

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 HVJ Associates, Inc., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBGPTRA, in conjunction with the Fort Bend County Toll Road Authority (FBCTRA) proposes to maintain, design and construct portions of the Fort Bend Grand Parkway Toll Road, Fort Bend Westpark Tollway, and Fort Bend Parkway Toll Road, 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, that are within the scope of services in Attachment A ("Scope of Services");

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

AGREEMENT

1. General

The Engineer shall render professional services to 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 Agreement is \$40,000.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as hourly labor, unit costs, and expenses (billing rates) as shown in Attachment B, in an amount not to exceed \$40,000.00.

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

- b. All performance of the Scope of Services and any services outside the Scope of Services (“Additional Services”), including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the FBGPTRA, and Additional Services will be reimbursed based on the billing rates in effect at that time, to the extent that such labor costs and subcontracts are reasonable and necessary for the performance of such services. Out-of-pocket expense costs may be reimbursed only when approved in advance and authorized by the FBGPTRA. Payment will be made on the basis of project progress to be billed monthly, and, for Additional Services, on the basis of time and expense records, and, in all cases, in accordance with those payment procedures set forth in subsection d. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.
- c. Where subcontractors are employed by the Engineer to perform pre-approved and pre-authorized Additional Services, the Engineer will be reimbursed for subcontractors’ actual salaries and hourly rates, including overtime rates. Reimbursement to the subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Engineer. For subcontractors employed for the convenience of the 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 twentieth day of each month during the performance of services hereunder and on or about the twentieth day of the month following completion of all services hereunder, the Engineer shall submit to the FBGPTRA one (1) copy of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for any Additional Services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBGPTRA). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County (the “County”) employees established by the Fort Bend County Auditor (the “Auditor”). The 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 the Agreement shall terminate on December 31, 2022.

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 Section 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the 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 Section 2(d), above.
- b. Termination of this Agreement and payment as described in subsection (a) of this section shall extinguish all rights, duties, obligations, and liabilities of the 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 Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.
- c. If the FBGPTRA terminates this Agreement as provided in this section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The 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 of the Termination Date or upon Engineer's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

Upon written notice (including email), the Engineer will permit the 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 at reasonable times during normal business hours. FBGPTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

Upon payment in full for undisputed amounts of Engineer's services, all documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the 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 completion or termination of this Agreement, as applicable. Engineer will deliver the Documents to FBGPTRA within 30 days of the completion or termination of this Agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that 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 FBGPTRA'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's worldwide right, title, and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBGPTRA that Engineer is permitted to use in connection with the services will not be used without FBGPTRA's consent and shall remain 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 a Texas Licensed Professional Engineer.

- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the 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

As applicable, the following items will be supplied to the Engineer:

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

9. Subletting

The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the 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 and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services and compensation will be paid in accordance with Section 2(b).

12. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the 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 or 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. Option to Terminate, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the 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, c/o The Muller Law Group, 202 Century Square Blvd., Sugar Land, Texas, 77478, Attention: Richard Muller, 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 HVJ Associates, Inc., 6120 Dairy Ashford, Houston, Texas 77072, Attention: Hossam Esmail, 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

24. Statutory Terms Applicable To State Political Subdivisions

- a. As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- b. Prior to execution of this Agreement by FBGPTRA, the Engineer will be required to submit a Texas Ethics Commission Form 1295. Please see this website for details related to this disclosure:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- c. Engineer certifies and agrees that it is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153, Texas Government Code.
- d. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of FBGPTRA may be obtained by contacting the FBGPTRA’s records administrator at (281) 500-6050.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 24th day of February, 2021.

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

By: Shoukat Dhanani
Shoukat Dhanani (Feb 25, 2021 11:00 CST)

Name: Shoukat Dhanani

Title: Board President

HVJ Associates, Inc.
ENGINEER

By: Sharmi Vedantam

Name: Sharmi Vedantam

Title: Houston Branch Manager

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
FORT BEND WESTPARK TOLLWAY
FORT BEND PARKWAY TOLL ROAD**

**CONSTRUCTION MATERIALS TESTING & INSPECTION AND GEOTECHNICAL
ENGINEERING SERVICES**

GENERAL DESCRIPTION

Provide on-call construction materials testing & inspection, and geotechnical service services, mostly to support on-going maintenance of the Fort Bend Grand Parkway Toll Road, Fort Bend Westpark Tollway, and the Fort Bend Parkway Toll Road. The work may include materials such as embankment, stabilized subgrade, base, asphalt, concrete pavement, concrete structures, foundations, etc. All work is to Texas Department of Transportation (TxDOT), Fort Bend Grand Parkway Toll Road Authority (FBGPTRA), and Fort Bend County Toll Road Authority (FBCTRA) specifications and requirements.

SCOPE OF SERVICES

Scope of services covered consist of all required materials testing & inspection, and geotechnical services to ensure the work meets TxDOT specifications, including any additional or different requirements of the FBGPTRA and/or FBCTRA. 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
- Geotechnical engineering design support, including reviews and report preparations
- Other testing, inspection, and/or geotechnical 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
 Fee Schedule
 Construction Materials Engineering
 Services Labor and Unit Rates
 Effective: January 1, 2020

Labor Rates

Code	Description	Unit	Current Fee
10100	Principal, P.E.	Hr.	\$250.00
10200	Senior Engineer, P.E. (10 yrs experience)	Hr.	\$205.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	\$165.00
10400	Graduate Engineer, Graduate Geologist or Project Manager	Hr.	\$115.00
10500	Technician, NICET IV	Hr.	\$105.00
10600	Technician, NICET III, HMA – II	Hr.	\$100.00
10700	Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102	Hr.	\$90.00
10750	Technician, ACI Field Grade I and TxDOT Soil SB – 102	Hr.	\$78.00
10800	Technician, ACI Field Grade I, TxDOT Soil SB – 101, or SB-102 or HMA – 1B	Hr.	\$65.00
10900	Technician (Non-Certified)	Hr.	\$55.00
11000	Senior Certified Welding Inspector, SCWI or Non Destructive Tester, ACCP Level III	Hr.	\$130.00
11100	Welding Inspector, CWI or Non Destructive Tester, ACCP II	Hr.	\$115.00
11200	Associate Welding Inspector CAWI	Hr.	\$75.00
11400	Non Destructive Tester, ACCP II with Assistant (2 man crew)	Hr.	\$170.00
11500	Administrative Assistant and Clerical Support	Hr.	\$70.00
15000	Vehicle Charge	Hr.	\$12.00
15100	Reimbursable Expenses	Cost	+10%
15200	Services provided by quotation	Cost	+ 10%

Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

Aggregates

Code	Description	Standard	Unit	Current Fee
20100	Sieve Analysis – Coarse Aggregates	C136	Ea.	\$62.00
20200	Sieve Analysis – Fine Aggregates	C136	Ea.	\$62.00
20300	Rel. Density & Absorption – Coarse Aggregates	C127	Ea.	\$92.00
20400	Rel. Density & Absorption – Fine Aggregates	C128	Ea.	\$112.00
20500	Bulk Density & Voids in Aggregate	C29	Ea.	\$43.00
20600	Absorption – Coarse Aggregates	C127	Ea.	\$51.00
20700	Absorption – Fine Aggregates	C128	Ea.	\$51.00
20800	Finer Than 75-um (No. 200) Sieve	C117	Ea.	\$56.00
20900	Organic Impurities in Fine Aggregates	C40	Ea.	\$55.00
21000	L.A Abrasion (Fine and Coarse Aggregate)	C131/535	Ea.	\$236.00
21100	Clay Lumps and Friable Particles	C142	Ea.	\$63.00
21200	Lightweight Particles	C123	Ea.	\$300.00
21300	Sand Equivalent	D2419	Ea.	\$74.00
21400	Na/Mg Sulfate Soundness of Aggregates (5 Cycles)	C88	Ea.	\$400.00
21500	Na/Mg Sulfate Soundness of Aggregates (add'l Cycles)	C88	Ea.	\$231.00

Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

Portland Cement Concrete

Code	Description	Standard	Unit	Current Fee
30050	Mix Design Review	None	Ea.	\$500.00
30100	Compressive Str. Cylinder	C39	Ea.	\$20.00
30200	Flexural Str. Beam	C78	Ea.	\$31.00
30300	Split Tensile Str. (Incl. Prep)	C496	Ea.	\$124.00
30400	Time of Set by Penetration	C403	Ea.	\$362.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C531	Set 3	\$371.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C490/ C157	Set 3	\$132.00
30700	Density of Structural Lightweight Concrete	C567	Ea.	\$92.00
30800	Concrete Coring, Minimum Charge	C42	Min	\$600.00
30900	Concrete Coring (4" Diameter to 6" Thickness)	C42	Ea.	\$119.00
31000	Concrete Coring, Additional Thickness (Over 6" to 12")	C42	In	\$11.00
31100	Concrete Coring, Additional Thickness (Over 12")	C42	In	\$14.00
31110	Concrete Coring (6" Diameter to 6" Thickness)	C42	Ea.	\$170.00
31112	Concrete Coring 6" Additional Thickness (Over 6" to 12")	C42	In	\$16.00
31113	Concrete Coring 6" Additional Thickness (Over 12")	C42	In	\$21.00
31200	Preparation of Core, Cap & Test	C42	Ea.	\$89.00
31300	Measuring Length of Core	C42	Ea.	\$30.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	\$103.00
31500	Probe Penetration Test Equipment (Plus Probes)	C803	Day	\$104.00

Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

HMAC

Code	Description	Standard	Unit	Current Fee
40100	Mix Design Review	None	Ea.	\$500.00
40200	HMAC Design (In-Place)	None	Ea.	\$2,460.00
40300	Trial Batch (Up to 5 Points) Excludes Testing	None	Ea.	\$1,846.00
40400	Additional Points	None	Ea.	\$266.00
40500	Extraction/Gradation	Tex-210F	Ea.	\$230.00
40600	Specific Gravity	D2041 & Tex-201F	Ea.	\$82.00
40700	HVEEM Stability	Tex-208F	Set	\$108.00
40800	Bulk Density – Lab Molded or Cores	Tex-207F	Set	\$61.00
40900	Bulk Density Core	Tex-207F	Ea.	\$55.00
41000	Molding Specimens	Tex-206F	Set	\$72.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea.	\$103.00
41200	Apparent Specific Gravity	Tex-202F	Ea.	\$77.00
41300	Abson Recovery	Tex-211F	Ea.	\$370.00
41400	Moisture Susceptibility	Tex-531C	Ea.	\$538.00
41500	Penetration	D5	Ea.	\$98.00
41600	Ductility	D113	Ea.	\$130.00
41700	Viscosity	D2170	Ea.	\$108.00
41800	Asphalt Coring, Minimum Charge	None	Min.	\$600.00
41900	Asphalt Coring (4"Dia. to 6" Thickness)	None	Ea	\$106.00
42000	Asphalt Coring (4"Dia. over 6" Thickness)	None	In	\$10.00
42150	Asphalt Coring (6"Dia. to 6" Thickness)	None	Ea.	\$159.00
42160	Asphalt Coring (6"Dia. over 6" Thickness)	None	In	\$14.00
42200	Measuring Thickness of Asphalt	D3549	Ea.	\$25.00
42300	PMA Extraction/Gradation	D2172	Ea.	\$308.00
42400	PMA Extraction/Gradation	D6307	Ea.	\$191.00
42500	Asphalt Content	D4125	Ea.	\$92.00
42600	Molding Superpave Specimens	Tex-241-F	Set	\$500.00

Fee Schedule
Construction Materials Engineering
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42700	Hamburg Wheel	Tex-242-F	Ea.	\$1000.00
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Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

Structural Steel

Code	Description	Standard	Unit	Current Fee
50100	Radiographic Source, Iridium	None	Day	\$139.00
50200	Radiographic Source, Cobalt 60	None	Day	\$161.00
50300	Ultrasonic Equipment	E11 4 E27 3	Day	\$103.00
50400	Magnetic Particle Inspection	E709	Day	\$39.00
50500	Skidmore-Wilhelm Tension Indicator	None	Day	\$154.00
50600	Torque Wrench	None	Day	\$57.00
50700	Discontinuity (Holiday) Equipment	None	Day	\$108.00
50800	Dry Film Thickness Equipment (Tooke Gauge)	D4138	Day	\$39.00
50900	Dry Film Thickness Equipment (Magnetic)	D7091	Day	\$39.00

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Masonry

Code	Description	Standard	Unit	Current Fee
60100	Compressive Strength, Mortar Cubes	C109	Set 6	\$159.00
60200	Compressive Strength, Mortar Cubes	C109	Ea.	\$26.00
60300	Compressive Strength, Mortar or Grout Cylinder	C780/C39	Ea.	\$26.00
60400	Compressive Strength, Grout Prism	C1019	Set 3	\$159.00
60500	Measurement, Brick	C67	Ea.	\$63.00
60600	Compressive Strength Test, Brick	C67	Ea.	\$38.00
60700	Flexural Strength Test, Brick	C67	Ea.	\$49.00
60800	Absorption of Brick, 24 hr.	C67	Ea.	\$82.00
60900	Absorption of Brick, 5 hr.	C67	Ea.	\$81.00
61000	Measurement, CMU	C140	Ea.	\$33.00
61100	Weight, CMU	C140	Ea.	\$92.00
61200	Moisture Content, CMU	C140	Ea.	\$92.00
61300	Compressive Strength, CMU	C140	Ea.	\$150.00
61400	Compressive Strength, CMU Hollow Prism	C1314	Ea.	\$200.00
61500	Compressive Strength, CMU Grouted Prism	C1314	Ea.	\$300.00

Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

Fireproofing

Code	Description	Standard	Unit	Current Fee
70100	Density of SFRM	E605	Ea.	\$43.00
70200	Cohesion/Adhesion of SFRM (Equipment only)	E736	Ea.	\$33.00

Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

Roofing

Code	Description	Standard	Unit	Current Fee
80400	Compressive Strength of Lwt. Insulating Concrete	C495	Set 4	\$129.00
80500	Compressive Strength of Lwt. Insulating Concrete	C495	Ea.	\$34.00
80600	Unit Weight of Lwt. Insul. Concrete	C495	Set 2	\$58.00

Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

Soils

Code	Description	Standard	Unit	Current Fee
90100	Liquid and Plastic Limits	D4318	Ea.	\$71.00
90200	Moisture Content of Soils by Mass	D2216	Ea.	\$11.00
90300	Moisture Content by Microwave	D4643	Ea.	\$34.00
90400	Sieve Analysis	D422	Ea.	\$65.00
90500	Sieve Analysis w/ Hydrometer	D7928	Ea.	\$145.00
90600	Percent Passing #200 Sieve	D1140	Ea.	\$55.00
90700	Specific Gravity	D854	Ea.	\$67.00
90800	pH of Soils	D4972	Ea.	\$20.00
90900	Unconfined Compressive Strength	D2166	Ea.	\$51.00
91100	Unconsolidated-undrained Triaxial Compression	D2850	Ea.	\$72.00
91200	One-Dimension Consolidation	D2435	Ea.	\$450.00
91300	Consolidation, Additional Increment	D2435	Ea.	\$58.00
91400	Dispersive Characteristic by Pinhole Test	D4647	Ea.	\$324.00
91500	Dispersive Characteristic by Crumb Test	D6572	Ea.	\$43.00
91600	Double Hydrometer	D4221	Ea.	\$250.00
91700	Soil Suction – Filter Paper	None	Ea.	\$65.00
91900	California Bearing Ratio	D1883	Ea.	\$243.00
92000	Soil Shrinkage Factors by Mercury Method	D427	Ea.	\$72.00
92100	Soil Shrinkage Factors by Wax Method	D4943	Ea.	\$86.00
92200	One-Dimensional Swell, Cohesive Soil	D4546	Ea.	\$350.00
92300	OMD Standard Compaction	D698	Ea.	\$231.00
92400	OMD Modified Compaction	D1557	Ea.	\$247.00
92500	Max. & Min. Density – Sand	D4253 D4254	Ea.	\$300.00
92600	Percent Solids in Lime Slurry	None	Ea.	\$49.00
92700	Optimum Lime Content – pH Method	D6276	Ea.	\$266.00
92800	Optimum Lime Content – PI Method	None	Ea.	\$274.00
94100	Cement Sand Compressive Strength	D1633	Ea.	\$81.00
94200	Cement Content of Soil-Cement	D806	Ea.	\$354.00
94300	Sieve Analysis - Base Material	C136	Ea.	\$108.00
94400	Compressive Strength Treated Base	Tex-120E	Ea.	\$292.00
94500	OMD Standard Compaction, Treated	D698	Ea.	\$256.00
94600	OMD Modified Compaction, Treated	D1557	Ea.	\$271.00
95100	Nuclear Density Gauge	D6938	Hr.	\$12.00

Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

Slip-Lining and Manhole Repair

Code	Description	Standard	Unit	Current Fee
100200	Coring and Strength of Gunite Panel	C42/C39	Core	\$137.86

Fee Schedule
Construction Materials Engineering
Services Labor and Unit Rates
Effective: January 1, 2020

**Subsurface Exploration
(Geotechnical Drilling)**

Code	Description	Standard	Unit	Current Fee
110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	None	Ft	\$23.00
110020	Soil Boring, Intermittent 3-in. dia. (50' to 100')	None	Ft	\$25.00
110030	Soil Boring, Continuous 3-in. (0 to 20')	None	Ft	\$25.00
110031	Soil Boring, Continuous 3-in. (20' to 50')	None	Ft	\$30.00
110032	Soil Boring, Continuous 3-in. (50' to 100')	None	Ft	\$40.00
110040	Soil Boring over 100' (Surcharge)	None	Ft	\$10.00
110050	Wash Boring	None	Ft.	\$14.00
111060	Auger Boring	None	Ft.	\$13.00
110070	Undisturbed/Split-Spoon in Wash/Auger	None	Ea.	\$45.00
110071	Piezometer Installation	None	Ft.	\$24.00
110072	Piezometer Abandonment	None	Ft.	\$20.00
110080	Grouting of Completed Boring	None	Ft.	\$12.00
110090	ATV Surcharge	None	Ft.	\$10.00
110100	Minimum Charge for the Exploration (to be used if charges are less than \$1000.00)	None	LS	\$1000.00
110110	Mobilization/Demobilization	None	LS	\$700.00
110120	TDH Cone Penetration Test	None	Ea.	\$31.00
110130	ATV Mobilization Surcharge	None	LS	\$250.00
110140	Portable Drilling Rig Operation (Crew of two)	None	Hr	\$300.00
110150	Standby (Crew of two)	None	Hr	\$300.00
110160	Daily Mobilization (Crew)	None	Day	\$500.00

Attachment C

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."




FBGPTRA-Engineering Services Agrmt HVJ

Final Audit Report

2021-02-25

Created:	2021-02-25
By:	Keely Campbell (keely@mullerlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3k1fgP6rK77Q7OryeuHCR6ph_IBD354v

"FBGPTRA-Engineering Services Agrmt HVJ" History

-  Document created by Keely Campbell (keely@mullerlawgroup.com)
2021-02-25 - 1:34:22 AM GMT- IP address: 184.80.241.146
-  Document emailed to Shoukat Dhanani (sdhanani@gulshaninc.com) for signature
2021-02-25 - 1:34:52 AM GMT
-  Email viewed by Shoukat Dhanani (sdhanani@gulshaninc.com)
2021-02-25 - 4:59:52 PM GMT- IP address: 38.130.132.30
-  Document e-signed by Shoukat Dhanani (sdhanani@gulshaninc.com)
Signature Date: 2021-02-25 - 5:00:14 PM GMT - Time Source: server- IP address: 38.130.132.30
-  Agreement completed.
2021-02-25 - 5:00:14 PM GMT

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.**

HVJ Associates, Inc.
Houston, TX United States

Certificate Number:
2021-711842

Date Filed:
02/01/2021

Date Acknowledged:
02/10/2021

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

Fort Bend Grand Pkwy Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FBCTRA On Call Pavement Repair
Construction Materials Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ndando, Namondo	Houston, TX United States		X
	Esmail, Hossam	Houston, TX United States		X
	Hasen, Michael	Houston, TX United States		X
	Johnson, Herbert	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)