Method)	each	\$265.00
Compressive Strength of Soil Cement, ASTM D1633	each	\$62.00
Concrete Inspection & Testing (Paving and curbing - Includes Rebar)		
Engineering Technician	hour	\$40.00
Engineering Technician Overtime	hour	\$60.00
Cylinders Pick Up	hour	\$40.00
Vehicle Charge	hour	\$8.00
Compressive Strength Test (Cylinders)	each	\$14.50
Concrete Mix Design Review	each	\$176.00
Concrete Coring 4" depth, 4" dia	each	\$76.00
Concrete Coring Additional Thickness	inch	\$1.60
Concrete Coring Thickness Measurements	each	\$11.00
Engineering		
Engineering Report	hour	\$95.00
Professional Engineer Certification	hour	\$250.00



PROFESSIONAL SERVICE INDUSTRIES, INC.

3730 Dacoma Street • Houston • TX 77092 • 713-224-2047

Schedule of Services & Fees

CONSTRUCTION MATERIALS TESTING

Personnel Rates

	UNIT	AMOUNT
Chief Engineer/Scientist	per hour.....	\$ 140.00
Professional Engineer	per hour.....	\$ 120.00
Project Engineer.....	per hour.....	\$ 95.00
Project Manager.....	per hour.....	\$ 95.00
AWS Certified Welding Inspector (4 hour minimum)	per hour.....	\$ 80.00
Overtime.....	per hour.....	\$ 120.00
Roofing/Waterproofing Inspector (4 hour minimum).....	per hour.....	\$ 55.00
Overtime.....	per hour.....	\$ 82.50
Drafting	per hour.....	\$ 42.00
Administrative	per hour.....	\$ 32.00

Field Testing Service Rates

Sr. Engineering Technician (4 hour minimum)	per hour.....	\$ 42.00
Overtime.....	per hour.....	\$ 67.50
a. Asphalt Batch Plant Inspection		
b. Concrete Batch Plant Inspection		
c. Drilled Pier, Pile and/or Foundation Inspection		
d. Field Compaction Testing and Observation		
e. Laboratory Technician		
f. Pre-cast Concrete Inspection		
g. Sample Pick Up		
h. Soil Cement or Lime Stabilization Inspection		
Engineering Technician (4 hour minimum).....	per hour.....	\$ 40.00
Overtime.....	per hour.....	\$ 60.00
a. Concrete Placement Inspection		
b. Sample/Test Specimen Pick Up (1 ½ hour maximum)		

Coring

a. Concrete Pavement (Minimum)	min charge	\$ 255.00
Up to 4 Inch Thickness, 4 Inch Diameter Bit	per core.....	\$ 76.00
b. Structural Concrete	will quote upon request	
c. Asphaltic Concrete Pavement (Minimum)	min charge	\$ 255.00
Up to 4 Inch Thickness, 4 Inch Diameter	per core.....	\$ 76.00

Note: Larger diameters or thicknesses required will be cored at the rate of \$1.60 per inch thickness and per inch diameter.

Floor Flatness Inspection	per trip.....	\$ 835.00
Field Sieve Analysis	each	\$ 14.00
Field Percent Solids of Lime Slurry	each	\$ 21.00

Equipment Rates

James R-Meter.....	per day.....	\$ 70.00
Nuclear Density Gauge	per hour.....	\$ 7.50
Skidmore Wilhelm	per day	\$ 100.00
Ultrasonic Testing Equipment.....	per day	\$ 100.00
Vehicle Charge (4 hour minimum – excludes sample pickups)	per hour.....	\$ 8.00
Vehicle Charge for Standalone Sample pickup (maximum of 1 ½ hours)	per hour.....	\$ 8.00



PROFESSIONAL SERVICE INDUSTRIES, INC.

3730 Dacoma Street • Houston • TX 77097 • 713-224-2047

Schedule of Services & Fees

Laboratory Testing Rates

Concrete

Laboratory testing of concrete, mortar, and grout specimens:

a. Concrete Compressive Strength	each	\$ 14.50
b. Reserves Not Tested	each	\$ 14.50
c. Lightweight Concrete Compressive Strength	each	\$ 17.25
d. Density of Lightweight Concrete Cylinders	each	\$ 25.00
e. Flexural Concrete Strength (beams)	each	\$ 19.00
f. Concrete Tensile Strength	each	\$ 39.00
g. Compressive Strength of Cubes	each	\$ 18.00
h. Compressive Strength of Grout Prisms	each	\$ 25.00
i. Preparation and Testing of Concrete Cores	each	\$ 50.00
j. Concrete Core Thickness Measurements	each	\$ 11.00

Facia Brick

Absorption and Saturation	set of 5	\$ 231.00
Compressive Strength	set of 5	\$ 231.00
Compressive Strength of Masonry Prisms	each	\$ 323.00
Compressive Strength of Masonry or Concrete Block	each	\$ 160.00

Mix Design

a. Testing of Aggregates (absorption, specific gravity, unit weight)	per series	\$ 110.00
b. Proportioning and Preparation of Concrete	per point	\$ 323.00
Note: Cylinders and Sampling of Materials will be charged at applicable rates.		
c. Concrete Mix Design Review for Compliance to ACI or ASTM Standards	each	\$ 176.00

Soils and Aggregates

Moisture/Density Relationship of Soil (Proctor Test):

a. OMD Standard Compaction ASTM D 698	each	\$ 140.00
b. OMD Lime-Flyash or Cement Treated Soils	each	\$ 193.00
c. Relative Density Determination	each	\$ 165.00

Atterberg Limits Determination (PI)

each	\$ 55.00
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Material Finer Than #200 Sieve

each	\$ 55.00
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pH (ASTM D4972)

each	\$ 45.00
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Sieve Analysis of Aggregates

each	\$ 62.00
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Compressive Strength of Soil Cement

each	\$ 62.00
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Lime Series Curve (Soil Amendment Series) pH method

each	\$ 265.00
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Lime Series Curve (Soil Amendment Series) PI method

each	\$ 265.00
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Grain Size Analysis, Mechanical and Hydrometer

each	\$ 185.00
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Los Angeles Abrasion Test of Aggregates

each	\$ 224.00
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Bearing Ratio Test (CBR), ASTM D 1883

each	\$ 212.00
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Note: Moisture/Density Relationship of Soil not included.



PROFESSIONAL SERVICE INDUSTRIES, INC.

3730 Dacoma Street • Houston • TX 77097 • 713-224-2047

Schedule of Services & Fees

Permeability Test:

a. Falling Head.....	each.....	\$ 220.00
b. Constant Head.....	each.....	\$ 255.00
c. Remolded Sample	each.....	\$ 70.00

Organic Content	each.....	\$ 70.00
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Asphaltic Concrete

a. Molding Specimens (3 specimens)	per set.....	\$ 60.00
b. Density (3 specimens)	per set.....	\$ 60.00
c. Stability (3 specimens).....	per set.....	\$ 70.00
d. Extraction and Gradation	each.....	\$ 140.00
e. Theoretical Specific Gravity	each.....	\$ 70.00

Thickness Determination of Asphaltic Concrete Cores.....	each.....	\$ 15.00
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Density Determination of Asphaltic Concrete Cores.....	each.....	\$ 20.00
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Asphalt Mix Design Review.....	each.....	\$ 130.00
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Remarks

1. Portal to portal from 3730 Dacoma Street in Houston, Texas.
2. HOURS/OVERTIME: Overtime is classified as any time worked over 40 hours in a work week.



**ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES**

CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

General Notes

1. General

- 1.1 All construction materials engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by Engineer for Fort Bend Grand Parkway Toll Road Authority (Authority) must be authorized by the Authority or its authorized representatives
- 1.2 Services not specifically authorized will not be paid for.
- 1.3 Failure to perform specified services in accordance with Authority requirements may result in cancellation of Engineer's agreement with the Authority.

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 Engineer.
- 2.2 All construction materials engineering reports ("Reports") relating to Services performed by the Engineer shall be reviewed and signed by the Engineer. The Engineer does not need to sign specimen pick-ups or project cancellation reports.
- 2.3 Authority shall also compensate Engineer when attending Project-related on-site and progress meetings at the request of the Authority.
- 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 prefabricated 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 Engineer's certified engineering technicians in accordance with the Fee Schedule.
 - 3.3.1 A non-certified technician may be allowed to assist a certified technician on a Project provided two or more technicians are required.

- 3.3.2 Specimen Pickup shall be performed, whenever possible, as 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 advance 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 Certified technicians shall carry their certification wallet cards with them on the Project.

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.

5. Reporting

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

- 5.1 Reports shall contain hours of service for each visit to the Project including Specimen Pickup.
- 5.2 All Reports must be received by the Authority within 14 calendar days of the original date of service or completion of required laboratory tests.
- 5.3 Final reports presenting strength test results shall be sent to the Authority within three (3) business days following the test date.

6. Compensation

- 6.1 Compensation of Engineer for personnel performing sampling, testing, and inspection shall be as stated in the Fee Schedule.
- 6.2 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.

- 6.3 Fees for Services performed on an hourly basis shall be recorded to the nearest $\frac{1}{4}$ (0.25) hour and will be compensated at the applicable rate.
- 6.4 Overtime for field services is applicable for any hours worked over 40 hours per week. No overtime will be paid without prior approval from the Authority.
- 6.5 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.
- 6.6 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 $\frac{1}{4}$ hour.
- 6.7 A minimum of a 30-minute unpaid lunch shall be taken by the field technician for work of eight (8) hours or more unless otherwise approved in writing by the Authority.
- 6.8 Authority shall compensate Engineer for travel time between the Engineer's facility and the Authority's Project or other Project-related location. The maximum time compensated for this travel is 1 hour total/roundtrip/day (30 minutes each way).
- 6.9 If a technician has departed for the Project, prior to receipt of a cancellation notice by Engineer, Engineer shall be compensated at the applicable technician rate for the time required to Engineer's facility plus applicable Vehicle Charge. A four (4) hour minimum shall apply.
- 6.10 Engineer may be reimbursed by Authority for services of a qualified subcontractor or consultant, authorized in advance by the Authority, at cost plus 10%.
- 6.11 All reimbursable expenses shall receive prior approval from the Authority and supported by documentation acceptable to the Authority. Receipts and documentation for reimbursable expenses must be submitted with the Engineer's invoice for the reimbursable expense.

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 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 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."