PROFESSIONAL SERVICES AGREEMENT

(Professional On-Call Geotechnical Engineering Services)

1. PARTIES

1.1 Parties. The Parties to this Professional Services Agreement are **Terracon Consultants, 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 Professional Services Agreement Description. County desires that Engineer provide Professional On-Call Geotechnical Engineering and related Services as may be needed in connection with various Projects in Harris County Precinct 3.

2.2 Professional Engineering Services. The professional services 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 for the respective professional services. The professional engineering services shall be performed in accordance with Tex. Occ. Code Ann. §§ 1001.001, et. seq, as amended.

2.3 Professional Services Procurement Act Professional Services. The work 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 Employment Eligibility for Federal Funds. Engineer represents that the personnel and staff of Engineer performing any work pursuant to this Agreement are authorized to work in the United States, and Engineer has properly completed and retained all required Employment Eligibility Verification forms (Form I-9).

3.5 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 administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement.

3.6 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.

3.7 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 1001 Preston, 7th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit the form by email to HCEDAdminSvcs@hcpid.org.

3.8 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.

3.9 Delinquent Child Support Certification for State Funds. Engineer understands Engineer's responsibility to verify whether the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% of Engineer is a child support obligor who is more than 30 days delinquent. Pursuant to Section 231.006 of the Texas Family Code (regarding State-funded grants), Engineer certifies that Engineer is not ineligible to receive the specified grant, loan, or payment. If this certification is inaccurate, County may terminate this Agreement and withhold payment.

3.10 Federal Program Payee Certification For Federal Funds. Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion for Covered Contracts, Engineer certifies, by execution of this Agreement, that neither Engineer nor any of Engineer's principals (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency or by the State of Texas; (b) is presently under indictment for (or otherwise criminally or civilly charged by a governmental entity) or within a three-year period preceding this certification been convicted of or had an adverse civil judgment for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property (including Medicare or Medicaid fraud); nor (c) has within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default. (The words 'covered contract,' 'debarred,' 'suspended,' 'participant,' 'persons,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145). By making this certification, Engineer agrees to the following terms: (A) The above certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. If it is later determined that Engineer knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the federal government may pursue available remedies, including suspension and/or debarment. (B) Engineer shall provide immediate written notice to the person to which this certification is submitted if at any time Engineer learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (C) Engineer

shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the applicable federal department or agency. (D) Engineer, when submitting this certification, will include this contract clause, without modification, in all covered subcontracts/subawards and in solicitations for all covered subcontracts, in addition to obtaining from the subcontractor any separate applicable form certification (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts) that would be required for this Agreement. Any such form shall be maintained for a minimum of 4 years and 90 days following either the end of the federal fiscal year in which any work, products, services, licenses and/or deliverables were provided under this Agreement or the termination date of this Agreement. A subrecipient or contractor may rely upon certification of a subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A subrecipient or contractor must, at a minimum, obtain certifications from any covered subcontractor upon the initiation of each and upon each renewal. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of a subrecipient or contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for subrecipients or contractors authorized under requirement (C) of these terms, if a subrecipient or contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the federal government may pursue available remedies, including suspension and/or debarment. Engineer certifies that neither Engineer, nor any person providing work, products, services, licenses and/or deliverables is excluded, debarred, or suspended from any federal program, including Medicaid and Medicare, pursuant to 48 CFR Part 9. Engineer must provide written certification to HCED annually, unless requested more frequently. Engineer acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. In addition, if Engineer becomes excluded, debarred, or suspended from any federal program, this Agreement may be terminated by HCED without prior notice, and Engineer is not entitled to receive payment for services from the date of such exclusion, debarment, or suspension. Engineer shall sign a separate applicable form certification (regarding debarment, suspension, ineligibility, and voluntary exclusion for certain covered contracts) if required by a funding entity.

3.11 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 any Attachment A and all other referenced attachments incorporated in this Agreement (all together 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. Prior to each such written authorization, HCED may present to Engineer a request for proposal defining or confirming the nature and scope of any work, services, products, and/or deliverables desired by HCED. Within five days of receipt of each such request for proposal, Engineer shall prepare and deliver to HCED, at no cost, a written proposal consistent with the terms of this Agreement, describing or confirming the proposed scope of any work, services, products, and/or deliverables, the qualifications of any subcontractor to perform and meet the standards of this Agreement, the proposed method of payment, a proposed or confirmed maximum fee for the proposed work, services, products, and/or deliverables, and the anticipated time of completion and/or deadlines. Upon reviewing each proposal/confirmation, HCED shall either disapprove same (upon which occurrence HCED may, at its option, request a new proposal, such request to be acted upon by Engineer in the same manner as an original request for proposal) or furnish Engineer with written (including electronic) authorization for the proposed work, services, products, and/or deliverables authorizing Engineer to provide the work, products, services, licenses and/or deliverables as set forth in the proposal for such fee and within such time and maximum compensation limits as set forth in the proposal and consistent with the terms of this Agreement. All other provisions notwithstanding, for On-Call Agreements, the written (including electronic) authorization may request any work, products, services, licenses and/or deliverables that are of the same character and purpose as the specific scope of work tasks and descriptions in the underlying agreement between the Parties. Engineer shall complete the services called for by the calendar days and by the deadlines specified in this Agreement, including exhibits and written authorizations. For On-Call Agreements, HCED will first determine whether Engineer is still the most highly qualified provider available before delivering 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.

4.3 Record Keeping. Engineer shall, at no additional charge, maintain a record of each purchase order received under the Agreement and shall provide a status report to the County Engineer or his designee upon receipt of each purchase order. The status report shall consist of a spreadsheet, that clearly indicates the project names, purchase order numbers and amounts, the Limit of Appropriation amount, and the balance remaining that may be certified as available for additional purchase orders under this Agreement.

4.4 Federal and/or State Funding Obligations for On-Call Agreements. All other provisions notwithstanding, the obligations of Engineer in sections that include ‘For Federal Funds’ and/or 'State Funds' in the title shall not apply when the written authorization indicates that neither federal nor state funds will be used to fund the Parties' obligations for the Scope of Work or project described in the written authorization.

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 Engineer 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. All other provisions notwithstanding, for On-Call Agreements, County may procure services under this Agreement for any Harris County department or agency.

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 employees or independent contractors 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 HCED 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 HCED within 10 working days of the change. Engineer shall provide ownership information to HCED 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. Any subcontractor must meet all funding entity requirements as well as all requirements contained in this Agreement, which must be documented in a written agreement between Engineer and any 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 on-call professional services required under this Agreement. 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 (who have been assigned by Engineer to manage the Scope of Work and who are licensed to practice in the State of Texas) shall be present and represent Engineer at meetings of any official nature concerning the County's 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 Engineer otherwise set forth in the Scope of Work or approved in writing by HCED. In addition, Engineer shall adhere to all applicable County engineering standards and design criteria.

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. In the event and to the extent that such works are determined not to constitute works-made-for-hire (as that term is understood in copyright law), 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) with the same force and effect as if prepared by County, including mylar reproducibles, 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 the 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 the Engineer 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 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 the 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 County's 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, including those that prohibit discrimination in Federally assisted programs or activities, such as the Civil Rights Acts (including Section 601), the Age Discrimination Act, the Religious Freedom Restoration Act, the Omnibus Crime Control and Safe Streets Acts, the Victims of Crime Act, the Americans with Disabilities Act, the Drug Abuse Office and Treatment Act of 1972 (relating to nondiscrimination on the basis of drug abuse), the Comprehensive Alcohol Abuse and Alcoholism

Prevention, Treatment and Rehabilitation Act of 1970 (relating to nondiscrimination on the basis of alcohol abuse or alcoholism), §§523 and 527 of the Public Health Service Act of 1912 (relating to confidentiality of alcohol and drug abuse patient records), the Rehabilitation Act, Title IX of the Education Amendments of 1972 (prohibiting gender discrimination), Juvenile Justice and Delinquency Prevention Act – JJDP (anti-discrimination), and the United States Internal Revenue Code requirements for independent contractors, and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army. To permit effective enforcement of such laws, Engineer agrees to compile data, maintain records, and submit reports as required. This assurance is binding on Engineer (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Engineer agrees that any government agency or entity may seek judicial enforcement of this assurance under this Agreement. The person whose signature appears on this Agreement is authorized to sign this assurance on the behalf of Engineer. 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 Lobbying Certification for Federal Funds. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 or 32, U.S. Code (entitled 'Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions' -- also known as the Byrd Anti-Lobbying Amendment), which generally prohibits recipients of Federal grants and cooperative agreements from using Federal appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Pursuant to (and to the extent required by federal funding requirements), Engineer certifies, to the best of Engineer's knowledge or belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. In addition, Engineer shall not use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the funding entity. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, or cooperative agreement, Engineer shall complete and submit Standard Form-LLL (Disclosure Form to Report Lobbying), in accordance with its instructions, if or when it becomes applicable. Engineer shall comply (and enforce compliance by Engineer's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. Engineer and the person executing this Agreement on behalf of Engineer certify and represent that Engineer will comply with the requirements of this provision. Engineer shall require the language of this provision be included in all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of Engineer. This certification/representation applies to this Agreement and is a material representation of fact upon which County relied when entering into this transaction. This certification/representation shall be binding on

Engineer (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Engineer agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement. Any person who fails to file the required certification may be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5.16 Drug Free Workplace Certification for Federal Funds. If the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee, as applicable, unless specifically and explicitly determined by the federal funding agency to be inapplicable, profit or non-profit agencies or organizations receiving state or Federal grant funds must certify, on an annual basis, their compliance with the requirements of the Drug Free-Workplace Act of 1988. Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function. Engineer shall comply (and enforce compliance by Engineer's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. Engineer and the person executing this Agreement on behalf of Engineer certify and represent that Engineer will comply with the requirements of this provision. Engineer shall require the language of this provision be included in all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of Engineer. This certification/representation applies to this Agreement and is a material representation of fact upon which County relied when entering into this transaction. This certification/representation shall be binding on Engineer (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Engineer agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement.

5.17 Trafficking Victims Protection Act for Federal Funds. Unless specifically and explicitly determined by the federal funding agency to be inapplicable, Engineer shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). During the applicable time period, Engineer (as well as any of Engineer's agents, employees, volunteers, and subcontractors performing work under this Agreement) shall not engage in trafficking in persons, procure a commercial sex act, or use forced labor. Engineer shall inform HCED immediately of any information it receives from any source alleging a violation of this section. Engineer shall comply (and enforce compliance by Engineer's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. Engineer and the person executing this Agreement on behalf of Engineer certify and represent that Engineer will comply with the requirements of this provision. Engineer shall require the language of this provision be included in all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of Engineer. This certification/representation applies to this Agreement and is a material representation of fact upon which County relied when entering into this transaction. This certification/representation shall be binding on Engineer (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Engineer agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement.

5.18 Non-Federal Employees Whistleblower Protection Act for Federal Funds. Unless specifically and explicitly determined by the federal funding agency to be inapplicable, Engineer shall comply with and be subject to the whistleblower rights and remedies in the pilot program on award recipient/contractor employee whistleblower protections (Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection) established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Engineer shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights, remedies, and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition

Regulation. During the applicable time period, Engineer (as well as any of Engineer's agents, employees, volunteers, and subcontractors performing work under this Agreement) shall not retaliate against employees (including discharge, demotion, or other discrimination as a reprisal) who discloses information that the employee reasonably believes is evidence of (a) gross mismanagement of a Federal contract or grant, gross waste of, or abuse of authority related to, the use of a Federal contract or grant; (b) a violation of a rule or regulation related to a federal agency contract or grant; or (c) a substantial and specific danger to public health or safety danger or a violation of law, rule, or regulation related to a Federal contract or grant. Engineer shall inform HCED immediately of any information it receives from any source alleging a violation of this section. Engineer shall comply (and enforce compliance by Engineer's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. Engineer and the person executing this Agreement on behalf of Engineer certify and represent that Engineer will comply with the requirements of this provision. Engineer shall require the language of this provision be included in all covered sub-awards at all tiers over the simplified acquisition threshold (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of Engineer. This certification/representation applies to this Agreement and is a material representation of fact upon which County relied when entering into this transaction. This certification/representation shall be binding on Engineer (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Engineer agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement.

5.19 Clean Air and Water Pollution Control Acts for Federal Funds. Engineer shall comply (and require contracts of amounts in excess of $100,000 to contain a provision that requires the contractor to agree to comply) with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5.20 False Claims Act Reporting for Federal Funds. Engineer must promptly refer to the DOJ OIG any credible evidence that any person has either l) submitted a false claim for grant funds as defined under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict-of-interest, bribery, gratuity, or similar misconduct involving grant funds. Engineer shall comply with all applicable federal anti-fraud and anti-corruption statutes, e.g., 18 U.S.C.A. 286 (regarding conspiracy to defraud the Federal Government with Respect to Claims); the False Claims Act (31 U.S.C.A. 3729 et seq.); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 et seq.); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 et seq.); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 et seq.); and Section 208(a) of the Intergovernmental Personnel Act of 1970.

5.21 Funding Accountability and Transparency Act Reporting for Federal Funds. Engineer shall promptly submit all information to HCED that County is required to submit to the funding entity, including Engineer employee compensation information.

5.22 Funding Entity Requirements. Engineer shall comply with all applicable funding entity and grant policies, procedures, requirements, terms and conditions (including those found in any Notice of Award and the underlying contract between the funding entity and County, which shall control over this Agreement), and guidelines, including those applicable to federal (available at http://www.whitehouse.gov/OMB/circulars/) and state funds, in the performance of this Agreement, including but not limited to the following, which language Engineer shall require be included in the award documents for all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements):

5.22.1. Uniform Grant Management Standards (UGMS) adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code, and the applicable administrative code regulations, such as 40 T.A.C. §732.240 - 256;

5.22.2. the standard financial management conditions and uniform assurances, pursuant to UGMS and Chapter 2105, Texas Government Code, which are applicable to all grants and grant agreements executed between state agencies, local governments and other affected entities;

5.22.3. Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State and Local Governments and Other Affected Entities) (see 2 CFR Part 225); the Common Rule of OMB Circular A- 102 (State Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments) (see 44 CFR Part 13); OMB Circular A-133 (Audits of States, Local governments, and Non-Profit Organizations); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) (see 44 CFR Part 13); Office of Justice Programs (OJP) Financial Regulations; Environmental Considerations at 44 CFR Part 10; Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations at 48 CFR 31.2;

5.22.4. as applicable, Office of Justice Programs--Office for Civil Rights Limited English Proficiency guidelines and the Equal Employment Opportunity Program requirements, including E.O. 11246, 'Equal Employment Opportunity,' as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulations at 41 CFR part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.' (http://www.ojp.usdoj.gov/about/ocr/assistance.htm);

5.22.5. as applicable, OMB Circulars A-122 (Cost Principles for Private Non-Profit organizations) (see 2 CFR Part 230), A-21 (Cost Principles for Educational Institutions) (see 2 CFR Part 220), and Executive Order 12372 governing the review and coordination of Federally Assisted Programs and Projects.

5.23 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 4 years and 90 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, whichever is longer (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings).

5.24 Accounting Records for Federal Funds. As per any referenced funding-entity requirements, Engineer is required to account separately for the receipt and expenditure of state and federal funds received from County. Engineer (including Engineer's subcontractors, as applicable) shall not co-mingle grant funds and shall maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records shall contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. County or designee may (but shall not be required to) assist Engineer to establish a set of records that complies with the requirements of the grant or the government agency providing the funds for this Agreement and may periodically inspect such records to ensure that they are properly kept. Engineer (including Engineer's subcontractors, as applicable) shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this Agreement with federal funds allocated to Engineer. Equipment purchased with grant funds must be used for the purpose of the grant and as approved by the grant funder. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and any final Financial Status Report. Unless otherwise agreed in writing, any equipment in excess of $5,000 that is purchased by Engineer with funds provided under this Agreement

must be delivered by Engineer to County at the end of the contract period if requested. At HCED's option, such equipment may be returned to Engineer for continued use in providing the services described in this Agreement if Engineer is awarded a subsequent contract. In addition, upon Grant funded project/work completion, Engineer may request ownership be transferred to Engineer if authorized by the funding entity requirements referenced in this Agreement, and such request will not be unreasonably withheld.

5.25 Performance Monitoring and Document Inspection. Pursuant to the Texas Human Resources Code and/or other requirements, County or its designee is responsible for monitoring Engineer and exercising reasonable care to enforce all terms and conditions of any applicable grant or of the state or federal agency providing any funds for this Agreement. County is responsible for collecting and/or maintaining all appropriate information, records, papers, reports, and other documents regarding any aspect of this Agreement, including services performed. If permitted by law and any established ethical requirements applicable to specific professionals, Engineer shall furnish such information upon written (including electronic) request by HCED and Engineer shall make all records, books, documents, and papers that directly pertain to and involve transactions relating to this Agreement (the Records) available for inspection, audit, examination, and copying (and all Engineer's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement available for interviewing) by HCED, the State of Texas and its agencies, the United States and its agencies, including the U.S. Department of Justice, Department of Education, Comptroller General, Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), or their duly authorized representatives. Engineer agrees to cooperate fully in the monitoring process. Engineer must permit County or its designee to inspect the performance of Engineer for the purpose of evaluating the operations, deliverables, and/or services under this Agreement. County or its designee may conduct record evaluations, unscheduled site visitations, observations of programs or work in operation, interviews, and the administration of questionnaires to the staff and clients of Engineer. In addition, Engineer agrees to cooperate in any pre-monitoring activities requested by regulatory government agencies (such as the Texas Juvenile Justice Department, Texas Education Agency, Texas Department of Family and Protective Services), which may include, but are not limited to, completion of self-assessment checklists, questionnaires, or other documentation supplied by the government agency. If permitted by law and any established ethical requirements applicable to specific professionals, Engineer agrees to submit, in a timely manner, photocopies of any files or records of any applicable facility or program operated by or under the authority of County that may be requested by HCED or other government agencies as a part of the monitoring process.

5.26 Audit of Engineer and Sub-contractors by State Auditor for State Funding. Pursuant to Section 2262.003 of the Texas Government Code (pertaining to receipt of state funds) and/or other requirements, Engineer understands that acceptance of state funds under this Agreement acts as an acknowledgment and an acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Engineer shall cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing complete access to all records requested pertaining to this Agreement. Engineer shall ensure that this clause (concerning the authority of the State Auditor to audit funds received indirectly by subcontractors through Engineer and the requirement to fully cooperate) is included in any subcontract that Engineer can award under this Agreement.

5.27 Notice of Funding Source. In accordance with any applicable funding-entity requirements, Engineer will, if applicable, place prominent notices acknowledging such funding in any literature describing work, products, services, licenses and/or deliverables covered by this Agreement. If applicable, this notice must appear in any annual financial report, conference agenda, promotional materials, and web site describing the work, products, services, licenses and/or deliverables.

5.28 Current Precinct Specific On-Call Agreements Not Affected. All current precinct-specific on-call agreements shall not be terminated or modified by this Agreement.

5.29 Authority of 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.

5.30 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.

5.31 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 1001 Preston, 7th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit it by email to HCEDAdminSvcs@hcpid.org.

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. The payments that County shall make to Engineer should include firm fixed prices for specific tasks specified in this Agreement or in a written authorization under this Agreement, including Attachments. Any fixed fees listed in the written authorization must be set out in this Agreement or reasonably based on the anticipated cost pursuant to a fee schedule that is set out in this Agreement. Unless stated otherwise, all firm fixed prices may be billed on a percentage completed basis but Engineer shall be paid only the percentage that is confirmed as completed by HCED. However, unless clearly and explicitly indicated as a firm fixed price task in this Agreement or in a written authorization under this Agreement, the specified task shall be billed and paid at any applicable hourly or cost-plus rates specified in this Agreement, and the amounts indicated for each specified task shall be considered the maximum allowable charge by Engineer to perform that specified task (such as amounts listed under a heading entitled 'Estimated Costs'), unless otherwise clearly and explicitly stated otherwise in this Agreement. IN ADDITION, ALL HOURLY-BILLED SERVICES MUST BE REASONABLE AND NECESSARY. Payments to Engineer shall not exceed the unit prices and rates specified in this Agreement and shall only be made pursuant to a proper written authorization under this Agreement.

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 **ONE HUNDRED AND 00/100 DOLLARS** (**$100.00)** 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. Certification of Additional Funds. The amount of purchases under this Agreement will depend on the needs and requirements of County. For on-call agreements, additional funds are expected to be appropriated, encumbered, and certified on an as-needed basis up to the amount specified in this section. Therefore, the County Purchasing Agent and HCED are authorized to encumber and request certification of additional funds by the County Auditor up to a maximum amount of **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00)** ("Additional Funds") to pay and discharge liabilities that County may incur under this Agreement without amending or supplementing this Agreement, and such encumbrance and certification may be documented on a purchase order or on a form approved by the County Auditor. Engineer should notify HCED when Engineer has earned or received 90% of the available funds most recently certified by the County Auditor.

7.5. Prior On-Call Agreements. Unless otherwise stated in this Agreement, any prior County-wide (non precinct-specific) on-call agreements for the same services between the Parties shall be terminated when this Agreement starts. Services provided under any such prior agreement must be billed within 45 calendar days from the start date of this Agreement. After the County Auditor approves the release of any remaining funds encumbered and certified for the prior agreement and sufficient funds are encumbered and certified for this Agreement, payment for any services pursuant to a prior valid agreement between the Parties shall be paid from funds encumbered for this Agreement at the applicable rates specified in the prior agreement.

7.6. 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 has no further liability, and the sole and exclusive remedy of Engineer is to immediately terminate this Agreement unless the County Auditor certifies additional funds. The payment obligations created by this Agreement are also conditioned upon the availability of any State and Federal funds that are appropriated or allocated for the payments set out in this Agreement. County shall not be liable for damages as a result of interruption of payments. There is no right of subrogation, contribution, or indemnification against any funding entity for any payment obligation or duty owed pursuant to this Agreement.

7.7. 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 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;

7.8. 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.

7.9. 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 4 years and 90 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.

7.10. County Auditor to Make Final Decision. The decision of the Harris 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 initial time period for performance ("Term") of this Agreement shall begin on October 12, 2021, and end October 11, 2023.

8.2 Automatic Renewal. Unless either Party gives written notice to the other Party (at least 30 calendar days' prior to the expiration date of the currently effective Agreement) of the Party's intent to terminate the Agreement, this Agreement will automatically renew annually (year-to-year) by extending the termination date one year from the prior term's end date, upon the same terms and conditions as are provided for in this Agreement up to four (4) additional years. The renewal shall not become effective until County has funded any financial obligation for the renewal, as evidenced in writing, such as a certification of funds contained on a purchase order.

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: Jeffrey Roberts
Vice President
Terracon Consultants, Inc.
11555 Clay Road, Ste. 100
Houston, TX 77043-1239
Email: mhniemann@terracon.com

COUNTY: Loyd Smith, P.E.
Interim County Engineer
Harris County Engineering Department
1001 Preston Street, Floor 7
Houston, TX 77002-1816
Email: AgreementInfo@hcpid.org

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. All other provisions notwithstanding, for On-Call Agreements, County may procure services under this Agreement for any Harris County department or agency.

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 attachment is a part of this Agreement:

Exhibit A. Rate Schedule

11.22 Information Certification. Engineer and the person executing this Agreement on behalf of Engineer certify that all information submitted pursuant to this Agreement is true, complete, accurate, and correct to the best of Engineer's knowledge. Engineer and the person executing this Agreement on behalf of Engineer understand that deliberately misrepresenting or withholding information, or making any false, fictitious, or fraudulent statements or claims violates this Agreement and may result in prosecution under applicable statutes as well as criminal, civil, or administrative penalties.

11.23 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.

11.24 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.

11.25 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

TERRACON CONSULTANTS, INC.

By: _____
Jeffrey Roberts
Vice President

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

By: Sahar Rabat-Torki
Sahar Rabat-Torki
Assistant County Attorney
CAO File Number: 21GEN2688

Exhibit A

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

Labor Rates

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

Aggregates

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

Portland Cement Concrete

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

HMAC

Code	Description	Standard	Unit	Current Fee
40100	Mix Design Review	None	Ea.	$500.00
40200	HMAC Design (In-Place)	None	Ea.	$2,460.00
40300	Trial Batch (Up to 5 Points) Excludes Testing	None	Ea.	$1,846.00
40400	Additional Points	None	Ea.	$266.00
40500	Extraction/Gradation	Tex-210F	Ea.	$230.00
40600	Specific Gravity	D2041 & Tex-201F	Ea.	$82.00
40700	HVEEM Stability	Tex-208F	Set	$108.00
40800	Bulk Density – Lab Molded or Cores	Tex-207F	Set	$61.00
40900	Bulk Density Core	Tex-207F	Ea.	$55.00
41000	Molding Specimens	Tex-206F	Set	$72.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea.	$103.00
41200	Apparent Specific Gravity	Tex-202F	Ea.	$77.00
41300	Abson Recovery	Tex-211F	Ea.	$370.00
41400	Moisture Susceptibility	Tex-531C	Ea.	$538.00
41500	Penetration	D5	Ea.	$98.00
41600	Ductility	D113	Ea.	$130.00
41700	Viscocity	D2170	Ea.	$108.00
41800	Asphalt Coring, Minimum Charge	None	Min.	$600.00
41900	Asphalt Coring (4”Dia. to 6” Thickness)	None	Ea	$106.00
42000	Asphalt Coring (4”Dia. over 6” Thickness)	None	In	$10.00
42150	Asphalt Coring (6”Dia. to 6” Thickness)	None	Ea.	$159.00
42160	Asphalt Coring (6”Dia. over 6” Thickness)	None	In	$14.00
42200	Measuring Thickness of Asphalt	D3549	Ea.	$25.00
42300	PMA Extraction/Gradation	D2172	Ea.	$308.00
42400	PMA Extraction/Gradation	D6307	Ea.	$191.00
42500	Asphalt Content	D4125	Ea.	$92.00
42600	Molding Superpave Specimens	Tex-241-F	Set	$500.00
42700	Hamburg Wheel	Tex-242-F	Ea.	$1000.00

Structural Steel

Code	Description	Standard	Unit	Current Fee
50100	Radiographic Source, Iridium	None	Day	$139.00
50200	Radiographic Source, Cobalt 60	None	Day	$161.00
50300	Ultrasonic Equipment	E114 E273 E587 E797	Day	$103.00
50400	Magnetic Particle Inspection	E709	Day	$39.00
50500	Skidmore-Wilhelm Tension Indicator	None	Day	$154.00
50600	Torque Wrench	None	Day	$57.00
50700	Discontinuity (Holiday) Equipment	None	Day	$108.00
50800	Dry Film Thickness Equipment (Tooke Gauge)	D4138	Day	$39.00
50900	Dry Film Thickness Equipment (Magnetic)	D7091	Day	$39.00

Masonry

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

Fireproofing

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

Roofing

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

Soils

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

Slip-Lining and Manhole Repair

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

Subsurface Exploration (Geotechnical Drilling)

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

Harris County Fee Schedule "General Notes" 2020

1 GENERAL

1.1 All construction materials engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by Consultants for Harris County must be authorized by Harris County.

1.2 Services not specifically authorized by Harris County will not be paid for.

1.3 Failure to perform specified services in accordance with Harris County requirements may result in cancellation of Consultant's purchase order.

1.4 Harris County may require use of various internet-based software programs (eBuilder, Unifier, Captrac Etc.) to maintain consistent administrative and technical control on its projects through the County.

The Consultant is required to use the software directed for reporting of all reports relating to field sampling, inspection, field and laboratory testing, invoices, submittals, or other items as directed, in accordance with procedures provided by the County.

At no cost to the Consultant, the County will provide system login account(s) and provide training for consultant personnel. The consultant must update with any new or revised information within 24 hours of that information becoming known to Consultant.

2 ENGINEERING SERVICES

2.1 Engineering Services shall be performed by a professional engineer licensed in the State of Texas and employed full-time by the Consultant ("Engineer")

2.2 All construction materials engineering reports ("Reports") relating to Services performed by the Consultant shall be reviewed and signed by Consultant's Engineer. The Consultants Engineer does not need to sign specimen pick-ups or project cancellation reports.

2.3 For engineering review of services and engineering reports by Consultant's Engineer, Harris County will compensate the Consultant at the Project Engineer rate of ½ *(0.5*) hour of engineering time for each Engineering Report. Engineering review time will not be allowed on specimen pick up reports, cancellation reports and on revised or updated reports to include additional data on a report such as additional compressive strength test on concrete cylinder and CSS molded specimen reports.

2.4 Harris County shall also compensate Consultant when Consultant's Engineer attends Project-related on-site and progress meetings at the request of the Director.

2.5 Overtime will not be allowed for any Engineering Service.

3 FIELD SERVICES

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

3.2 "Specimen Pickup" is defined as the process of retrieving "specimens" usually pre-fabricated in the field such as cylinders, beams, or cubes and transporting those specimens to the laboratory for subsequent testing or examination.

3.3 Field Services shall be performed by Consultant's certified engineering technicians and invoiced based on the technician's certification level in accordance with the Fee Schedule. Certifications should be through NICET, ACI, TXAPA/HMA, ACCP and programs associated with ASNT- TC1A.

3.3.1 A non-certified technician may be allowed to assist a certified technician on a Project provided two or more technicians required.

3.3.2 Specimen Pickup shall be performed, whenever possible, as part of a scheduled field trip or by the full-time technician assigned to the Project.

3.3.3 Specimen Pickup not performed as a part of a scheduled field trip or by the technician assigned to the Project shall be compensated at the technician rate. Specimen pick up shall be invoiced based on the technician's certification level but not than the Code 10700 rate.

3.3.4 Field sieve analysis, drilled shaft slurry tests and lime slurry percent-solids determination shall be performed in the field as part of the field inspection without an additional testing charge.

3.3.5 The rates for coring of Portland cement concrete or asphaltic concrete (HMAC) are inclusive of the coring equipment and patching of the core hole with a conventional concrete mixture for concrete or cold-patch asphaltic materials for asphaltic concrete. The technician time for performing the coring and vehicle charges will be in addition to the applicable coring rates. Patching with specialty materials will be reimbursed by Harris County at cost plus 10%.

3.3.6 A minimum of a 30-minute unpaid lunch shall be taken by the field technician for work over eight (8) hours unless otherwise approved in writing by Harris County.

3.4 Harris County shall compensate Consultant for Services for reasonable travel time, with a maximum travel time of one (1) hour travel to the project and maximum travel time of one (1) hour return travel from the project, unless otherwise approved by Harris County, on a portal-to-portal basis between the Consultant's facility and the Harris County Project or other Project - related location.

4 LABORATORY SERVICES

4.1 Fees for laboratory tests are inclusive of sample preparation unless specifically noted in Attachment. Compensation shall not be paid for personnel services and / or materials related to such testing, except as specifically noted in this Attachment.

4.2 Unless otherwise requested by Harris County, an aggregate correction factor will not be determined for use in adjusting the aggregate gradation and asphalt content when testing HMAC in accordance with ASTM D6307. Laboratory reports should include a note indicating that an aggregate correction factor was not used in the calculation of the reported results.

5 OTHER SERVICES

5.1 GEOTECHNICAL SERVICES

5.1.1 All geotechnical borings shall be staked by the Consultant and shall be compensated at the rate applicable to the lab representative performing the staking however, the rate shall not exceed that for a Graduate Engineer.

5.1.2 Geotechnical logging shall be performed by a technician qualified in geotechnical soil sampling and soil classification or a Graduate Engineer or Graduate Geologist. Unless the services of an Engineer or Geologist are approved by Harris County in advance, logging shall be compensated at the NICET Level II technician rate. Costs for logging services shall be in addition to fees for geotechnical drilling and sampling services.

5.1.3 In accordance with Harris County Guidelines for Consultants performing Geotechnical Investigations, unless otherwise required by Harris County, geotechnical borings shall be continuously sampled to a minimum depth of 15' and at 5' intervals below that depth.

5.2 TRAFFIC CONTROL

5.2.1 If traffic control is necessary during geotechnical field operations, qualified personnel or a qualified subcontractor should be engaged to provide traffic control. Proposed use of traffic control must be approved in advance by the Director.

6 REPORTING

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

6.1 Reports shall contain the following:

6.1.1 Project Name, Consultant Report Number, and Harris County Job Number

6.1.2 Personnel name and certification typed or printed legibly.

6.1.3 Time of departure from Consultant's facility.

6.1.4 Time of arrival at Project.

6.1.5 Standby time, if any.

6.1.6 Services requested and performed.

6.1.7 Time of departure from Harris County Project.

6.1.8 Time of arrival at Consultant's facility.

6.1.9 Overtime hours, if any.

6.1.10 Appropriate Specification and/or Test Method.

6.1.11 Signature of Engineer Reviewing Report

6.2 Reports shall contain hours of service for each visit to the Harris County Project, including Specimen Pickup.

6.3 All Reports must be received by Harris County within 14 calendar days of the original date of service or completion of required laboratory tests.

6.4 Final reports presenting strength test results shall be sent to Harris County within three (3) business days following the test date.

6.5 Failing laboratory test results must be reported to Harris County by telephone and by fax or email within one business day of the date of the failing test.

7 COMPENSATION AND INVOICING

7.1 Compensation of Consultant for personnel performing sampling, testing, inspection and traffic control services shall be as stated in the Fee Schedule and shall include reasonable travel time, as agreed to by Harris County, between Consultant's facility and Harris County Project.

7.2 Fees for services are inclusive of all tools, equipment and consumable supplies needed to perform the subject services, except for coring or as specifically noted in this Attachment.

7.3 Fees for Services performed on an hourly basis shall be recorded to the nearest 1/4 (0.25) hour and will be compensated at the applicable rate.

7.4 Overtime for field services is applicable for any hours worked before 6:00a.m. or after 6:00 p.m., Monday through Friday, and any hours worked on Saturday, Sunday or a holiday or over 8 hours per day. The overtime rate is 1.5 times the standard rate.

7.5 A minimum charge of four (4) hours for field technician, vehicle and equipment (where charged on an hourly rate) shall apply to each visit to the Project site or an authorized off-site location for sampling, observation, inspection, or testing as outlined in the Fee Schedule. The maximum Vehicle Charge shall be eight (8) hours at the rate outlined in the Fee Schedule.

7.6 All hourly services invoiced shall be accompanied by the Company representative's signed time sheet, including the name and classification of the individual. Hourly services shall be invoiced to the nearest 1/4 hour.

7.7 A minimum of 30-minute lunch shall be taken for continuous work of more than eight (8) hours on Harris County Projects.

7.8 If a technician has departed for the Project, prior to receipt of a cancellation notice, Consultant shall be compensated at the applicable technician rate for the time required to and from the Consultant's facility plus the applicable Vehicle Charge. A two (2) hour minimum shall apply.

7.9 If a technician / inspector is assigned to more than one Harris County Project in one day, his or her actual time on both Projects shall be charged (i.e. no minimum charge for both Projects), provided the total time exceeds four (4) hours. All hours invoiced must be supported by copies of Reports and a signed time-sheet or daily activity report sheets, which contains the name of the personnel and their certification, shall be signed by third-party inspector or Contractor if available.

7.10 Consultant may be reimbursed by Harris County for services of a qualified subcontractor or consultant, authorized in advance by Harris County, at cost plus 10%.

7.11 Reproduction charges shall be compensated at current commercial rates.

7.12 All reimbursable expenses of Consultant shall be supported by documentation acceptable to Harris County. Reimbursables such as photographs, reproduction material, delivery, background checks, safety training / orientation, traffic control, parking, and badging, etc., shall be invoiced and reimbursed at cost + 10%. Receipts for reimbursable expenses must be submitted with the Consultant's invoice for the reimbursable expense.

7.13 For preparation, input, reproduction, mail out/distribution and filing of Reports by Consultant's Administrative/Clerical Support Staff, Harris County will compensate the Consultant at the Administrative Assistant and Clerical Support rate for 1/2 (0.5) hour of time for each report issued. Administrative/Clerical Support Staff will be allowed only once for each report. This rate will apply only to the initial issuance of a report and does not apply to updated or revised reports which may include additional data on a report such as additional compressive strength tests on concrete cylinder and CSS molded specimen reports.

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
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
HARRIS COUNTY AND
TERRACON CONSULTANTS, INC.
FOR ON-CALL PROFESSIONAL GEOTECHNICAL 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. R. Jack Cagle	[ ]	[ ]	[ ]

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 Professional Services Agreement between **Harris County** and **Terracon Consultants, Inc.** for On-Call Professional Geotechnical 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 **$100.00** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement. The County Purchasing Agent and Harris County Engineering Department are authorized to encumber and request certification of additional funds by the County Auditor up to an additional amount of **$150,000.00** without having to amend or supplement this Agreement. Any funds encumbered from any prior agreements between the Parties for the same services shall be released as soon as approved by the County Auditor 45 calendar days after termination of any prior agreement and sufficient certification of funds for the current 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.