

**Cameron County Commissioners' Court  
Agenda Request Form**

**No. 2-F**

Date: August 20, 2020 Meeting Date Request: August 25, 2020  
Deadline for Action: \_\_\_\_\_ Contact Person: Benjamin L. Worsham, P.E., P.T.O.E.  
Department: Transportation / Engineering Phone: (956) 247-3500 Fax: (956) 361-8278  
Department Head Name: Benjamin L. Worsham, P.E. Signature: [Signature]

**Caption:**

CONSIDERATION AND POSSIBLE APPROVAL OF THE FOLLOWING AGREEMENTS  
FOR GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING:

1. EARTHCO - 2020C08281
2. TERRACON - 2020C08282
3. MILLENNIUM ENGINEERS GROUP, INC. (MEG) - 2020C08283
4. PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI) - 2020C08284

**Background:** (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation).

SEE ATTACHED SUBDIVISION INFORMATION.

**PLEASE FILL IN ALL BLANKS WITH REQUIRED INITIALS AND FISCAL DATA INFORMATION OR PLACE  
N/A IF IS NOT APPLICABLE:**

County Judge N/A Auditor N/A Budget N/A Legal [Signature] Human Resources N/A Purchasing [Signature]  
1295 Form N/A

**Fiscal Data:** Dept. Name: N/A Fund No. N/A **Funds From:** Department Yes NA No NA Amt Expended: \$ N/A  
Funds Available: Yes No General: Yes NA No NA Impact on future budget: Yes No  
Grant Yes NA No NA

**Comments:**

**Action taken by Commissioners' Court**  
Approved \_\_\_\_\_ Tabled \_\_\_\_\_ Denied \_\_\_\_\_ Motion made by \_\_\_\_\_ Seconded \_\_\_\_\_ Vote \_\_\_\_\_



Cameron County  
1390 W. Expressway 83  
San Benito, Texas 78586  
Attn: Benjamin L. Worsham, P.E. – P.T.O.E.  
County Engineer Transportation Department

July 29, 2020

Re: Construction Material Engineering and Testing  
For RFQ # 1724, Standard Service Agreement  
With current rate schedule  
EarthCo Service Agreement: CS-20750034

Dear Mr. Worsham,

At your request, EarthCo LLC is pleased to provide a Service Agreement for Construction Materials Testing Services for the above referenced RFQ #1724.

A unit schedule of our Services and fees is included in this agreement as Attachment II. EarthCo can provide an estimate for a specific project based on our unit prices and the anticipated project demands, on an as-needed basis. Our proposed scope of services and estimated item quantities can be based upon the review of plans and specifications on a project by project basis.

All services authorized or requested by you, your representatives, the design team and/or the Contractor and its Subcontractors in excess of quantities for observation and testing services determined will be charged at the appropriate rate for such services. The Contractor's means and methods, sequencing, and scheduling can significantly impact our costs. All work will be preformed pursuant to EarthCo General Conditions. Copies of the EarthCo Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this Service Agreement. Charges will be invoiced on a monthly basis and will show computerized composite total of services rendered for each service category.

1110 W. Jackson Street  
Ph. (956)428-2443 / Fax (956)202-0491

Harlingen, Texas 78550

Cameron County  
Standard Service Agreement  
For RFQ # 1724 Soil / Construction Material Testing Services  
Page 2

We appreciate the opportunity of submitting this Service Agreement and look forward to working with you during the construction of this project. We will proceed on a verbal authorization, but **Please return a signed copy of this proposal to provide written authorization for our firm records.**

Respectfully submitted,  
EarthCo L.L.C.



Rudy Martinez  
President  
EarthCo L.L.C.

Attachments:

- I- Information Data Sheet
- II- Schedule of Services and Fees
- III. General Conditions

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

APPROVED BY: 

PRINT: Eddie Trevino Jr.

TITLE: County Judge

FIRM: Cameron County



Attested by:   
Sylvia Garza-Perez, County Clerk

**ATTACHMENT I**

**PLEASE FILL OUT FOR DISTRIBUTION OF TYPED REPORTS**

<b>COMPANY</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>PHONE</b>	<b>FAX</b>	<b>E-MAIL</b>

**PLEASE INDICATE NAME OF RESPONSIBLE PARTY FOR PAYMENT FOR  
THE ABOVE SERVICES:**

**PRINTED NAME:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_



**ATTACHMENT II**  
**EARTHCO, LLC**  
**SCHEDULE OF SERVICES & FEES**  
**STANDARD RATE SHEET**  
**2020**

**Laboratory Testing Services**

Laboratory compression testing of concrete cylinders delivered to our laboratory in accordance with ASTM procedures and project specifications.

A. Testing and reporting (Minimum 4 cylinders).....each	\$12.00
B. Reserves not tested.....each	\$10.00

Flexural Testing of beams delivered to our laboratory in accordance with ASTM procedures and project specifications.....each \$ 75.00

Moisture density relationship of soil

A. ASTM D-698 (Standard Proctor).....each	\$155.00
B. ASTM D-1557 (Modified Proctor).....each	\$165.00

Atterberg Limits Determination.....each \$ 70.00

Grain Size Analysis Mechanical.....each \$ 75.00

Percent Passing # 200 Sieve.....each \$75.00

**Asphaltic Concrete Testing**

A. Molding Specimens ( 3 specimens ).....per set	\$ 150.00
B. Specific gravity of core.....each	\$ 75.00
C. Monitor Asphalt Placement.....per hour	\$ 65.00
D. Extraction and Gradation.....each	\$ 195.00
E. Asphalt Core.....each	\$ 75.00
F. Theoretical Max (Rice Method).....each	\$ 70.00

## ATTACHMENT II (Continued)

### Field Testing Services

Engineering Technician to perform

- A. Concrete batch plant inspection
- B. Concrete field inspection & molding concrete cylinders (**Min. 5 hours per set**)
- C. Concrete pipe or precast plant inspection
- D. Field observation & testing of fill operations

Engineering Technician (**Minimum 5 hours**).....per hour \$55.00  
Overtime.....per hour \$85.00

Senior Engineering Technician to perform

- A. Asphalt batch plant and field inspection
- B. Soil-cement or Lime stabilization inspection
- C. Post Tension Cable inspection
- D. Drilled pier and/or pile installation inspection

Senior Engineering Technician (**Minimum 5 hours**).....per hour \$ 65.00  
Overtime.....per hour \$ 95.00  
Trip Charge and Sample Pickup..... \$75.00

In-Place Nuclear Density Tests (**Minimum 3 per trip**).....Each Test \$55.00

Structural steel & visual welding inspection by AWS CWI Inspector.....per hour \$85.00

### Engineering Services

Engineering services for test evaluation, contract administration, supervision of laboratory and field personnel and consultation

A. Principal of Firm.....per hour \$165.00  
B. Staff Engineer.....per hour \$145.00  
C. Project Manager.....per hour \$ 65.00  
E. Report Review.....per hour \$ 70.00

Services and fees not listed above will be quoted on request. Overtime rates will be applicable for any hours worked exclusive of 8:00a.m. to 5:00 p.m. Monday through Friday and for all hours worked Saturdays, Sunday, or Holidays.

## GENERAL CONDITIONS

1. **DEFINITIONS:** "EarthCo," inclusively refers to EarthCo, LLC, any subsidiary, subdivision, branch, partner or associate duly authorized by EarthCo, LLC, to perform the work. "Work" refers to the expressly agreed to geotechnical, analytical, testing or other service as documented and specified in the bid or proposal provided by EarthCo in any document provided by the client in which the assent to terms and provisions by both an authorized EarthCo agent, and the client have affixed their signatures signifying their mutual assent and the provisions contained in this form entitled "General Conditions," the terms of which are incorporated by reference into every contract for services. "Client" refers to the person or entity that is in privity of contract with EarthCo for performance of services. If the client is acting as an agent of a third party, not in privity of contract with EarthCo, the client assumes full and sole responsibility in assuring that the quantity, materials, analysis, and any other specifications ordered on behalf of or for the benefit of a third party are accurately, adequate and proper for the intended purpose of the third party. Further, by entering into a contractual agreement with EarthCo for service on behalf of a third party, the client assumes all financial liability as well as liability for damages resulting from an unauthorized order or service. When entering into a contractual agreement with EarthCo the client agrees to convey each term and provision contained herein to each and every third party that he acts on behalf of. Any obligation to any third party shall not exceed that agreed to in the bid or proposal provided by EarthCo in and document provided by the client in which the assent to terms and provisions by both an authorized EarthCo agent and the client have affixed their signatures signifying their mutual assent and the provisions contained in this form entitled "General Conditions." Further, any acceptance, reliance on or request for work from EarthCo shall constitute an acceptance of EarthCo's bid or proposal and all the terms and conditions set forth in the "General Conditions," notwithstanding any documented contrary indication.
2. **TIMELINESS:** EarthCo shall make recommendations regarding inspection, testing, analysis of each project in accordance with the project specifications and plans. Client shall be responsible for the timely execution of all inspections, testing and analysis in accordance with EarthCo's recommendations for an efficient and successful project. No claim for damages, injury or loss shall be prosecuted by client or any third party unless all testing, analysis and inspections have been timely performed and all EarthCo recommendations have been followed. If all testing, analysis, inspections and EarthCo recommendations have not been followed, the client and third party agree to indemnify EarthCo, LLC, for all costs, fees, damages and/or attorney's fees, which may result except as resulting from gross misconduct, wanton or willful acts or omissions, or omissions and/or gross negligence and subject to the limited liability warranties contained herein.
3. **ADDITIONAL COSTS DUE TO CHANGES OR DELAY:** EarthCo will perform timely and professional work; however, changes such as additional work ordered, delay in commencement, work interruptions or changes in work orders may result a variance in the quoted price. All additional fees and cost shall be paid by client.
4. **ACCESS:** Client will warrant all necessary access to site as for efficient completion of the work ordered.
5. **RESTORATION:** EarthCo will take reasonable measures, as can be reasonably expected in the trade, to minimize change of original condition of a site or damage. However, for an additional fee, EarthCo may provide the service of restoring said site and improvements to its original condition, as can be reasonably expected.

6. **DUTY OF DISCLOSURE:** Client has an affirmative and non delegable duty to disclose in writing to EarthCo all suspected hazards, toxins, pollutants, subsurface objects, utility lines and any other obscured or hidden objects or nuisance located at the work site. EarthCo may on a case by case basis agree in writing to assume the responsibility of location of subsurface utility lines or other subsurface objects at a work site. Client warrants that any failure to disclose will result in complete indemnity of EarthCo from any claim, cause or lawsuit whether for pecuniary loss, death, injury or loss of any type including all costs and attorney's fees, caused by an undisclosed object.
7. **NO CONSTRUCTION CONSULTATION:** EarthCo shall provide geotechnical, analytical, testing and/ or other engineering services. EarthCo will not provide consultation services for construction. shall not evaluate construction work, has no duty to supervise contractors or obligation to notify of any suspected deficiencies as EarthCo's involvement in the project has distinct obligations.
8. **SAMPLE DISPOSAL:** Sample disposal shall be immediate unless otherwise agreed to in writing or as required by law. Drilling specimens will be disposed of sixty (60) days after EarthCo submit final results and findings.
9. **BILLING:** Client agrees to pay each invoice within 30 days of receipt of invoice for work performed. For any outstanding balances, client agrees to pay interest at the maximum rate permitted by law, until paid in full. Client will be responsible for any/ all collection costs including court cost and attorney's fees. EarthCo is not bound by any dispute resolution clause and may execute a mechanics lien to collect. Client agrees that failure to timely pay shall release EarthCo from any contractual or tort liability resulting from delay of project or termination of work relationship.
10. **WARRANTY:** EarthCo warrants that it will perform all its work as specified in the agreements of the parties. Each task will be performed in a professional, workmanlike manner; that which is consistent with the principles and practices in the trade and with the degree of skill ordinarily exercised by members of the trade. No other warranties are made or implied whether general or specific to any project. Each report or evaluation is to be construed as professional opinion and skilled judgment of an experienced engineer practicing in the trade and not an indisputable fact.
11. **LIMITS OF LIABILITY:** Should EarthCo be found negligent in its work or otherwise be the cause of injury or loss to client or third party, client and those claiming through client agree that EarthCo's liability is limited to the aggregate amount of the greater of \$10,000 or the amount paid for EarthCo's service.
12. **GREATER EXPOSURE:** Client may elect, as further consideration and as a particular project may demand, within five (5) days of acceptance of EarthCo's terms and conditions to commence work, request to pay an additional 5% of the cost the project fee. This additional cost shall be additional consideration for a project with increased exposure to liability. EarthCo will agree to subject itself to exposure of \$100,000.00 should client be unwilling or unable to limit EarthCo liability to the aforementioned \$10,000.00. Client agrees that any attorney's fees and costs incurred by EarthCo shall reduce the available amount and said amount shall be available only once per project.
13. **CLIENT INDEMNITY:** EarthCo agrees, subject to these General Conditions to indemnify client from liability arising from EarthCo's acts of negligence to the extent that EarthCo was the cause of such liability.



14. **TERMINATION:** Either party may sever this contractual relationship with seven (7) days prior written notice, so long as EarthCo is paid in full for services performed through date of termination, reimbursed all expenses and costs necessary to properly bring to the project to resolution and in a manner that protects EarthCo's reputation. Any attempt to terminate this contract in a contrary manner will result in a breach of the contract between the parties.
15. **WITNESS FEES:** EarthCo shall be hired by separate written agreement as expert witness in any cause. Client shall pay all costs, legal fees and professional fees at the then current fee schedule. Client shall be solely responsible for costs, legal fees and professional fees incurred in responding to any subpoena.
16. **EARTHCO EMPLOYEES:** Client agrees not to hire any EarthCo employees except through EarthCo. A breach of this provision shall result in an immediate demand for payment of  $\frac{1}{2}$  of the employee's annual salary and may result in further legal proceedings.
17. **HAZARD MATERIAL:** EarthCo is not to be construed as the owner, generator, storer, transporter or otherwise the custodian of hazardous materials as the terms appear in, RCRA or as construed in any Federal or State statute. Client warrants that he will fully comply with all Federal and State regulations regarding hazardous material and be solely responsible for full compliance of transport, disposal and all other handling of hazardous materials or waste.
18. **SEVERABILITY:** If any of the provisions shall be deemed unenforceable, the parties agree to strike the singular unenforceable provision and enforce the rest of the provisions as intended.
19. **ENTIRE AGREEMENT:** This agreement contains the whole of the agreement of the parties. There are no contemporaneous oral agreements made hereto and any previous oral agreements are superceded. This agreement may be amended, modified or terminated only in writing and signed by an authorized EarthCo representative and Client.
20. **NON-APPROPRIATION OF FUNDS:** It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of Cameron County, then Cameron County shall notify EarthCo and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Cameron County.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Texas Insurance Service Center, Inc. 521 S. 77 Sunshine Strip Harlingen TX 78550	<b>CONTACT NAME:</b> Cindy Rivera <b>PHONE (A/C No. Ext.):</b> (956) 423-0490 <b>E-MAIL ADDRESS:</b> cindy@txisc.com <b>FAX (A/C No.):</b> (956) 423-7668																					
<b>INSURED</b> EarthCo., LLC 1110 W. Jackson Street Harlingen TX 78550	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Admiral Insurance Co.</td><td>24856</td></tr><tr><td>INSURER B</td><td>The Hartford Accident Ins. Co.</td><td>22357</td></tr><tr><td>INSURER C</td><td></td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Admiral Insurance Co.	24856	INSURER B	The Hartford Accident Ins. Co.	22357	INSURER C			INSURER D			INSURER E			INSURER F		
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**COVERAGES**

CERTIFICATE NUMBER: CL13121000205

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			0000002279-07	12/10/2019	12/10/2020	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPIOP AGG	\$ 2,000,000
								\$
								\$
								\$
								\$
B	AUTOMOBILE LIABILITY			65WBCAD0375	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
								\$
								\$
								\$
								\$
A	UMBRELLA LIAB			0000002279-05	12/10/2019	12/10/2020	EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE						\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			65WBCAD0375	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> WC STATU TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
							E L DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
								\$
								\$
								\$
								\$
								\$
A	Professional Liability			0000002279-05	12/10/2019	12/10/2020	Any One Occurrence	\$1,000,000
							Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Cameron County  
Purchasing Department  
1100 E. Monroe St.  
Brownsville, TX 78520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dayna Olivarez/CS

ACORD 25 (2010/05)

INS025 (201005) 01

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2020

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<b>PRODUCER</b> <b>State Farm</b>  TITO RESENDEZ, AGENT STATE FARM INSURANCE 922 E HARRISON AVE HARLINGEN, TX 78550		<b>CONTACT NAME:</b> MICHAEL PLATA <b>PHONE:</b> 956.423.8486 <b>FAX:</b> 956.423.8765 <b>EA/C, No.:</b> <b>E-MAIL:</b> MIKE@TITORESENDEZ.COM <b>ADDRESS:</b>	
<b>INSURED</b> EARTH CO INC. 1110 W JACKSON ST HARLINGEN, TX 78550		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Mutual Automobile Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25178	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		168 8041-F01-53G	06/01/2020	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**CAMERON COUNTY  
1100 E MONROE ST  
BROWNSVILLE, TX 78520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>EarthCo LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <b>S</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  Exempt payee code (if any)  Exemption from FATCA reporting code (if any)
5 Address (number, street, and apt. or suite no.) See instructions. <b>1110 W. Jackson Street</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Harlingen, Texas 78550</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
2 6	3 7 1 0 4 9 7

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <b>Buddy Hastings</b>	Date <b>1-10-2020</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





July 22, 2020

Mr. Benjamin L. Worsham, P.E., P.T.O.E.  
County Engineer  
Department of Transportation  
Cameron County  
1390 I-69 E  
San Benito, Texas 78586

**Re: Submittal of Standard Agreement and Schedule of Fees**

Dear Mr. Lastra:

We want to thank Cameron County for their confidence in our firm to perform the above subject services. With this letter we are submitting the above items as requested by your letter dated July 22, 2020. The schedule of fees is within the agreement. It is our understanding that the new contract will be for three (3) years, until July 22, 2023, with an option for an additional two years. Please find two (2) original sets of our proposed Schedule of Fees and Standard Agreement.

If you have any questions in regards to this submittal please feel free to contact Andres Palma, P.E. or Sergio Tovar at 956/702-8500 or at email addresses [apalma@megengineers.com](mailto:apalma@megengineers.com) or [stovar@megengineers.com](mailto:stovar@megengineers.com) respectively. It is a pleasure and we look forward to working with Cameron County and its staff on upcoming projects.

Respectfully submitted,  
**MILLENNIUM ENGINEERS GROUP, INC.**  
TBPE Firm No. F-3913

Andres Palma, P.E.  
Office Manager / Geotechnical Engineer

Attachment: Standard Agreement between Millennium Engineers Group, Inc. and Cameron County



Geotechnical Engineering & Material Testing Services  
MEG Standard Agreement  
July 22, 2020



## STANDARD AGREEMENT

NAME: Cameron County, Texas  
ATTN: Hon. Eddie Treviño Jr. – County Judge  
ADDRESS: 1100 E. Monroe Street, Dancy Building, Brownsville, Texas 78520

This AGREEMENT is entered into this 22<sup>nd</sup> day of July 2020 by and between **Millennium Engineers Group, Inc. (MEG)** and **Cameron County, Texas – Department of Transportation** (herein after referred to as CLIENT).

Project Name: Soil & Material Testing Services  
Project Location: Countywide, Cameron County, Texas  
Project Owner: Cameron County, Texas  
Property Owner: \_\_\_\_\_  
Report Copies to: Mr. Benjamin L. Worsham, P.E., P.T.O.E., County Engineer, Dept. of Transportation

### Scope of Work and Compensation for Authorized Services

General Conditions: Per General Provisions In Attachment A  
Scope of Work and Compensation: Soil and Material Testing Services on Countywide Projects  
Project Fee: Per Project Basis per Schedule of Fees in Attachment B  
Special Conditions: Information regarding the construction specifications and project layout to be provided by the CLIENT.

### Instructions & Authorization for Payment

For payment of services, invoice to:

Firm: \_\_\_\_\_ Attn: \_\_\_\_\_  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If invoices are to be approved, please indicate who will approve:

Firm: \_\_\_\_\_ Attn: \_\_\_\_\_  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The undersigned hereby all terms and conditions set forth in this AGREEMENT and warrants that he/she has full authority to bind CLIENT.

**Cameron County, Texas**

**Millennium Engineers Group, Inc.**

By: Eddie Treviño Jr.  
Name/Title: Eddie Treviño Jr.  
County Judge

By: Andres Palma, P.E. / Office Manager  
Name/Title: Andres Palma, P.E. / Office Manager

Date: 08/25/2020

Date: 08/25/2020

Attested by: Sylvia Garza-Perez, County Clerk





## CAMERON COUNTY ATTACHMENT A - GENERAL PROVISIONS

### GENERAL PROVISIONS

1. **AUTHORIZATION TO PROCEED:** Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.
2. **TECHNICIAN SERVICES:** MEG will charge overtime at the rate of 1.5 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 5804 N. Gunwood, Pharr, Texas, portal to portal. Fractions of hours will be billed as whole hours.
3. **PROJECT MANAGEMENT:** Project management will be billed for coordination and management of project and personnel.
4. **SCOPE OF SERVICES:** The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs, intended purposes and budgetary constraints. The verbal or written ordering of services of MEG, or the reliance of any of MEG's work, shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequently issued document. CLIENT shall communicate these provisions to each and every third party to whom CLIENT transmits any part of MEG's work. MEG shall have no duty or obligation to any third party greater than that set forth in MEG's proposal, CLIENT's acceptance thereof and these provisions. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.
5. **OUTSIDE SERVICES:** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.
6. **COST ESTIMATES:** Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.
7. **PROFESSIONAL STANDARDS:** MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.
8. **TERMINATION:** Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
9. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS:** Monthly invoices will be issued by MEG for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Payments shall be forwarded by CLIENT at the following address: PO Box 4569, Edinburg, Texas 78540. Interest at the rate of 1 1/2% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1 1/2% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. CLIENT agrees to pay MEG's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. MEG shall not be bound to any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein MEG waives any rights to a mechanic's lien, or any provision conditioning MEG's right to receive payment for its work upon payment to CLIENT by any third party. These provisions are notice, where required, that MEG shall file a lien whenever necessary to collect past due amounts.
10. **LIMITATION OF LIABILITY:** MEG's total cumulative liability to the CLIENT of MEG, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or \$50,000.00, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory. In the event that the CLIENT is unwilling or unable to limit MEG's liability in accordance with the provisions set forth in this paragraph, CLIENT may, upon written request of CLIENT received within five (5) days of CLIENT'S acceptance hereof, increase the limit of MEG's liability to \$250,000.00 or the amount of MEG's fee paid to MEG for its work on the project, whichever is the greater, by agreeing to pay MEG a sum equivalent to an additional amount of 5% of the total fee to be charged for MEG's services. This charge is not be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. In any event, attorney's fees expended by MEG in connection with any claim shall reduce the amount of liability available, and only one such amount will apply to any project.







## CAMERON COUNTY ATTACHMENT A - GENERAL PROVISIONS

11. **ADDITIONAL SERVICES:** Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.
12. **SALES TAX:** In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.
13. **TERMINATION FOR NON-PAYMENT OF FEES:** MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.
14. **DELAYS AND FORCE MAJEURE:** If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.
15. **DATA AND INFORMATION:** CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.
16. **INTELLECTUAL PROPERTY:** MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.
17. **INFORMATION MANAGEMENT:** CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.
18. **ON-SITE RESPONSIBILITIES AND RISKS:** Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.
19. **CONSTRUCTION OBSERVATION AND TESTING:** MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT shall cause all tests and inspections of the site, materials and work performed by MEG or others to be timely and properly performed in accordance with the plans, specifications and contract documents and MEG's recommendations. No claims for loss, damage or injury shall be brought against MEG by CLIENT or any third party unless all tests and inspections have been so performed and unless MEG's recommendations have been followed. CLIENT agrees to indemnify, defend and hold MEG, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or MEG's recommendations are not so followed.
20. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this agreement, this agreement specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Beacon Act. Due to the professional nature of its services MEG is generally exempt from the Davis Beacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to MEG, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement.
21. **CLIENT'S DUTY TO NOTIFY ENGINEER:** CLIENT warrants that it has advised MEG of any known or suspected hazardous materials, utility lines and pollutants at any site at which MEG is to do work, and unless MEG has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits.
22. **EMPLOYEES/WITNESS FEES:** MEG's employees shall not be retained as expert witnesses except for separate, written agreement with MEG. CLIENT agrees to pay MEG's legal expenses, administrative costs and fees pursuant to MEG's then current fee schedule for MEG to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, CLIENT agrees not to solicit, recruit, or hire any MEG employee or person who has been employed by MEG within the previous twelve months. In the







## CAMERON COUNTY ATTACHMENT A - GENERAL PROVISIONS

- event CLIENT desires to hire such an individual, CLIENT agrees that it shall seek the written consent of MEG, and shall pay MEG an amount equal to one-half of the employee's annualized salary, without MEG waiving other remedies it may have.
23. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring MEG to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. CLIENT assumes full responsibility for compliance with the provisions of RCRA and any other Federal or state statute or regulation governing the handling, treatment, storage and disposal of pollutants.
  24. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Texas. The exclusive venue for all actions or proceedings arising in connection this agreement shall be either the Circuit Court in Cameron County, Texas or the Federal Court for the Southern District of Texas.
  25. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these provisions be enforced as written. In the event any of the provisions herein should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
  26. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified, or terminated only in writing, signed by each of the parties hereto.
  27. **NON-APPROPRIATION OF FUNDS:** It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of Cameron County, then Cameron County shall notify MEG and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Cameron County.





CAMERON COUNTY  
ATTACHMENT B - ENGINEER'S FEE SCHEDULE

CAMERON COUNTY  
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

**SOILS AND AGGREGATE SECTION**

Material Preparation Time (per hour).....	\$47.00
Atterberg Limits (each test).....	70.00
Sieve Analysis	
Dry through No. 40 (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Percent Passing No. 200 Sieve (each test).....	45.00
Moisture Density Relationship	
Standard Proctor (each test).....	200.00
Modified Proctor (each test).....	215.00
TxDOT Proctor (each test).....	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test).....	28.00
Depth Test (each test).....	6.00
Wet Ball Mill (each test) .....	210.00
Determination of Optimum Lime Content	
PI Method - (each test) .....	275.00
Tex 121-E - (each test) .....	275.00
PH Method - (each test) .....	275.00
Additional Points (each point).....	75.00
California Bearing Ratio (each test).....	750.00
Additional Specimens (each specimen).....	175.00
Small Moisture Content of Aggregates and Base (each test).....	13.00
Large Moisture Content of Aggregates and Base (each test).....	35.00
Linear Shrinkage (each test) .....	85.00
pH (each test).....	80.00
Resistivity of Soils (each test) .....	90.00
Specific Gravity (each test).....	75.00
Unit Weight (each test).....	45.00
Soundness (each test) .....	500.00
Sulfate Content (each test).....	80.00
Hydrometer (each test).....	275.00

**BITUMINOUS SECTION**

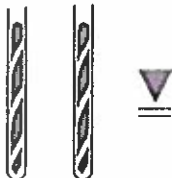
Material Preparation Time (per hour).....	\$52.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	





CAMERON COUNTY  
ATTACHMENT B - ENGINEER'S FEE SCHEDULE

Dry (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Sand Equivalent (each test) .....	75.00
Extraction & Gradation, Percent Asphalt (each test).....	250.00
Asphalt Cores (each core).....	60.00
Asphalt Core Density (each core).....	40.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity (each test) .....	60.00
Lab Density (each test).....	65.00
Effect of Water on Bituminous Paving Mixtures (each test) .....	75.00
Hveem Stability (each test).....	105.00
Coring Rig (per day).....	95.00
Asphaltic Concrete Design and Other Services .....	By Quote
Percent Passing No. 200 Sieve (per test).....	45.00
Molding Specimens (per set).....	60.00
<b>CONCRETE SECTION</b>	
Material Preparation Time (per hour).....	\$52.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	25.00
Volumetric (each test) .....	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	16.00
Strip & Hold Cylinder (each cylinder).....	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	40.00
Strip & Hold Beam (each beam).....	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core).....	25.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	95.00
Portland Cement Concrete Design or other services .....	By Quote
<b>MASONRY SECTION</b>	
Material Preparation Time (per hour).....	\$56.00
Grout Prism (each prism).....	24.00
Mortar Prism (each prism).....	24.00
<b>SOIL EXPLORATION AND GEOTECHNICAL SERVICES</b>	
Drilled Borings	
In Soil, 0 – 50 feet (per foot).....	\$19.00





CAMERON COUNTY  
ATTACHMENT B - ENGINEER'S FEE SCHEDULE

In Soil, 50 – 100 feet (per foot).....	22.50
In Rock .....	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment .....	By Quote
Trip Charge For Logger (each mile).....	0.80
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	54.00
Field Coordination	
Field Engineer (per hour).....	115.00
Utility Clearance (per hour).....	70.00
Flagman (per hour).....	45.00
Per Diem (If required) .....	Cost + 15%
Unconfined Compression (each test).....	45.00
Moisture Content (each test).....	13.00
Grout Backfill (per foot).....	5.00
Dozer/Clearing .....	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

**TECHNICIAN SERVICES**

Soil Engineering Technician (per hour) (Min. 3 Hrs).....	\$47.00
Concrete Engineering Technician (per hour) (Min. 3 Hrs).....	52.00
Asphalt Engineering Technician (per hour) (Min. 3 Hrs).....	52.00
Masonry Engineering Technician (per hour) (Min. 3 Hrs).....	56.00
Senior Engineering Technician (per hour).....	56.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	56.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 3 Hrs)	
Engineering Specialist (per hour).....	72.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 6 Hrs)	
Certified Welding Inspector (per hour) (Min. 6 Hrs).....	92.00

**OTHER SERVICES**

Vehicle Trip Charge (per trip) (within 25 miles of office).....	\$45.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80





**CAMERON COUNTY**  
**ATTACHMENT B - ENGINEER'S FEE SCHEDULE**

Other Testing Not Specified (Option 1) .....	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	54.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	55.00
Fax (per page).....	1.00
Photocopies	
8 1/2" x 11" (per page).....	0.12
8 1/2" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

**PROFESSIONAL SERVICES**

Principal Engineer (per hour).....	\$145.00
Project Engineer (per hour).....	120.00
Staff Engineer (per hour).....	100.00

**PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED**

Applied to each invoice of net services provided

Project Management (per hour).....	\$75.00
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**BASIC SERVICES AGREEMENT**

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 3 hours. Minimum of three (3) density tests per trip.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/22/2020

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<b>PRODUCER</b> Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		<b>CONTACT NAME:</b> certs@fenner-esler.com <b>PHONE (A/C, No, Ext):</b> (201) 262-1200 <b>FAX (A/C, No):</b> (201) 262-7810 <b>E-MAIL ADDRESS:</b> jkosch@fenner-esler.com	
<b>INSURED</b> Millennium Engineers Group, Inc PO Box 4569 Edinburg TX 78540		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20443	

## COVERAGES

CERTIFICATE NUMBER: Master 19-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

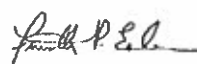
INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Contractual	Y		6011181339	11/22/2019	11/22/2020	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
								BODILY INJURY (Per person) \$
								BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6011181387	11/22/2019	11/22/2020	EACH OCCURRENCE \$ 3,000,000	
							AGGREGATE \$ 3,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E L EACH ACCIDENT \$	
							E L DISEASE - EA EMPLOYEE \$	
							E L DISEASE - POLICY LIMIT \$	
A	Professional & Pollution Incident Liability			MCH288364872	12/12/2019	12/12/2020	Per Claim Limit \$2,000,000	
	Aggregate Limit \$2,000,000							
	Per Claim Deductible \$10,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - Certificate Holder as respects general liability where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<p>Cameron County Department of Transportation 1390 I-69 E San Benito, Texas 7</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

July 22, 2020

Cameron County  
Department of Transportation  
1390 I 69 E  
San Benito TX 78586

#### Account Information:

Policy Holder Details :	MILLENNIUM ENGINEERS GROUP INC
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#### Contact Us

Business Service Center  
**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)  
**Phone:** (866) 467-8730  
**Fax:** (888) 443-6112  
**Email:** [agency\\_services@thehartford.com](mailto:agency_services@thehartford.com)  
**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/22/2020

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<b>PRODUCER</b> SUPERIOR ACCESS INS SERVICES INC 72181839 PO BOX 204389 AUSTIN TX 78720	<b>CONTACT NAME:</b>	
	PHONE (800) 272-7550 (A/C, No, Ext):	FAX (888) 818-6322 (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000	
<b>INSURED</b> MILLENNIUM ENGINEERS GROUP INC PO BOX 4569 EDINBURG TX 78540	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In Ill) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	IN/A	72 WBC AB7295	10/16/2019	10/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> Cameron County Department of Transportation 1390 I 69 E San Benito TX 78586	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>
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# CERTIFICATE OF LIABILITY INSURANCE

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07/22/2020

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<b>PRODUCER</b> <b>STATE FARM INSURANCE</b> <b>ROBERT ELIZALDE, AGENT</b> <b>5107 S MCCOLL RD</b> <b>EDINBURG, TX 78539</b>	<b>CONTACT NAME:</b> Omar Rivera <b>PHONE (A/C, Hg, Ext):</b> 956-683-9800 <b>FAX (A/C, Hg):</b> 956-683-9810 <b>E-MAIL ADDRESS:</b> OMAR@ROBERTELIZALDE.COM
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Lloyds <b>INSURER B:</b> State Farm Mutual Automobile Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>MILLENNIUM ENGINEERS GROUP, INC</b> <b>5804 N GUMWOOD</b> <b>PHARR, TX 78577</b>	<b>NAIC #</b> <b>43419</b> <b>25178</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			90-E3-N268-3	05/15/2020	05/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ \$
B	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			329 5662-D26-53C	10/26/2019	10/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SEWER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2016 TOYOTA TUNDRA-5TFRM5F11GX095758	2016 TOYOTA TUNDRA-5TFRM5F1XGX103579	2018 FORD F150- 1FTEW1CP2JKF26886
2015 TOYOTA TUNDRA-5TFRM5F11GX095758	2016 TOYOTA TUNDRA-5TFRM5F19GX102276	2018 FORD F150- 1FTMF1CB2JKF20595
2008 INTERNATNL 433- 1HTMMAAL96H265176	2018 FORD F150- 1FTMF1CB8JKF20598	*Please see vehicle schedule for additional auto
2016 TOYOTA TUNDRA-5TFRM5F1XGX095273	2017 TOYOTA TUNDRA-5TFRM5F18HX115912	
1984 INTERNATNL 1754-1HTLCHYP0EHA60959		
2016 TOYOTA TUNDRA-5TFRM5F18GX102382		

**CERTIFICATE HOLDER****CANCELLATION**

**CAMERON COUNTY DEPARTMENT OF  
TRANSPORTATION**  
**1390 I-69E**  
**SAN BENITO, TEXAS 78686**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**2020 TERRACON SCHEDULE OF FEES  
FOR  
ENVIRONMENTAL CONSULTING SERVICES,  
GEOTECHNICAL ENGINEERING CONSULTING SERVICES, AND  
CONSTRUCTION MATERIAL ENGINEERING AND TESTING  
CONSULTING SERVICES**

**ENVIRONMENTAL CONSULTING SERVICES**

**Hourly Fees for Personnel**

<b>Personnel:</b>	<b>Rate/Hour</b>
Senior Principal/Program Manager.....	\$175.00
Principal .....	\$160.00
Department Manager .....	\$150.00
Senior Project Manager.....	\$140.00
Project Manager.....	\$135.00
Project Environmental Professional IV .....	\$130.00
Project Environmental Professional III.....	\$120.00
Project Environmental Professional II .....	\$110.00
Project Environmental Professional I .....	\$95.00
Environmental Technician II .....	\$85.00
Environmental Technician I .....	\$70.00
Draftsperson/CAD Operator II .....	\$70.00
Draftsperson/CAD Operator I .....	\$60.00
Administrative Assistant .....	\$60.00
Word Processor .....	\$50.00
Clerical.....	\$45.00

**Reimbursable Expenses**

Reimbursable Cost.....	Cost Plus 15%
------------------------	---------------

**Travel Expenses**

Airfare/Car Rental .....	Cost Plus 15%
Field Vehicle, per day.....	\$60.00
Vehicle Mileage, per mile .....	\$0.585
Per Diem (food and lodging).....	\$125.00
Document Delivery/Overnight (per package).....	\$20.00

**Field Equipment**

Disposable Bailer (each) .....	\$10.00
PID Meter (per day).....	\$110.00
Water Level Indicator (per day) .....	\$35.00
pH/Conductivity/Temperature Meter (per day).....	\$35.00
Interface Probe (per day) .....	\$85.00
Survey Equipment (Autolevel and Rod – per day).....	\$100.00
Submersible Purge Pump (per day) .....	\$35.00



Peristaltic Pump (per day) .....	\$ 60.00
Low-Flow Bladder Pump (per day) .....	\$ 100.00
Flow-Through Cell (per day) .....	\$ 100.00
Sample Kit (per day) .....	\$ 35.00
Handheld GPS Instrumentation (per day) .....	\$ 45.00
Trimble Pro XRS Pathfinder Backpack GPS (per day) .....	\$ 165.00
20' Ladder (per day) .....	\$ 20.00
Low Flow Air Pump (per day) .....	\$ 35.00
High Flow Air Pump (per day) .....	\$ 50.00
IAQ Instrumentation (QTRAK, Moisture Meter) (per day) .....	\$ 50.00
Hand Auger (per day) .....	\$ 25.00
All-Terrain Vehicle (per day) .....	\$ 200.00

### Special Services

1. Work on field with potentially hazardous materials: Quote will be provided.
2. Containerizing waster or cuttings: Quote will be provided.
3. Removal of containerized waste or cuttings: Quote will be provided.
4. Create access to inaccessible sites: Quote will be provided.
5. Document Copies: Quote will be provided.
6. Expert Witness: Quote will be provided.
7. Miscellaneous not included in Schedule of Fees: Quote will be provided.

### ASBESTOS CONSULTING SERVICES

#### I. Asbestos Survey and Abatement Specifications

i. Asbestos Consultant	\$125.00 / hr.
ii. Asbestos Inspector	\$ 85.00 / hr.
iii. PLM Bulk Sample Analysis	\$ 15.00 / ea.*
iv. AAS Lead Paint Sample Analysis	\$ 15.00 / ea.
v. Word Processing	\$ 50.00 / hr.
vi. CAD Draftsman	\$ 55.00 / hr.

\*TDSHS Licensed Laboratory with a Standard Turnaround

#### II. Asbestos Project Management

i. Asbestos Consultant	\$125.00 / hr.
ii. Asbestos Project Manager	\$ 85.00 / hr.
iii. Asbestos Air Monitor (up to 10 PCM samples per day)	\$ 70.00 / hr.
iv. PCM Air Sample Analysis (Beyond 10 per day)	\$ 10.00 / ea.
v. TEM Air Sample Analysis (24 Hr. Turnaround)	\$ 95.00 / ea.

**INDOOR AIR QUALITY****I. GENERAL IAQ CONSULTING: LABOR FEES**

Expert Witness.....	\$ 250.00
Senior Principal.....	\$ 175.00
Texas Licensed Mold Assessment Consultant.....	\$ 135.00
Texas Licensed Mold Assessment Technician.....	\$ 85.00

**II. ANALYSIS, BIOLOGICAL**

<u>Analysis</u>	<u>Media</u>	<u>Method</u>	
Fungal Identification	Tape/Bulk	Microscopy	\$ 35.00*
Total Bioaerosol (air)	Allergenco/AOC	Microscopy	\$ 35.00*
Viable Bioaerosol (air)	Malt/Viable	Culture/Microscopy	\$ 55.00*
Bacterial Identification	TSA/Viable	Culture/Biolog	\$ 105.00*
Sewage Indicating Bacteria	Swab	Culture/Biolog	\$ 125.00*
Legionella	Water	Viable/DFA	\$ 155.00*

\* TDLR Licensed Laboratory and/or AIHA EMLAP Laboratory with a Standard Turnaround

**III. FIELD EQUIPMENT**

<u>Analyte/Instrument</u>	<u>Method</u>	
CO <sub>2</sub> , CO, Temp, Humidity	Direct Read	Included*
Moisture	Direct Read	Included*
Photo-documentation	Digital	Included*
Infrared Camera	Thermography	\$ 250.00

\*These analytical measurements included in a standard IAQ investigations/evaluations.

### GEOTECHNICAL ENGINEERING CONSULTING SERVICES

#### Engineering and Support Staff

Project Secretary.....	\$48.00
Engineering Technician .....	\$50.00
CADD Technician .....	\$65.00
Administrative Secretary .....	\$55.00
Senior Engineering Technician .....	\$60.00
Laboratory/Field Supervisor .....	\$80.00
CME Project Manager .....	\$90.00
Graduate Engineer/Geologist/Scientist.....	\$95.00
Project Engineer/Geologist/Scientist .....	\$125.00
Project Manager, Senior Engineer/Scientist/Geologist .....	\$150.00
Manager.....	\$175.00
In-House Consultant, Principal Engineer.....	\$185.00

Overtime rates of 1.5 times the standard hourly rate will be applicable for all hours worked before 7:00 am, after 5:00 pm, or over eight (8) hours per day, Monday through Friday. For all hours worked on Saturdays, Sundays, and holidays there will be a three (3) hour minimum charge.

#### Special Services

1. Work on field with potentially hazardous materials: Quote will be provided.
2. Containerizing waster or cuttings: Quote will be provided.
3. Removal of containerized waste or cuttings: Quote will be provided.
4. Create access to inaccessible sites: Quote will be provided.
5. Document Copies: Quote will be provided.
6. Expert Witness: Quote will be provided.
7. Miscellaneous not included in Schedule of Fees: Quote will be provided.

#### General Information

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

- Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses.
- Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.
  - Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.



### Geotechnical Field Services

#### Drilling and Sampling Operations

Soil Borings, 3 in. thin-wall tube sample or  
2 inch split barrel sampler, sample at  
5-foot intervals (continuous 0-10 ft.)

.0 to 50 ft., per linear foot .....	\$11.50
.51 to 100 ft., per linear foot.....	\$13.00
Over 100 ft. ....	On request
Casing installation/removal, per linear foot .....	\$10.00
Wash or auger boring, per linear foot .....	\$11.50
Rock coring, soft formation, per linear foot .....	\$28.00
Rock coring, hard formation, per linear foot* .....	\$33.50

#### Core bit wear per linear foot

.Soft formation.....	\$0.50
.Hard formation* .....	\$2.00
Inaccessible borings requiring all-terrain drilling vehicles, additional charge, per linear foot.....	\$5.00
Special sampling techniques (piston samples, etc.).....	On Request

#### Standpipe/Observation well installation

(excludes material), per hour .....	\$200.00
Hourly Drilling Rate, 3-man crew, per hour .....	\$240.00
Rig Standby, per hour .....	\$240.00
Damaged tube samplers, each.....	\$40.00
Grouting of Test Borings (Maximum 6" nominal dia. hole,excludes materials), per hour.....	\$200.00

\* For very hard rock formations such as granite, or unusual conditions such as karstic  
limestone, prices will be quoted upon request.

#### Mobilization, Travel Expenses and Site Access

Mobilization, Drill Crew .....	\$350.00
Mobilization, all-terrain vehicle .....	\$750.00
Drayage, permits for equipment .....	Cost+15%
Rental of special equipment for site access, etc. ....	Cost+15%

#### Resistivity Surveys

Graduate Geologist/Engineer .....	\$95.00
Project Geologist/Engineer, per hour.....	\$105.00
Resistivity Equipment, per day .....	\$240.00
Other Sampling Techniques & Services not Shown .....	On request

#### Notes

Right of entry to exploration sites must be provided by the client unless other arrangements are made in advance. Site restoration, as required by the client and due to no fault of Terracon will be billed at cost plus 15 percent.

### Geotechnical Laboratory Testing Services

(The price for tests in this section are based on a per sample or per test basis.)

#### **Strength and Volume Change Tests**

##### **Unconfined Compression Tests**

Soil.....	\$55.00
Rock.....	\$60.00
Vane Shear Test .....	\$40.00
Pocket Penetrometer.....	\$8.00

##### **Triaxial Tests**

Unconsolidated-Undrained .....	\$100.00
Consolidated-Undrained w/Pore Pressure Measurements (per stage) .....	\$275.00
Consolidated-Undrained Cyclic Loading .....	\$500.00
Consolidated-Drained (Sands and Silts).....	\$500.00

##### **Direct Shear Tests**

Unconsolidated-Undrained .....	\$175.00
Consolidated-Undrained (per stage).....	\$275.00
Consolidated-Drained (per stage).....	\$350.00
Consolidated-Drained, Residual Strength (per stage).....	\$475.00

##### **Swell-Pressure Tests**

Single load .....	\$180.00
Multiple load increments.....	\$250.00
Consolidation Tests, max 7 loadings .....	\$550.00
Additional load increments .....	\$75.00

##### **Classification Tests**

###### **Liquid and Plastic Limits**

Single Point Test .....	\$80.00
Three-Point Test .....	\$100.00

###### **Particle Size Analysis**

Sieve Analysis through No. 200 Sieve.....	\$110.00
Percent Finer than No. 200 Sieve (Washed) .....	\$60.00
Hydrometer (Includes No. 200 Sieve).....	\$280.00

##### **Other Tests and Miscellaneous Items**

Water Content .....	\$10.00
Density of Undisturbed Samples Soil .....	\$35.00
Rock.....	\$45.00
Specific Gravity .....	\$50.00
Organic Content .....	\$45.00

##### **Permeability**

Flexible wall test-triaxial cell .....	\$375.00
Falling Head.....	\$140.00

##### **Moisture-Density Relationship, Standard or Modified**

Soil (4" and 6" Mold).....	\$240.00
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## 2020 Schedule of Fees



Soil with Gravel, Base Materials (6" Mold) .....	\$300.00
Soil, Base Material with Chemical Admixtures (6" Mold) .....	\$350.00
Lime modification optimum (using pH) .....	\$140.00
Soil-lime mixture design (using plasticity index) .....	\$325.00

### Laboratory CBR Tests

(Excludes Moisture-Density Relationship) .....	\$550.00
Shipment of Samples to Laboratory .....	Cost + 15%

### Notes:

- All tests not listed can be performed at either a quoted price or on an hourly basis.
- Rush test assignments requiring unscheduled overtime in the laboratory are subject to a 50 percent surcharge for a 3 day turn-around.
- Technician time for sample preparation will be \$38.00 per hour in addition to test charges. Special data presentation such as plotting stress-strain curves will be charged at the hourly rate of \$65.00 in addition to the test charges.
- Photograph of sample is \$8.00 for first copy, and \$4.00 for every additional photograph.





## CONSTRUCTION MATERIALS ENGINEERING AND TESTING CONSULTING SERVICES

### **Construction Materials Testing and Inspection Field Services**

Pick-up concrete test specimens or sampling materials, per hour .....	\$50.00
Field molding of concrete cylinders, slump, air content, and temperature measurements, per hour .....	\$50.00
Concrete field monitoring & molding of cylinders, slump, air content, unit weight, & temperature measurements, per hour .....	\$58.00
Concrete and asphalt, plant inspection, per hour .....	\$58.00
Concrete or asphalt coring, per hour .....	\$48.00
plus bit wear (length times diameter), per inch diameter .....	\$3.50
plus generator, per day .....	\$165.00
plus core rig and equipment, per day .....	\$165.00
plus patching of holes, each .....	\$48.00

#### Windsor probe or Swiss hammer testing

Senior engineering technician, per hour .....	\$70.00
Graduate engineer, per hour .....	\$95.00
Project engineer, per hour .....	\$125.00
plus Windsor probe or Swiss hammer, day .....	\$100.00
plus Windsor probe shots .....	Cost + 15%
In-place nuclear moisture-density testing, per hour .....	\$50.00

#### Full Time Earthwork Monitoring

Engineering technician, per hour .....	\$50.00
Senior engineering technician, per hour .....	\$60.00
plus nuclear gauge, per day .....	\$40.00
Field soil stabilization (lime or cement) monitoring, per hour .....	\$60.00
plus nuclear gauge, per day .....	\$40.00
Foundation installation monitoring, per hour .....	\$60.00

#### Roofing installation monitoring

#### Per Roofing Consultant Contract Fees

#### Visual welding inspection and welder performance qualifications

Certified welding inspector, per hour .....	\$100.00
NDE technician, per hour .....	\$Cost + 15%
Reinforcing steel inspection, per hour, .....	\$50.00
Radiographic examination:	
NDE technician, per hour .....	Cost + 15%
plus equipment, per day .....	Cost + 15%
plus film and supplies .....	Cost + 15%

#### Transportation Charges (Applied In Addition to all Personnel Hourly Rates):

Vehicle Trip Charge .....	\$45.00
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#### Ultrasonic, magnetic particle & liquid penetrant examination

NDE technician, per hour .....	Cost + 15%
plus equipment, per day .....	Cost + 15%
plus supplies .....	Cost + 15%

### Construction Materials Laboratory Testing Services

#### Particle size analysis

##### Sieve analysis through 200 sieve:

Dry, each .....	\$92.00
Washed, each .....	\$115.00
Percent finer than 200 sieve:	
(washed, soil only), each .....	\$60.00
Hydrometer analysis (includes 200 sieve), each .....	\$280.00
Specific gravity and absorption (aggregate), each .....	\$75.00
Dry-rodded weight, each .....	\$40.00
Decantation, each .....	\$40.00
Organic impurities test on fine aggregate, each .....	\$40.00
Los Angeles abrasion (excludes preparation), each .....	\$400.00
Testing of each aggregate type for concrete mix design or verification (includes gradation, fineness modulus, absorption, specific gravity, dry-rodded weight, and decantation), each .....	\$400.00
Concrete mix verification, each .....	\$400.00
Additional verifications with same aggregates, each .....	\$140.00

#### Concrete mix design

Regular aggregate, each .....	\$1,250.00
Lightweight aggregate, each .....	\$1,400.00
Additional mixes with same aggregates, each .....	\$350.00

#### Compression testing of concrete cylinders

Made during field monitoring (includes reserves not tested), each .....	\$15.00
FOB laboratory (signed hand written report, minimum of 4 cylinders), each .....	\$22.00
FOB laboratory (signed typed report, minimum of 4 cylinders), each .....	\$30.00
Flexural testing of concrete beams, each .....	\$45.00

#### Moisture-density relationship, Standard or modified Proctor

Soil (4" and 6" mold), each .....	\$240.00
Soil with gravel, base materials (6" mold), each .....	\$300.00
Soil, base material with chemical admixtures (6" mold), each .....	\$350.00
Relative density (maximum and minimum), each .....	\$250.00
Density of undisturbed soil samples, each .....	\$12.50
Laboratory CBR tests (excludes moisture-density Relationship), each .....	\$165.00
Texas triaxial series, each set .....	\$1,650.00

#### Testing of bituminous materials

Mixing and molding of specimens (set of 3) .....	\$185.00
Molding specimens only (set of 3) .....	\$185.00
Specific gravity (set of 3) .....	\$120.00
Stability (set of 3) .....	\$120.00
Extraction/Gradation .....	\$185.00
Maximum theoretical specific gravity .....	\$120.00
Preparation of samples/materials will be charged for all laboratory tests when applicable at (per hour) .....	\$60.00



**Reimbursable Expenses**

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 15 percent for handling and include, but are not limited to the following:

*Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.*

**Note**

A three (3) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

The following assumptions were used in preparing our fee schedule:

- We have assumed that contractors on the site will work a single shift, five day week schedule;
- The contractor will schedule testing services with 24 hours notice (7:30 AM to 5:00 PM, Monday through Friday) unless the service is on a full time basis;
- Invoices for the project will be submitted on a monthly basis;
- Full time masonry inspections as specified in the plans,
- Services provided on Saturday, Sunday or Holidays will be invoiced at 1.5 times the applicable rate; and
- Services provided outside of regular business hours (7:00 AM to 5:00 PM, Monday through Friday) will be invoiced at 1.50 times the applicable rate.



## MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("MSA") is between Cameron County ("Client") and Terracon Consultants, Inc., its subsidiaries and affiliates, ("Consultant") for Services to be provided by Consultant on projects as described in the Project Information section of individual Task Orders or Task Order Proposals (which sections are incorporated into this MSA). For purposes of this MSA, "Client" shall include Cameron County, its subsidiaries and affiliates.

1. **Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this MSA is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this MSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this MSA. Additional terms and conditions may be added or changed only by written amendment to this MSA signed by both parties. In the event Client uses a purchase order or other form, including email authorization, to administer this MSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This MSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this MSA or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This MSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS MSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$250,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS MSA. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
9. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
10. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to

resolve the dispute within 30 days, after which Client may pursue its remedies at law. This MSA shall be governed by and construed according to Texas law.

- 11. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 12. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 13. Sample Disposition and Affected Materials.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 14. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 15. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 16. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
- 17. Non-Appropriation of Funds.** It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of Cameron County, then Cameron County shall notify Consultant and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to Client.

Consultant: **Terracon Consultants, Inc.**  
 By: \_\_\_\_\_ Date: **7/28/2020**  
 Name/Title: **Jorge A Flores / Office Manager III**  
 Address: **1506 Mid Cities Dr.**  
**Pharr, TX 78577**  
 Phone: **(956) 283-8254** Fax: **(956) 283-8279**  
 Email: **Jorge.Flores@terracon.com**

Client: **Cameron County**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Benjamin L. Worsham, P.E., P.T.O.E., County Engineer**  
 Address: **1390 I-69 E**  
**San Benito, TX 78586**  
 Phone: **(956) 544-0871** Fax: **(956) 550-7219**  
 Email: \_\_\_\_\_

Reference Number: P88150305



Professional Service Industries, Inc.  
2020 North Loop 499, Suite 302  
Harlingen, Texas 78550  
Phone 956.423.6826

## AGREEMENT

Proposal No: A-317906

NAME: Cameron County  
Attn: Benjamin L. Worsham  
County Engineer  
Transportation Department  
ADDRESS: 1390 I-69E, San Benito, Texas, 78586

This **AGREEMENT** is entered into this 3rd day of August 2020, by and between **Professional Service Industries, Inc. (PSI)**, and Cameron County (herein after referred to as CLIENT).

PROJECT NAME: RFQ # 1724 – Soil and Material Testing Services  
PROJECT LOCATION: County Wide, Cameron County, Texas  
PROJECT OWNER: Cameron County, Texas  
PROPERTY OWNER: \_\_\_\_\_  
REPORT COPIES TO: Benjamin L. Worsham

### Scope of Work and Compensation for Authorized Services

General Conditions: See Attached  
Scope of Work and Compensation: County Wide Projects: RFQ # 1724 – Soil and Material Testing Services  
Project Fee: Attached Schedule of Fees (Per Project Basis)  
Special Conditions: Information regarding the construction specifications and project layout to be provided by client. Attached General Conditions are part of this agreement.

### Instructions & Authorization for Payment

For payment of services, invoice to:  
Firm: Cameron County Attn: Mr. Benjamin L. Worsham  
Transportation Department  
Address: 1390 I-69E Title: County Engineer  
City: San Benito State: TX Zip: 78586 Phone: 956.247.3518 Fax: \_\_\_\_\_

If invoices are to be approved, please indicate who will approve:

Firm: \_\_\_\_\_ Attn: \_\_\_\_\_  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The undersigned hereby accepts all terms and conditions set forth in this AGREEMENT and warrants that he/she has full authority to bind CLIENT.

**Cameron County, Texas**

**Professional Service Industries, Inc. (PSI)**

By: Eddie Trevino Jr.  
(Circle One) Client/Authorized Agent  
Title: County Date: 08/25/2020  
Judge

By: Raymundo G. Marquez  
Title: Branch Manager Date: 08/3/2020

Attested by: Sylvia Garza-Perez  
Sylvia Garza-Perez, County Clerk







Construction Services Schedule of Fees and Services  
Harlingen, TX – Effective April 2020  
Office & Dispatch Phone Number: 956.423.6826

**Laboratory Testing Services**

**Soil & Aggregate Material Testing**

	Unit	Cost
Atterberg Limits (ASTM D4316)	Each	\$68.00
Moisture Determination (ASTM D2216)	Each	\$6.50
Mechanical Grain Analysis (ASTM D6913)	Each	\$55.00
Hydrometer Analysis (ASTM D7928, previously ASTM D422)	Each	\$175.00
Percent Passing No. 200 by Wash (ASTM D2114)	Each	\$63.00
Specific Gravity of Soils (ASTM D854)	Each	\$100.00
Standard Proctor with Curve (ASTM D698)	Each	\$158.00
Modified Proctor with Curve (ASTM D1157)	Each	\$165.00
California Bearing Ratio Determination Single Point (ASTM D1883)	Each	\$175.00
Los Angeles Abrasion (ASTM C131)	Each	\$270.00
Wet Ball Mill Testing of Flexible Base (TEX-116-E)	Each	\$250.00
Triaxial Compression Testing for Flexible Base (TEX-117-E)	Each	\$2,000.00
Organic Content Determination (ASTM D2974)	Each	\$80.00
pH of Soils (TEX-128-E)	Each	\$25.00
Sulfate Content Determination (TEX-620-J)	Each	\$48.00
Chloride Content Determination (TEX-620-J)	Each	\$48.00
Soil Box Resistivity 4 point Wenner (ASTM G57)	Each	\$65.00
Soil-Cement Series Testing (TEX-120-E)	Each	\$375.00
Soil-Lime Series Testing (TEX-121-E)	Each	\$375.00
Lime Determination Subgrade Soils Only (TEX-121-E)	Each	\$75.00

**Concrete Materials Testing**

	Unit	Cost
Sieve Analysis of Fine & Coarse Aggregates (ASTM C136)	Each	\$85.00
Fine Aggregate Specific Gravity (ASTM C128)	Each	\$150.00
Coarse Aggregate Specific Gravity (ASTM C127)	Each	\$150.00
Fine Aggregate Sand Equivalence (ASTM D2419)	Each	\$80.00
Dry Rodded Unit Weight of Coarse Aggregate (ASTM C138)	Each	\$45.00
Fine Aggregate Organic Impurities (ASTM C40)	Each	\$60.00
Compressive Strength of Concrete Cylinders (ASTM C39)	Each	\$15.00
Flexure Strength of Concrete Beams (ASTM C78)	Each	\$38.00
Compressive Strength of Grout Prism ASTM (C1314)	Each	\$16.00
Compressive Strength of Mortar Cubes (ASTM C109)	Each	\$16.00

Please call about Concrete Mix Designs

**Asphaltic Concrete Material Testing**

	Unit	Cost
Asphaltic Binder Content (ASTM D6307)	Each	\$75.00
Sieve Analysis of Fine Aggregates (ASTM C136)	Each	\$70.00
Theoretical Max Specific Gravity & Density (ASTM D2041)	Each	\$58.00
Bulk Specific Gravity (ASTM D2726)	Each	\$58.00

**Field Testing & Inspection Services**

**Engineering Technician to Perform:**

	Unit	Cost
A. Concrete, field inspection & casting concrete:		
Cylinders (min 3), Beams (min 3), Prism (min 4) & Cubes (min 3)	Per Hour	\$42.00
B. Field, observation & testing of fill and flexible base operations:		
In-Place Nuclear Density Tests (min 3 per trip)	Per Test	\$36.00
C. Asphaltic Concrete, rolling pattern & observation of placement	Per Hour	\$42.00
D. Concrete Coring (4 and 6 inch core barrels, min 3 per trip)	Each	\$165.00
E. Asphalt Coring (1.5 inch and 4 inch Core Barrels, min 3 per trip)	Each	\$45.00
F. Dynamic Cone Penetrometer Testing (max 30in in depth)	Each	\$75.00
G. In-Place Sand Cone Density Tests	Each	\$55.00
Engineering Technician Daily Rate (includes all field testing & inspections services)	10 hour day	\$550.00
Engineering Technician 1/2 Day Rate (includes all field testing & inspections services)	4 hour day	\$275.00
Engineering Technician Standby Time	Per Hour	\$42.00
Engineering Technician Overtime	Per Hour	\$56.00

Continue to next page:

Continued:

**Senior Engineering Technician to Perform:**

	Unit	Cost
A. Concrete, Batch Plant Inspection	Per Hour	\$48.00
B. Asphalt Batch Plant Inspection	Per Hour	\$48.00
C. Soil Cement or Lime Stabilization Inspection	Per Hour	\$48.00
D. Post Tension Cable Inspection	Per Hour	\$48.00
E. Drilled Pier and/or Pile Installation Inspection	Per Hour	\$48.00
F. Concrete Reinforcing Steel Inspection	Per Hour	\$65.00
F. Concrete Floor Flatness Testing (min 650 SF)	Per SF	\$0.50
G. Paint Surface Mil Thickness Testing (min of 10)	Per Hour	\$48.00
H. Concrete Surface Moisture Testing	Each	\$30.00

Senior Engineering Technician Daily Rate (includes all field testing & inspections services)	10 hour day	\$600.00
Senior Engineering Technician 1/2 Day Rate (includes all field testing & inspections services)	4 hour day	\$300.00
Senior Engineering Technician Standby Time	Per Hour	\$48.00
Senior Engineering Technician Overtime	Per Hour	\$67.00

Special Inspection: Structural Steel Weld & Bolt Torqueing Inspections	Per Hour	\$80.00
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**Transportation Charges**

	Unit	Cost
A. Within 10 miles of laboratory	Per Trip	\$0.00
B. 10 to 40 miles from laboratory	Per Trip	\$35.00
C. 40 to 100 miles from laboratory	Per Trip	\$70.00

**Engineering and Administration Services**

	Unit	Cost
Chief Engineer	Per Hour	\$170.00
Senior Engineer	Per Hour	\$140.00
Project/Staff Engineer	Per Hour	\$125.00
Project/Staff Scientist	Per Hour	\$125.00
Project Manager	Per Hour	\$90.00
Clerical/Secretarial	Per Hour	\$38.00
Report Review	Each	\$57.00
Project Setup Fee for Construction Hive	Per Project	\$125.00

- All fees and services are provided in accordance with the attached PSI General Conditions
- Services and fees not listed on this schedule will be quoted on request.
- All rates are billed on a portal to portal basis. A minimum of three (3) densities and/or three (3) hours and/or one (1) set of cylinders will be completed during each request for these services. Pick-up of concrete or soil samples will be billed on an hourly rate for the engineering technician.
- Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance notice will be assessed a minimum 2-hour charge plus travel expenses.
- Review charge to schedule, supervise personnel, evaluate and review reports will be billed at \$28.50 per report for all field and laboratory reports.
- Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and Holidays. The overtime rate is 1.5 times the applicable hourly rate. Services performed on Sundays and Holidays will be invoiced at 2 times the applicable hourly rate.
- PSI Holidays are as listed: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Friday following, Christmas Eve and Christmas Day.
- Charges for re-inspections or retests are not included in this estimate and will be invoiced at the unit rates included herein.
- Less than 24-hour notice for laboratory testing may result in a "rush" charge of 1.5 times the regular rate.
- Allow three (3) working days for tests and evaluation of soilsamples.
- A fee of \$125 will be charged for initial project set-up, per project.
- PSI will deliver reports electronically to the client and others on the specified distribution list. Reports will be posted on a password protected, secure website available only to those on the distribution list. If requested, PSI will distribute up to 3 copies of the report by mail in accordance with your instructions. Additional copies will be billed at the rate of \$0.40 per sheet plus preparation time.
- Project-specific safety training courses and drug screen testing will be invoiced at applicable hourly rates plus third party costs at cost+15%.
- A final inspection charge of a minimum of two hours at a Project Manager rate applies to all special inspection projects. PSI reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance or other acceptable written authorization to proceed with the work as outlined. Issuance of Final Reports is subject to full payment of outstanding invoices.



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

## GENERAL CONDITIONS

1. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

2. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
3. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
4. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
5. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
6. **RECORDING:** Photographs or videorecordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or videorecordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
7. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
8. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
9. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.