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COUNTY OF FORT BEND

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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Construction Materials Testing – Ransom Rd)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Earth Engineering, Inc. ("Engineer"), a Texas corporation. County and Engineer may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Engineer is a geotechnical, environmental, and materials testing engineering firm which provides such services in the Greater Houston area; and

WHEREAS, County desires for Engineer to provide construction materials testing services for the widening of Ransom Road under Mobility Bond Project No. 17102; and

WHEREAS, Engineer represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Engineer is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Engineer shall render services to County as provided in Engineer's Proposal dated January 22, 2024 attached hereto as "Exhibit A" and incorporated herein by reference (the "Engineer's Proposal").

3. **Time for Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2028. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.
4. **Compensation and Payment Terms.**
- (a) Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is Two Hundred Seventy Nine Thousand Nine Hundred Nineteen and 00/100 Dollars (\$279,919.00). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (c) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County 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 for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Two Hundred Seventy Nine Thousand Nine Hundred Nineteen and 00/100 Dollars (\$279,919.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Seventy Nine Thousand Nine Hundred Nineteen and 00/100 Dollars (\$279,919.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Seventy Nine Thousand Nine Hundred Nineteen and 00/100 Dollars (\$279,919.00).

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/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 in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (d) 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.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

Engineer shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. ENGINEER SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.
10. **No Limitation of Liability.** Nothing contained this Agreement or in any Exhibit attached hereto, including any terms or conditions in Engineer's Proposal, shall be interpreted as excluding or limiting the liability of Engineer with respect to the work and Services provided by Engineer under this Agreement.
11. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential.

County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

12. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Engineer in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
13. **Independent Contractor.** In the performance of work or services hereunder, Engineer shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
14. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
15. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
16. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer or agent of Engineer who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security

procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

17. **Confidential and Proprietary Information.** Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matter in Engineer's possession which embody Confidential Information.

Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges

and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

18. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer, including any documents, data, notes, reports, research, graphic presentation materials, and any other related material, shall at all times be the property of County. County, at all times, shall have a right of access to such work product and information. Engineer shall promptly furnish all such work product and data to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation of Engineer which relate to the Services provided under this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later.
20. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Engineer. Upon termination of this Agreement by County, Engineer shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Engineer's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Engineer by County.
21. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other

acts of God; riots, war, or other emergencies; action by a government agency; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

22. **Assignment.** Engineer may not assign this Agreement to another party without the prior written consent of County.
23. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
24. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
25. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Engineer: Earth Engineering, Inc.
4877 Langfield Rd
Houston, Texas 77040

26. **Performance Representation.** Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional

license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

27. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
28. **Conflict.** In the event there is a conflict among the terms of this Agreement and the terms of Engineer's Proposal attached hereto, the terms of this Agreement entitled "Agreement for Professional Engineering Services" shall prevail with regard to the conflict.
29. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
30. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
31. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
32. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
33. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
34. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
35. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
36. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
37. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and

each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

EARTH ENGINEERING, INC.

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski, County Engineer

Authorized Agent – Signature

Authorized Agent- Printed Name

Title

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Engineer's Proposal Follows Behind)



*down to earth solutions
for your complex projects*

EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants

4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • www.eartheng.com

January 22, 2024

Mr. Zach Jacobson, PE, ENV SP
Binkley & Barfield
1710 Seamist Drive
Houston, Texas 77008

Proposal No.: P-EE-2410401-C
Sent via email : zjacobson@binkleybarfield.com

Phone: (281) 851-1106

CONSTRUCTION MATERIALS TESTING PROPOSAL FOR WIDENING AND RECONSTRUCTION OF RANSOM ROAD SUGARLAND CITY LIMIT TO SH 99

Dear Mr. Jacobson

Earth Engineering, Inc. appreciates the opportunity to submit this proposal to provide construction materials testing (CMT) services for the above-referenced project.

SCOPE OF SERVICES

We will provide an engineering technician to perform testing of the following:

- Laboratory Testing
- Compaction Testing / Inspections for (Underground Utilities)
- Compaction Testing / Inspections for (Driveway and Paving Subgrade)
- Concrete Testing / Inspections for (Driveways, Paving and Curbs)

TOTAL ESTIMATED COST OF SERVICES

This document is a time and materials proposal based on the provided drawings and construction schedule.

The estimated cost is **\$279,919.00**

Any additional costs incurred due to adverse weather conditions, contractor unpreparedness, equipment failures, sample retests, cancellations without a 24-hour notice will be billed to the contractor.

You will be billed only for the actual services provided. We will monitor the estimated testing budget during construction and will inform you if the actual services provided vary from the estimate due to items beyond our control.

TERMS AND CONDITIONS

- The client's project manager is responsible for item reconciliation between invoicing, reports, and cost of services rendered.
- Testing and Inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Documents requirements.
- Any accounting or project management services performed by **Earth Engineering, Inc.** will be billed at a rate of \$120.00 per hour.
- **Earth Engineering, Inc.** will not assume any additional costs incurred due to adverse weather conditions, contractor unpreparedness, equipment failures, cancellations without a 24-hour notice, or acts of God, etc.
- **Earth Engineering, Inc.** will submit a detailed monthly invoice which includes expended amounts and the proposed remaining budget amounts.
- A pre-construction meeting is strongly advised between the Owner, structural engineer, project manager, and the Contractor to review project specifications and the proposed budget.
- A monthly telephone call between the Project Manager and **Earth Engineering, Inc.** is strongly recommended to review invoiced amounts, the remaining budget amount, and upcoming scope of work based on the construction progress schedule.
- **Overtime rates are 1.5 times the hourly rates.**
All hours worked more than eight hours per day.
All hours before 8:00 am and after 5:00 pm Monday through Friday.
All hours worked on Saturday.
(Unless otherwise negotiated)
- **Overtime rates are 2.0 times the hourly rates.**
Sundays and Holidays
- A minimum charge of 4 hours applies to technician services for earthwork, concrete, or asphalt materials plant and/or field inspection and testing. There will be no additional "per test" charge for field density tests.
- All **Earth Engineering, Inc.** vehicles are equipped with GPS tracking system (MyGeoTab).
- All labor rates and transportation charges are invoiced on a portal-to-portal basis.
- A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection or testing services. Work cancelled with less than 4 hours' notice is subject to the minimum charge if a technician has been dispatched to the project site.
- Expenses such as consultant costs, delivery services, equipment rental, reproductions, subcontractor services, supplies, and travel including airfare, car rental, and lodging will be invoiced at cost + 20%

Liability With respect to the services performed by CONSULTANT, its employees, agents, affiliates and subcontractors, damage, costs, expenses, or other liability, direct or indirect, shall be limited to \$279,919.00 or CONSULTANT'S FEE whichever is less. In no cases shall CONSULTANTS be liable for punitive, special, incidental, exemplary, or consequential damages.



ESTIMATED COST OF SERVICE

Service Description	Unit Fee	Amount	Estimated Cost
Laboratory Testing			
Sample Pick Up Hours	\$ 90.00 hour	60 hours	\$5,400.00
Standard Proctor (Raw Soil)	\$ 231.00 each	5 each	\$1,155.00
Standard Proctor (Stabilized Soil)	\$ 256.00 each	5 each	\$1,280.00
Cement Stabilized Sand Compressive Strengths	\$ 81.00 each	10 each	\$810.00
Atterberg Limits	\$ 71.00 each	4 each	\$284.00
Vehicle Charge	\$ 60.00 trip	15 trips	\$900.00
		Subtotal	\$9,829.00
Waterline Compaction Testing / Inspections (+/- 2,250 LF) Est. 45 Trips at 50 LF Daily			
Soil Technician Hours	\$ 90.00 hour	360 hours	\$32,400.00
Soil Technician OT Hours	\$ 135.00 hour	90 hours	\$12,150.00
Nuclear Gauge	\$ 50.00 day	45 days	\$2,250.00
Vehicle Charge	\$ 60.00 trip	45 trips	\$2,700.00
		Subtotal	\$49,500.00
24" RCP Compaction Testing / Inspections (+/- 500 LF) Est. 20 Trips at 25 LF Daily			
Soil Technician Hours	\$ 90.00 hour	160 hours	\$14,400.00
Soil Technician OT Hours	\$ 135.00 hour	40 hours	\$5,400.00
Nuclear Gauge	\$ 50.00 day	20 days	\$1,000.00
Vehicle Charge	\$ 60.00 trip	20 trips	\$1,200.00
		Subtotal	\$22,000.00
6" Precast Manholes Compaction Testing / Inspections Est. 12 Trips at 2 Trips Per Manhole			
Soil Technician Hours	\$ 90.00 hour	96 hours	\$8,640.00
Soil Technician OT Hours	\$ 135.00 hour	24 hours	\$3,240.00
Nuclear Gauge	\$ 50.00 day	12 days	\$600.00
Vehicle Charge	\$ 60.00 trip	12 trips	\$720.00
		Subtotal	\$13,200.00
3'x5' Junction Boxes Compaction Testing / Inspections Est. 16 Trips at 2 Trips Per Junction Box			
Soil Technician Hours	\$ 90.00 hour	128 hours	\$11,520.00
Soil Technician OT Hours	\$ 135.00 hour	32 hours	\$4,320.00
Nuclear Gauge	\$ 50.00 day	16 days	\$800.00
Vehicle Charge	\$ 60.00 trip	16 trips	\$960.00
		Subtotal	\$17,600.00
4'x2' Reinforce Concrete Boxes Compaction Testing / Inspections (+/- 1,090 LF) Est. 42 Trips at 25 LF Daily			
Soil Technician Hours	\$ 90.00 hour	336 hours	\$30,240.00
Soil Technician OT Hours	\$ 135.00 hour	84 hours	\$11,340.00
Nuclear Gauge	\$ 50.00 day	42 days	\$2,100.00
Vehicle Charge	\$ 60.00 trip	42 trips	\$2,520.00
		Subtotal	\$46,200.00
4'x3' Reinforce Concrete Boxes Compaction Testing / Inspections (+/- 780 LF) Est. 32 Trips at 25 LF Daily			
Soil Technician Hours	\$ 90.00 hour	256 hours	\$23,040.00
Soil Technician OT Hours	\$ 135.00 hour	64 hours	\$8,640.00
Nuclear Gauge	\$ 50.00 day	32 days	\$1,600.00
Vehicle Charge	\$ 60.00 trip	32 trips	\$1,920.00
		Subtotal	\$35,200.00
6" Paving Subgrade Stabilization and Compaction (+/- 55,380 SF) Est 30,000 SF Per Stabilization Phase			
Soil Technician Hours	\$ 90.00 hour	48 hours	\$4,320.00
Lime Slurry Percent Solids	\$ 50.00 each	4 each	\$200.00
Gradations	\$ 60.00 each	11 each	\$660.00
Lime Depth Check	\$ 20.00 each	11 each	\$220.00
Nuclear Gauge	\$ 50.00 day	2 day	\$100.00
Vehicle Charge	\$ 60.00 trip	6 trips	\$360.00
		Subtotal	\$5,860.00
8" Paving Subgrade Stabilization and Compaction (+/- 87,960 SF) Est 30,000 SF Per Stabilization Phase			
Soil Technician Hours	\$ 90.00 hour	72 hours	\$6,480.00
Lime Slurry Percent Solids	\$ 50.00 each	7 each	\$350.00
Gradations	\$ 60.00 each	18 each	\$1,080.00
Lime Depth Check	\$ 20.00 each	18 each	\$360.00
Nuclear Gauge	\$ 50.00 day	3 day	\$150.00
Vehicle Charge	\$ 60.00 trip	9 trips	\$540.00
		Subtotal	\$8,960.00
6" Cement Treated Base Subgrade Stabilization and Compaction (+/- 6,160 SF) Est 2 Trips			
Soil Technician Hours	\$ 90.00 hour	16 hours	\$1,440.00
Nuclear Gauge	\$ 50.00 day	2 day	\$100.00
Vehicle Charge	\$ 60.00 trip	2 trips	\$120.00
		Subtotal	\$1,660.00
8" Roadway Paving Concrete Testing / Inspections (+/- 1,690 Cyds) Est. 8 Pours at 200 Cyds Per Pour			
Concrete Technician Hours	\$ 90.00 hour	64 hours	\$5,760.00
Concrete Cylinders Cast	\$ 20.00 each	68 cylinders	\$1,360.00
Concrete Cylinder Pick Up	\$ 90.00 hour	32 hours	\$2,880.00
Vehicle Charge	\$ 60.00 trip	16 trips	\$960.00
		Subtotal	\$10,960.00
8" Fast Track Concrete Testing / Inspections (+/- 320 Cyds) Est. 4 pours at 80 Cyds Per Pour			
Concrete Technician Hours	\$ 90.00 hour	24 hours	\$2,160.00
Concrete Cylinders Cast	\$ 20.00 each	16 cylinders	\$320.00
Concrete Cylinder Pick Up	\$ 90.00 hour	16 hours	\$1,440.00
Vehicle Charge	\$ 60.00 trip	8 trips	\$480.00
		Subtotal	\$4,400.00
5 Total 8" Driveways Concrete Testing / Inspections (+/- 80 Cyds) Est. 5 Pours			
Concrete Technician Hours	\$ 90.00 hour	30 hours	\$2,700.00
Concrete Cylinders Cast	\$ 20.00 each	20 cylinders	\$400.00
Concrete Cylinder Pick Up	\$ 90.00 hour	20 hours	\$1,800.00
Vehicle Charge	\$ 60.00 trip	10 trips	\$600.00
		Subtotal	\$5,500.00
Type II Curbs Concrete Testing / Inspections (+/- 20 Cyds) Est. 2 Trips			
Concrete Technician Hours	\$ 90.00 hour	12 hours	\$1,080.00
Concrete Cylinders Cast	\$ 20.00 each	8 cylinders	\$160.00
Concrete Cylinder Pick Up	\$ 90.00 hour	8 hours	\$720.00
Vehicle Charge	\$ 60.00 trip	4 trips	\$240.00
		Subtotal	\$2,200.00
6" Curbs Concrete Testing / Inspections (+/- 30 Cyds) Est. 2 Trips			
Concrete Technician Hours	\$ 90.00 hour	12 hours	\$1,080.00
Concrete Cylinders Cast	\$ 20.00 each	8 cylinders	\$160.00
Concrete Cylinder Pick Up	\$ 90.00 hour	8 hours	\$720.00
Vehicle Charge	\$ 60.00 trip	4 trips	\$240.00
		Subtotal	\$2,200.00
Project Coordinator / Clerical	\$ 70.00 hour	220 hours	\$15,400.00
Engineer Report Reviews	\$ 250.00 hour	115 hours	\$28,750.00
Compliance Packet	\$ 500.00 each	1 each	\$500.00
		Total	\$279,919.00



Note:

1. Earth Engineering, Inc. are called upon to monitor the ongoing daily field activities which are determined by the contractor during the construction progress of the project.
2. Earth Engineering, Inc. cannot expedite or slow down the pace of work since the daily construction activities are controlled by the contractor and his schedule.
3. Any additional cost incurred due to adverse weather conditions, contractor unpreparedness, equipment failures, samples retests, cancellations without a 24-hour notice will be billed to the client.

INSURANCE

Earth Engineering inc. maintains the following insurance:

- Professional Liability (errors and omissions): **one million/two million (aggregate).**
- General Liability: **two million.**
- Workman's Compensation: **one million.**
- Commercial Auto Insurance: **one million.**
- Umbrella Insurance: **five million**



PROPOSAL ACCEPTANCE

If this proposal meets with your approval, please sign, and return it to my attention. A signed facsimile of the agreement is acceptable, with the original to follow in the mail. This proposal will be held open for a period of 45 calendar days.

Thank you for the opportunity to submit this proposal. We will be contacting you shortly to answer any questions you may have regarding this proposal.

The client will be billed only for tests or inspections requested by the Owner and Contractor.

Sincerely,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

Moe A. Shihadeh, P.E., D.GE
Principal / Diplomate Geotechnical Engineering

Proposal Acceptance:

SIGNATURE: _____

PRINT NAME: _____

COMPANY NAME: _____

TITLE: _____

DATE: _____

