
PROFESSIONAL SERVICES AGREEMENT

(Professional Engineering Services)

1. PARTIES

- 1.1 Parties. The Parties to this Professional Services Agreement (“Agreement”) are **Associated Testing Laboratories, Inc.** (“Engineer”), and **Harris County** (“County”), on behalf of its Harris County Engineering Department (“HCED”). County and Engineer each may also be referred to individually herein as a “Party,” or collectively as the “Parties.”

2. PURPOSE

- 2.1 Project Description. County intends for Engineer to provide Professional Engineering Services regarding Construction Materials Testing and related Service for Houmont Park Subdivision Drainage Improvements – 2018, located in Harris County, Precinct 1 (“Project”). This Project is also identified as UPIN 19101MF14G01 and Job No. 25/0194.
- 2.2 Summary of Scope of Work. In addition to any applicable attachments to this Agreement describing the Scope of Work, County desires that Engineer provide Professional Engineering Services for survey, design, and construction services of the Project, as further described in Exhibit A attached hereto.
- 2.3 Professional Engineering Services. The professional services to be performed under this Agreement are within the scope of professional engineering, as defined by state law, and will be provided in connection with the professional employment or practice of a person who is licensed or registered as a professional engineer. The professional engineering services shall be performed in accordance with Tex. Occ. Code Ann. §§ 1001.001, et. seq, as amended.
- 2.4 Professional Services Procurement Act. The work to be performed under this Agreement cannot be purchased on the basis of competitive bids since it is encompassed within Texas Government Code §2254.002(2).

3. ENGINEER’S REPRESENTATIONS

- 3.1 Applicable Expertise. Engineer and the person executing this Agreement on behalf of Engineer certify and represent that Engineer (including Engineer’s agents, employees, volunteers, and subcontractors, as applicable) possesses the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement without significant disruption of those deliverables.
- 3.2 Permits and Licensing. Engineer represents that Engineer (including Engineer’s agents, employees, volunteers, and subcontractors, as applicable) possesses all special certifications, licenses, inspections and permits required by law to carry out the Scope of Work contemplated in this Agreement. Engineer’s agents, employees, volunteers, and subcontractors, as applicable, shall maintain appropriate accreditation and licensing, as required, through the State of Texas or other applicable licensing entities. Prior to the performance of any services under this Agreement, Engineer shall, upon written (including electronic) request, provide proof of valid licensure to HCED (including a listing of all licenses and expiration dates).
- 3.3 Authorized to Conduct Business. Engineer represents that Engineer is authorized to conduct the business and carry out the Scope of Work contemplated in this Agreement. Prior to starting performance under this Agreement, Engineer shall, upon written (including electronic) request, provide proof to HCED of the authority to do business in this state or at the location specified in this Agreement.
- 3.4 Ability to Perform. HCED will award contracts only to the most highly qualified available responsible provider/contractor possessing the ability to perform successfully under the terms, conditions, and budget of a proposed procurement. Consideration will be given to such matters as provider integrity, compliance

with public policy, record of past performance, and financial and technical resources. Engineer represents that Engineer has the administrative, managerial, and financial capability to ensure proper planning, management and completion of the Scope of Work described in this Agreement and further has the administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement.

- 3.5 Conflict of Interest Certification. Pursuant to Chapter 176 of the Texas Local Government Code, Engineer certifies that Engineer has completed any required conflict of interest disclosures or questionnaires (see www.ethics.state.tx.us). If this certification is materially incomplete or inaccurate, Engineer acknowledges that County shall have the right to terminate this Agreement without prior notice.
- 3.6 Certificate of Interested Parties Form 1295. Engineer certifies that it has accurately completed and submitted a notarized Certificate of Interested Parties Form 1295 ("Form 1295") in accordance with Texas Government Code §2252.908 and the rules adopted thereunder. Engineer acknowledges that it is responsible for making any and all necessary updates and/or corrections to the applicable Form 1295 during the term of this Agreement. Engineer must either (1) mail the completed Form 1295 to the Harris County Engineering Department at 1111 Fannin Street, 11th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit the form by email to AgreementInfo@harriscountytexas.gov.
- 3.7 Disbursements to Persons with Outstanding Debt Prohibited. Engineer certifies, by execution of this Agreement, that neither Engineer nor any of Engineer's principals owe any debts as defined in Local Government Code Section 154.045 (including delinquent property taxes). Engineer understands that certain disbursements are prohibited and that County may apply any funds due to Engineer under this Agreement to any outstanding balance of certain debts pursuant to Section 154.045. If this certification is inaccurate, County may also terminate this Agreement. In addition, Engineer hereby assigns any payments under this Agreement to the Harris County Tax Assessor-Collector for the payment of any current or future delinquent taxes.
- 3.8 Internet Access. Engineer shall maintain appropriate internet access, which will enable Engineer to access any secure online invoicing, reporting, or other web-based system designed for more efficient communication with HCED. As requested, Engineer shall submit required reports, invoices and related documents through an applicable secure internet site in a manner required to protect any confidential information submitted. Engineer shall review all instruction materials and/or attend all HCED provided training that is necessary for Engineer to properly utilize applicable web-based information systems.

4. SPECIFIC SCOPE OF WORK/SERVICES AND/OR DELIVERABLES

- 4.1 Specific work, products, services, licenses and/or deliverables. Engineer shall provide the work, products, services, licenses and/or deliverables required to be provided by Engineer and as set out in this Agreement and in Attachment A and all other referenced attachments incorporated in this Agreement (altogether referred to as the Scope of Work). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached Engineer proposal or correspondence. Engineer shall submit any and all project-related documents and invoices through the cloud-based project management software utilized by HCED for planning and management of all projects using real-time project data.
- 4.2 Written Authorization. From time to time during the course of this Agreement, HCED may deliver to Engineer written (including electronic) authorization (sometimes referred to as a notice-to-proceed, task-order, work-order or job-order) for providing certain work, products, services, licenses and/or deliverables contemplated in this Agreement, which Engineer shall then perform in accordance with this Agreement. Engineer shall not begin or proceed to the next design phase of the Scope of Work until Engineer receives from HCED a written (including electronic) authorization to proceed. County shall have no obligation to pay for and Engineer shall have no obligation to provide any work, services, products, or deliverables not rendered in accordance with a prior written authorization as described by this Section. Engineer shall complete the services called for by the calendar days and by the deadlines specified in this Agreement, including exhibits and written authorizations.

5. ADDITIONAL AND SPECIAL REQUIREMENTS

- 5.1 Cooperation with Other Service Providers. County may engage the services of other service providers for work related to the work, products, services, licenses and/or deliverables in this Agreement. Engineer shall reasonably cooperate with such other service providers and will not commit or permit any act that may interfere with the performance of work by any other service provider.
- 5.2 Non-Assignability. Unless otherwise authorized in this Agreement, neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other party, except that the express written permission of HCED shall be considered the permission of County. Such written permission will not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed. However, with notice to HCED, Engineer may assign this Agreement to any affiliate of Engineer that controls, is controlled by, has resulted from a merger with, or is under common control with, Engineer if the assignee is at least as capable and qualified to provide the deliverables contemplated in this Agreement. This provision is not intended to restrict any assignment that is required by Section 9.406 of the Texas Business and Commerce Code.
- 5.3 Independent Contractor/Parties. County expects Engineer to meet the high standards set forth in this Agreement and looks to Engineer for results only. Unless otherwise required by law or regulation, County shall not direct the methods used to obtain those results, and Engineer shall perform the services as an independent contractor under the sole supervision, management, direction, and control of Engineer. As an independent contractor, Engineer will accept directions pertaining to the goals to be attained and the results to be achieved, as applicable, pursuant to this Agreement, but Engineer shall be solely responsible for the manner in which Engineer will perform the services under this Agreement. Any methods that might be discussed in any training sessions given by HCED are not mandatory unless specifically required in writing in this Agreement or by law. Engineer is not obligated to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling the obligations under this Agreement, unless otherwise specifically set out in this Agreement. This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. The personnel and staff of Engineer are independent contractors or employees of Engineer and shall not for any purposes be considered employees or agents of County. Engineer assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and Engineer shall remain solely responsible for the supervision, daily direction, control and payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.
- 5.4 Employee Retention. Engineer agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel Engineer assigns to perform the duties and responsibilities under this Agreement will be properly trained and qualified for the functions they are to perform. If specific qualifications are set forth in job descriptions required by the funding entity and/or in this Agreement, unless a written waiver is granted, Engineer shall only assign personnel with the required qualifications to fulfill those functions. Notwithstanding transfer or turnover of personnel, Engineer remains obligated to perform all duties and responsibilities under this Agreement without degradation and in accordance with the terms of this Agreement.
- 5.5 Significant Organizational Change Notification. Engineer shall notify County immediately and in advance of any significant organizational change that could affect Engineer's ability to carry out all duties and responsibilities under this Agreement, including any change of Engineer's name or identity, ownership or control, or payee identification number. Engineer shall also provide written notice to County within 10 working days of the change. Engineer shall provide ownership information to County immediately upon any such change.
- 5.6 Adverse Actions Reporting. Engineer shall inform HCED, in writing, of any concluded investigation of Engineer (including Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) that is conducted by or on behalf of a government entity or other licensing or accreditation entity (including any state board of

examiners) and whose outcome included public censure or other public sanction (or any pending investigations, administrative actions, or lawsuits, that relate to the work under this Agreement or that could adversely affect any performance or obligation in this Agreement). If at any time a license of Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement required to be maintained to fulfill the Commitments in this Agreement is suspended, revoked or is determined to be out of compliance in Texas or any other state, this Agreement may be terminated immediately without prior notice, at the option of HCED, effective the date of the suspension, revocation or non-compliance. Engineer is not entitled to receive payment for services that were performed by Engineer while the required license was suspended or revoked. Engineer agrees to immediately inform HCED, in writing, of any adverse professional review action that is taken by a professional association or society and that is based on the professional competence or professional conduct of Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement. County may, at its sole option, terminate this Agreement, upon notice of such adverse professional review action.

- 5.7 Subcontracts. Unless otherwise explicitly set out in this Agreement, Engineer shall not enter into any subcontract for the work, products, services, licenses and/or deliverables under this Agreement unless, prior to any written authorization to proceed with work done in part by the subcontractor, Engineer has provided to HCED the qualifications of the subcontractor to perform and meet the standards of this Agreement. Engineer shall comply with all Texas Administrative Code and Texas professional licensing agency requirements for choosing any professionally-licensed subcontractor.
- 5.8 Professional Standards. Where specifically-applicable standards are not explicitly set forth in this Agreement, as someone with expertise in the field, Engineer must provide the work, products, services, licenses and/or deliverables in accordance with generally-accepted standards applicable to Engineer's profession or industry. Engineer and County agree and acknowledge that County is entering into this Agreement in reliance on the Engineer's competence and qualifications, as those were presented to County by Engineer with respect to professional services. Engineer shall at all times utilize the skill and attention to fully, timely, and properly render professional services for the development of The Project to final completion as set out in, or reasonably inferred from, the Scope of Work/Services. This shall be done in a manner utilizing the degree of care ordinarily used by licensed professionals performing similar services on projects of a similar nature and scope within the State of Texas. A professional engineer assigned by Engineer to manage the Scope of Work who is licensed to practice in the State of Texas shall be present and represent Engineer at meetings of any official nature concerning The Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, any pre-construction meetings and any construction meetings (for construction-related projects) with County staff and/or contractors, unless otherwise set forth in the Scope of Work or approved in writing by HCED.
- 5.9 County Procedures. To effectively perform the services stated above, Engineer must become familiar with various procedures, policies, data collection systems, and other information of County. Engineer shall adhere to all applicable County engineering guidelines, standards, and design criteria (see <http://www.eng.hctx.net>). HCED will assist Engineer in obtaining the information. Unless otherwise required by law, Engineer agrees to keep any sensitive information confidential and not disclose it to outside parties without first obtaining County's written authorization.
- 5.10 Ownership of Work Product. For the purposes of assigning ownership of Engineer work product, the work performed will be deemed, to the extent authorized by law, to have been done on a works-made-for-hire basis, as that term is understood in copyright law. In the event and to the extent that such works are determined not to constitute works-made-for-hire, Engineer hereby irrevocably assigns and transfers to County all right, title, and interest in such works, including, but not limited to, copyrights. County shall be the absolute and unqualified owner of all completed or partially-completed Engineer work product prepared pursuant to this Professional Services Agreement and shall have the same force and effect as if prepared by County, including mylar reproductions, drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, plans, cost estimates, inventions, designs, computer input/output information, computer applications, software, firmware, computations, and other documents (including the original electronic file format). Engineer may retain one set of reproducible copies for Engineer's sole use in

preparation of studies or reports for County only. Engineer is expressly prohibited from selling, licensing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of HCED. Engineer warrants that Engineer's work product will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or any other right of any third party, and Engineer will defend any claim, suit, or proceeding brought against County on the issue of infringement of any copyright by virtue of anything supplied by Engineer to HCED under this Agreement.

- 5.11 Trade Secrets. In connection with the work, products, services, licenses, Scope of Work, and/or deliverables provided under this Agreement, HCED may disclose to Engineer certain documents, data, and/or other information that is proprietary, confidential, or a trade secret (Trade Secrets). Engineer must not divulge or otherwise make unauthorized use of Trade Secrets or other protected information, procedures, or policies of HCED, any former employee, contractor, client, customer, or consultant, in the exercise of duties under this Agreement. Except to the extent authorized by a third party, neither Party shall copy, recreate, or use any proprietary information of a third party in the performance of services under this Agreement.
- 5.12 Nondisclosure and Confidentiality of Information. To the extent permitted by law, Engineer must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement. To fulfill Engineer's obligations under this Agreement, Engineer may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency. Engineer and the person executing this Agreement on behalf of Engineer acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to Engineer for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure of this information can irreparably harm the interests of County and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, Engineer must (1) not access any information without express written authorization of HCED; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate HCED officials; (4) not, except to the extent required by law, or necessary for the performance of this Agreement, release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever to outside parties without the express written consent of HCED; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to any person according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information, except to those who need to know such information and are obligated to maintain its confidentiality, including Engineer's partners, principals, representatives or employees as necessary to fulfill obligations under this Agreement; (7) notify HCED immediately of all requests for confidential information; and (8) immediately report to HCED all unauthorized disclosures or uses of confidential information.
- 5.13 Public Comment and Public Information Act. To the extent permitted by law, all contact with the news media, citizens of County, the State of Texas or other governmental agencies concerning The Project will be the responsibility of HCED. In the event Engineer is subject to the Texas Public Information Act, upon receipt of a written request for any information by Engineer developed in the performance of services under this Agreement, Engineer shall provide written notice to HCED of the request along with a copy of the request, and give HCED the opportunity to respond to the request prior to any release by Engineer. Unless required by law, under no circumstances shall Engineer release any material or information developed in the performance of services under this Agreement without the express prior written permission of HCED.

- 5.14 Applicable Laws. Engineer shall comply (and assure compliance by Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. Engineer shall immediately bring to County's attention any conflicts between any applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. If laws or regulations change and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective. If any such changes (that occur after the effective date of this Agreement and that Engineer should not reasonably have anticipated) require significant changes or additions to the Scope of Work that were not contemplated by the Parties, the Parties shall negotiate in good faith for the purpose of creating reasonable and equitable written modifications to this Agreement.
- 5.15 Records Retention and Management. Engineer shall maintain complete, accurate, and readily accessible records that are necessary to document and support the fulfillment of the obligations in this Agreement, including performance, design, underlying calculations, and financial records, as well as a copy of this Agreement. Engineer shall maintain and make available for inspection the Records for a minimum of four (4) years following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement, whichever is longer (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings).
- 5.16 Authority of Harris County Engineer. The Harris County Engineer ("County Engineer") shall decide any and all questions that may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by Engineer. It is mutually agreed by both Parties that the County Engineer shall act as referee between the Parties in all questions arising under the terms of this Agreement and that the decisions of the County Engineer shall be final and binding alike on all Parties. If agreed to in writing by Engineer and the County Engineer (or designee), Engineer and the County Engineer may make adjustments to the Scope of Work that do not destroy the purposes of this Agreement. In making the aforementioned adjustments to the Scope of Work, Engineer and the County Engineer may adjust any corresponding firm fixed or maximum prices that neither increase the maximum amount of funds that Commissioners Court has authorized to be encumbered nor destroy the purposes of this Agreement. Any of the aforementioned adjustments to the Scope of Work and/or corresponding adjustments to any firm fixed or maximum prices (collectively, "Adjustments") may be reflected by a written Special Amendment to the Scope of Work in this Agreement ("Special Amendment"). Nothing contained in this section shall be construed to authorize the County Engineer to alter, vary, or amend any of the terms or provisions of this Agreement, other than the aforementioned Adjustments. The County Engineer is authorized on behalf of the County to make Adjustments (as defined herein) and execute a corresponding Special Amendment without further action by Commissioners Court. The Harris County Auditor ("County Auditor") is authorized, without further action by Commissioners Court, to certify additional funding for any Adjustments upon execution of a Special Amendment by the County Engineer.
- 5.17. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Engineer warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Engineer does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- 5.18 Anti-Boycott. In accordance with Tex. Gov't Code Ann. §2270.002, Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

6. INSURANCE

- 6.1 Coverage and Limits. During the Term of this Agreement and any extensions thereto, Engineer at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, Engineer shall provide and maintain the following coverage and limits:

- (a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the Project, and in accordance with state law.

Employers' Liability

(i)	Each Accident	\$1,000,000
(ii)	Disease – Each Employee	\$1,000,000
(iii)	Policy Limit	\$1,000,000

- (b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *County shall be named Additional Insured on primary/non-contributory basis.*

(i)	Each Occurrence	\$1,000,000
(ii)	Personal and Advertising Injury	\$1,000,000
(iii)	Products/Completed Operations	\$1,000,000
(iv)	General Aggregate (per project)	\$1,000,000

- (c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- (d) Umbrella/Excess Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. *County shall be named Additional Insured on primary/non-contributory basis.*
- (e) Automobile Liability insurance to include Engineer's liability for death, bodily injury, and property damage resulting from Engineer's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars (\$1,000,000) for each accident. *County shall be named Additional Insured on primary/non-contributory basis.*

- (f) Any other coverage required of Engineer pursuant to statute.

6.2 Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by Engineer, Engineer shall provide County evidence of all of the above coverage on forms and with insurers acceptable to County. Engineer must maintain a valid Certificate of Insurance as described herein on file with County at all times during the term of this Agreement. Engineer must either (1) mail the Certificate of Insurance to the Harris County Engineering Department at 1111 Fannin Street, 11th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit it by email to AgreementInfo@harriscountytexas.gov.

6.2.1 Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

6.2.2 Certificates of Insurance. Engineer shall provide unaltered Certificates of Insurance which evidence the required coverage and endorsements and satisfy the following requirements:

- (a) Be less than 12 months old;
- (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;

- (c) Include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
- (d) Be appropriately marked to accurately identify:
 - (i) All coverage and limits of the policy;
 - (ii) Effective and expiration dates;
 - (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

6.2.3 Certified Copies of Policies and Endorsements. Upon request, Engineer shall furnish certified copies of insurance policies and endorsements to County.

6.2.4 Renewal Certificates. Renewal certificates are due to County at least thirty (30) days prior to the expiration of the current policies.

6.2.5 Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. Engineer shall furnish evidence of such insurance to County as well.

6.3 Additional Insured. Engineer shall include County and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. Engineer's coverage shall be primary insurance to any similar insurance maintained by County and must contain an endorsement stating such. Coverage to County as an Additional Insured on any of Engineer's insurance coverage shall not be subject to any deductible.

6.4 Deductibles. Engineer shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any claim it may have for the same against County, its officers, directors, agents, or employees.

6.5 Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). Engineer shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

6.6 Waiver of Subrogation. Engineer waives any claim or right of subrogation to recover against County, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

6.7 Notice of Cancellation, Non-Renewal, or Material Change. Engineer shall provide County with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.

6.8 Remedies for Noncompliance. Failure to comply with any part of this Section is a material breach of this Agreement. Engineer could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Services, or be terminated from this Agreement for any lapse in coverage or material change in coverage which causes Engineer to be in noncompliance with the requirements of this Section.

7. FUNDING, COMPENSATION AND/OR BASIS FOR PAYMENT, METHOD, AND LIMITATIONS

7.1. Payments/Compensation. For and in consideration of the work, products, services, licenses or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, County shall pay Engineer in accordance with the fee schedule and rates specified in this Agreement, including in the Attachments up to the total maximum amount specifically appropriated, encumbered, and then certified as available by the County Auditor.

7.2. Funding and Appropriations Limit. County shall have no obligation to pay for and Engineer shall have no obligation to provide any work, products, services, licenses and/or deliverables until sufficient funds are

certified by the County Auditor. County intends to initially appropriate, encumber, and certify as available by the County Auditor the total maximum sum of **Four Hundred Thirty-Two Thousand Seven Hundred Thirty-Four and 00/100 Dollars (\$432,734.00)** to pay and discharge any and all liabilities that County may incur arising out of this Agreement. Any other provision notwithstanding, County shall never be liable to pay Engineer any greater amount under this Agreement than is specifically appropriated, encumbered, and then certified as available by the County Auditor.

- 7.3. Auditor's Certification of Funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.
- 7.4. Funding Out/Non-Appropriation. It is further understood that pursuant to Local Government Code Chapter 111, when and if the work, products, services, licenses and/or deliverables and charges provided for herein are equal to or exceed the amounts certified available, Engineer is authorized to terminate some or all of Engineer's work, products, services, licenses and/or deliverables under this Agreement unless the County Auditor certifies that additional funds are available, in which event Engineer agrees to continue to provide the products, services and/or deliverables to the extent funds are available. When all the funds certified by the County Auditor, together with any additional funds thereafter certified, are expended, County will have no further liability, and the sole and exclusive remedy of Engineer will be to immediately terminate this Agreement unless the County Auditor certifies additional funds.
- 7.5. Billing Statements/Invoices. Unless otherwise indicated in this Agreement, no later than the 10th day after the end of each calendar month within the term of this Agreement, Engineer shall submit to HCED a billing statement or invoice for all unpaid products, services and/or deliverables, along with any applicable rates, including the applicable firm fixed price and any applicable percentage completed for specific tasks/deliverables as specified in this Agreement. The data in the billing statement or invoice must be in a format designated by HCED and the County Auditor, and must include any purchase order number. An authorized agent of Engineer must certify and swear under penalty of perjury that the work was performed, the work was properly authorized in writing by HCED, and all information contained in the statement or invoice is true and correct. All products, services and/or deliverables billed must be rendered during this Agreement term. Engineer shall submit to HCED billing statements or invoices limited to work done and products, services and/or deliverables provided pursuant to this Agreement, and Engineer shall not include in such billing statements or invoices any work, products, services, licenses and/or deliverables provided, required to be performed, or billed under or pursuant to any other agreements with County. HCED will review each statement or invoice and approve it with any modifications HCED deems appropriate after mutual consultation and agreement with Engineer. HCED will then forward the approved statement or invoice to the County Auditor for payment. County will pay Engineer the proper amounts due and owing under this Agreement within thirty (30) calendar days of receipt of the approved statement or invoice to extent allowed by law. Each statement or invoice must include a monthly inventory of work, products, services, licenses and/or deliverables provided during the billing period and any other details HCED reasonably requests for verification purposes, which might include:
- (a) The date(s) work, products, services, licenses and/or deliverables were provided;
 - (b) Meetings and lists of attendees, if applicable;
 - (c) Detailed description of the work, products, services, licenses and/or deliverables provided;
 - (d) The total amount billed, and any other details of the work, hours, or services as may be requested by the County Auditor;
 - (e) If applicable, the case number for which services were performed;
- 7.6. Overpayments. Within 10 calendar days after request by HCED, Engineer must reimburse to County all funds paid by County to Engineer that any funding entity or auditor determines have been improperly paid to, or expended by, Engineer. County may withhold, suspend, or reduce any and all payments due to Engineer until any overpayments are reimbursed.
- 7.7. Costs of Substitute Services. If Engineer fails to perform any of its obligations under the Agreement and County procures substitute services upon such terms as are appropriate, County shall deduct the reasonable

costs for such services from any payments owed to Engineer under this or other agreements. Engineer must reimburse to County, within thirty (30) calendar days after request by County, any additional costs of such substitute services beyond what has already been deducted by County. County may also withhold, suspend, or reduce payments due to Engineer until the costs of such substitute services are reimbursed to County by Engineer. This provision is not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement and is in addition to and not in lieu of any other remedies.

- 7.8. Billing Audits. County and its designee shall have the right to examine and audit all of Engineer's billings/invoices and all of Engineer's backup and support data for billings/invoices for this Agreement. Upon HCED's request, Engineer agrees to make such data and supporting documentation available to the County Auditor or designee in Harris County, Texas. Engineer shall maintain complete and accurate records necessary to fulfill any obligations in this Agreement, including a copy of this Agreement, including detailed time records identifying each person performing services that were billed on an hourly basis, the corresponding dates of the services, the applicable firm fixed price and the percentage completed for specific tasks as specified in this Agreement, any applicable hourly or cost-plus rates, the total amount billed for each person as applicable, and the total amount billed for all persons as applicable. Engineer shall maintain and make available for inspection (electronically or in Harris County during regular business hours) the Records for a minimum of four (4) years days following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.
- 7.9. County Auditor to Make Final Decision. The decision of the County Auditor as to the amount owed shall be final if there is any dispute between County and Engineer as to the amount owed to Engineer for any monthly statement or invoice submitted by Engineer. County agrees to notify Engineer of any questionable item and is authorized to withhold payment until all questions are resolved either by final audit or by agreement of the Parties.

8. TERM OF THE AGREEMENT

- 8.1 Time Period. The time period for performance ("Term") of this Agreement shall begin upon execution of all the Parties and end on the later date of (a) Project completion or (b) one year minus a day from execution of all the Parties.

9. TERMINATION PROVISIONS

- 9.1 Determination of Material and Non-Material Breaches. The County Engineer shall determine whether a breach of this Agreement by either Party is material or non-material. The County Engineer's determination shall be final and binding alike on all Parties.
- 9.2 Non-Material Breaches. If either Party refuses or fails to perform any of its non-material obligations in this Agreement, the other Party may give written notice of the failure. If the breaching Party fails or refuses to cure the failure of any non-material obligation in the notice within ten (10) calendar days after notice is given, the other Party may terminate this Agreement immediately. HCED is authorized to give notice for County.
- 9.3 Material Breaches.
- 9.3.1 Suspension. HCED may suspend this Agreement immediately for any material breach by giving a notice of suspension. As soon as the notice of suspension is received, Engineer shall discontinue all services in connection with the performance of this Agreement. HCED is authorized to suspend on behalf of County.

9.3.2 Termination. The County may terminate this Agreement for a material breach at any time by notice in writing to the Engineer.

9.4 No Waiver of Remedies. The provisions in this Section are not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement. The right to terminate for a material and non-material breach is in addition to and not in lieu of any other remedies.

9.5 Termination Statement. As soon as practicable after receiving notice of termination, Engineer must submit a statement or invoice to HCED that complies with the requirements in this Agreement. This statement or invoice must show in detail the unbilled/uninvoiced services performed for County under this Agreement to the date of termination. If the payments were to be made in lump sums and services were rendered after the last lump sum payment, the statement or invoice shall reflect the prorated amount due.

9.6 Return of Documents after Termination. If permitted by law and any established ethical requirements applicable to specific professionals, Engineer shall promptly deliver to HCED all completed or partially completed work product, designs, data, information, and documents prepared under this Agreement on behalf of County. Within 2 business days after the effective date of termination, Engineer shall return to HCED all records, files, documents, notes and other items in Engineer's possession, if any, relating to any assignments or work that Engineer has undertaken or been given under this Agreement, if permitted by law and any established ethical requirements applicable to specific professionals. Engineer shall deliver to HCED all completed or partially-completed designs, drawings and specifications prepared under this Agreement, including the original electronic file format. Nothing in this section is intended to require Engineer to surrender Engineer's own records to HCED after termination.

9.7 Agreement Transition. In the event the Agreement ends by either expiration or termination, Engineer shall, at the request of the County, assist in the transition until such time that a replacement engineer can be named. Engineer acknowledges its responsibility to cooperate fully with the replacement engineer and the County to ensure a smooth and timely transition to the replacement engineer. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

10. INDEMNIFICATION

10.1 No Waiver of Governmental Immunity. County does not waive any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

10.2 General Indemnity. To the extent allowed by law, Engineer agrees to indemnify and hold harmless County, HCED, their officers, employees, and agents from liability, losses, expenses, demands, reasonable attorneys' fees, and claims for bodily injury (including death) and property damage to the extent caused by the negligence, intentional tort, intellectual property infringement of Engineer (including Engineer's agents, employees, volunteers, and subcontractors/consultants under contract, or any other entity over which Engineer exercises control, in the performance of the services defined in this Agreement). Engineer shall also save County harmless from and against any and all expenses, including reasonable attorneys' fees that might be incurred by the County, in litigation or otherwise resisting such claims or liabilities.

11. MISCELLANEOUS

11.1 Notices. Any notice required to be given under this Agreement ("Notice") may be given by hand delivery or certified United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following:

ENGINEER: Priti Singh
Chief Executive Officer
Associated Testing Laboratories, Inc.
10450 Corporate Drive
Sugar Land, TX 77478
Email: tiffany@associatedtesting.com

COUNTY: Dr. Milton Rahman, PhD, P.E., PMP, CFM, ENV SP
Executive Director & County Engineer
Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, TX 77002
Email: AgreementInfo@harriscountytexas.gov

All other communications may be sent by electronic means or in the same manner as Notices described herein.

- 11.2 Receipt of Notice. Notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 11.3 Change of Address. Each Party shall have the right to change its respective address by giving at least ten (10) days' written notice of such change to the other Party.
- 11.4 Force Majeure. Neither Party will be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause beyond the reasonable control of such Party if such cause is generally recognized under Texas law as constituting impossible conditions. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within 10 business days of the existence of such Force Majeure event or otherwise waive this right as a defense.
- 11.5 E-Mail Addresses. Engineer affirmatively consents to the disclosure of e-mail addresses that are provided to County or HCED. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code § 552.137, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Engineer and any agents acting on Engineer's behalf and shall apply to any e-mail address provided in any form for any reason, whether related to this Agreement or otherwise.
- 11.6 Entire Agreement (Merger). This Agreement contains the entire agreement and understanding between the parties relating to the rights granted to and the obligations of the parties. All prior negotiations, discussions, correspondence and previous understandings are superseded by this Agreement. Any oral representation or modification concerning this Agreement shall be of no force or effect.
- 11.7 No Oral Modifications. Unless otherwise explicitly stated in this Agreement, this Agreement cannot be changed except by a written subsequent modification authorized by all parties.
- 11.8 Inducements. In making the award of this contract, County relied on Engineer's assurances and representations made in this Agreement. Any false assurances and representations by Engineer shall be immediate grounds for termination of this Agreement without prior notice at the option of County.
- 11.9 Contract Construction. The titles assigned to the various Articles of this Agreement are for convenience. Titles shall not be considered restrictive of the subject matter of any Article or other part of this Agreement. Likewise, the provisions of purpose in this Agreement are intended to be a general introduction and are not intended to expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions in this Agreement.

- 11.10 Ambiguities. Ambiguities, if any, shall not be interpreted against the drafter of this Agreement.
- 11.11 No Waiver of Default. Any waiver by either Party of one or more defaults on the part of the other Party in the performance of obligations under this Agreement is not a waiver of any subsequent defaults.
- 11.12 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies of County are not exclusive, but are cumulative of all rights and remedies that exist now or in the future.
- 11.13 No Third Party Beneficiaries. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 11.14 Non-Exclusivity. Unless explicitly provided in this Agreement, nothing shall prevent either Party from contracting with other parties for the provision of the same or similar services or deliverables that are contemplated by this Agreement.
- 11.15 Limited Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, employee, or agent of County.
- 11.16 Dispute Resolution Process. The Parties will meet and confer in good faith to work together to resolve problems or disputes that may arise. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually-agreeable dispute resolution process.
- 11.17 Survivability Clause. Any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement, including indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- 11.18 Savings/Severability Clause. If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, is held to be invalid, void, or unenforceable by a court of competent jurisdiction, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable provisions of law. In any event, the remaining provisions the same shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose and operation of this Agreement. If necessary in order to make this Agreement valid and enforceable, the Parties shall meet to confer upon an amendment or modification.
- 11.19 Time is of the Essence. Time is of the essence with respect to Engineer's performance under this Agreement, and Engineer shall perform all services diligently until completed.
- 11.20 Choice of Law. This Agreement shall be construed according to the laws of the State of Texas without giving effect to its conflict of laws provisions. Venue lies only in Harris County as per Texas Civil Practice and Remedies Code Sec. 15.015, and any alternative dispute resolution, suit, action, claim, or proceeding with respect to or arising out of this Agreement must be brought solely in the courts or locations that are situated in the State of Texas, County of Harris. Both parties irrevocably waive any claim that any proceeding brought in Harris County has been brought in an inconvenient forum.
- 11.21 Exhibit List. The following attachments are a part of this Agreement:
- Exhibit A. Scope of Services and Rate Schedule
Exhibit B. Engineer Team Acknowledgments

- 11.22 Tax Exemption. Pursuant to Texas Tax Code §151.309, as a political subdivision, County claims exemption from sales and use taxes and will provide exemption certificates upon written request. County shall not be liable to reimburse or pay any personal property taxes, charges, or fees assessed against Engineer.
- 11.23 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 11.24 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the Party's governing body to legally obligate and execute this Agreement on behalf of the Party.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

ASSOCIATED TESTING LABORATORIES, INC.

By:  _____
Priti Singh
Chief Executive Officer

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE

Harris County Attorney

By: *Paul M. La Raia* _____
Paul M. La Raia
Assistant County Attorney
CAO File Number 25GEN1924

Harris County Engineering Department
1111 Fannin St. 11th Floor
Houston, TX 77002

Attention: Corey D. Ritter CET
Corey.Ritter@harriscountytexas.gov

Project: Job No. 25/0194 – Houmont Park Subdivision Drainage Improvements for Harris County Office of the County Engineer – UPIN 19101MF14G01.

Dear Mr. Ritter:

As per your request we are pleased to submit our cost estimate proposal in accordance with the 2024 Harris County Fee Schedule for the above referenced project. The total was estimated using the quantities and specifications provided in drawings and construction specifications; an estimate work sheet is included with this letter. Actual charges will be based on the services requested and provided.

Scope of Work

The construction material testing, and inspection will include the following broad services:

1. Concrete Testing – Channel linings, headwalls and wingwalls and weir structures.
2. Soils Testing – Utility Trench Backfill and pavement subgrade.
3. Monitoring and testing using nuclear density equipment for asphalt pavement.
4. Professional Engineer Review.

The services will include both field and laboratory work. We appreciate the opportunity to present this cost estimate. Should you have any questions, please do not hesitate to contact us.

Site Safety

Site safety is the responsibility of the contractor. Therefore, we will notify the contractor's site representative, and your Project Inspector if/as directed by you for this project, whenever we are on site. The general contractor will also need to assign someone to sign our Daily Field Reports (DFRs) whenever our technicians and/or inspectors are onsite. This should be established at or before our pre-construction meeting.

Budget Estimate and Assumptions

Based on the details provided at the time of this proposal, ATL has estimated a budget of **\$432,734.00**. It should be noted that this proposal is only an estimate and that it may be impacted by unavoidable events like construction hours, delays from on-site safety meetings or orientations, permits, utility clearance, access issues, and weather-related issues. Actual charges will be based on the services requested and provided.

The enclosed budget allows up to 50 inspection days to monitor the 100,000 SF of earthwork relating to the paving including proof roll and compaction on treated subgrade. Test frequency in the paving areas is assumed at 1 test per lift per 5,000 SF. ATL has included 36 inspection days for the earthwork relating to the access roads of the detention ponds.

The enclosed budget allows up to 60 inspection days to monitor the earthwork relating to the utility trench backfill. Test frequency in the utility trenches is assumed at 1 test per lift per 100 LF.

On all pours, concrete cylinders will be cast at a minimum rate of 4 cylinders per mix per day or one set of 4 cylinders per mix per 100 cubic yards, whichever is greater.

Enclosed budget assumes the following number of pours:

- A. Drainage Channels, Headwalls and Wingwalls: 50 pours
- B. Drainage Channels, Channel Linings: 38 pours
- C. Detention Ponds, Weir Structures: 4 pours

Enclosed budget assumes 28 cores of asphalt placed to verify thickness and density. ATL has assumed 6, 8-hour inspection day, during this task.

The sequencing and pace of construction will ultimately drive the final costs associated with our observations. Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service". Please complete and return that page to ATL to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature below also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

Proposal Acceptance

To accept our proposal and authorize the services requested, please sign below where indicated, and return a copy to our office.

Closure

Thank you for your consideration of Associated Testing Laboratories, Inc. We look forward to working with you on this project. Please contact us if you have any questions or require additional information.

Sincerely,
Associated Testing Laboratories, Inc.


Wilmer Rubio
Project Estimator

Authorized Signature: _____

Name: _____ Date: _____

BUDGET ESTIMATE

Description	Quantity	Rate	Units	Amount
PERSONNEL				
Project Engineer, P.E.	230	\$ 176.00	Hour	\$ 40,480.00
Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102	1980	\$ 96.00	Hour	\$ 190,080.00
Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102 O/T	200	\$ 144.00	Hour	\$ 28,800.00
Technician, ACI Field Grade I, TxDOT Soil SB-101, or SB-102 or HMA-1B	640	\$ 69.00	Hour	\$ 44,160.00
Technician (Non-Certified)	370	\$ 59.00	Hour	\$ 21,830.00
Vehicle Charge	3190	\$ 13.00	Hour	\$ 41,470.00
Admin/Clerical Support	230	\$ 75.00	Hour	\$ 17,250.00
Nuclear Density Equipment Rental	2180	\$ 13.00	Hour	\$ 28,340.00
		Subtotal:	\$ 412,410.00	
SOILS & TREATED SOILS				
Liquid & Plastic Limits (ASTM D-4318)	4	\$ 76.00	Each	\$ 304.00
Percent Passing #200 Sieve (ASTM D-1140)	4	\$ 59.00	Each	\$ 236.00
OMD Standard Compaction (ASTM D-698)	4	\$ 246.00	Each	\$ 984.00
OMD Modified Compaction (D-1557)	3	\$ 263.00	Each	\$ 789.00
OMD Modified Compaction, Treated (ASTM D-698)	3	\$ 289.00	Each	\$ 867.00
Cement Sand Compressive Strength (ASTM D-1633)	60	\$ 86.00	Each	\$ 5,160.00
		Soils & Treated Soils Subtotal:	\$ 8,340.00	
PORTLAND CEMENT CONCRETE				
Compressive Strength (Cylinder)	420	\$ 21.00	Each	\$ 8,820.00
		Portland Cement Concrete Subtotal:	\$ 8,820.00	
ASPHALT TESTING SERIES				
Asphalt Coring (4" Diameter to 6" Thickness)	28	\$ 113.00	Each	\$ 3,164.00
		Subtotal:	\$ 3,164.00	
		Grand Total:	\$ 432,734.00	

**Minimum 4-hour charge per trip; Overtime will be charged 1.5 times to the regular rate (before and after 6am/pm and all day on weekends)*

Harris County Fee Schedule
Geotechnical Engineering and Construction Materials Engineering Services
Labor and Unit Rates
April 1, 2024

Categories	Code	Description	Standard	Unit	Rate
Labor Rates	10100	Principal, P.E.		Hr.	266
Labor Rates	10200	Senior Engineer, P.E. (10 yrs experience)		Hr.	218
Labor Rates	10300	Project Engineer, P.E. or Project Geologist, P.G.		Hr.	176
Labor Rates	10400	Graduate Engineer, Graduate Geologist or Project Manager		Hr.	122
Labor Rates	10500	Technician, NICET IV		Hr.	112
Labor Rates	10600	Technician, NICET III, HMA – II		Hr.	107
Labor Rates	10700	Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102		Hr.	96
Labor Rates	10750	Technician, ACI Field Grade I and TxDOT Soil SB –102		Hr.	83
Labor Rates	10800	Technician, ACI Field Grade I, TxDOT Soil SB – 101, or SB-102 or HMA – 1B		Hr.	69
Labor Rates	10900	Technician (Non-Certified)		Hr.	59
Labor Rates	11000	Senior Certified Welding Inspector, SCWI or Non Destructive Tester, ACCP Level III		Hr.	138
Labor Rates	11100	Welding Inspector, CWI or Non Destructive Tester, ACCP II		Hr.	122
Labor Rates	11200	Associate Welding Inspector CAWI		Hr.	80
Labor Rates	11400	Non Destructive Tester, ACCP II with Assistant (2 man crew)		Hr.	181
Labor Rates	11500	Administrative Assistant and Clerical Support		Hr.	75
Labor Rates	15000	Vehicle Charge		Hr.	13
Labor Rates	15100	Reimbursable Expenses			Cost+10%
Labor Rates	15200	Services provided by quotation			Cost+10%
Aggregates	20100	Sieve Analysis – Coarse Aggregates	C136	Ea.	66
Aggregates	20200	Sieve Analysis – Fine Aggregates	C136	Ea.	66
Aggregates	20300	Rel. Density & Absorption – Coarse Aggregates	C127	Ea.	98
Aggregates	20400	Rel. Density & Absorption – Fine Aggregates	C128	Ea.	119
Aggregates	20500	Bulk Density & Voids in Aggregate	C29	Ea.	46
Aggregates	20600	Absorption – Coarse Aggregates	C127	Ea.	54
Aggregates	20700	Absorption – Fine Aggregates	C128	Ea.	54
Aggregates	20800	Finer Than 75-um (No. 200) Sieve	C117	Ea.	60
Aggregates	20900	Organic Impurities in Fine Aggregates	C40	Ea.	59
Aggregates	21000	L.A Abrasion (Fine and Coarse Aggregate)	C131/535	Ea.	251
Aggregates	21100	Clay Lumps and Friable Particles	C142	Ea.	67
Aggregates	21200	Lightweight Particles	C123	Ea.	320
Aggregates	21300	Sand Equivalent	D2419	Ea.	79
Aggregates	21400	Na/Mg Sulfate Soundness of Aggregates (5 Cycles)	C88	Ea.	426
Aggregates	21500	Na/Mg Sulfate Soundness of Aggregates (add'l Cycles)	C88	Ea.	246

Harris County Fee Schedule
Geotechnical Engineering and Construction Materials Engineering Services
Labor and Unit Rates
April 1, 2024

Categories	Code	Description	Standard	Unit	Rate
Portland Cement Concrete	30050	Mix Design Review	None	Ea.	533
Portland Cement Concrete	30100	Compressive Str. Cylinder	C39	Ea.	21
Portland Cement Concrete	30200	Flexural Str. Beam	C78	Ea.	33
Portland Cement Concrete	30300	Split Tensile Str.(Incl prep)	C496	Ea.	132
Portland Cement Concrete	30400	Time of Set by Penetration	C403	Ea.	409
Portland Cement Concrete	30500	Linear Shrinkage & Thermal Coef (Bar)	C531	Set 3	395
Portland Cement Concrete	30600	Length Change of Hydraulic-Cement Mortar and Concrete	C490/C157	Set 3	156
Portland Cement Concrete	30700	Density of Structural Lightweight Concrete	C567	Ea	98
Portland Cement Concrete	30800	Concrete Coring, Minimum Charge	C42	Min	639
Portland Cement Concrete	30900	Concrete Coring (4" Diameter to 6" Thickness)	C42	Ea.	127
Portland Cement Concrete	31000	Concrete Coring, 4", Additional Thickness (Over 6" to 12")	C42	In	12
Portland Cement Concrete	31100	Concrete Coring, Additional Thickness (Over 12")	C42	In	15
Portland Cement Concrete	31110	Concrete Coring (6" Diameter to 6" Thickness)	C42	Ea.	192
Portland Cement Concrete	31112	Concrete Coring, 6", Additional Thickness (Over 6" to 12")	C42	In	18
Portland Cement Concrete	31113	Concrete Coring, 6", Additional Thickness (Over 12")	C42	In	24
Portland Cement Concrete	31200	Preparation of Core, Cap & Test	C42	Ea.	95
Portland Cement Concrete	31300	Measuring Length of Core	C174	Ea.	34
Portland Cement Concrete	31400	Pachometer Survey (Magnetic Induction)	None	Day	116
Portland Cement Concrete	31500	Probe Penetration Test Equipment (Plus Probes)	C803	Day	111
HMAC	40100	Mix Design Review	None	Ea.	533
HMAC	40200	HMAC Design (In-Place)	None	Ea.	2780
HMAC	40300	Trial Batch (Up to 5 Points) Excludes Testing	None	Ea.	1966
HMAC	40400	Additional Points	None	Ea.	283
HMAC	40500	Extraction/Gradation	Tex-210F	Ea.	245
HMAC	40600	Specific Gravity	D2041 & Tex-201F	Ea.	87
HMAC	40700	HVEEM Stability	Tex-208F	Set	115
HMAC	40800	Bulk Density – Lab Molded or Cores	Tex-207F	Set	65
HMAC	40900	Bulk Density Core	Tex-207F	Ea.	62
HMAC	41000	Molding Specimens	Tex-206F	Set	77
HMAC	41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea.	110
HMAC	41200	Apparent Specific Gravity	Tex-202F	Ea.	82
HMAC	41300	Abson Recovery	Tex-211F	Ea.	394
HMAC	41400	Moisture Susceptibility	Tex-531C	Ea.	573

Harris County Fee Schedule
Geotechnical Engineering and Construction Materials Engineering Services
Labor and Unit Rates
April 1, 2024

Categories	Code	Description	Standard	Unit	Rate
HMAC	41500	Penetration	D5	Ea.	104
HMAC	41600	Ductility	D113	Ea.	138
HMAC	41700	Viscosity	D2170	Ea.	115
HMAC	41800	Asphalt Coring, Minimum Charge	None	Min.	639
HMAC	41900	Asphalt Coring (4"Dia. to 6" Thickness)	None	Ea	113
HMAC	42000	Asphalt Coring (4"Dia. over 6" Thickness)	None	In	11
HMAC	42150	Asphalt Coring (6"Dia. to 6" Thickness)	None	Ea.	180
HMAC	42160	Asphalt Coring (6"Dia. over 6" Thickness)	None	In	16
HMAC	42200	Measuring Thickness of Asphalt	D3549	Ea.	27
HMAC	42300	PMA Extraction/Gradation	D2172	Ea.	328
HMAC	42400	PMA Extraction/Gradation	D6307	Ea.	203
HMAC	42500	Asphalt Content	D4125	Ea.	104
HMAC	42600	Molding Superpave Specimens	Tex-241-F	Set	565
HMAC	42700	Hamburg Wheel	Tex-242-F	Ea.	1130
Structural Steel	50100	Radiographic Source, Iridium	None	Day	148
Structural Steel	50200	Radiographic Source, Cobalt 60	None	Day	171
Structural Steel	50300	Ultrasonic Equipment	E114/E273/E587/E797	Day	110
Structural Steel	50400	Magnetic Particle Inspection	E709	Day	44
Structural Steel	50500	Skidmore-Wilhelm Tension Indicator	None	Day	174
Structural Steel	50600	Torque Wrench	None	Day	64
Structural Steel	50700	Discontinuity (Holiday) Equipment	None	Day	115
Structural Steel	50800	Dry Film Thickness Equipment (Tooke Gauge)	D4138	Day	44
Structural Steel	50900	Dry Film Thickness Equipment (Magnetic)	D7091	Day	44
Masonry	60100	Compressive Strength, Mortar Cubes	C109	Set 6	169
Masonry	60200	Compressive Strength, Mortar Cubes	C109	Ea.	28
Masonry	60300	Compressive Strength, Mortar or Grout Cylinder	C780/C39	Ea.	28
Masonry	60400	Compressive Strength, Grout Prism	C1019	Set 3	180
Masonry	60500	Measurement, Brick	C67	Ea.	71
Masonry	60600	Compressive Strength Test, Brick	C67	Ea.	40
Masonry	60700	Flexural Strength Test, Brick	C67	Ea.	55
Masonry	60800	Absorption of Brick, 24 hr.	C67	Ea.	87
Masonry	60900	Absorption of Brick, 5 hr.	C67	Ea.	86
Masonry	61000	Measurement, CMU	C140	Ea.	37

Harris County Fee Schedule
Geotechnical Engineering and Construction Materials Engineering Services
Labor and Unit Rates
April 1, 2024

Categories	Code	Description	Standard	Unit	Rate
Masonry	61100	Weight, CMU	C140	Ea.	104
Masonry	61200	Moisture Content, CMU	C140	Ea.	104
Masonry	61300	Compressive Strength, CMU	C140	Ea.	170
Masonry	61400	Compressive Strength, CMU Hollow Prism	C1314	Ea.	226
Masonry	61500	Compressive Strength, CMU Grouted Prism	C1314	Ea.	339
Fireproofing	70100	Density of SFRM	E605	Ea.	46
Fireproofing	70200	Cohesion/Adhesion of SFRM (Equipment only)	E736	Ea.	35
Roofing	80400	Compressive Strength of Lwt. Insulating Concrete	C495	Set 4	146
Roofing	80500	Compressive Strength of Lwt. Insulating Concrete	C495	Ea.	38
Roofing	80600	Unit Weight of Lwt. Insul. Concrete	C495	Set 2	66
Soils	90100	Liquid and Plastic Limits	D4318	Ea.	76
Soils	90200	Moisture Content of Soils by Mass	D2216	Ea.	12
Soils	90300	Moisture Content by Microwave	D4643	Ea.	38
Soils	90400	Sieve Analysis	D422	Ea.	69
Soils	90500	Sieve Analysis w/ Hydrometer	D422/D7928	Ea.	164
Soils	90600	Percent Passing #200 Sieve	D1140	Ea.	59
Soils	90700	Specific Gravity	D854	Ea.	71
Soils	90800	pH of Soils	D4972	Ea.	21
Soils	90900	Unconfined Compressive Strength	D2166	Ea.	54
Soils	91100	Unconsolidated-undrained Triaxial Compression	D2850	Ea.	77
Soils	91200	One-Dimension Consolidation	D2435	Ea.	479
Soils	91300	Consolidation, Additional Increment	D2435	Ea.	62
Soils	91400	Dispersive Characteristic by Pinhole Test	D4647	Ea.	345
Soils	91500	Dispersive Characteristic by Crumb Test	D6572	Ea.	46
Soils	91600	Double Hydrometer	D4221	Ea.	266
Soils	91700	Soil Suction – Filter Paper	None	Ea.	69
Soils	91900	California Bearing Ratio	D1883	Ea.	259
Soils	92000	Soil Shrinkage Factors by Mercury Method	D427	Ea.	77
Soils	92100	Soil Shrinkage Factors by Wax Method	D4943	Ea.	97
Soils	92200	One-Dimensional Swell, Cohesive Soil	D4546	Ea.	373
Soils	92300	OMD Standard Compaction	D698	Ea.	246
Soils	92400	OMD Modified Compaction	D1557	Ea.	263
Soils	92500	Max. & Min. Density – Sand	D4253/D4254	Ea.	320

Harris County Fee Schedule
Geotechnical Engineering and Construction Materials Engineering Services
Labor and Unit Rates
April 1, 2024

Categories	Code	Description	Standard	Unit	Rate
Soils	92600	Percent Solids in Lime Slurry	None	Ea.	52
Soils	92700	Optimum Lime Content – pH Method	D6276	Ea.	283
Soils	92800	Optimum Lime Content – PI Method	None	Ea.	292
Soils	94100	Cement Sand Compressive Strength	D1633	Ea.	86
Soils	94200	Cement Content of Soil-Cement	D806	Ea.	377
Soils	94300	Sieve Analysis - Base Material	C136	Ea.	115
Soils	94400	Compressive Strength Treated Base	Tex-120E	Ea.	311
Soils	94500	OMD Standard Compaction, Treated	D698	Ea.	273
Soils	94600	OMD Modified Compaction, Treated	D1557	Ea.	289
Soils	95100	Nuclear Density Gauge	D6938	Hr.	13
Slip-Lining and Manhole Repair	100200	Coring and Strength of Gunite Panel	C42/C39	Core	147
Subsurface Exploration(Geotechnical	110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	None	Ft	24
Subsurface Exploration(Geotechnical	110020	Soil Boring, Intermittent 3-in. dia. (50' to 100')	None	Ft	27
Subsurface Exploration(Geotechnical	110030	Soil Boring, Continuous 3-in. (0 to 20')	None	Ft	27
Subsurface Exploration(Geotechnical	110031	Soil Boring, Continuous 3-in. (20' to 50')	None	Ft	32
Subsurface Exploration(Geotechnical	110032	Soil Boring, Continuous 3-in. (50' to 100')	None	Ft	45
Subsurface Exploration(Geotechnical	110040	Soil Boring over 100' (Surcharge)	None	Ft	12
Subsurface Exploration(Geotechnical	110050	Wash Boring	None	Ft.	15
Subsurface Exploration(Geotechnical	111060	Auger Boring	None	Ft.	14
Subsurface Exploration(Geotechnical	110070	Undisturbed/Split-Spoon in Wash/Auger	None	Ea.	48
Subsurface Exploration(Geotechnical	110071	Piezometer Installation	None	Ft.	26
Subsurface Exploration(Geotechnical	110072	Piezometer Abandonment	None	Ft.	21
Subsurface Exploration(Geotechnical	110080	Grouting of Completed Boring	None	Ft.	13
Subsurface Exploration(Geotechnical	110090	ATV Surcharge	None	Ft.	11
Subsurface Exploration(Geotechnical	110100	Minimum Charge for the Exploration (to be used if charges are less than \$1000.00)	None	LS	1065
Subsurface Exploration(Geotechnical	110110	Mobilization/Demobilization	None	LS	746
Subsurface Exploration(Geotechnical	110120	TDH Cone Penetration Test	None	Ea.	33
Subsurface Exploration(Geotechnical	110130	ATV Mobilization Surcharge	None	LS	266
Subsurface Exploration(Geotechnical	110140	Portable Drilling Rig Operation (Crew of two)	None	Hr	320
Subsurface Exploration(Geotechnical	110150	Standby (Crew of two)	None	Hr	320
Subsurface Exploration(Geotechnical	110160	Daily Mobilization (Crew)	None	Day	565

GENERAL CONDITIONS

1. LABORATORY will represent CLIENT in a professional manner, using proper skills and care normally associated with the type of project and geographical location of the PROJECT.
2. No warranty is intended or implied other than the LABORATORY will use all proper skills and care as detailed in section above
3. THE LABORATORY is not responsible for locating or identifying underground utilities. Although the LABORATORY will take all reasonable care to avoid damage or injury to subterranean structures or utilities, the CLIENT agrees to hold the LABORATORY harmless for any damages to subterranean structures, which are not called to LABORATORY'S attention and correctly shown on the plans furnished. The client further agrees to provide the right of entry to the LABORATORY and all necessary equipment required to complete the work. While the LABORATORY will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

FEE PAYMENT:

1. Payment is due upon receipt of invoice. LABORATORY reserves the right to withhold any letters and reports pending payment for services.

DISPUTE RESOLUTION:

The CLIENT agrees that any and all disputes, disagreements or claims between LABORATORY and the owner and all construction contractors and subcontractors or any other interested party on the project arising from LABORATORY's professional acts, errors omissions or any other reasons will be resolved by Mandatory binding arbitration. The CLIENT further agrees to require of the contractor and his subcontractors and all interested party, an identical dispute resolution agreement for any and all disputes, disagreements or claims between the LABORATORY and the contractor, subcontractor or any other interested party arising from LABORATORY's professional acts, errors, omissions, or any other reasons. the dispute resolution clause will be applicable to all successors or assigns.

LIMITATION OF LIABILITY:

The CLIENT agrees to limit LABORATORY'S liability to the owner and all construction contractors and sub-contractors on the project arising from LABORATORY'S professional acts, errors, or omissions, such that the total aggregate liability of LABORATORY to all those named shall not exceed LABORATORY'S total fee for the services rendered on this project. The CLIENT further agrees to require of the contractor and his subcontractors an identical limitation of LABORATORY'S liability for damages suffered by the contractor or subcontractor arising from LABORATORY'S professional acts, errors, or omissions. Neither the contractor nor the subcontractor assumes ant liability for damages to others, which may arise on account of LABORATORY'S professions acts, errors, or omissions.

EXTENT OF AGREEMENT:

This agreement, including these terms and conditions, represents the entire agreement between LABORATORY and CLIENT and supersedes any previous agreements, negotiations, or representations, whether oral or written. This agreement may be amended only in writing, signed by both LABORATORY and CLIENT

CONFIDENTIALITY:

Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constitutes Confidential Information.

Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. The receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose.

Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Initials _____



EXHIBIT B: ENGINEER TEAM ACKNOWLEDGMENTS

1. The following is the group of providers selected to perform the obligations described in the Agreement.
2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under "Special Designation" Box:
 -  MWBE (Minority and Women Owned Business Enterprise)
 -  HUB (Historically Underutilized Business)
 -  DBE (Disadvantaged Business Enterprise)
3. Also, all contract values must be identified in the table under "Contract Value".

Responsibility	Firm	NAICS Code	Special Designation	Contract Value (M/WBE)	Contract Value (Non M/WBE)
Prime	Associated Testing Laboratories, Inc.	541380	MBE/DBE	\$432,734.00	
Surveying					
Environmental					
Traffic Engineering					
Landscape					
Other					
Total				\$432,734.00	\$0.00

Total Contract Value in dollars:

\$432,734.00

Percent of contract in dollars allocated to (MWBE, HUB, or DBE) Consultants:

100.00%

 The Engineer understands that it is solely responsible and liable to the County for the completion of all obligations under the Agreement.

 A proposed decrease in the contract value for any MWBE, HUB, or DBE listed on this Exhibit must be approved by the Department of Economic Equity and Opportunity (DEEO).

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING AGREEMENT BETWEEN HARRIS COUNTY AND ASSOCIATED TESTING LABORATORIES, INC. FOR PROFESSIONAL ENGINEERING SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Agreement between **Harris County** and **Associated Testing Laboratories, Inc.** for Professional Engineering Services. The attached Agreement, including any addendums, may be executed with an electronic or facsimile signature. The Harris County Engineering Department is authorized to request the Harris County Purchasing Agent to expend up to **\$432,734.00** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement.
2. The Harris County Engineering Department and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.