

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Earth Engineering, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services, including construction materials testing for the construction of Old Needville-Fairchilds Road from FM 361 to Fairchilds Long Point Road, under the Fort Bend County 2013 and 2017 Mobility Bond Programs – Old Needville-Fairchilds – Project Nos. 13109 and 17109 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in Contractor's Construction Materials Testing Proposal No. P-EE1914402-C dated June 21, 2019, attached hereto as Exhibit A and incorporated herein for all purposes.

Section 2. Personnel

2.1 Contractor 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 Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

Agreement for Professional Engineering Services
 2013 and 2017 Mobility Bond Project Nos. 13109 and 17109

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2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is two hundred forty-eight thousand nine hundred fifty-five dollars and no/100 (\$248,955.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor 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 forty-eight thousand nine hundred fifty-five dollars and no/100 (\$248,955.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed two hundred forty-eight thousand nine hundred fifty-five dollars and no/100 (\$248,955.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than March 31, 2021. Contractor shall

complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

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

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's

final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) 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:

10.1.1 Workers' Compensation insurance. 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.

10.1.2 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.

10.1.3 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.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 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 Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

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

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

12.3 Contractor 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. Contractor 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.

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

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 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.

13.2 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 14. Notices

14.1 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).

14.2 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 Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Contractor: Earth Engineering, Inc.
Attn: Moe A. Shihadeh, P.E., President
4877 Langfield Road
Houston, Texas 77040

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 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.

14.3.2 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 15. 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 16. Standard of Care

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

17.1 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.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. 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 19. Successors and Assigns

County and Contractor 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.

Section 20. Third Party Beneficiaries

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

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. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. 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.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

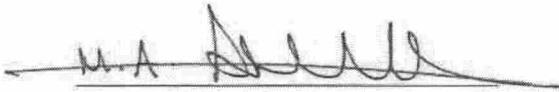
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

EARTH ENGINEERING, INC



KP George, County Judge



Moe A. Shihadeh, President

9-24-2019

Date

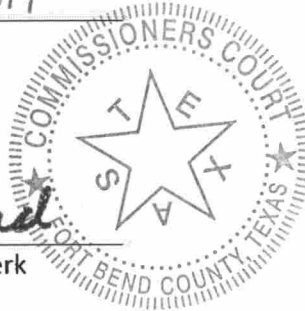
8/15/2019

Date


ATTEST:



Laura Richard, County Clerk

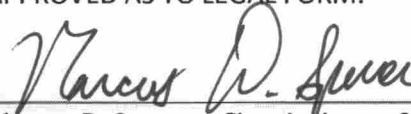


APPROVED:



J. Stacy Slawinski, P.E., County Engineer

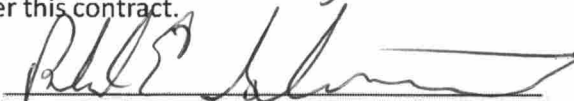
APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 248,955.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Old Needville-Fairchilds\Agreement - ONF CMT.EEL.docx 8/9/2019

EXHIBIT A



EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • www.eartheng.com

June 21, 2019

Mr. Robert W. Barnett, P.E.
Vice President /Transportation
LJA Engineering
2929 Briarpark Drive Suite #600
Houston, Texas 77042

Proposal No.: P-EE1914402-C
Sent via email: rbarnett@lja.com

Phone: (713) 953-5200

CONSTRUCTION MATERIALS TESTING PROPOSAL FOR OLD NEEDVILLE FAIRCHILD ROAD FM 361 OR FAIRCHILD LONG POINT ROAD

Dear Mr. Barnett:

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

SCOPE OF SERVICES

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

- Laboratory Testing
- Compaction Testing / Inspection (Underground Utilities)
- Paving Stabilization and Compaction
- Compaction Testing Asphalt Base
- Compaction Testing For Asphalt

TOTAL ESTIMATED COST OF SERVICES

This proposal is a time and materials contract with a do not exceed service cost of **\$248,955.00**. Any additional costs incurred due to adverse weather conditions, contractor unpreparedness, equipment failures, sample retests, cancellations without a 24-hour notice will be billed to the contractor.

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

TERMS AND CONDITIONS

- Project Manager Report Review at \$90/hour includes project report reviews and administrative processing charged at .25 hours per test report.
- All reports requiring Professional Engineer Review and Stamp will be charged a flat rate of \$250.00 per report.
- A Word Processor at \$48/hour includes report preparation charged at 0.5 hours per report with a minimum of 2 hours per invoice.
- This proposal is a time and materials contract with a do not exceed maximum of \$248,955.
- Earth Engineerin, Inc will not assume any additional costs incurred due to adverse weather conditions, contractor unpreparedness, equipment failures, cancellations without a 24-hour notice, or acts of God, etc.
- Earth Engineering, Inc. will submit a detailed monthly invoice which includes expended amounts and the proposed remaining budget amounts.
- A pre-construction meeting is strongly advised between the Owner, structural engineer, project manager, and the Contractor to review project specifications and the proposed budget.
- A monthly telephone call between the Project Manager and Earth Engineering is strongly recommended to review invoiced amounts, the remaining budget amount, and upcoming scope of work based on the construction progress schedule.
- **Overtime rates are 1.5 times the hourly rates.** Overtime rates are applicable as follows:
 - All hours worked in excess of eight hours per day.
 - All hours before 8:00 am and after 5:00 pm; Monday through Friday. (Unless otherwise negotiated)
 - All hours worked on Saturday.
- **Overtime rates are 2.0 times the hourly rates.** Overtime rates are applicable as follows:
 - Sundays and Holidays
- A minimum charge of 4 hours applies to technician services for earthwork, concrete, or asphalt materials plant and/or field inspection and testing. There will be no additional "per test" charge for field density tests.
- All Earth Engineering vehicles are equipped with GPS tracking system (Teletrac).
- All labor rates and transportation charges are invoiced on a portal-to-portal basis.
- A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection or testing services. Work cancelled with less than 4 hours' notice is subject to the minimum charge if technician has been dispatched to the project site.
- Expenses such as consultant costs, delivery services, equipment rental, reproductions, subcontractor services, supplies, and travel including airfare, car rental, and lodging will be invoiced at cost + 20%



ESTIMATED COST OF SERVICE

Item	Code	Service Description	Unit Fee	Amount	Estimated Cost
Laboratory Testing					
1	10700	Sample Pick Up Hours	\$ 65.00 hour	20 hours	\$1,300.00
2	92300	Standard Proctor (Raw Soil)	\$ 175.00 each	10 each	\$1,750.00
3	94500	Standard Proctor (Stabilized Soil)	\$ 200.00 each	6 each	\$1,200.00
4	92400	Standard Proctor (Modified)	\$ 200.00 each	6 each	\$1,200.00
5	94100	Cement Sand Compressive Strength	\$ 71.00 each	30 each	\$2,130.00
6	90100	Atterberg Limits	\$ 55.00 each	12 each	\$660.00
7	40800	Asphalt Lab Density	\$ 54.00 each	114 each	\$6,156.00
8	41100	Asphalt Theoretical Density	\$ 91.00 each	114 each	\$10,374.00
9	40600	Specific Gravity	\$ 72.00 each	114 each	\$8,208.00
10	40700	Asphalt Hveem Stability	\$ 95.00 Set	114 sets	\$10,830.00
11	40500	Asphalt Extraction Gradation	\$ 203.00 each	114 each	\$23,142.00
12	15000	Vehicle Charge	\$ 10.00 hour	20 hours	\$200.00
13				Subtotal	\$67,150.00
Proof Roll Inspections					
14	10700	Soil Technician Hours	\$ 65.00 hour	86 hours	\$5,590.00
15	15000	Vehicle Charge	\$ 10.00 hour	86 hours	\$860.00
16				Subtotal	\$6,450.00
Backfill Testing (Utilities +/- 9,000 LF) Est 100 LF Daily					
17	10700	Soil Technician Hours	\$ 65.00 hour	300 hours	\$19,500.00
18	10700	Soil Technician OT Hours	\$ 97.50 hour	120 hours	\$11,700.00
19	95100	Nuclear Gauge	\$ 10.50 hour	420 hours	\$4,410.00
20	15000	Vehicle Charge	\$ 10.00 hour	420 hours	\$4,200.00
21				Subtotal	\$39,810.00
Paving Subgrade Stabilization and Compaction (+/- 740,000 Sq. Ft.)					
22	10700	Soil Technician Hours	\$ 65.00 hour	300 hours	\$19,500.00
23	10700	Soil Technician OT Hours	\$ 97.50 hour	100 hours	\$9,750.00
25	92600	Percent Solid in Lime Slurry	\$ 43.00 each	70 each	\$3,010.00
26	95100	Nuclear Gauge	\$ 10.00 hour	400 hours	\$4,000.00
27	15000	Vehicle Charge	\$ 10.50 hour	400 hours	\$4,200.00
28				Subtotal	\$40,460.00
8" Asphalt Stabilized Black Base Compaction (+/- 740,000 Sq. Ft.) 800 Tons Daily @ 41 Trips					
29	10700	Soil Technician Hours	\$ 65.00 hour	328 hours	\$21,320.00
30	10700	Soil Technician OT Hours	\$ 97.50 hour	164 hours	\$15,990.00
31	95100	Nuclear Gauge	\$ 10.00 hour	492 hours	\$4,920.00
32	15000	Vehicle Charge	\$ 10.50 hour	492 hours	\$5,166.00
33				Subtotal	\$47,396.00
6" Asphalt Stabilized Black Base Compaction (+/- 740,000 Sq. Ft.) 800 Tons Daily @ 2 Trips					
34	10700	Soil Technician Hours	\$ 65.00 hour	16 hours	\$1,040.00
35	10700	Soil Technician OT Hours	\$ 97.50 hour	8 hours	\$780.00
36	95100	Nuclear Gauge	\$ 10.00 hour	24 hours	\$240.00
37	15000	Vehicle Charge	\$ 10.50 hour	24 hours	\$252.00
38				Subtotal	\$2,312.00
Asphalt 2.5" Paving Surface Compaction (+/- 740,000 Sq. Ft.) 800 Tons Daily @ 13 Trips					
39	10700	Soil Technician Hours	\$ 65.00 hour	100 hours	\$6,500.00
40	10700	Soil Technician OT Hours	\$ 97.50 hour	50 hours	\$4,875.00
41	95100	Nuclear Gauge	\$ 10.00 hour	150 hours	\$1,500.00
42	15000	Vehicle Charge	\$ 10.50 hour	150 hours	\$1,575.00
43				Subtotal	\$14,450.00
44	10200	Senior Engineer, P.E. Report Reviews	\$ 183.00 hour	169 hours	\$30,927.00
45				Total	\$248,955.00



Note :

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

INSURANCE

Earth Engineering inc. maintains the following insurance:

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



PROPOSAL ACCEPTANCE

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

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

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

Sincerely,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

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

ACCEPTED BY:

SIGNATURE: _____

PRINT NAME: _____

COMPANY NAME: _____

TITLE: _____

DATE: _____





Down to Earth Solutions
for your Complex Projects

Geotechnical, Materials Testing & Environmental Consultants

4877 Langfield Road * Houston, Texas 77040-6638 * 713-681-5311 * Fax: 713-681-5411 * eartheng.com

PROJECT DATA SHEET

Project Name:	
Project Location:	
Your Job No.:	Purchase Order No.:
Project Manager:	Phone:

NUMBER AND DISTRIBUTION OF DAILY REPORTS

#1 Name:	#2 Name:
Company:	Company:
Address:	Address
Telephone No.:	Telephone No.:
Fax No.:	Fax No.:

#3 Name:	#4 Name:
Company:	Company:
Address:	Address:
Telephone No.:	Telephone No.:
Fax No.:	Fax No.:

INVOICING

Name:
Company:
Address:
Telephone No.
Fax No.
Site Contact:
Other Pertinent Information:



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-537683

Date Filed:
09/09/2019

Date Acknowledged:
09/24/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
EARTH ENGINEERING, INC.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
17109-Old Needville-Fairchild
Construction Materials Testing

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)