STATE OF TEXAS

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COUNTY OF FORT BEND

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County, Texas, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter "County") and HDR Engineering, Inc., (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the parties executed and accepted that certain Professional Services Agreement for construction management and administration services related to Phase II of the construction of a park and ride facility on State Highway 36 at State Highway 59 South, (hereinafter the "Facility"), on February 22, 2011, and as amended on February 14, 2012; and

WHEREAS, the Facility, as substantially completed on <u>March 2012</u>, contains defects that must be repaired and reconstructed (hereinafter the "Project"); and

WHEREAS, the Project will be completed by Millis Development and Construction, Inc., (hereinafter "Contractor"); and

WHEREAS, Consultant has agreed to provide construction management and administration services for the Project at no cost to County; and

WHEREAS. Consultant has agreed to contribute a percentage of the costs of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

SECTION 1 SCOPE OF AGREEMENT

- 1.01 Consultant shall render professional services to County related to the Project as described in the attached Exhibit A.
- 1.02 Consultant shall use professional skill and best efforts to perform all professional services agreed hereunder, in keeping with the professional standard of care provided by consultants in similar projects of similar size and nature in the vicinity of the Project. Consultant shall use its

- professional skill and best efforts to provide that all services hereunder shall be suitable for their intended use. Consultant shall perform its services to meet the agreed upon scope of services herein.
- 1.03 Consultant shall use professional skill and best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. Consultant will promptly inform County to the extent defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project. At the request of County, Consultant shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, or at area funding agency sites and shall permit inspections of its offices by County, or others when requested by County.
- 1.04 County acknowledges and agrees that Consultant's responsibilities under this Agreement consist primarily of advising and consulting with County in connection with the Project. County further acknowledges that Consultant is not itself preparing any design or engineering plans or specifications or performing any of the construction or furnishing any of the materials required for the Project. County agrees that Consultant shall have no liability for or with respect to professional services rendered by others, plans, designs or specifications provided by others, construction work performed by others, or materials furnished by others (including without limitation any architect, engineer, or contractor) in connection with Consultant's responsibilities under this Agreement. However, Consultant has certain review functions related to the Project and remains liable for such review functions.
- 1.05 All work provided under this Agreement shall conform to and be in the format required by federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation are applicable to the Project. Other federal and local funding sources may impose additional and/or differing requirements.

SECTION 2 THE CONSULTANT'S COMPENSATION AND CONTRIBUTION

- 2.01 Consultant shall render the services described in the attached Exhibit A at no cost to County.
- 2.02 Consultant shall contribute thirty (30) percent of the final cost of the Project not to exceed \$11,988.09 to County for payment of the Project.
- 2.03 County shall submit invoices to Consultant on a monthly basis for Consultant's percentage of the cost of services performed by Contractor related to the Project.
- 2.04 Consultant shall submit payment to County for each invoice received from County within fifteen (15) days of receipt of the invoice.

SECTION 3

TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate twelve (12) months from the date of execution by the last party hereto.
- 3.02 Services described in the attached Exhibit A shall be completed in accordance with the schedule provided or within such additional time as may be extended in writing by County.

SECTION 4 TERMINATION

- 4.01 County may terminate this Agreement, in whole or in part, for convenience at any time by providing thirty (30) days written notice to Consultant. Notwithstanding the above if termination is for cause the Consultant shall have the 30 day notice period to cure such cause and shall have failed to so cure.
- 4.02 Upon receipt of termination notice issued by County, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Copies of all competed or partially completed designs, drawings, electronic data files, and specifications and reports of any kind prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in the Agreement.

SECTION 5 OWNERSHIP AND REUSE OF DOCUMENTS

- 5.01 All documents including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed, or prepared by Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the exception of those standard details and specifications regularly used by Consultant in its normal course of business shall be the property of County.
- 5.02 County shall not be entitled to any Documents not deemed final by the Consultant until termination of this Agreement.
- 5.03 Consultant shall deliver all Documents to County within thirty (30) days of the termination of the Agreement and may retain a set of reproducible record copies of the Documents. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Consultant, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of Consultant will be at County's sole risk and without liability or legal exposure to Consultant.
- 5.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

5.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION 6 PERSONNEL, EQUIPMENT, AND MATERIAL

- 6.01 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment or through subcontract for the timely performance of the professional services required under this Agreement. Consultant shall furnish and maintain, at itsown expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 6.02 Save and except in instances in which the independent Consultant relationship is terminated with Consultant, the Fort Bend County Public Transportation Department Director or his/her designee will approve assignment and release of all key personnel with regards to the Project and Consultant shall submit written notification of all key personnel changes for Transportation Director's approval prior to the implementation of such changes. Such approval and release shall not be unreasonably withheld.
- 6.03 All personnel assigned to the Project shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any personnel who, in the opinion of the Transportation Director, is incompetent or by his conduct becomes detrimental to the Project shall, upon the request of the Transportation Director, immediately be removed from association with the Project.
- 6.04 Except as otherwise specified herein, Consultant shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION 7 ITEMS TO BE FURNISHED TO CONSULTANT BY COUNTY

County shall provide to Consultant reasonable assistance in the coordination with all public and governmental entities.

SECTION 8 CONSULTANT'S INSURANCE REQUIREMENTS

8.01 Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Bests 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 insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.
- B. 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.
- C. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- D. Professional Liability insurance with limits not less than \$1,000,000 per claim.
- 8.02 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 8.03 If required coverage is written on a claims-made basis, Consultant represents 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 that work under the Agreement is completed.

SECTION 9 INDEMNIFICATION

- 9.01 CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.
- 9.02 Consultant shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien, or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 9.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Consultant in the defense of each matter.
- 9.03 County shall timely forward to Consultant copies of any and all claims, demands, suits, actions, proceedings, or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Consultant in its defense of each such matter.
- 9.04 CONSULTANT'S DUTY TO INDEMNIFY AND DEFEND COUNTY SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL

- SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.
- 9.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien, or judgment appears to have been caused by or appears to have arisen out of or in connection with negligent acts or omissions of Consultant, Consultant shall never the less fully defend such claim, demand, suit, action, proceeding, lien, or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter. In such event, County shall promptly reimburse Consultant for its costs of defense.
- 9.06 In the event that any such matter being so defended by Consultant also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel at the County's expense.
- 9.07 Consultant shall have the full authority to resolve all matters being defended by it providing such settlements shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 9.08 In the event of any final judicial determination or award of any matter covered by this Section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 9.09 The provision by Consultant of insurance shall not limit the liability of Consultant under this Agreement.
- 9.10 Consultant shall cause all contractors and subcontractors who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement to agree to indemnify and defend County from all claims for bodily injury and property damage that may arise from said contractor or subcontractor's operations. Such provisions shall be in a form satisfactory to County.
- 9.11 County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Consultant providing such insurance.

SECTION 10 DISPUTE RESOLUTION

- 10.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.
- 10.02 In the event County or Consultant desire to mediate any dispute, that party shall the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- 10.03 All expenses associated with mediation shall be shared fifty (50) percent by each party.
- 10.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or in equity under any applicable statutes of limitation.

SECTION 11 NOTICE

- 11.01 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 11.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County

Public Transportation Department ATTN: Paulette Shelton, Director 12550 Emily Court, Suite 400 Sugar Land, Texas 77478

With a copy to: Fort Bend County

Attn: County Judge

301 Jackson Street, Suite 719 Richmond, Texas 77469

Contractor: HDR Engineering, Inc.

4635 Southwest Freeway, Suite 1000

Houston, Texas 77027

- 11.03 A Notice is effective only if the party giving or making the Notice has complied with subsections 11.01 and 11.02 and if the addressee has received the Notice. A Notice is deemed received as follows:
 - A. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - B. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 12 REPORT OF ACCIDENTS

- 12.01 Within twenty-four (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 Consultant), Consultant shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto.
- 12.02 Consultant shall also immediately send County a copy of any summons, subpoena, notice, or other document served upon Consultant, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Consultant's performance of work under this Agreement.

SECTION 13 LIMITATIONS Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating County 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 County shall have any personal obligation hereunder.

SECTION 14 ASSIGNMENT AND DELEGATION

- 14.01 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- 14.02 Neither party may delegate any performance under this Agreement.
- 14.03 Any purported assignment of rights or delegation of performance in violation of this Section is void.

SECTION 15 PUBLIC CONTACT

- 15.01 Contact with any media, citizens of Fort Bend County, or governmental agencies shall be subject to the approval of County.
- 15.02 Under no circumstances whatsoever shall Consultant release any material or information developed or received from County in the performance of Consultant's services hereunder without the express written permission of County, except where required to do so by law.

SECTION 16 MODIFICATIONS

The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

SECTION 17 INDEPENDENT CONTRACTOR

- 17.01 In the performance of work or services hereunder, Contractor 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 contractor or, where permitted, of its subcontractors.
- 17.02 Contractor 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.

SECTION 18 THIRD PARTY BENEFICIARIES

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

SECTION 19 COMPLIANCE WITH LAWS

Contractor 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 by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION 20 APPLICABLE LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

SECTION 21 SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

SECTION 22 CAPTIONS

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

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 $\frac{287}{200}$ day of

FORT BEND COUNTY

Robert E. Hebert, County Judge

approved by commissioners Court 5-28-13

HDR ENGINEERING, INC.

Authorized Agent- Signature DAVIDENESTON

VICEPAES DOST

	Authorized Agent- Printed Name
ATTEST:	
Janne Wilson	Title
Dianne Wilson, County Clerk	Date



EXHIBIT A

SCOPE OF SERVICES

QA/QC Services (To be completed within 5 days of the contract execution)

- Complete a QA/QC review of the plans and specifications with markups to be submitted to the engineer of record for changes.
- Coordinate with Fort Bend County Purchasing in finalizing the project manual by appending the technical specifications prepared by the engineer of record with the County legal documentation including but not limited to insurance, bonding requirements and general conditions prior to construction start.
- Meet with Fort Bend County Drainage District, Fort Bend County, City of Rosenberg, FTA and TxDOT, as necessary to determine if all requirements have been met for permit applications.
- Establish DBE goals and plans for construction contractor per FTA requirements prior to construction start.

Construction Administration

- Act as the County's Project representative during the construction phase.
 - Act as County's liaison with adjacent Municipalities, outside Agencies, Right of Way Managers and Private Utility Companies, and the Construction Contractor
 - Coordinate scheduling and resolution of unforeseen utility conflicts
- Review and respond accordingly to all submittals as required by the contract specifications.
 - Construction Schedule
 - Sub-Contractors
 - TCEQ Filings
 - Tree Protection/Preservation plans and schedules
 - Pre-construction Photographs
 - Trench safety systems
 - Manufacturer's data on materials used in the project
 - Meet or exceed federal requirements
- Conduct a pre-construction conference with the Contractor, County staff, and Private Utility Company Representatives to discuss schedules, notifications, conflict resolutions and other construction concerns.
- Coordinate scheduling and review laboratory test results for Construction Material Testing throughout the construction phase:
 - Field density testing and moisture testing on backfill and subgrade
 - Lime stabilized subgrade gradation tests
 - Lime stabilized subgrade depth checks
 - Concrete monitoring and testing for paving
 - Related laboratory testing services
 - Tests for pressure and/or leakage on piping systems

- Notify Contractor and County of failing Construction Material Testing results and necessary further action upon receiving a failure notification from the testing laboratory.
- Conduct bi-weekly progress meetings throughout the construction process to discuss construction progress, problems and scheduling of work
- Monitor and confirm DBE requirements are met by the contractor. Contractor to provide records and/or documentation verifying that requirements are met.
- Monitor and confirm "Buy America" requirements are met by the contractor. Contractor to provide records and/or documentation verifying that requirements are met.
- Monitor and confirm "Davis Bacon" requirements are met by the contractor. Contractor to provide records and/or documentation verifying that requirements are met.
- Monitor site for any environmental concerns and notify contractor and county of any finding and necessary action.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the County.
 - Compare the Contractor application to our Site Representative's daily report
 - Compare quantities to the construction plans
 - Perform site visits to observe status and condition of work
 - Prepare recommendation for payment of Contractor's application
- Provide engineering and technical office personnel support throughout construction to include:
 - Process and file data compiled by the Site Representative such as daily reports, construction photographs, notes and sketches, material receipt such as lime for subgrade stabilization, cement stabilized sand, concrete and asphalt
 - Compare material receipt quantities for pay items to confirm design parameters are met
 - Provide written documentation when the Site Representative does not receive full cooperation from the Contractor's Superintendent regarding adherence to the construction contract documents
 - Provide support to the on-site representative(s) through supervisory and administrative services through answering questions about plans, contacting agencies as needed and addressing engineering questions and issues in the field with engineer of record.
- Address contractor requested clarifications and interpretations of the Contract Documents with County.
- Prepare any required change orders for processing and approval by the County.
- Visit the site and meet with the Contractor and Site Representative at intervals appropriate to
 the various stages of construction to observe the progress and quality of executed work and to
 determine in general if such work is proceeding in accordance with the Contract Documents.
- Provide one set of Record Drawings prepared by the Contractor to the City and to Fort Bend

County.

- Check the contractor's as-built drawings with the notes, sketches and photographs compiled by the site representative throughout the project
- Incorporate any field change drawings made during construction
- Prepare CAD Record Drawings based on the Contractor's and Site Representative's data and submit to Ft. Bend County for record file.
- On a monthly basis, provide Fort Bend County all required documents, reports, logs and records.
 All documentation to be provided to Fort Bend County within 10 days of construction completion.

Construction Observation

- Provide on-site representative(s) to observe the progress and quality of the work by the Contractor(s). It is anticipated that the on-site representative(s) will be on site an average of 40 hours each week for the duration of the Project.
- The on-site representative(s) will provide daily reports on the status of the construction to include:
 - Weather conditions
 - Contractor's work force, equipment and manpower, hours worked
 - Laboratory testing activities
 - Performance testing of water and sewer lines
 - Construction activities at the site
 - Field measured pay item quantities
 - Noteworthy occurrences
 - Weekly observation to ensure that project complies with environmental (CE) recommendations
 - DBE
 - Buy America
 - Davis Bacon
- The on-site representative(s) will attend meetings such as pre-construction conference, progress
 meetings and other project related meetings. At a minimum, a bi-monthly progress meeting will
 be conducted with the County throughout the construction process to discuss construction
 progress, scheduling of work and any problems. County progress meetings can be part of or in
 conjunction with weekly progress meetings held with contractor.
- The on-site representative(s) will take pre-construction photographs and periodic photographs of the construction progress and of key items of concern.
- The on-site representative(s) will coordinate and schedule the activities of the testing laboratory.
- The on-site representative(s) will coordinate with the County and the Contractor for construction scheduling, resident notification and communication.
 - Scheduling water or sewer disruptions to minimize inconvenience to residents

- Coordination of repairs of utilities accidentally impacted, notification of utility owner, fire and police department when applicable
- Coordination of notification to impacted property owners and County staff for impending construction activities and access disruptions
- The on-site representative(s) will assist in the performance of a final inspection, the preparation
 of a punch list and subsequent follow up inspections. Final inspection to include review of site
 with Contractor, County, Engineer and Construction Manager. An additional review of site after
 completion of punch list items will be performed to determine if all punch list items have been
 completed.
- The on-site representative(s) will assemble and maintain notes, comments, sketches, and supporting data related to the project to assist in the preparation of record drawings.

Construction Material Testing

- Field density testing and moisture testing on backfill and subgrade.
- Lime stabilized subgrade gradation tests.
- Lime stabilized subgrade depth checks.
- Concrete monitoring and testing for paving.
- Related laboratory testing services.