

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend Grand Parkway Toll Road Authority, a transportation corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBGPTRA" and Associated Testing Laboratories, Inc., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBGPTRA proposes to construct the southbound frontage road and the Sansbury Road intersection on Fort Bend Grand Parkway Toll Road Segment C, Sec C-1 from IH 69/US 59 to Rabbs Bayou in Fort Bend County, Texas, (the "Project");

WHEREAS, the FBGPTRA desires to enter into an agreement with Engineer for the performance of services during the Project, and which are within the "Scope of Services" as defined in paragraph 2 below;

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

AGREEMENT

1. General

The Engineer shall render professional services to FBGPTRA related to the Project as defined in the Scope of Services in Attachment A.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

2. Compensation and Payment

- a. The Maximum Compensation under this contract is \$75,000.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved change order.

Compensation for the performance of services within the Scope of Services described in Attachment A shall be in accordance with the billing rates shown in Attachment B, with total compensation not to exceed \$75,000.00. Payments for work detailed in Attachment A will be made as such work is performed.

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

- b. Out-of-pocket expense costs may be reimbursed only when approved in advance and authorized by the FBGPTRA. Payment will be made on the basis of project completion certificate and, time and expense records and in accordance with those payment procedures set forth in subparagraph 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 additional services not within the original Scope of Services, the Engineer will be reimbursed for subcontractors' actual salaries and hourly rates, including overtime rates. Reimbursement to the Subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Engineer. For subcontractors employed for the convenience of the FBGPTRA, the Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to the Engineer by the FBGPTRA based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the FBGPTRA two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBGPTRA.) It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County employees established by the Fort Bend County Auditor. The FBGPTRA shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor. The County shall pay each such invoice as approved by the FBGPTRA within thirty (30) calendar days after the FBGPTRA's approval of same.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end on January 23, 2017.

4. The FBGPTRA's Option to Terminate

- a. The FBGPTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the FBGPTRA shall compensate the Engineer in accordance with paragraph 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBGPTRA. The Engineer's final invoice for said services will be

presented to and paid by the FBGPTRA in the same manner set forth in paragraph 3(b), above.

- b. Termination of this Agreement and payment as described in subparagraph (a) of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the FBGPTRA and the Engineer under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Paragraph 6 shall survive the termination of this Agreement.
- c. If the FBGPTRA terminates this Agreement as provided in this paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The FBGPTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the FBGPTRA by virtue of this Agreement or otherwise. Failure of the FBGPTRA to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the FBGPTRA within 30 days or upon Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the FBGPTRA, or any duly authorized agent of the FBGPTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. FBGPTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the FBGPTRA subject to all of the following terms and conditions; provided, however, FBGPTRA shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until termination of this Agreement. Engineer will deliver the Documents to FBGPTRA within 30 days of the termination of this agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that

FBGPTRA will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at District's sole risk and without liability or legal exposure to Engineer.

FBGPTRA shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Engineer and FBGPTRA that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to FBGPTRA all of Engineer worldwide right, title and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBGPTRA that Engineer is permitted to use in connection with the services will not be used without FBGPTRA's consent and shall remain in the sole and exclusive properties of FBGPTRA and this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBGPTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBGPTRA will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the FBGPTRA's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the FBGPTRA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the FBGPTRA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the FBGPTRA

The following items will be supplied to the Engineer:

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the FBGPTRA. Responsibility to the FBGPTRA for sublet work shall remain with the Engineer.

10. Conference

At the request of the FBGPTRA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the FBGPTRA, or at the site of the Project, and shall permit inspections of its offices by the FBGPTRA, or others when requested by the FBGPTRA.

11. Appearance as Witness

If requested by the FBGPTRA, or on its behalf, the Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the FBGPTRA's Executive Director 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 made in accordance with the schedule contained in Exhibit B.

12. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the FBGPTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth in Attachment C.

14. Indemnification

With respect to claims brought by third parties against either Engineer of the FBGPTRA relating to the property or facilities with respect to which this Agreement pertains, Engineer and the FBGPTRA agree as follows:

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBGPTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE FBGPTRA OR STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the FBGPTRA and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand or cause of action within 30 days after such third party claim, demand or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Termination, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBGPTRA and the Engineer agree to submit the dispute to mediation. In the event the FBGPTRA or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for

submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the FBGPTRA and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the FBGPTRA under this Agreement shall be delivered to the Fort Bend Grand Parkway Toll Road Authority, P.O. Box 1307, Richmond, Texas 77406, Attention: Mike Stone, 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 Associated Testing Laboratories, Inc., 3143 Yellowstone Blvd., Houston, Texas 77054, Attention: Priti Singh, CEO, or such other place or places as the Engineer may designate by written notice delivered to the FBGPTRA.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the FBGPTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBGPTRA a copy of any summons, subpoena, notice, other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The FBGPTRA's Acts

Anything to be done under this Agreement by the FBGPTRA may be done by such persons, corporations, or firms as the FBGPTRA may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBGPTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBGPTRA and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of

the State of Texas, and no officer, director, or employee of the FBGPTRA shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The FBGPTRA and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

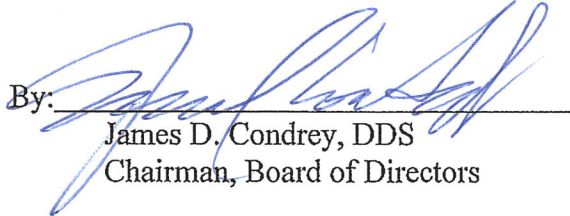
23. Appendices

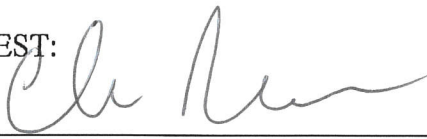
The Appendices attached to this Agreement, which consists of:

Attachment A	Scope of Services
Attachment B	Compensation for Scope of Services
Attachment C	Insurance Requirements

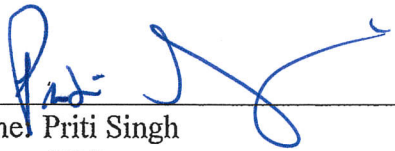
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 17th day of February, 2016.

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

By: 
James D. Condrey, DDS
Chairman, Board of Directors

ATTEST: 
By _____
Secretary, Board of Directors

Associated Testing Laboratories, Inc.
ENGINEER

By: 
Name: Priti Singh
Title: CEO

EFFECTIVE DATE

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

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

**ATTACHMENT A
SCOPE OF SERVICES**

**FORT BEND GRAND PARKWAY TOLL ROAD AT SEGMENT C, SEC C-1
FROM IH 69/US 59 to RABBS BAYOU**

CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

GENERAL DESCRIPTION

The proposed project consists of the construction of the concrete southbound frontage road from IH 69/US 59 to South of Sansbury Road and overlay the Crabb River Road approaches on the Fort Bend Grand Parkway Toll Road Segment C, Sec C-1. The construction work includes embankment, stabilized subgrade, base, asphalt, concrete pavement, concrete structures, foundations, etc. All work is to Texas Department of Transportation (TxDOT) specifications.

SCOPE OF SERVICES

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

- Moisture/density relationship of soils / stabilized soils
- The atterberg limits / percent soil passing No. 20 sieve / soils classification
- Compaction testing of subgrade soils, compaction testing of fill / backfill
- Compressive strength testing of concrete test cylinders
- Compressive strength of cement stabilized sand
- Asphalt testing
- Material mix design review
- Other testing or inspection services as required

Working hours for testing and inspection staff will not be limited to 7 a.m. to 5 p.m. on weekdays, and may include night and weekend work with proper notification.

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

FORT BEND GRAND PARKWAY TOLL ROAD AT SEGMENT C, SEC C-1
FROM IH 69/US 59 to RABBS BAYOU

<u>Personnel</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Minimum</u>
Technician Time (Non- Certified)	\$40.00	hour	4
Technician Time (ACI)	\$51.00	hour	4
Technician Time (II)	\$65.00	hour	4
Technician Nicet (III)	\$75.00	hour	4
Sample Pick Up	\$40.00	hour	3
Schmidt Hammer Testing	\$44.00	hour	4
NDE Tech II- Ultrasonic	\$65.00	hour	4
NDE Tech II- Magnetic Particle	\$65.00	hour	4
NDE Tech-II-Liquid Penetrant	\$65.00	hour	4
Structural Steel Inspection - Bolting Inspector	\$65.00	hour	4
Structural Steel- Visual Welding Inspector	\$65.00	hour	4
Fabrication Inspector	\$65.00	hour	4
Rebar Detection Test	\$65.00	hour	3
Staff Engineer	\$101.00	hour	2
Project Engineer (P.E.)	\$149.00	hour	2
Special Inspection	\$65.00	hour	4
<u>Soil Testing</u>			
Asphalt/Base Coring	\$100.00	each	1
Coring Asph./Base Extra Inches	\$6.00	each	1
% Solids (Lime Slurry)	\$35.00	each	1
Atterberg Limits	\$45.00	each	1
Proctor	\$155.00	each	1
Proctor (Stabilized)	\$165.00	set	1

Proctor (Modified)	\$175.00	each	1
Sieve Analysis (Wet)	\$50.00	each	1
Finer Than 200 Sieve	\$50.00	each	1
Compressive Strength (set)	\$200.00	each	1
Compressive Strength C/S Base TEX120	\$180.00	3/set	1
Nuclear Machine Use	\$48.00	day	1
BTEX	\$120.00	each	1

Reinforcing Steel Testing

Tension Tests	\$55.00	each	3
Tension Tests (Over #11)	\$75.00	each	3
Bend Tests	\$40.00	each	3
Bend Tests (Over #6)	\$50.00	each	3

Concrete Testing

Cylinders	\$15.00	each	1
Beams	\$30.00	each	1
Lt.Wt.Cylinders+Dry Wt.	\$220.00	set	1
Concrete Coring to 6" Depth (4" diameter)	\$120.00	each	1
Coring Extra Inches (over 6"-12")	\$8.50	each	1
Windsor Probes	\$50.00	each	3
Cylinders Made By Client	\$20.00	each	1
Mix Design Verification (Each Piont)	\$160.00	each	1
Mix Design Review	\$110.00	each	1
Cap & Test Specimens	\$70.00	each	1
Sieve Analysis (Dry-Aggr.)	\$45.00	each	1

Sieve Analysis (Wet)	\$50.00	each	1
Specific Gravity (Aggr.)	\$25.00	each	1
Sulfate Soundness, 5 Cycles	\$150.00	each	1
Scratch Hardness (Moh's Hardness)	\$58.00	each	1
Los Angeles Abrasion	\$145.00	each	1
Organic Impurities	\$35.00	each	1
Light Weight Pieces	\$60.00	each	1
Sand Equivalent	\$60.00	each	1
Clay Lumps	\$50.00	each	1

Asphalt Testing

Maximum Theoretical Dens.	\$55.00	each	1
Asphalt/Base Coring	\$100.00	each	1
Coring Asph./Base Extra Inches	\$6.00	inch	1
Molding Specimen	\$55.00	set	1
Lab Density	\$45.00	set	1
Hveem Stability	\$65.00	each	1
Extraction & Gradation	\$140.00	each	1
Bulk Specific Gravity of Cores	\$45.00	each	1
Nuclear Machine Use	\$48.00	day	1

Coring and NDE Testing

Concrete Coring to 6" Depth (4" diameter)	\$120.00	each	1
Cap & Test Specimens	\$70.00	each	1
Windsor Probes	\$50.00	each	3
Schmidt Hammer Testing	\$44.00	hour	2

Rebar Detection Test	\$65.00	hour	3
Floor Flatness/Levelness Testing	\$145.00	hour	4
Floor Moisture Transmission Kit	\$35.00	each	1
Ferriscan	\$125.00	hour	4
<u>Vehicle and miscellaneous</u>			
Vehicle Charge	\$72.00	day	1
Extra mileage over 100 miles	\$0.72	mile	1

General Notes

1. General

- 1.1 All construction materials engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by Consultant ("Engineer") for Fort Bend Grand Parkway Toll Road Authority must be authorized by Fort Bend Grand Parkway Toll Road Authority.
- 1.2 Services not specifically authorized by Fort Bend Grand Parkway Toll Road Authority will not be paid for.

2. Engineering Services

- 2.1 Engineering Services shall be performed by a professional engineer licensed in the State of Texas and employed full-time by the Consultant.
- 2.2 All construction materials engineering reports ("Reports") relating to Services performed by the Consultant shall be reviewed and signed by Consultant's Engineer. The Consultant's Engineer does not need to sign specimen pick-ups or project cancellation reports.
- 2.3 Fort Bend Grand Parkway Toll Road Authority shall also compensate Consultant when Consultant's Engineer attends Project-related on-site and progress meetings at the request of the Fort Bend Grand Parkway Toll Road Authority.
- 2.4 Overtime will not be allowed for any Engineering Service.

3. Field Services

- 3.1 "Sampling" is defined as the process of procuring materials for subsequent testing or examination that is performed by a certified technician with knowledge of appropriate sampling procedures.

- 3.2 "Specimen Pickup" is defined as the process of retrieving "specimens," usually pre-fabricated in the field such as cylinders, beams, or cubes, and transporting those specimens to the laboratory for subsequent testing or examination.
 - 3.3 Field Services shall be performed by Consultant's certified engineering technicians in accordance with the Fee Schedule.
 - 3.3.1 A non-certified technician maybe allowed to assist a certified technician on a Project provided two or more technicians are required.
 - 3.3.2 Specimen Pickup shall be performed, whenever possible, as a part of a scheduled field trip or by the full-time technician assigned to the Project.
 - 3.3.3 Specimen Pickup not performed as a part of a scheduled field trip or by the technician assigned to the Project shall be compensated at the technician rate.
 - 3.3.4 Field sieve analysis and lime slurry percent-solids determination shall be performed in the field as part of the field inspection without an additional testing charge.
 - 3.3.5 The rates for coring of Portland cement concrete or asphaltic concrete are inclusive of the field representative's time, all equipment , and patching of the core hole with a conventional concrete mixture for concrete or cold-patching asphaltic materials for asphaltic concrete. The rates for coring do not include a Vehicle Charge. Patching with specialty materials (such as non-shrink repair mortar) must be approved in advanced by Fort Bend Grand Parkway Toll Road Authority and any approved specialty patching materials will be reimbursed by Fort Bend Grand Parkway Toll Road Authority at cost plus 10%.
 - 3.3.6 A minimum of 30-minute unpaid lunch shall be taken by the field technician for work over eight (8) hours unless otherwise approved in writing by the Fort Bend County.
 - 3.3.7 Certified technicians shall carry their certification wallet cards with them on the Project.
 - 3.4 Fort Bend Grand Parkway Toll Road Authority shall compensate Consultant for travel time between the Consultant's facility and the Fort Bend Grand Parkway Toll Road Authority's Project or other Project- related location. The maximum time compensated for this travel is 1 hour total / roundtrip (30 minutes each way).
4. Laboratory Services
- 4.1 Fees for laboratory tests are inclusive of sample preparation unless specifically noted in this Attachment. Compensation shall not be paid for personnel services and/or materials related to such testing, except as specifically noted in this Attachment.
 - 4.2 Unless otherwise requested by Fort Bend Grand Parkway Toll Authority, an aggregate correction factor will not be determined for use in adjusting the aggregate gradation and asphalt content when testing HMAC in accordance with ASTM D6307.

Laboratory reports should include a note indicating that an aggregate correction factor was not used.

5. Other Services

5.1 Geotechnical Services

5.1.1 All geotechnical borings shall be staked by Consultant and shall be compensated at the rate not to exceed that for a Graduate Engineer.

5.1.2 Geotechnical logging shall be performed by a technician certified in soils or a Graduate Engineer or Graduate Geologist. Unless the services of an Engineer or Geologist are approved by Fort Bend Grand Parkway Toll Road Authority in advance, logging shall be compensated at the NICET Level II technician rate. Costs for logging services shall be in addition to fees for geotechnical drilling and sampling services.

5.1.3 Geotechnical borings shall be drilled at increments of 5-ft.

5.2 Traffic Control

5.2.1 If traffic control is necessary during geotechnical field operations, qualified personnel or a qualified subcontractor should be engaged to provide traffic control. Proposed use of traffic control must be approved in advance by the Fort Bend Grand Parkway Toll Road Authority.

6. Reporting

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

6.1 Reports shall contain the following:

6.1.1 Project Name, Consultant Report number, and Fort Bend Grand Parkway Toll Road Authority Job No.

6.1.2 Personnel name and certification typed or printed legibly.

6.1.3 Time of departure from Consultant's facility.

6.1.4 Time of arrival at Project.

6.1.5 Standby time, if any.

6.1.6 Services requested and performed.

6.1.7 Time of departure from Fort Bend Grand Parkway Toll Road Authority.

6.1.8 Time of arrival at Consultant's facility.

6.1.9 Overtime hours, if any.

6.1.10 Appropriate Specification and/or Test Method.

6.1.11 Signature of Engineer reviewing Report.

6.2 Reports shall contain hours of service for each visit to the Fort Bend Grand Parkway Toll Road Authority Project including Specimen Pickup.

- 6.3 All Reports must be received by the Fort Bend Grand Parkway Toll Road Authority within 14 calendar days of the original date of service or completion of required laboratory tests.
- 6.4 Final reports presenting strength test results shall be sent to Fort Bend Grand Parkway Toll Road Authority within three (3) business days following the test date.

7. Compensation

- 7.1 Compensation of Consultant for personnel performing sampling, testing, inspection, and traffic control services shall be as stated in the Fee Schedule and shall include reasonable travel time, as agreed to by Fort Bend Grand Parkway Toll Road Authority, between Consultant's facility and the Fort Bend Grand Parkway Toll Road Authority's Project.
- 7.2 Fees for Services are inclusive of all tools, equipment and consumable supplies needed to perform the subject services, except as specifically noted in this Attachment.
- 7.3 Fees for Services performed on an hourly basis shall be recorded to the nearest $\frac{1}{4}$ (0.25) hour and will be compensated at the applicable rate.
- 7.4 Overtime for field services is applicable for any hours worked over 8 hours per day or over 40 hours per week. No overtime will be paid without prior approval from the Authority.
- 7.5 A minimum charge of four (4) hours for field technician, vehicle, and equipment (where charged on an hourly rate) shall apply to each visit to the Project site or to an authorized off-site location for sampling, observation, inspection, or testing as outlined in the Fee Schedule. The maximum Vehicle Charge shall be eight (8) hours at the rate outlined in the Fee Schedule.
- 7.6 All hourly services invoiced shall be accompanied by the Company representative's signed time sheet or daily report, including the name and classification of the individual. Hourly services shall be invoiced to the nearest $\frac{1}{4}$ hour.
- 7.7 A minimum of 30-minute lunch shall be taken for continuous work of eight (8) hours or more on a single Project.
- 7.8 If a technician has departed for the Project, prior to receipt of a cancellation notice by Consultant, Consultant shall be compensated at the applicable technician rate for the time required to Consultant's facility plus applicable Vehicle Charge. A four (4) hour minimum shall apply.
- 7.9 If a technician/inspector is assigned to more than one Fort Bend Grand Parkway Toll Road Authority Project in one day, his or her actual time on both Projects shall be charged (i.e. no minimum charge for both Projects), provided the total time exceeds four (4) hours. All hours invoiced must be supported by copies of Reports and a signed time-sheet or daily activity report sheets, which contains the name of the personnel and their certification, shall be signed by third-party inspector or contractor, if available.
- 7.10 Reproduction charges shall be compensated at current commercial rates.

7.11 All reimbursable expenses of Consultant shall be supported by documentation acceptable to the Fort Bend Grand Parkway Toll Road Authority. Reimbursables such as photographs, reproduction material, delivery, background checks, safety training/orientation, traffic control, parking, and badging, etc., shall be invoiced and reimbursed at cost plus 10%. Receipts for reimbursable expenses must be submitted with the Consultant's invoice for the reimbursable expense.

**ATTACHMENT C
INSURANCE REQUIREMENTS**

**FORT BEND GRAND PARKWAY TOLL ROAD AT SEGMENT C, SEC C-1
FROM IH 69/US 59 to RABBS BAYOU**

The Engineer shall furnish certificates of insurance to the FBGPTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the FBGPTRA with at least 30 days prior written notice of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - \$2,000,000 general aggregate limit
 - \$1,000,000 each occurrence, combined single limit
 - \$2,000,000 aggregate Products, combined single limit
 - \$1,000,000 aggregate Personal Injury/Advertising Liability
 - \$50,000 Fire Legal Liability
 - \$5,000 Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

The FBGPTRA and the FBGPTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the FBGPTRA and the FBGPTRA's Directors, with the exception of insurance required under paragraph "e."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TALLAS INSURANCE AGENCY 14015 Southwest Freeway Ste 5 Sugar Land, TX 77478	CONTACT NAME: Jeff Tallas PHONE (A/C, No, Ext): (713) 271-2000 E-MAIL ADDRESS: office@tallasins.com	FAX (A/C, No): (713) 271-4141
	INSURER(S) AFFORDING COVERAGE	
INSURED ASSOCIATED TEST LABORATORIES, INC. 3143 YELLOWSTONE BLVD. HOUSTON, TX 77054	INSURER A: The Travelers Indemnity Co. of Conn.	NAIC# 25682
	INSURER B: TEXAS MUTUAL INSURANCE CO	22945
	INSURER C: FARMERS INSURANCE	24392
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

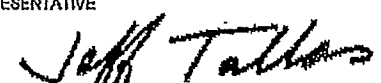
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	03/21/15	03/21/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		[REDACTED]	05/09/15	05/09/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	03/21/15	03/21/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	[REDACTED]	03/21/15	03/21/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT INFO: FOR! BEND GRAND PARKWAY TOLL ROAD SECTION C-1

The FBGPTRA and the FBGPTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the FBGPTRA and the FBGPTRA's Directors, with the exception of insurance required under paragraph "e."

CERTIFICATE HOLDER FBGPTRA C/O BROWN AND GAY ENGINEERS 10777 WESTHEIMER, SUITE 400 HOUSTON, TX 77042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Associated Testing Laboratories
Houston, TX United States

Certificate Number:
2016-12663

Date Filed:
02/11/2016

Date Acknowledged:
2/12/16

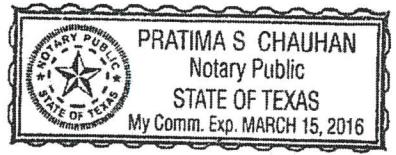
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
FBGPTRA

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 goods or services to be provided under the contract.
GPC-020
Professional Laboratory Testing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said chris vila, this the 11th day of Feb, 2016, to certify which, witness my hand and seal of office.

[Signature] Signature of officer administering oath
Pratima chauhan Printed name of officer administering oath
Notary public Title of officer administering oath

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Associated Testing Laboratories
 Houston, TX United States

Certificate Number:
 2016-12663

Date Filed:
 02/11/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 FBGPTRA

Date Acknowledged:
 02/12/2016

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 goods or services to be provided under the contract.
 GPC-020
 Professional Laboratory Testing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath