

3. **Time for Performance.** Time for performance of the Scope of Services under this Agreement shall begin with RK's receipt of Notice to Proceed and shall end no later than December 31, 2028. RK 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) RK's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to RK for the Services performed under this Agreement is Two Hundred Thirty Thousand Two Hundred Seventy Six and 00/100 Dollars (\$230,276.00). In no event shall the amount paid by County to RK under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) RK 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 RK based on the following procedures: Upon completion of the tasks identified in the Scope of Services, RK 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. RK shall submit invoices no more frequently than on a monthly basis. 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.** RK 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 Thirty Thousand Two Hundred Seventy Six and 00/100 Dollars (\$230,276.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. RK 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 Thirty Thousand Two Hundred Seventy Six and 00/100 Dollars (\$230,276.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. RK does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that RK may become entitled to and the total maximum sum that County may become liable to pay to RK under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Thirty Thousand Two Hundred Seventy Six and 00/100 Dollars (\$230,276.00).

6. **Non-appropriation.** RK understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify RK 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.** RK understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by RK.
8. **Insurance.** Prior to commencement of the Services, RK 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. RK shall provide certified copies of insurance endorsements and/or policies if requested by County. RK 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. RK 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 RK shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, RK warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement 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 Agreement is completed.

RK shall not commence any portion of the work under this Agreement 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. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, RK 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 RK OR RK'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH RK EXERCISES CONTROL. IN ADDITION, RK SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

10. **Public Information Act.** RK 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 RK 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 RK expressly marked as proprietary or confidential. County shall not be liable to RK 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. RK further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** RK 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. RK, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, RK 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 RK. RK 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.
13. **Use of Customer Name.** RK may use County's name without County's prior written consent only in RK's customer lists. Any other use of County's name by RK must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** RK 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 RK 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 RK shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of RK who, in County's opinion, is incompetent or by his conduct becomes 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, RK shall comply with, and will require that all RK's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to RK 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.

16. **Confidential and Proprietary Information.** RK 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 RK 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 RK 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 RK) publicly known or is contained in a publicly available document; (b) is rightfully in RK'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 RK who can be shown to have had no access to the Confidential Information.

RK agrees to hold Confidential Information in strict confidence, using at least the same degree of care that RK 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. RK 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, RK shall advise County immediately in the event RK 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 RK will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or RK against any such person. RK agrees that, except as directed by County, RK 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, RK will promptly turn over to County all documents, papers, and other matters in RK's possession which embody Confidential Information.

RK 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. RK 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.

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

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by RK, 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. RK shall promptly furnish all such work product and data to County on request. Notwithstanding the foregoing, RK 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.
18. **Inspection of Books and Records.** RK shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation of RK 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. **RK SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to RK. Upon termination of this Agreement by County, RK 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. RK'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 RK by County.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so 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, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, 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.

21. **Assignment.** RK may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and RK 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.
23. **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 RK release any material or information developed or received during the performance of Services hereunder unless RK obtains the express written approval of County or is required to do so by law.
24. **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
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to RK: **RABA KISTNER, INC.**
Attn: Executive Leader
3602 Westchase Dr.
Houston, Texas 77042

25. **Performance Representation.** Pursuant to Section 271.904 of the Texas Local Government Code, RK represents to County that RK has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession (“Professionals”) practicing in the greater Houston metropolitan area. RK 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.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of required services hereunder will be reimbursed to RK only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County’s Travel Policy with those reimbursement limits shall be provided to RK upon request.
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 RK 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 document entitled “Agreement for Professional Engineering Services” and the terms of RK’s Proposal attached hereto, the terms of this document 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, RK hereby verifies that RK 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, RK 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, RK 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, RK 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, RK 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.

{Execution Page Follows}

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

FORT BEND COUNTY, TEXAS

RABA KISTNER, INC.

KP George, County Judge

Date


ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer



Authorized Agent – Signature

Thomas Posey

Authorized Agent- Printed Name

PrincipalEngineer

Title

09/12/24

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

EXHIBIT A

(RK's Proposal Follows Behind)

Proposal No. PHD24-051-00
March 8, 2024



Raba Kistner, Inc.
3602 Westchase Drive
Houston, TX. 77042
www.rkci.com

P 713.996.8990

TBPE Firm F-3257
TBPLS Firm 10193784

Stacy Slawinski, County Engineer
Fort Bend County
301 Jackson St – 4th Floor
Richmond, Texas 77469

**RE: Construction Materials Observation and Testing Services
Fort Bend Parkway Entrance Ramp
Fort Bend County, Texas 77545**

Dear Mr. Slawinski:

Raba Kistner, Inc. (RK) is pleased to be considered by Fort Bend County (CLIENT) to provide Construction Materials Observation and Testing Services on an “on-call” basis for the above-referenced project.

Our opinion of the probable cost of service for this project is **\$230,276.00**.

PROJECT UNDERSTANDING

It is **RK’s** understanding that the project will consist of Entrance Ramp Improvements

Our proposed scope of services and estimated item quantities are based upon our interpretation of the Permit Set drawings dated May 2023. The scope and quantity of the “on-call” services provided will be dependent upon services actually required by CLIENT, CLIENT’S representatives, the design team, and/or the General Contractor and/or its Subcontractors. All services authorized or requested by you, your representatives, the design team, and/or the General Contractor and/or its subcontractors in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

The scope of work includes the observation and testing of the following construction materials:

- Soil sampling of existing soils for Entrance Ramp Subgrade/Fill, Fast Track Concrete Paving Subgrade/Fill, and Retaining Walls
- Field compaction testing soils for Entrance Ramp Subgrade/Fill, Fast Track Concrete Paving Subgrade/Fill, and Retaining Walls
- Concrete sampling Cylinders for Entrance Ramp Paving and Fast Track Paving
- Laboratory testing of soil materials such as moisture-density relationships (Proctor), Atterberg Limits (PI), sieve analysis thru No. 200, lime determination and compressive strength testing of concrete, cement sand, mortar and grout test specimens, and
- Project management, data processing and report review services of laboratory and field test reports.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Cost Breakdown
III	Project Data Sheet

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

RABA KISTNER, INC.

Joseph Baldwin

For: Martin Vila, P.E. F., ASCE
Senior Vice President
MV/JB

(Accepted By)

(Type or Printed Name)

(Title)

(Date)

Copies Submitted: Above (1)

BASIC CHARGES

1. Vehicle and personnel hourly travel charges will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Personnel Travel Time (round trip) 1.0 to 1.5 hour(s)

Vehicle Trip Charge \$ 12.00/Per Trip

2. Vehicle and personnel service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician (and vehicle) leave our office until the person and vehicle return from the project site.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of “normal” work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during “normal” work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. “Normal” work hours are between 6:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during “normal” work hours.
5. Minimum of 4 hours billing per visit to project site, except for concrete cylinder pick up.
6. A fifteen (15) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor’s schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RK** will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RK** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RK** for the project.
8. **RK** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

Attachment II
Cost Breakdown for
Fort Bend County
Fort Bend Parkway Entrance Ramp
Proposal No. PHD24-051-00

	<u>Qty</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
Task 1: Soils - Site Grading, Ramp Paving Subgrade and Fill				
(Assume 120 vists and 60 sample pickups)				
Labor:				
109000 Technician	1100	x \$65.00	/ Hr	= \$71,500.00
109010 Technician OT	100	x \$97.50	/ Hr	= \$9,750.00
150000 Vehicle Charge	192	x \$75.00	/ Trip	= \$14,400.00
90000 Soils Tests				
90100 Liquid and Plastic Limits	12	x \$71.00	/ Ea	= \$852.00
90600 Percent Passing #200 Sieve	10	x \$55.00	/ Ea	= \$550.00
92300 OMD Standard Compaction	10	x \$231.00	/ Ea	= \$2,310.00
94500 OMD Lime or Cement Stabilized Soil	3	x \$256.00	/ Ea	= \$768.00
95100 Nuclear Density Equipment Rental	192	x \$75.00	/ Day	= \$14,400.00
Task 1 Total				\$114,530.00
Task 2: Concrete - Ramping Paving and Fast Track Concrete Paving, and Drill Piers				
(Assume Site 88 Vists and 88 Sample Pickups)				
Labor:				
109000 Technician	880	x \$65.00	/ Hr	= \$57,200.00
109010 Technician OT	100	x \$97.50	/ Hr	= \$9,750.00
150000 Vehicle Charge	157	x \$75.00	/ Trip	= \$11,760.00
30000 Concrete Mix Design Inspection and Testing: (spec. frequency: 4 cylinders per 100 CY)				
30100 Cylinders Test incl. Hold	350	x \$20.00	/ Ea	= \$7,000.00
Task 2 Total				\$85,710.00
Task 3: Professional Services (project management: report review, admin/clerical, meetings, etc.)				
Project Administration Fee (15% Basic Charge)				= \$30,036.00
Task 3 Total				\$30,036.00
 TOTAL				 \$230,276.00

Remarks: A minimum of 4 hours is applicable for all field services. An overtime rate of 1.5 times

the hourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday, Sunday or Holidays.

Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)

Attachment II
PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies () _____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____