

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and, **EST, Inc.**, a Oklahoma Corporation, hereinafter referred to as "Firm", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Firm to perform related engineering services in connection with Geotechnical and Material Testing Services for Roads and Buildings in Collin County, hereinafter referred to as the "Project"; and

WHEREAS, the Firm desires to render such engineering services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Retention of the Firm

The County hereby agrees to retain the Firm to perform professional engineering services in connection with the Project; Firm agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Firm shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written change orders may be authorized from time to time by the County.

2.2 The Firm will serve as the County's professional engineering representative under this Agreement, providing professional engineering, consultation, advice and furnishing customary services incidental thereto. The Firm agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

2.3 The Firm shall advise the County with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The Firm shall also advise the County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

2.4 The presence or duties of the Firm's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Firm or its personnel in any way responsible for those duties that belong to County's construction contractors or other entities, and do not relieve the construction

contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Firm and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

2.5 The Firm will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Firm to the County for periodic construction progress payments to the construction contractor will be based on the Firm's knowledge, information, and belief from sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that there are not other matters at issue between the County and the construction contractor that affect the amount that should be paid.

2.6 The Firm agrees, if required by project, to provide a complete and coordinated set of drawings and specifications for the construction of the Project, if required by the project, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Construction drawings, specifications, and other construction documents prepared by the Firm or its consultants and submitted to the County for approval or contractors for bidding or negotiation purposes shall be complete and capable of construction "as is". While the utility of communications between design professionals and construction contractors for the purpose of clarifying design intent is recognized, the Project should be capable of construction without the necessity of formal revisions or contract modifications to provide missing design information after construction contracts are awarded. Said documents shall comply with all applicable codes, ordinances, statutes, and regulations governing the design of the Project.

2.7 The Firm, if required by the project, shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

III. Schedule of Services

3.1 The Firm agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Firm shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Firm shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Firm is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, or separate contractors employed by the County, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Firm's control, or delay authorized by the County pending arbitration, or by other causes which the County and Firm agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. The County shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time and if this happens, the Firm's sole remedy for any delays or suspension shall be any extension of time. The County shall not be independently liable to the Firm for any delay or interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

IV. Compensation and Method of Payment

The parties agree that Firm shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Fee Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Firm further agrees that it will prepare and present such monthly progress reports and itemized statements per the fee schedule described in said Exhibit "C". Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Firm further agrees to the following terms prior to payment being due by County:

A. Invoice and Payment

- (1) The Firm shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Firm will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

V. Information to be provided by the County

5.1 The County agrees to furnish to Firm, prior to the Firm's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Firm as required for the Firm's performance of its services. The Firm represents that it understands the scope of this Agreement and has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Firm to acquaint itself with the available information will not relieve the Firm from its responsibilities pursuant to this Agreement.

5.3 The County shall disclose, to the extent known to the County, the results of prior tests, inspections or investigations conducted for the Project upon request by the Firm.

VI. Progress Meetings

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Firm agrees to attend all monthly progress meetings scheduled by County, and at such meetings to outline work accomplished and special problem or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period. The Firm agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

VII. Insurance

Firm agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

Firm agrees to indemnify the County to the fullest extent allowed by section 271.904 of the Texas Local Government Code, including payment of the County's reasonable attorneys' fees to the extent such is allowed under 271.904(b).

IX. Independent Contractor

In the performance of services hereunder, the Firm shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

X. Assignment and Subletting

The Firm agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Firm further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Firm from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 The Firm agrees that at any time during normal business hours, and as often as County may deem necessary, Firm shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Firm agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Firm shall execute the Affidavit shown in Exhibit "F". Firm understands and agrees that the existence of a conflict of interest during the term of this Agreement will render the agreement voidable.

11.3 The Firm acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Firm. In the event of such termination without cause, Firm shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Firm in connection with this Agreement. Firm shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Firm shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original drawings and specifications (Instruments of Service) created by Firm are the property of the Firm; however, the Project is the property of the County, and Firm may not use the drawings and specifications for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of drawings and specifications as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Firm, Firm will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Firm by or through the County or Contractor. Firm will promptly furnish the County with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the County who may use them without the Firm's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project. The aforementioned revisions will be based upon information supplied by the County's construction contractor and will be assumed by Firm to be complete and accurate. As such, Firm shall not be responsible for errors or omissions resulting therefrom. Prints shall be furnished, as an additional service, at any other time requested by County. The County may use such drawings in any manner it desires; provided, however, that the Firm shall not be liable for the use of such drawings for any project other than the Project described herein.

XIV. Complete Contract

14.1 This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Firm.

14.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Firm by law with respect to the Firm's duties, obligations, and performance hereunder. The Firm's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Firm acknowledges that the County is relying upon the Firm's skill and experience in performing the services pursuant to this Agreement.

XV. Mailing of Notices

Unless instructed otherwise in writing, Firm agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Bill Bilyeu
Collin County Administrator
2300 Bloomdale #4192
McKinney, TX 75071

Bill Burke
Construction Projects Director
4600 Community Ave.
McKinney, TX 75071

Clarence Daugherty
Director of Engineering
4690 Community Ave #200
McKinney, TX 75071

Jon Kleinheksel
Director of Public Works
700 A. Wilmeth Rd.
McKinney, TX 75069

Collin County Purchasing
2300 Bloomdale #3160
McKinney, TX 75071

County agrees that all notices or communications to Firm permitted or required under this Agreement shall be addressed to Firm at the following address:

Kelly Selman
EST, Inc.
3522 Sam Rayburn Highway
Melissa, TX 75454

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Firm, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Firm.

H. Observe and Comply

Firm shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Firm agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. Expenses for Enforcement

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

J. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 8/31/2020

COLLIN COUNTY, TEXAS

By: 

Michalyn Rains, CPPO, CPPB
Purchasing Agent

Court Order No. 2020-740-08-17

EST, Inc.

Date: 8/19/2020

By: 

Title: TEXAS REGIONAL DIRECTOR

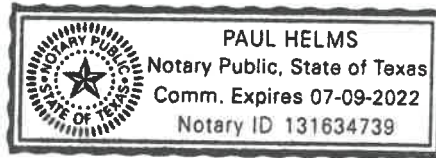
ACKNOWLEDGMENT

STATE OF TEXAS }
 }
COUNTY OF Collin }

BEFORE ME, Paul Helms on this day personally appeared KELLY SELMAN of EST, an OKLAHOMA Corporation, known to me (or proved to me on the oath of _____ or through Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of August, 2020.

Paul Helms
Notary Public, State of Texas
Paul Helms
Printed Name



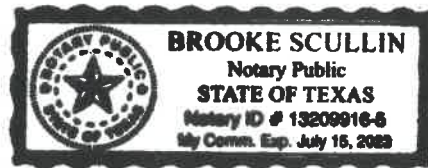
My Commission expires on the 9 day of July, 2022

STATE OF TEXAS }
 }
COUNTY OF Collin }

BEFORE ME, Brooke Scullin on this day personally appeared Michalyn Rains, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31 day of August, 2020.

Brooke Scullin
Notary Public, State of Texas
Brooke Scullin
Printed Name



My Commission expires on the 15 day of July, 2023

EXHIBIT "A"

SCOPE OF SERVICES

- 1.0 Collin County will need various amounts and types of construction materials testing (laboratory and field) and quality control inspections to include, but not limited to the following categories:
- 1.1 Soils/Aggregates:
 - 1.1.1 Atterberg limits
 - 1.1.2 Proctors
 - 1.1.3 Moisture-Density Relationships
 - 1.1.4 Lime series
 - 1.1.5 Gradations
 - 1.1.6 Eades Grim Test
 - 1.1.7 Shrink/Swell Potential Test
 - 1.1.8 On-site inspections
- 1.2 Subgrade, Preparations, Base Material, Test & Inspections:
 - 1.2.1 Material Acceptance Test
 - 1.2.2 Moisture- Density Relationship
 - 1.2.3 Field Density Test
 - 1.2.4 On-site Inspections
- 1.3 Concrete:
 - 1.3.1 Material Acceptance Test
 - 1.3.2 Mix designs & conformations
 - 1.3.3 Field testing
 - 1.3.4 Sampling for slump
 - 1.3.5 Air entrainment
 - 1.3.6 Unit weight
 - 1.3.7 Compressive strengths
 - 1.3.8 Flexural strengths
 - 1.3.9 Cores
- 1.4 Asphaltic Mix Designs and Conformations
- 1.5 Emulsion Material Testing
- 1.6 Nondestructive Testing (Upon Request Only):
 - 1.6.1 Shop-Penetrant
 - 1.6.2 Field-Ultrasonic and Penetrant
- 1.7 Other Test & Inspections:
 - 1.7.1 Drilled Pier Inspection
- 1.6 The above listing must not be taken as all inclusive regarding test and procedures. Additional information or tests beneficial to the project should be noted in the information submittal. The final and actual specification sections and work may vary.

Agreement No. 2020-200

EXHIBIT "B"

COMPLETION SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect beginning on October 1, 2020 and continue through and including September 30, 2021 with two (2) optional one (1) year renewals.

Project Schedule will be determined by each individual project.

Agreement No. 2020-200

EXHIBIT "C"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of work completed at that time. The Fee Schedule for Services is shown on the next pages.

COLLIN COUNTY RFQ 2020-200 EST PRICE LIST

4.1 SOILS/AGGREGATES

4.1.1 ATTERBERG LIMITS		\$65.00
4.1.2 PROCTORS		
	ASTMD698	\$200.00
	ASTMD1557	\$250.00
	TEX114	\$200.00
	TEX113	\$300.00
4.1.3 MOISTURE/DENSITY RELATIONSHIPS		
	ASTMD698	\$200.00
	ASTMD1557	\$250.00
	TEX114	\$200.00
	TEX113	\$300.00
4.1.4 LIME SERIES		\$300.00
4.1.5 GRADATIONS		\$65.00 - \$100.00
4.1.6 EADES GRIM TESTING		\$160.00
4.1.7 SHRINK/SWELL POTENTIAL TEST		\$300.00
4.1.8 ON SITE INSPECTIONS		
	STANDBY	\$55.00
	SPECIAL INSPECTIONS	\$65.00

4.2 SUBGRADE, PREPERATIONS, BASE MATERIAL, TEST & INSPECTIONS

4.2.1 MATERIAL ACCEPTANCE TEST		PRICE UPON REQUEST
4.2.2 MOISTURE/DENSITY RELATIONSHIP		
	ASTMD698	\$200.00
	ASTMD1557	\$250.00
	TEX114	\$200.00
	TEX113	\$300.00
4.2.3 FIELD DENSITY		\$55.00/HR (MIN 2 HR)
4.2.4 ON SITE INSPECTION		
	STAND BY	\$55.00
	SPECIAL INSPECTIONS	\$65.00

4.3 CONCRETE

4.3.1 MATERIAL ACCEPTANCE TEST		PRICE UPON REQUEST
4.3.2 MIX DESIGNS & CONFORMATIONS		
	REVIEW ONLY	\$65.00
	ACTUAL MIX DESIGN	\$800.00

4.3.3 FIELD TESTING	\$55.00/HR
4.3.4 SAMPLING FOR SLUMP	\$30.00 PER TEST
4.3.5 AIR ENTRAINMENT	\$45.00 PER TEST
4.3.6 UNIT WEIGHT	\$50.00 PER TEST
4.3.7 COMPRESSIVE STRENGTH	\$22.00 PER CYLINDER
4.3.8 FLEXURAL STRENGTHS	\$45.00 PER BEAM
4.3.9 CORES (CONCRETE)	\$22.00 PER CORE (BREAKING FOR PSI)

4.4 ASPHALTIC MIX DESIGN & CONFORMATIONS

REVIEW ONLY	\$65.00
ACTUAL MIX DESIGN	
HVEEM	\$2,500.00
TXAPA LEVEL II HMAC (TGC)	\$4,000.00
TXAPA LEVEL II HMAC (SGC)	\$4,000.00
MARSHALL	\$2,500.00
STONE MATRIX ASPHALT (SMA)	PRICE UPON SPECIFIC REQUEST

4.6 EMULSION MATERIAL TESTING

N/A

4.7 NONDESTRUCTIVE TESTING

4.7.1 SHOP PENETRANT	\$65.00/HR (4 HR MIN)
4.7.2 FIELD ULTRASONIC AND PENETRANT	\$65.00/HR (4 HR MIN)

4.8 OTHER TEST & INSPECTION:

4.8.1 DRILLED PIER INSPECTION	\$65.00/HR
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4.9 ADDITIONAL TESTS

SEE ATTACHED MASTER PRICELIST

EST MASTER PRICE LIST

MATERIAL TESTING SERVICES

PERSONNEL	UNIT	PRICE
Project Director	Per Hour	\$250
Project Manager/Engineer	Per Hour	\$175
Lab Manager	Per Hour	\$125
Lab Supervisor	Per Hour	\$95
Laboratory Specialist	Per Hour	\$75
Laboratory Technician	Per Hour	\$55
Field Technician	Per Hour	\$55
Special Inspections	Per Hour	\$65
Administration	Per Hour	\$75
Mileage	Per Mile	Federal Rate*

* Mileage will be portal to portal at current IRS Rate

CONCRETE TESTING PRICING

METHOD	CONCRETE TEST	PRICE
ASTM C31, ASHTO T23	MAKING AND CURING CONCRETE TEST SPECIMENS IN FIELD (SET OF 3)	\$ 51.00
ASTM C31, ASHTO T23	MAKING AND CURING CONCRETE TEST SPECIMENS IN FIELD (SET OF 4)	\$ 65.00
ASTM C31, ASHTO T23	MAKING AND CURING CONCRETE TEST SPECIMENS IN FIELD (SET OF 5)	\$ 75.00
ASTM C31, ASHTO T23	MAKING AND CURING CONCRETE TEST SPECIMENS IN FIELD (SET OF 6)	\$ 90.00
ASTM C39, AASHTO T22	COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS, CURING AND DISPOSAL (EACH)	\$ 22.00
AASHTO T231	CAPPING CONCRETE TEST CYLINDERS-SULPHUR (PER CYLINDER)	\$ 30.00
AASHTO T23	MAKING & CURING CONCRETE TEST BEAM SPECIMENS IN THE FIELD (PER BEAM)	\$ 45.00
ASTM C10129	SAMPLING & TESTING GROUT (SET OF 4)	\$ 160.00
ASTM C109	COMPRESSIVE STRENGTH OF MORTAR CUBES (SET OF 3)	\$ 102.00
AASHTO T97, ASTM C78	TEST FOR FLEXURAL STRENGTH OF CONCRETE USING BEAM W/ 3 POINT LOADING. (EACH)	\$ 45.00
ASTM C579	COMPRESSIVE STRENGTH OF CHEMICAL RESISTANT MORTARS, GROUTS, & POLYMER CONCRETES (SET OF 3)	\$ 153.00
AASHTO T121, ASTM C138	TEST FOR UNIT WEIGHT, YIELD (GRAVIMETRIC)	\$ 40.00
AASHTO T152	AIR CONTENT OF FRESHLY MIXED CONCRETE SAMPLE	\$ 45.00
AASHTO T119	SLUMP ON FRESHLY MIXED CONCRETE SAMPLE	\$ 30.00
ASTM C192	CONCRETE MIX DESIGN INCLUDING TRIAL BATCHING (SET OF 6 CYLINDERS)	\$ 800.00
AASHTO T245	CUTTING CONCRETE CORE SAMPLES UP TO 8" DEPTH- EQUIPMENT ONLY (PER CORE)	\$ 50.00
AASHTO T245	ADDITIONAL DEPTH OVER 8" PER CORE SAMPLE-EQUIPMENT ONLY (PER CORE)	\$ 10.00
ASTM C1567	ALKALI-SILICA REACTIVITY OF CEMENTITIOUS MATERIALS & AGGREGATES (ASR)	Price upon request
ASTM 1260	POTENTIAL ALKALI REACTIVITY OF AGGREGATES (MORTAR BAR METHOD)	Price upon request
ASTM C531	LINEAR SHRINKAGE & COEFFICIENT OF THERMAL EXPANSION OF CHEMICAL RESISTANT MORTARS,.....(SET OF 4 BARS)	\$ 1,300.00
	ACI CERTIFIED TECHNICIAN - INSPECTION, SAMPLING & TESTING PER HOUR	\$ 55.00
LABOR	NON CERTIFIED TECHNICIAN (PER HOUR)	\$ 45.00
	REPORT AND REVIEW (PER TEST REPORT)	\$ 20.00

AGGREGATES TESTING PRICING

METHOD	AGGREGATE TESTS	PRICE
AASHTO T27, ASTM C136	SIEVE ANALYSIS OF FINE & COARSE AGGREGATES	\$ 100.00
ASTM C566	TOTAL EVAPORABLE MOISTURE CONTENT OF AGGREGATE BY DRYING	\$ 21.00
ASTM D4791	TEST METHOD FOR FLAT & ELONGATED PARTICLES IN COARSE AGGREGATE	\$ 60.00
AASHTO T96, ASTM C131	RESISTANCE TO DEGRADATION BY LA ABRASION	\$ 250.00
AASHTO T210, ASTM D3744	DURABILITY INDEX- DOES NOT INCLUDE SIEVE ANALYSIS	\$ 135.00
	SPECIFIC GRAVITY & ABSORPTION OF FINE AGGREGATE	\$ 65.00
AASHTO T85, ASTM C127	SPECIFIC GRAVITY & ABSORPTION OF COARSE AGGREGATE	\$ 55.00
AASHTO T104, ASTM C88, TEX 411	MAGNESIUM SULFATE SOUNDNESS OF AGGREGATES, CA & FA 5 CYCLES	\$ 340.00
AASHTO T19, ASTM C29	UNIT WEIGHT, DRY RODDED	\$ 50.00
ASTM C142	CLAY LUMPS & FRIABLE PARTICLES IN AGGREGATES	\$ 80.00
AASHTO T176, ASTM D2419, TEX 203	SAND EQUIVALENT VALUE OF SOILS & FINE AGGREGATE	\$ 85.00
TEX 145	FIELD METHOD FOR DETERMINING IN-PLACE DENSITY ON SOILS & BASE (PER HR, MIN. 2 HR	\$ 55.00
TEX 116	WET BALL MILL VALUE ON FLEXIBLE BASE MATERIALS	\$ 225.00
ASTM C123	LIGHTWEIGHT PARTICLES IN AGGREGATES	Price upon request
TEX 461	MICRO DEVAL	\$ 275.00
TEX 612	ACID INSOLUBILITY	\$ 175.00
TEX 406	DECANT OF COARSE AGGREGATE	\$ 50.00
TEX 401	GRADATION OF COARSE AGGREGATE	\$ 100.00
TEX 128	PH ON SOILS	\$ 50.00
TEX 129	RESISTIVITY VALUE ON SOILS & AGGREGATES	\$ 90.00
TEX 406 PART III	PERCENT LIMESTONE IN DECONTAMINATION MATERIAL	\$ 150.00
TEX 413	Delaterious Material	\$ 65.00
	CERTIFIED LAB TECHNICIAN (TXAPA, ACI, TXDOT) PER HOUR	\$ 55.00
	LAB TECHNICIAN (NOT CERTIFIED) PER HOUR	\$ 45.00
	REPORT & REVIEW (PER TEST REPORT)	\$ 20.00

SOILS TESTING PRICING

METHOD	SOIL TEST	PRICE
ASTM D698, TEX-114-E	STANDARD PROCTOR OF SOILS	\$ 200.00
AASHTO T180, ASTM 1557	MODIFIED PROCTOR OF SOILS	\$ 250.00
TEX 113-E	LAB, COMPACTION CHARACTERISTICS & MOISTURE - DENSITY RELATIONSHIP OF BASE MATERIALS	\$ 300.00
TEX-120-E	SOIL CEMENT TESTING	Price upon r
TEX -121-E	SOIL LIME TESTING	Price upon r
TEX-115-E	FIELD METHOD FOR DETERMINING IN PLACE DENSITY OF SOILS AND BASE MATERIALS (PER HR, MIN. 2 HR)	\$ 55.00
ASTM C977	QUICKLIME & HYDRATED LIME FOR SOIL STABILIZATION PH TEST	\$ 160.00
ASTM D6276	USING PH TO DETERMINE THE SOIL-LIME PROPORTION REQUIREMENT FOR SOIL STABILIZATION	\$ 160.00
ASTM D1883	CALIFORNIA BEARING RATIO-(PER POINT)	\$ 205.00
AASHTO T193	CALIFORNIA BEARING RATIO-PROCTOR,CBR COMPACTION	\$ 345.00
ASTM D4318, TEX 104-6	ATTERBERG LIMITS (DETERMINING THE PLACTICITY INDEX OF SOILS)	\$ 65.00
TEX-107-E	DETERMINING LINEAR BAR SHRINKAGE	\$ 50.00
ASTM D4609	UNCONFINED COMPRESSIVE STRENGTHS OF SOILS USING HARVARD MINIATURE COMPACTOR (PER % OF SOIL)	\$ 420.00
ASTM D422	PARTICLE ANALYSIS- SIEVE TEST ON SOILS (EXCLUDING HYDROMETER)	\$ 70.00
ASTM D422	PARTICLE ANALYSIS- SIEVE TEST ON SOILS (HYDROMETER)	\$ 265.00
ASTM D4829	EXPANSION INDEX WITH ATTERBERG LIMITS & -#200	\$ 245.00
UBC-18-2	EXPANSION INDEX	\$ 195.00
ASTM D1556	DENSITY OF SOILS IN-PLACE BY SAND CONE METHOD	\$ 75.00
TEX 145-E	DETERMINE SOLUBLE SULFATE CONTENT IN SOIL	\$ 50.00
	PROOF ROLLING INSPECTION (PER HOUR)	\$ 75.00
	CERTIFIED LAB TECNICIAN (TXAPA SB) PER HOUR	\$ 55.00
	NON CERTIFIED TECHNICIAN PER HOUR	\$ 45.00
	REPORT AND REVIEW (PER TEST)	\$ 20.00

ASPHALT TESTING PRICING

METHOD	ASPHALT TEST	PRICE
ASHTO T30 , TEX 200-F	MECHANICAL ANALYSIS OF HMA	\$ 50.00
	DETERMINING ASPHALT CORE THICKNESS,	\$ 25.00
	CUTTING CORE SAMPLE UP TO 8" DEPTH, PER CORE(EQUIPMENT ONLY)	\$ 50.00
	ADDITIONAL COST PER INCH OVER 8"	\$ 10.00
	PATCHING CORE HOLES (EACH)	\$ 25.00
ASHTO T176 , TEX203-F	SAND EQUIVALENT TEST ON FINE AGGREGATES	\$ 85.00
TEX 207-F	ROADWAY DENSITIES NUCLEAR METHOD PER HOUR (2 HR MIN.)	\$ 55.00
ASHTO T166,T209, TEX207,TEX227,TEX204-F	LAB MOLDED DENSITY, VMA, & SPECIFIC RICE GRAVITY (TGC)	\$ 175.00
ASHTO T312,T209, TEX207,TEX227,TEX204-F	LAB MOLDED DENSITY, VMA, & SPECIFIC RICE GRAVITY (SGC)	\$ 195.00
TEX-236-F	IGNITION OVEN CALIBRATION FACTORS	\$ 350.00
TEX-207-F	DETERMINING IN PLACE ROADWAY DENSITY (SET OF 2 TRIMMED CORES)	\$ 50.00
TEX-207-F	TRIMMING OF ROADWAY CORES (PER SET OF 2)	\$ 50.00
TEX-207-F	ESTABLISHING HMA ROLLING PATTERN (NUCLEAR METHOD) PER HOUR	\$ 75.00
ASHTO T308, T30 TEX-210-F	IGNITION OVEN EXTRACTION AND SIEVE ANALYSIS	\$ 150.00
ASHTO T308, TEX-236-F	IGNITION OVEN ASPHALT CONTENT %	\$ 105.00
TEX-246-F	PERMEABILITY	UPON REQUEST
ASHTO T331, TEX-207-F	CORELOK (SET OF 2)	\$ 150.00
ASHTO T245	MARSHALL STABILITY	\$ 125.00
TEX-242-F	HAMBURG TESTING (PER SAMPLE)	\$ 600.00
MIX DESIGNS	HVEEM MIX DESIGN	\$ 2,500.00
MIX DESIGNS	TXAPA LEVEL II HMAC MIX DESIGN (TGC)	\$ 4,000.00
MIX DESIGNS	TXAPA LEVEL II HMAC MIX DESIGN (SGC)	\$ 4,000.00
MIX DESIGNS	MARSHALL MIX DESIGN	\$ 2,500.00
MIX DESIGNS	STONE MATRIX ASPHALT (SMA) MIX DESIGN	UPON REQUEST
INSPECTION	TXAPA LEVEL 1-A PLANT INSPECTION (PER HOUR)	\$ 65.00
INSPECTION	TXAPA LEVEL 1-B ROADWAY INSPECTION (PER HOUR)	\$ 65.00
TESTING	TXAPA LEVEL 1-A LAB TECHNICIAN ON SITE (PER HOUR)	\$ 65.00
LABOR	NON CERTIFIED TECHNICIAN (PER HOUR)	\$ 55.00
	REPORT AND REVIEW (PER TEST REPORT)	\$ 20.00

CONSTRUCTION MANAGEMENT SERVICES

PERSONNEL	UNIT	PRICE
Senior Engineer	Per Hour	\$135
Project Director	Per Hour	\$250
Project Manager	Per Hour	\$175
Junior Engineer	Per Hour	\$110
Engineering Assistant	Per Hour	\$85
Construction Inspector III	Per Hour	\$85
Construction Inspector II	Per Hour	\$68
Construction Inspector I	Per Hour	\$55
Auditor	Per Hour	\$85
Administration	Per Hour	\$75
Mileage **Portal to Portal	Per Mile	Federal Rate*
* Mileage will be portal to portal at current IRS Rate		

STRUCTURAL STEEL TESTING & INSPECTION

INSPECTION/TEST	UNIT	PRICE
Structural Steel Inspection	Per Hour (4 HR Min)	\$65
Ultrasonic Inspection	Per Hour (4 HR Min)	\$65
Magnetic Particle Inspection	Per Hour (4 HR Min)	\$65
Liquid Penetrant Inspection	Per Hour (4 HR Min)	\$65
Bolt Tension Inspection	Per Hour (4 HR Min)	\$65
Material Thickness Readings	Per Hour (4 HR Min)	\$65
Radiographic Testing (2 Techs)	Per Hour (4 HR Min)	\$125
Shop Penetrant	Per Hour (4 HR Min)	\$65
Field Ultrasonic & Penetrant	Per Hour (4 HR Min)	\$65
IG-4G 3/8" Plate Test	Each	\$175
IG-4G 1" Plate Test	Each	\$175
6G Pipe Test	Each	\$290
ARC Spot Weld Test (Deck Test)	Each	\$115
Welding Procedure Specification	Each	\$115
Welding Procedure Qualification	Each	\$230
Mileage **Portal to Portal	Per Mile	Federal Rate*
* Mileage will be portal to portal at current IRS Rate		

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Firm any and all information, data, etc. as it may have in its possession relating to the project described herein.

EXHIBIT "E"

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$1,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

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

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

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

1.1.5 **Umbrella/Excess Liability** insurance.

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

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

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- 1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 1.3 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 1.1.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.
- 1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 1.4.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Firm EST, INC.
Title of Officer TEXAS REGIONAL DIRECTOR
Signature of Officer Kelly Selman, P.E.
Date: 8/19/2020

ACKNOWLEDGMENT

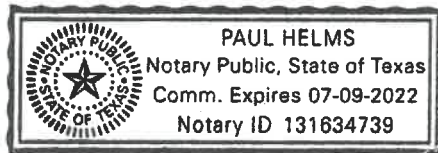
STATE OF TEXAS }
COUNTY OF Collin }

BEFORE ME, on this day personally appeared Kelly Selman, known to me (or proved to me on the oath of _____ or through Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of August, 2020.

Paul Helms
Notary Public, State of Texas

Paul Helms
Printed Name



My Commission expires on the 9 day of July, 2022