

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 Earth Engineering, Inc., hereinafter called “Engineer.”

WITNESSETH

WHEREAS, the Fort Bend County Toll Road Authority (FBCTRA) proposes to construct the extension of the Fort Bend Westpark Tollway from Bois D’Arc Lane/Charger Way to west of Spring Green/FM 723 (Project 101-1032), in Fort Bend County, Texas, (the “Project”);

WHEREAS, the FBCTRA 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 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 Agreement is \$350,000.00. 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 \$350,000.00.

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

- 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 FBCTRA, 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 FBCTRA. 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 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 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 FBCTRA 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 FBCTRA). 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 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 the Agreement shall terminate on August 31, 2026.

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 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 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 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 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 Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.
- c. If the FBCTRA 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 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 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 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 at reasonable times during normal business hours. FBCTRA’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 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 completion or termination of this Agreement, as applicable. Engineer will deliver the Documents to FBCTRA 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 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 FBCTRA'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'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 FBCTRA that Engineer is permitted to use in connection with the services will not be used without FBCTRA's consent and shall remain 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 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 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

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 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 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 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 or 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. 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 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, c/o Greenberg Taurig, LLP, 1000 Louisiana Street, Suite 6700, Houston, Texas, 77002, Attention: James Hernandez, 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 Earth Engineering, Inc., 4877 Langfield Road, Houston, Texas 77040, Attention: Moe Shihadeh, 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 |

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 117.003, 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 FBCTRA, 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 FBCTRA may be obtained by contacting the FBCTRA's records administrator at (713) 374-3540.

[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 17 day of June, 2024.

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

By: James D. Rice
Name: James D. Rice
Title: Chairman

Earth Engineering, Inc.
ENGINEER

By: M. A. Shihadeh
Name: Moe A. Shihadeh, P.E. D. GE
Title: Founding Principal

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 B
 Geotechnical Engineering and Construction Materials Engineering Services
 Labor and Unit Rates
 April 1, 2024

Categories	Code	Description	Standard	Unit	Rate
Labor Rates	10100	Principal, P.E.		Hr.	266
Labor Rates	10200	Senior Engineer, P.E. (10 yrs experience)		Hr.	218
Labor Rates	10300	Project Engineer, P.E. or Project Geologist, P.G.		Hr.	176
Labor Rates	10400	Graduate Engineer, Graduate Geologist or Project Manager		Hr.	122
Labor Rates	10500	Technician, NICET IV		Hr.	112
Labor Rates	10600	Technician, NICET III, HMA – II		Hr.	107
Labor Rates	10700	Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102		Hr.	96
Labor Rates	10750	Technician, ACI Field Grade I and TxDOT Soil SB –102		Hr.	83
Labor Rates	10800	Technician, ACI Field Grade I, TxDOT Soil SB – 101, or SB-102 or HMA – 1B		Hr.	69
Labor Rates	10900	Technician (Non-Certified)		Hr.	59
Labor Rates	11000	Senior Certified Welding Inspector, SCWI or Non Destructive Tester, ACCP Level III		Hr.	138
Labor Rates	11100	Welding Inspector, CWI or Non Destructive Tester, ACCP II		Hr.	122
Labor Rates	11200	Associate Welding Inspector CAWI		Hr.	80
Labor Rates	11400	Non Destructive Tester, ACCP II with Assistant (2 man crew)		Hr.	181
Labor Rates	11500	Administrative Assistant and Clerical Support		Hr.	75
Labor Rates	15000	Vehicle Charge		Hr.	13
Labor Rates	15100	Reimbursable Expenses			Cost+10%
Labor Rates	15200	Services provided by quotation			Cost+10%
Aggregates	20100	Sieve Analysis – Coarse Aggregates	C136	Ea.	66
Aggregates	20200	Sieve Analysis – Fine Aggregates	C136	Ea.	66
Aggregates	20300	Rel. Density & Absorption – Coarse Aggregates	C127	Ea.	98
Aggregates	20400	Rel. Density & Absorption – Fine Aggregates	C128	Ea.	119
Aggregates	20500	Bulk Density & Voids in Aggregate	C29	Ea.	46
Aggregates	20600	Absorption – Coarse Aggregates	C127	Ea.	54
Aggregates	20700	Absorption – Fine Aggregates	C128	Ea.	54
Aggregates	20800	Finer Than 75-um (No. 200) Sieve	C117	Ea.	60
Aggregates	20900	Organic Impurities in Fine Aggregates	C40	Ea.	59
Aggregates	21000	L.A Abrasion (Fine and Coarse Aggregate)	C131/535	Ea.	251
Aggregates	21100	Clay Lumps and Friable Particles	C142	Ea.	67
Aggregates	21200	Lightweight Particles	C123	Ea.	320
Aggregates	21300	Sand Equivalent	D2419	Ea.	79
Aggregates	21400	Na/Mg Sulfate Soundness of Aggregates (5 Cycles)	C88	Ea.	426
Aggregates	21500	Na/Mg Sulfate Soundness of Aggregates (add'l Cycles)	C88	Ea.	246

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Categories	Code	Description	Standard	Unit	Rate
Portland Cement Concrete	30050	Mix Design Review	None	Ea.	533
Portland Cement Concrete	30100	Compressive Str. Cylinder	C39	Ea.	21
Portland Cement Concrete	30200	Flexural Str. Beam	C78	Ea.	33
Portland Cement Concrete	30300	Split Tensile Str.(Incl prep)	C496	Ea.	132
Portland Cement Concrete	30400	Time of Set by Penetration	C403	Ea.	409
Portland Cement Concrete	30500	Linear Shrinkage & Thermal Coef (Bar)	C531	Set 3	395
Portland Cement Concrete	30600	Length Change of Hydraulic-Cement Mortar and Concrete	C490/C157	Set 3	156
Portland Cement Concrete	30700	Density of Structural Lightweight Concrete	C567	Ea	98
Portland Cement Concrete	30800	Concrete Coring, Minimum Charge	C42	Min	639
Portland Cement Concrete	30900	Concrete Coring (4" Diameter to 6" Thickness)	C42	Ea.	127
Portland Cement Concrete	31000	Concrete Coring, 4", Additional Thickness (Over 6" to 12")	C42	In	12
Portland Cement Concrete	31100	Concrete Coring, Additional Thickness (Over 12")	C42	In	15
Portland Cement Concrete	31110	Concrete Coring (6" Diameter to 6" Thickness)	C42	Ea.	192
Portland Cement Concrete	31112	Concrete Coring, 6", Additional Thickness (Over 6" to 12")	C42	In	18
Portland Cement Concrete	31113	Concrete Coring, 6", Additional Thickness (Over 12")	C42	In	24
Portland Cement Concrete	31200	Preparation of Core, Cap & Test	C42	Ea.	95
Portland Cement Concrete	31300	Measuring Length of Core	C174	Ea.	34
Portland Cement Concrete	31400	Pachometer Survey (Magnetic Induction)	None	Day	116
Portland Cement Concrete	31500	Probe Penetration Test Equipment (Plus Probes)	C803	Day	111
HMAC	40100	Mix Design Review	None	Ea.	533
HMAC	40200	HMAC Design (In-Place)	None	Ea.	2780
HMAC	40300	Trial Batch (Up to 5 Points) Excludes Testing	None	Ea.	1966
HMAC	40400	Additional Points	None	Ea.	283
HMAC	40500	Extraction/Gradation	Tex-210F	Ea.	245
HMAC	40600	Specific Gravity	D2041 & Tex-201F	Ea.	87
HMAC	40700	HVEEM Stability	Tex-208F	Set	115
HMAC	40800	Bulk Density – Lab Molded or Cores	Tex-207F	Set	65
HMAC	40900	Bulk Density Core	Tex-207F	Ea.	62
HMAC	41000	Molding Specimens	Tex-206F	Set	77
HMAC	41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea.	110
HMAC	41200	Apparent Specific Gravity	Tex-202F	Ea.	82
HMAC	41300	Abson Recovery	Tex-211F	Ea.	394
HMAC	41400	Moisture Susceptibility	Tex-531C	Ea.	573

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Categories	Code	Description	Standard	Unit	Rate
HMAC	41500	Penetration	D5	Ea.	104
HMAC	41600	Ductility	D113	Ea.	138
HMAC	41700	Viscosity	D2170	Ea.	115
HMAC	41800	Asphalt Coring, Minimum Charge	None	Min.	639
HMAC	41900	Asphalt Coring (4" Dia. to 6" Thickness)	None	Ea	113
HMAC	42000	Asphalt Coring (4" Dia. over 6" Thickness)	None	In	11
HMAC	42150	Asphalt Coring (6" Dia. to 6" Thickness)	None	Ea.	180
HMAC	42160	Asphalt Coring (6" Dia. over 6" Thickness)	None	In	16
HMAC	42200	Measuring Thickness of Asphalt	D3549	Ea.	27
HMAC	42300	PMA Extraction/Gradation	D2172	Ea.	328
HMAC	42400	PMA Extraction/Gradation	D6307	Ea.	203
HMAC	42500	Asphalt Content	D4125	Ea.	104
HMAC	42600	Molding Superpave Specimens	Tex-241-F	Set	565
HMAC	42700	Hamburg Wheel	Tex-242-F	Ea.	1130
Structural Steel	50100	Radiographic Source, Iridium	None	Day	148
Structural Steel	50200	Radiographic Source, Cobalt 60	None	Day	171
Structural Steel	50300	Ultrasonic Equipment	E114/E273/E587/E797	Day	110
Structural Steel	50400	Magnetic Particle Inspection	E709	Day	44
Structural Steel	50500	Skidmore-Wilhelm Tension Indicator	None	Day	174
Structural Steel	50600	Torque Wrench	None	Day	64
Structural Steel	50700	Discontinuity (Holiday) Equipment	None	Day	115
Structural Steel	50800	Dry Film Thickness Equipment (Tooke Gauge)	D4138	Day	44
Structural Steel	50900	Dry Film Thickness Equipment (Magnetic)	D7091	Day	44
Masonry	60100	Compressive Strength, Mortar Cubes	C109	Set 6	169
Masonry	60200	Compressive Strength, Mortar Cubes	C109	Ea.	28
Masonry	60300	Compressive Strength, Mortar or Grout Cylinder	C780/C39	Ea.	28
Masonry	60400	Compressive Strength, Grout Prism	C1019	Set 3	180
Masonry	60500	Measurement, Brick	C67	Ea.	71
Masonry	60600	Compressive Strength Test, Brick	C67	Ea.	40
Masonry	60700	Flexural Strength Test, Brick	C67	Ea.	55
Masonry	60800	Absorption of Brick, 24 hr.	C67	Ea.	87
Masonry	60900	Absorption of Brick, 5 hr.	C67	Ea.	86
Masonry	61000	Measurement, CMU	C140	Ea.	37

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Categories	Code	Description	Standard	Unit	Rate
Masonry	61100	Weight, CMU	C140	Ea.	104
Masonry	61200	Moisture Content, CMU	C140	Ea.	104
Masonry	61300	Compressive Strength, CMU	C140	Ea.	170
Masonry	61400	Compressive Strength, CMU Hollow Prism	C1314	Ea.	226
Masonry	61500	Compressive Strength, CMU Grouted Prism	C1314	Ea.	339
Fireproofing	70100	Density of SFRM	E605	Ea.	46
Fireproofing	70200	Cohesion/Adhesion of SFRM (Equipment only)	E736	Ea.	35
Roofing	80400	Compressive Strength of Lwt. Insulating Concrete	C495	Set 4	146
Roofing	80500	Compressive Strength of Lwt. Insulating Concrete	C495	Ea.	38
Roofing	80600	Unit Weight of Lwt. Insul. Concrete	C495	Set 2	66
Soils	90100	Liquid and Plastic Limits	D4318	Ea.	76
Soils	90200	Moisture Content of Soils by Mass	D2216	Ea.	12
Soils	90300	Moisture Content by Microwave	D4643	Ea.	38
Soils	90400	Sieve Analysis	D422	Ea.	69
Soils	90500	Sieve Analysis w/ Hydrometer	D422/D7928	Ea.	164
Soils	90600	Percent Passing #200 Sieve	D1140	Ea.	59
Soils	90700	Specific Gravity	D854	Ea.	71
Soils	90800	pH of Soils	D4972	Ea.	21
Soils	90900	Unconfined Compressive Strength	D2166	Ea.	54
Soils	91100	Unconsolidated-undrained Triaxial Compression	D2850	Ea.	77
Soils	91200	One-Dimension Consolidation	D2435	Ea.	479
Soils	91300	Consolidation, Additional Increment	D2435	Ea.	62
Soils	91400	Dispersive Characteristic by Pinhole Test	D4647	Ea.	345
Soils	91500	Dispersive Characteristic by Crumb Test	D6572	Ea.	46
Soils	91600	Double Hydrometer	D4221	Ea.	266
Soils	91700	Soil Suction – Filter Paper	None	Ea.	69
Soils	91900	California Bearing Ratio	D1883	Ea.	259
Soils	92000	Soil Shrinkage Factors by Mercury Method	D427	Ea.	77
Soils	92100	Soil Shrinkage Factors by Wax Method	D4943	Ea.	97
Soils	92200	One-Dimensional Swell, Cohesive Soil	D4546	Ea.	373
Soils	92300	OMD Standard Compaction	D698	Ea.	246
Soils	92400	OMD Modified Compaction	D1557	Ea.	263
Soils	92500	Max. & Min. Density – Sand	D4253/D4254	Ea.	320

ATTACHMENT B
Geotechnical Engineering and Construction Materials Engineering Services
Labor and Unit Rates
April 1, 2024

Categories	Code	Description	Standard	Unit	Rate
Soils	92600	Percent Solids in Lime Slurry	None	Ea.	52
Soils	92700	Optimum Lime Content – pH Method	D6276	Ea.	283
Soils	92800	Optimum Lime Content – PI Method	None	Ea.	292
Soils	94100	Cement Sand Compressive Strength	D1633	Ea.	86
Soils	94200	Cement Content of Soil-Cement	D806	Ea.	377
Soils	94300	Sieve Analysis - Base Material	C136	Ea.	115
Soils	94400	Compressive Strength Treated Base	Tex-120E	Ea.	311
Soils	94500	OMD Standard Compaction, Treated	D698	Ea.	273
Soils	94600	OMD Modified Compaction, Treated	D1557	Ea.	289
Soils	95100	Nuclear Density Gauge	D6938	Hr.	13
Slip-Lining and Manhole Repair	100200	Coring and Strength of Gunite Panel	C42/C39	Core	147
Subsurface Exploration(Geotechnical	110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	None	Ft	24
Subsurface Exploration(Geotechnical	110020	Soil Boring, Intermittent 3-in. dia. (50' to 100')	None	Ft	27
Subsurface Exploration(Geotechnical	110030	Soil Boring, Continuous 3-in. (0 to 20')	None	Ft	27
Subsurface Exploration(Geotechnical	110031	Soil Boring, Continuous 3-in. (20' to 50')	None	Ft	32
Subsurface Exploration(Geotechnical	110032	Soil Boring, Continuous 3-in. (50' to 100')	None	Ft	45
Subsurface Exploration(Geotechnical	110040	Soil Boring over 100' (Surcharge)	None	Ft	12
Subsurface Exploration(Geotechnical	110050	Wash Boring	None	Ft.	15
Subsurface Exploration(Geotechnical	111060	Auger Boring	None	Ft.	14
Subsurface Exploration(Geotechnical	110070	Undisturbed/Split-Spoon in Wash/Auger	None	Ea.	48
Subsurface Exploration(Geotechnical	110071	Piezometer Installation	None	Ft.	26
Subsurface Exploration(Geotechnical	110072	Piezometer Abandonment	None	Ft.	21
Subsurface Exploration(Geotechnical	110080	Grouting of Completed Boring	None	Ft.	13
Subsurface Exploration(Geotechnical	110090	ATV Surcharge	None	Ft.	11
Subsurface Exploration(Geotechnical	110100	Minimum Charge for the Exploration (to be used if charges are less than \$1000.00)	None	LS	1065
Subsurface Exploration(Geotechnical	110110	Mobilization/Demobilization	None	LS	746
Subsurface Exploration(Geotechnical	110120	TDH Cone Penetration Test	None	Ea.	33
Subsurface Exploration(Geotechnical	110130	ATV Mobilization Surcharge	None	LS	266
Subsurface Exploration(Geotechnical	110140	Portable Drilling Rig Operation (Crew of two)	None	Hr	320
Subsurface Exploration(Geotechnical	110150	Standby (Crew of two)	None	Hr	320
Subsurface Exploration(Geotechnical	110160	Daily Mobilization (Crew)	None	Day	565

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 INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1161690

Date Filed:
05/15/2024

Date Acknowledged:
06/18/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Earth Engineering, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Project No. 101-1032
Geotechnical Engineering and/or Construction Materials Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Shihadeh , Juanita	Houston, TX United States	X	
	Shihadeh, P.E., D.GE, Moe	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)