

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is between **Harris County**, a body corporate and politic under the laws of the State of Texas, hereinafter called "County", acting herein for the **Harris County Toll Road Authority** (HCTRA), a division of the County; and **Fugro USA Land, Inc.**, hereinafter called the "Engineer" or "Company".

WITNESSETH:

WHEREAS, the County proposes to hire the Engineer to provide construction materials testing and geotechnical engineering services for improvements to the Sam Houston Tollway between IH 69S and US 290, consisting of the installation of High-Mast Illumination, hereinafter called the "Project";

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendix A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 262, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services; and

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to the Executive Director of HCTRA supervisory and management authority over the Engineer;

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

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

1. General

- a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the contractors for the Project or any other party. All services rendered by the Engineer under this Agreement shall be performed

under the supervision of Harris County. The Engineer shall render services in accordance with generally accepted professional standards and use the degree of care and skill reasonably necessary to ensure compliance with all applicable laws and regulations.

- b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and deficiencies in its documents.
- c. The Engineer will collaborate with the County's personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System known as "CAPTRAC". The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, request for information (RFIs), change orders, pay estimates, reports, plans, and technical data. The County and the Engineer will use "CAPTRAC" to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.
- d. The Engineer will collaborate with the County's personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by the County on "CAPTRAC" at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:
 1. At all critical milestones;
 2. At established periodic intervals; and
 3. Following completion of the work as a final Project record, including applicable record drawings.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendix A ("Scope of Services").

3. Compensation and Payment

- a. The Engineer shall be entitled to payment based on hourly rates and reimbursement as set forth in this section, and the Engineer agrees that such payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$350,000.00** and the Engineer shall not be obligated to perform further

services hereunder once such sum has been earned, except to the extent that HCTRA has given prior written authorization to perform additional services and receive compensation therefore from funds in excess of such figure and within the maximum sum available under 3.c.

- (1) All hourly billing for defined services and any additional services not included in the Scope of Services under this Agreement, 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 County. Services will be reimbursed at the salary rates and reimbursement as set forth in Appendix B (Harris County Fee Schedule), provided that should the Commissioners Court of Harris County revise the Harris County Fee Schedule from time to time during the term of this Agreement, the Engineer shall be entitled to payment based on hourly rates and reimbursement as set forth in each revised Harris County Fee Schedule as it becomes effective for use in future County testing and geotechnical contracts, and the Engineer agrees that such payment will constitute full compensation for the performance of services under this agreement. Payment will be made to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly salary rates cannot exceed those set forth in Appendix B. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Overtime for field services is applicable for any hours worked over 40 hours per week performed on a HCTRA Project by any one individual. Hours exceeding 40 hours performed on a HCTRA Project in a pay cycle shall be billed at the hourly rate(s) for each employee using the following multipliers: 1.0 for any Engineer classified position and 1.5 times for any Lab Technician classified position. The Engineer must seek written HCTRA approval prior to scheduling a worker for overtime. If the Contractor works a regular second night shift, then the Inspector/Lab Technician assigned to work the second shift (between the hours of 8:00 pm and 5:00 am) will do so as normal working hours and will not receive overtime until they work over 8 hours per day or more than 40 hours per week. If the Engineer consistently requires overtime to support Project work, the Engineer may be required to add an additional Project member(s) at the contract rate(s) indicated in Appendix B attached. The Engineer also shall be entitled to expense reimbursement as set forth in Appendix B. Other expenses, if any, may be reimbursed hereunder only when HCTRA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred.

- (2) Where subcontractors are employed by the Engineer to perform services specified in this Agreement, the Engineer will be reimbursed for subcontractors' salaries and hourly rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Engineer for non-salary costs incurred by subcontractors will be on the same basis as if the costs were incurred by the Engineer. The Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts. Total contract amounts shall include subcontractor fees.
- b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to County employees established by the Harris County Auditor. HCTRA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable 30 days from receipt.
- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$350,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end **600** calendar days from that date, except to the extent continued performance after that date is authorized in writing by the Executive Director of

HCTRA or his designee. The Engineer is responsible for notifying HCTRA thirty days prior to the end of the contract.

5. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3. above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b, above.
- b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County 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 law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 13 (Appearance as Witness), or 16 (Indemnification).
- c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The County'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 County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its 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 law.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds and a yearly revenue fund account. It is

expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from these sources of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed as provided in Paragraph 4., above, to cancel this Agreement and in the event of such cancellation, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

The Engineer will permit the County, or any duly authorized agent of HCTRA, to inspect and examine the pertinent books and records of the Engineer, but only for the purpose of verifying the direct salary costs, overtime work, and out-of-pocket expenses for additional services charged to the Project described in and contemplated by Paragraph 3. a., above.

9. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the 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 HCTRA, to perform the services when and as required and without delays. It is understood that HCTRA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for HCTRA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer or subcontractors 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 or subcontractor of the Engineer who, in the opinion of HCTRA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of HCTRA, immediately be removed from association with the Project.

- c. Except as otherwise specified in Paragraph 10. below, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Items to be Furnished to the Engineer by HCTRA

The following items will be supplied to the Engineer by HCTRA.

- a. Digital copies of construction contract plans and specifications for the Project area.
- b. Access to approved shop drawings, construction drawings and all other necessary items to verify that materials furnished conform to the contract plans and specifications.

11. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of HCTRA. Responsibility to HCTRA for sublet work shall remain with the Engineer.

12. Conferences

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

13. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences 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. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

14. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and, to the extent that the Engineer has actual knowledge, the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, it is understood that the Engineer shall be responsible for

complying with Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its sub-contractors fully comply with Section 2251.023 Texas Government Code.

15. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project. The Engineer's insurance policies shall be the primary policies. Under no circumstances will the County be liable for any policy premiums or deductibles. The Minimum Insurance Requirements are attached hereto as Appendix C.

16. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS 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 THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONTRACTORS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

17. Delivery of Notices, Etc.

- a. All routine written notices, invoices, change orders, etc. are to be delivered to the Deputy Director, Engineering/Construction at the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040. Attention: Executive Director.

- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Fugro USA Land, Inc., 6100 Hillcroft Avenue, Houston, Texas 77081, Attention: Anwar Akhtar, P.E., or at such other place or places as the Engineer may designate by written notice delivered to the County.

18. 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 County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or 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.

19. The County's Acts

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

20. Limitations

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

21. Captions Not a Part Hereof

The captions or subtitles 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.

22. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Harris County, Texas and the parties hereto acknowledge that venue is proper in Harris County,

Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

23. Successors and Assigns

The County 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.

24. Independent Contractor

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent contractor, not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

- a. The Services performed by the Engineer under this Agreement are performed by the Engineer as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the parties. The Engineer shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. The Engineer has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and the Engineer.
- b. The Engineer warrants that it will comply with all applicable federal and state laws including, but not limited, to the Prompt Pay Act, in the payment of its employees or subcontract employees.
- c. The Engineer is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. The Engineer shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.
- d. The Engineer's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. The Engineer and the workers furnished by the Engineer shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.

25. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295, must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

26. Additional Statutory Requirements

Company represents and certifies that, at the time of execution of this Agreement, Company (including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will Company engage in scrutinized business operations or other business practices that would cause it to be listed during the term of this Agreement.

27. Dispute Resolution

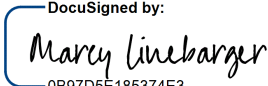
In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the County and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise. This provision does not preclude available legal remedies in the event the parties are unable to resolve said conflicts through mediation.

28. Historically Underutilized Business Requirements

In accordance with Section 284.007 of the Texas Transportation Code, the County shall make a good faith effort to meet or exceed goals provided under Section 284.007(b) for awarding contracts and subcontracts associated with a project it operates, maintains, or constructs to historically underutilized businesses. For purposes of this section, the term "historically underutilized business" has the meaning given to such term in subsection (d) of Section 284.007, Transportation Code. The Engineer agrees to reasonably assist the County in its efforts to meet or exceed the goals provided under Section 284.007(b) for awarding contracts or subcontracts to historically underutilized businesses.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

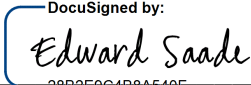
By: 
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MARCY LINEBARGER
Assistant County Attorney

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date: _____

FUGRO USA LAND, INC.

By: 
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Name: Edward Saade
Title: President, Fugro (USA) Inc.
Date: 5/25/2021

APPENDIX A

SCOPE OF SERVICES

Fugro USA Land, Inc.

A. General

The Engineer will provide professional engineering services in regard to Construction Materials Testing and Geotechnical Engineering Services for the Project.

B. Materials Sampling and Testing Services

The Engineer will perform on-site materials sampling and testing services as well as laboratory testing.

1. Field and Laboratory Materials Sampling and Testing

The Engineer will furnish a qualified Field and Laboratory Testing Technician to complete all the required construction materials sampling, testing and inspection services on the Project as required by Harris County in accordance with the Harris County Toll Road Authority (HCTRA) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2017, the Special Provisions, the Special Specifications, the Plans for the assigned jobs and the Approved Materials Guide Schedule for Sampling and Testing. Scheduling of the required materials testing/sampling will be done through HCTRA's designated Project staff who will communicate with the lab daily concerning the materials sampling/testing schedule.

2. Reports

The Engineer will ensure all testing reports are being completed in full and in a timely manner as required by the Harris County Fee Schedule General Notes set out in Appendix B, including the Engineer's signature, and will complete any other additional reports as necessary to monitor and document the construction progress, as required by HCTRA. The format and documentation requirements will be as established by HCTRA personnel.

The Engineer will report failing laboratory test results to HCTRA's Project management team and contractor by telephone, and email/CAPTRAC notification on the date of the failing test.

3. Field Sampling/Testing

Complete Daily Materials Sampling and Testing Activities and Reports.

Conduct Material Sampling, Transporting and Testing as required according to testing standards.

Prepare construction material testing reports and provide copies of the reports to Harris County.

Provide print and reproduction as authorized by HCTRA.

4. Construction Meeting

Attend pre-construction meeting to ensure proper lines of communication are outlined and pre-construction requirements associated with the Project are documented and communicated to the Construction Contractor.

Attend weekly/bi-weekly progress construction meetings when requested to address any material sampling/testing issues.

5. Special Tasks

Provide HCTRA with a copy of the Engineer's Quality Assurance/Quality Control (QA/QC) Procedures/Plan/Program prior to beginning work on the Project. Perform the QA/QC program as required to ensure the Engineer's staff is performing its duties properly.

Assist HCTRA in preparation and documentation of factual evidence for claim negotiations, hearings or litigation, as required.

Monitor use of technicians to optimize utilization of available technicians and minimize overtime through the use of multiple technicians. Use the Project master numbering system for labeling of all test specimens.

Maintain and perform periodic calibration of all on-site testing equipment.

When requested, provide HCTRA with a copy of all working field notes.

6. Visitors to the Project

The Engineer or its representatives are to politely greet any visitor, identifying himself/herself and ask for the visitor's identification and inquire about how the person can be helped. If the visitor is the County Judge, a County Commissioner, County Engineer or a member of their staff, the

Engineer or its representative shall immediately notify HCTRA's Project Manager. The Engineer will provide the visitors with the proper safety attire (hard hat and vest) and offer to take them on a tour of the Project. If the visitor is someone with no official business, he or she should be told that the area is a construction site, that it is very dangerous and to leave the site immediately. If the visitor is a member of the Media, politely decline any interview request. Direct all media requests for interviews or questions concerning the construction Project to the HCTRA Communications at telephone number: 713-587-7800 or to another Project spokesperson designated by HCTRA. No consultant or contractor is authorized to speak for or on behalf of the County. Any incident involving the media or trespassers on the site shall be documented on the daily construction report.

7. CAPTRAC

The Engineer is required to use CAPTRAC and its integrated Document Control System in accordance with procedures issued by Harris County. The County will provide a system login account and training of the Engineer's personnel sufficient to facilitate access to the Project data reporting and maintenance obligations. Any new or changed information that is procedurally required to be maintained by the Engineer on CAPTRAC must be entered into CAPTRAC, via the Internet, within 24 hours of that information being known to the Engineer.

APPENDIX B

FEE SCHEDULE

Fugro USA Land, Inc.

Labor:

All labor rates will be in accordance with the attached "Harris County Fee Schedule, Construction Materials Engineering Services, Labor and Unit Rates, Effective January 1, 2020." The overtime fee schedule is modified as follows:

* General Notes. Item 7, Compensation and Invoicing. Paragraph 7.4, is voided and replaced by the following:

Overtime for field services is applicable for any hours worked over 40 hours per week by any one individual on a HCTRA Project or more than 8 hours per day. If the contractor works a regular second night shift, then the Inspector/Lab Technician assigned to work the second shift (between the hours of 8:00 pm and 5:00 am) will do so as normal working hours and will not receive overtime until they work over 8 hours per day or over 40 hours per week.

Expenses:

All Reimbursable expenses will be in accordance with the attached "Harris County Fee Schedule, Construction Materials Engineering Services, Labor and Unit Rates, Effective January 1, 2020".

Testing:

All Tests will be in accordance with the attached "Harris County Fee Schedule, Construction Materials Engineering Services, Labor and Unit Rates, Effective January 1, 2020".

APPENDIX C
MINIMUM INSURANCE REQUIREMENTS

Fugro USA Land, Inc.

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor 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, USL&H (United States Longshore and Harbor Works Act) and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease—Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.
Rev. 10/2011

ORDER OF COMMISSIONERS COURT
Authorizing Agreement with Fugro USA Land, Inc.

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 WITH
FUGRO USA LAND, INC. TO PROVIDE CONSTRUCTION MATERIALS TESTING
AND GEOTECHNICAL ENGINEERING SERVICES FOR IMPROVEMENTS TO THE
SAM HOUSTON TOLLWAY BETWEEN IH 69S AND US 290, CONSISTING OF THE
INSTALLATION OF HIGH-MAST ILLUMINATION

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement in an amount not to exceed \$350,000.00 with Fugro USA Land, Inc. to provide construction materials testing and geotechnical engineering services for improvements to the Sam Houston Tollway between IH 69S and US 290, consisting of the installation of High-Mast Illumination. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.