

Board Information Item

Information Packet	Board Agenda Information	Board Agenda Action	Board Agenda Consent
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

12/16/2024

Subject: Act on Professional Services Agreement with Universal Engineering Services (UES Professional Solution 44, LLC) for Geotechnical Engineering & Materials Testing Services

Contact Person: Paula Barbaroux, Chief Operations Officer
Derick Sibley, Chief Financial Officer

Policy/Code: Texas Government Code 2254.004, Texas Professional Services Procurement Act
CH(LEGAL) and CH(LOCAL)

Priority and Performance Objective: Priority 4: Strong Financial Stewardship and Internal System Efficiency
Objective 4.1: Transparent Financial Stewardship
Objective 4.3: Long Range Facility and Capital Management Plan

Summary: In further preparation of the bond program, requests for professional qualifications (RFQ) were solicited for geotechnical engineering services and construction materials testing services, which are professional services under Texas law. The District received eight qualification statements and conducted its review based on the stated evaluation criteria listed in the RFQ.

The District established a five-member committee to review the qualifications and financial statements submitted by each firm. The committee also conducted interviews with the two highest-ranked firms. The District then entered into negotiations with the highest-ranked firm, which was Universal Engineering Services (UES). The District negotiated both the fees and the contract terms and conditions with UES. The District's legal counsel reviewed and approved the Professional Services Agreement

(Agreement). The fees associated with the Agreement are set through 2027.

Attachments:

Professional Services Agreement
Evaluation Chart

Recommendation:

The recommendation is for the Board of Trustees to approve Universal Engineering Services, and the contract for Professional Services, to provide geotechnical engineering and materials testing services for the GCISD Bond Program.

Universal Engineering Sciences
GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 Universal Engineering Sciences (“UES”) will provide to Client the professional services described under the Scope of Services (“Services”) in the UES response to Client’s RFQ, these General Conditions, Client’s Addendum (attached), and the Schedule of Fees (attached) shall form the Professional Services Agreement (“Agreement”) between UES and Client and shall govern any proposals between the parties.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES may retain subcontractors or other third-parties to assist it in the provision of the Services, but Client reserves the right to approve all subcontractors or other third parties. Such Client approval shall not be unreasonably withheld.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., Proposal/Statement of Work and a Purchase Order) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions and refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall be part of the Services and is the responsibility of UES under this Agreement, unless explicitly specified otherwise in writing in a Statement of Work.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES' reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES'S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 The General Contractor shall be responsible for the safety of the Site, in accordance with OSHA rules and regulations, where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall notify Client within four hours or earlier of its decision to halt its work. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services. UES shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. Client expressly authorizes UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for the actual cost of any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide, or cause its consultants to provide, UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. Client authorizes UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order.

In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all reasonable expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all reasonable expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered, unless Client has notified UES of a billing dispute. Client shall pay for services it does not dispute and UES agrees to release reports, findings, data and other work product accordingly. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. UES will produce its work product for discovery. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES the rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks, per the negotiated fees and costs.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at the rates established with UES. The Standard Fee Schedule agreed to by the parties is attached and incorporated herein.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, to the extent applicable to a tax-exempt government organization and to the extent allowable by law, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 If the Project is delayed due to force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency, the temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to request an increase in its compensation payable by the Client to UES in the event of the above, but Client is not obligated to agree and compensate UES for the work. If UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved, Client will consider a request in writing for reasonable compensation caused by changes in laws or regulations as listed.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will notify the Client of the retention expiration period and make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 This section deleted in its entirety.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, consultants, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law. UES acknowledges Client's obligations under the Texas Public Information Act, Chapter 552, Texas Government Code and the Texas Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT BE LIMITED.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY REDUCTION IN VALUE OF REAL PROPERTY, LOST PROFITS, FINANCING COSTS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 This section intentionally deleted.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 This section intentionally deleted.

SECTION 9: INDEMNITY

9.1 [Intentionally deleted]

9.2 [Intentionally deleted]

9.3 [Intentionally deleted]

SECTION 10: DISPUTE RESOLUTION

10.1 [Intentionally deleted]

10.2 [Intentionally deleted]

10.3 [Intentionally deleted]

10.4 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually agreed upon mediator. If the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in Tarrant County, Texas. The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held in Tarrant County, Texas, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Client's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Any claim not resolved in mediation shall be subject to litigation.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon thirty (30) calendar days written notice and opportunity to cure in the event of a material breach by the other party. In the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than thirty (30) calendar days, UES may terminate the Statement of Work. Such termination shall not be effective if such material breach or force majeure event has been remedied before the expiration of the period specified in this Agreement. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations. Notwithstanding this section, UES will promptly notify Client in writing upon determining that work it inspects or observes does not, in its reasonable judgment, conform with the design, applicable laws, regulations, rules or codes,

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client or Client's agents, shall at the time of execution of each Statement of Work provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client and UES agree that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, neither Client nor UES may, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the other except as authorized in writing. The parties agree that breach of this Section shall cause irreparable harm, and that either party may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction. All actions, suits, or legal proceedings arising out of or related to the Agreement shall be brought only in the State District Courts of Tarrant County, Texas or, if federal, in the United States District Courts of the Northern District of Texas, Dallas Division and the Parties consent to the exclusive jurisdiction of such courts.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 Intentionally deleted.

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, Client's Request for Qualifications (RFQ) and UES's response to that RFQ, the attached Addendum, and any other Addendum or Statement of Work issued for each project represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

UES waives trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement. Client retains its right to trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum or any Statement of Work can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24, AMENDED BY THE PARTIES DECEMBER 2024

Universal Engineering Sciences
GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 Universal Engineering Sciences (“UES”) will provide to Client the professional services described under the Scope of Services (“Services”) in the UES response to Client’s RFQ, these General Conditions, Client’s Addendum (attached), and the Schedule of Fees (attached) shall form the Professional Services Agreement (“Agreement”) between UES and Client and shall govern any proposals between the parties.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES may retain subcontractors or other third-parties to assist it in the provision of the Services, but Client reserves the right to approve all subcontractors or other third parties. Such Client approval shall not be unreasonably withheld.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., Proposal/Statement of Work and a Purchase Order) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions and refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall be part of the Services and is the responsibility of UES under this Agreement, unless explicitly specified otherwise in writing in a Statement of Work.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES' reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES'S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 The General Contractor shall be responsible for the safety of the Site, in accordance with OSHA rules and regulations, where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall notify Client within four hours or earlier of its decision to halt its work. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services. UES shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. Client expressly authorizes UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for the actual cost of any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide, or cause its consultants to provide, UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. Client authorizes UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order.

In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all reasonable expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all reasonable expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered, unless Client has notified UES of a billing dispute. Client shall pay for services it does not dispute and UES agrees to release reports, findings, data and other work product accordingly. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. UES will produce its work product for discovery. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES the rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks, per the negotiated fees and costs.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at the rates established with UES. The Standard Fee Schedule agreed to by the parties is attached and incorporated herein.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, to the extent applicable to a tax-exempt government organization and to the extent allowable by law, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 If the Project is delayed due to force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency, the temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to request an increase in its compensation payable by the Client to UES in the event of the above, but Client is not obligated to agree and compensate UES for the work. If UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved, Client will consider a request in writing for reasonable compensation caused by changes in laws or regulations as listed.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will notify the Client of the retention expiration period and make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 This section deleted in its entirety.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, consultants, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law. UES acknowledges Client's obligations under the Texas Public Information Act, Chapter 552, Texas Government Code and the Texas Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT BE LIMITED.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY REDUCTION IN VALUE OF REAL PROPERTY, LOST PROFITS, FINANCING COSTS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 This section intentionally deleted.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 This section intentionally deleted.

SECTION 9: INDEMNITY

9.1 [Intentionally deleted]

9.2 [Intentionally deleted]

9.3 [Intentionally deleted]

SECTION 10: DISPUTE RESOLUTION

10.1 [Intentionally deleted]

10.2 [Intentionally deleted]

10.3 [Intentionally deleted]

10.4 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually agreed upon mediator. If the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in Tarrant County, Texas. The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held in Tarrant County, Texas, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Client's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Any claim not resolved in mediation shall be subject to litigation.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon thirty (30) calendar days written notice and opportunity to cure in the event of a material breach by the other party. In the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than thirty (30) calendar days, UES may terminate the Statement of Work. Such termination shall not be effective if such material breach or force majeure event has been remedied before the expiration of the period specified in this Agreement. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations. Notwithstanding this section, UES will promptly notify Client in writing upon determining that work it inspects or observes does not, in its reasonable judgment, conform with the design, applicable laws, regulations, rules or codes,

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client or Client's agents, shall at the time of execution of each Statement of Work provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client and UES agree that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, neither Client nor UES may, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the other except as authorized in writing. The parties agree that breach of this Section shall cause irreparable harm, and that either party may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction. All actions, suits, or legal proceedings arising out of or related to the Agreement shall be brought only in the State District Courts of Tarrant County, Texas or, if federal, in the United States District Courts of the Northern District of Texas, Dallas Division and the Parties consent to the exclusive jurisdiction of such courts.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 Intentionally deleted.

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, Client's Request for Qualifications (RFQ) and UES's response to that RFQ, the attached Addendum, and any other Addendum or Statement of Work issued for each project represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

UES waives trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement. Client retains its right to trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum or any Statement of Work can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24, AMENDED BY THE PARTIES DECEMBER 2024



GEOTECHNICAL & ENVIRONMENTAL ENGINEERING SERVICES
Standard Fee Schedule
Effective January 1, 2025 – December 31, 2027

1. Mobilization of Equipment	
1.1 Local (Dallas/Ft. Worth Area)	\$ 750.00/LS
1.2 Outside 25-mile radius from Dallas office, plus	\$ 4.50/mi (each way)
2. Drilling test borings using either undisturbed thin-wall tube (ASTM D 1587) or split-barrel (ASTM D 1586) sampling procedures continuous to 10 ft and 5 ft thereafter	
2.1 Up to 50 ft deep	\$ 25.00/ft
2.2 50 to 100 ft deep	\$ 30.00/ft
2.3 Deeper than 100 ft	Quote on Request
3. All-Terrain Drilling Unit (Mobil B-53 for CME 55)	
3.1 Special Mobilization (In addition to Item 1 mobilization above)	\$ 500.00/ls
3.2 Daily Use Fee	\$ 300.00/dy
4. Interior Drilling Quote on Request	
5. Rock coring in either shale or limestone using NX-size carbide core barrel	
5.1 Up to 50 ft deep	\$ 35.00/ft
5.2 50 to 100 ft deep	\$ 45.00/ft
5.3 Deeper than 100 ft	Quote on Request
5.4 TxDOT Cone Penetration Test (TEX-132E) with rock coring	\$ 55.00/test
6. Drilling through concrete (8" diameter; up to 6" thick per hole)	\$ 150.00/ea
7. Hourly rate for drilling, sampling and standby	\$ 250.00/hr
8. Rental of special equipment to gain access to site or perform required work	\$ Cost+15 %
9. Identification and Strength Testing of Soils	
9.1 Moisture Content Determination	\$ 13.50/ea
9.2 Atterberg-limit test	\$ 70.00/ea
9.3 Linear Bar Shrinkage	\$ 15.00/ea
9.4 Lime Series	\$ 350.00/ea
9.5 Sieve Analysis (dry method)	\$ 60.00/ea
9.6 Sieve Analysis (wet method)	\$ 60.00/ea
a. Sieve Analysis - Percent Passing No 200 Sieve Only	\$ 50.00/ea
9.7 Hydrometer Analysis	\$ 200.00/ea
9.8 Unconfined Compression Test/Soil	\$ 50.00/ea
a. with Stress/Strain Curves, add	\$ 15.00/ea
9.9 Unconfined Compression Test/Rock	\$ 60.00/ea
a. with Stress/Strain Curves, add	\$ 15.00/ea
9.10 Triaxial Compression	
a. Unconsolidated/Undrained	\$ 250.00/pt
b. Consolidated/Undrained w/pore pressure measurement	\$ 500.00/pt
c. Consolidated/Drained	\$ 700.00/pt
d. Back Pressure Saturation	\$ 100.00/pt
9.12 Direct Shear	
a. Unconsolidated/Undrained	\$ 350.00/pt
b. Consolidated/drained	\$ 450.00/pt
9.13 Dry Unit Weight Determination	\$ 30.00/ea
9.14 Hand Penetrometer	\$ 7.00/ea
9.15 Swell Tests	
a. Pressure/Swell Test	\$ 160.00/ea
b. Absorption Swell Test	\$ 120.00/ea

GEOTECHNICAL & ENVIRONMENTAL ENGINEERING SERVICES

Standard Fee Schedule

Effective January 1, 2025 – December 31, 2027

9.16 Consolidation Test	\$ 550.00/ea
9.17 Permeability Test, falling head	\$ 450.00/ea
9.18 Aggregate Testing	
a. Sodium Sulfate Soundness	\$ 700.00/ea
b. Los Angles Abrasion	\$ 650.00/ea
c. Light-weight Pieces	\$ 90.00/ea
d. Sand Equivalent	\$ 90.00/ea
9.19 Soil Suction Tests	\$ 12.00/ea
9.20 Specific Gravity	\$ 130.00/ea
9.21 Standard Proctor Compaction Test	\$ 225.00/ea
9.22 pH Test	\$ 18.00/ea
9.23 Soluble Sulfates	\$ 120.00/ea
9.24 Chloride Ion	\$ 60.00/ea
9.25 Electrical Resistivity	\$ 90.00/ea

10. Water Injection Testing

Upon completion of the water injection process, ALPHA would perform test borings to 10 ft. Samples of the subsurface soils would be continuously obtained with a shelly tube to a depth of 10 ft using a drill rig mounted on an ATV. A moisture content and pocket-penetrometer test will be conducted on each soil sample and three (3) absorption-swell tests will be conducted on selected soil samples from each boring. The following is a cost per boring for drilling, laboratory testing and engineering evaluation based on the number of borings tested per event (i.e., per mobilization to the site). Please note, the costs below do not include re-testing of borings/lots that may fail to meet the acceptance criteria and must be re-drilled and re-tested. Re-drilling, re-testing and re-evaluation of borings/lots that previously failed to meet the prescribed acceptance criteria would be performed using the same schedule of fees tabulated below.

No. of Borings Tested Per Event & Cost Per Boring

1	\$ 1,850.00
2	\$ 1,350.00
3-4	\$ 1,050.00
5-7	\$ 950.00
8 +	\$ 850.00

11. Geotechnical and Environmental Engineering Services

Engineering services for test evaluation, contract administration, laboratory and field supervision, preparation of geotechnical reports and consultation.

11.1 Principal Engineer (P.E.) or Geologist (C.P.G.)	\$ 300.00/hr
11.2 Senior Project Engineer (P.E.) or Geologist	\$ 225.00/hr
11.3 Project Engineer (P.E.)	\$ 175.00/hr
11.4 Staff Engineer or Staff Geologist	\$ 115.00/hr
11.5 Expert Consulting and Testimony, Principal	\$ 350.00/hr

12. Environmental Testing, Equipment and Item Fees

12.1 Groundwater Sampling Equipment (pH, conductivity, temperature, (1) disposable bailer)	\$ 95.00/day
12.2 Disposable bailer	\$ 13.00/ea
12.3 Flame Ionizing Detector	\$ 175.00/day
12.4 Photo Ionizing Detector	\$ 175.00/day
12.5 Explosimeter (O ₂ and LEL)	\$ 100.00/day
12.6 Vehicle mileage	\$ 0.70/mile
12.7 Laboratory analyses, subcontractors, and other expenses	Invoice + 15%
12.8 Soil Parameters for TCEQ (effective porosity, dry bulk density, Water Content, Hydraulic Conductivity, Organic Content)	\$ 450.00/ea

CONCRETE TESTING
Standard Fee Schedule
Effective January 1, 2025 – December 31, 2027

1. Engineering technician services for molding concrete test specimens, performing slump, rebar & P.T,air tests and testing at batch plant.	\$ 55.00/hr
1.1 Overtime (in excess of 8 hours per day)	\$ 82.50/hr
2. Special Inspector, Full Time Masonry Observation	\$ 60.00/hr
2.1 Overtime (in excess of 8 hours per day)	\$ 90.00/hr
3. Specimen pick-up (per trip)	\$ 35.00/trp
4. Handling charge for testing specimens <i>not</i> molded by this Laboratory	\$ 50.00/set
5. Vehicle Trip Charge	\$ 75.00/trp
6. Laboratory compression testing and reporting of concrete cylinders	\$ 24.00/ea
8.1 Reserve concrete cylinders not tested	\$ 24.00/ea
7. Laboratory flexural testing and reporting of concrete beams	\$ 35.00/ea
9.1 Reserve Beams not tested	\$ 35.00/ea
8. Grout Prism (3x3x6 inch) Compression Test	\$ 25.00/ea
9. Masonry CMU Prism, Compressive Strength Test	
11.1 Un-grouted	\$ 120.00/ea
11.2 Grouted	\$ 150.00/ea
10. Laboratory testing of aggregate for concrete mix design including gradation, Fineness modulus, absorption, specific gravity and unit weight	\$ 270.00/ea
11. Concrete Mix Designs:	
11.1 Review of mix design	\$ 340.00/ea
11.2 Laboratory design of concrete mix with specific strength and workability characteristics	\$ 1,050.00/ea
11.3 Additional Mix Design utilizing aggregate sample	\$ 490.00/ea
11.4 Technician Design Batch Time	\$ 55.00/hr
11.5 Design Confirmation Cylinders	\$ 25.00/ea
11.6 Design Confirmation Flexural Beams	\$ 35.00/ea
11.7 Equipment Charge	\$ 110.00/dy
12. Special Laboratory Testing of Concrete Aggregates	
12.1 Sieve Analysis (dry method)	\$ 70.00/ea
12.2 Sieve Analysis with decantation (wet method)	\$ 65.00/ea
12.3 Specific Gravity of aggregates	\$ 150.00/ea
12.4 Organic Matter	\$ 65.00/ea
12.5 Hydrometer Analysis	\$ 200.00/ea
12.6 Percent Finer than 200 mesh	\$ 65.00/ea
12.7 Absorption	\$ 65.00/ea
12.8 Moisture Content	\$ 15.00/ea
12.9 Bulk Unit Weight (SpGr)	\$ 55.00/ea
12.10 Dry Rodded Unit Weight	\$ 30.00/ea
12.11 Loose Rodded Unit weight	\$ 20.00/ea
12.12 Los Angeles Abrasión	\$ 650.00/ea

**CONCRETE TESTING
 Standard Fee Schedule
 Effective January 1, 2025 – December 31, 2027**

12.13 Sodium Sulphate Soundness (3 cycles)	\$ 700.00/ea
12.14 Wet Ball Mill Test	\$ 700.00/ea
12.15 California Bearing Ration (CBR) Test	\$ 800.00/ea
12.16 Minus 200	\$ 65.00/ea
13. Concrete Coring*	
13.1 2 or 4 Inch Diameter Cores (avg 6"/dpth) (Includes Coring, Prep & Testing)	\$ 95.00/ea
13.2 Minimum coring charge (per trip)	\$ 250.00/ea
13.3 Core Hole Patching	\$ 25.00/ea
13.4 Core Preparation if cored by others & delivered to our Laboratory	\$ 10.00/ea
13.5 Core Compression Test if cored by others & delivered to our Laboratory	\$ 25.00/ea
14. Concrete Special Testing Services:	
14.1 Schmidt Rebound Hammer Testing (4hr Min.)	\$ 65.00/hr
a. Equipment Charge	\$ 110.00/dy
14.2 Windsor Probe Testing (4hr Min)	\$ 65.00/hr
a. Probe Supplies	\$ 60.00/set
b. Equipment Charge	\$ 110.00/dy
14.3 Ferrosan ((Reinforcement Location) (4hr Min)	\$ 100.00/hr
a. Equipment Charge	\$ 110.00/dy

*As a part of this service **UES will attempt** to locate reinforcing steel prior to coring. Although every effort will be made to locate the reinforcing steel, **UES does not guarantee the exact location** and **will not be held responsible** should any reinforcement, of any type, be cut.

FIELD COMPACTION TESTING
Standard Fee Schedule
Effective January 1, 2025 – December 31, 2027

1. Engineering technician services performing in-place field density testing	\$ 55.00/hr
2. Engineering technician services for sample pick-up	\$ 55.00/ea
3. Overtime (in excess of 8 hours per day)	\$ 82.5/hr
4. Vehicle Trip Charge	\$ 75.00/trp
5. Nuclear density equipment charge	\$ 125.00
6. Moisture/Density Relationship of Soils	
6.1 Standard Proctor (ASTM D 698)	\$ 225.00/ea
6.2 Modified Proctor (ASTM D 1557)	\$ 225.00/ea
6.3 <i>Target Moisture Proctors (per point)</i>	\$ 120.00/ea
6.4 With Lime added in laboratory, add	\$ 80.00/ea
7. Atterberg-limit Determinations	
7.1 Natural	\$ 85.00/ea
7.2 With Lime, add	\$ 30.00/ea
8. Lime Series, pH Method (Eades & Grim Method)	\$ 350.00/ea
9. Soluble Sulphate (Standard 8 Day turn around, Rush rates quoted upon request)	\$ 120.00/ea

**PIER DRILLING, ASPHALTIC CONCRETE, BUILT-UP ROOF,
 LIME STABILIZATION, LIME PRESSURE INJECTION, POST-TENSIONING,
 WELDING, AND STRUCTURAL STEEL TESTING & SPECIAL TESTING**

Standard Fee Schedule

Effective January 1, 2025 – December 31, 2027

1. Engineering technician services to perform testing referenced above (Except Visual Structural Steel)	\$ 60.00/hr
1.1 Overtime (in excess of 8 hours per day)	\$ 90.00/hr
2. Engineering Technician for Visual Structural Steel Observations	\$ 85.00/hr
2.1 Overtime (in excess of 8 hours per day)	\$ 127.50/hr
3. Vehicle Trip Charge	\$ 75.00/trp
4. Marshall stability, flow and density (3 points per test)	\$ 125.00/ea
5. Asphalt Content	\$ 150.00/ea
6. Lab Molded Specimens (set of 3)	\$ 125.00/ea
7. HMAC Core Specific Gravity	\$ 20.00/ea
8. HMAC Coring	\$ 90.00/ea
9. HMAC Core Patching`	\$ 20.00/ea
10. HMAC Core Thickness Determination	\$ 20.00/ea
11. HMAC Mix Design Review	\$ 225.00/ea
12. HMAC 1A & 1B TXDOT Technician	\$ 55.00/hr
12.1 Overtime (in excess of 8 hours per day).....	\$ 82.50/hr
13. NICET Level II or Higher	\$ 55.00/hr
13.1 Overtime (in excess of 8 hours per day)	\$ 82.50/hr
14. Extraction and gradation	\$ 225.00/ea
15. Maximum Theoretical SpGr	\$ 130.00/ea
16. Disposal Fee	\$ 30.00/ea
17. Design of asphaltic concrete mix (Marshall Method)	
17.1 3 Aggregates, 5 Bitumen Percentages	\$ 1,300.00/ea
17.2 4 Aggregates, 5 Bitumen Percentages	\$ 1,500.00/ea
18. Roof-cut analysis, either quantitative or qualitative type	\$ 800.00/ea
19. Non-destructive testing of steel using ultrasonic equipment	
19.1 Regular time (4 hour minimum)	\$ 125.00/hr
19.2 Overtime (in excess of 8 hours per day)	\$ 187.50/hr
19.3 Equipment Charge	\$ 110.00/dy

**PIER DRILLING, ASPHALTIC CONCRETE, BUILT-UP ROOF,
 LIME STABILIZATION, LIME PRESSURE INJECTION, POST-TENSIONING,
 WELDING, AND STRUCTURAL STEEL TESTING & SPECIAL TESTING**

Standard Fee Schedule

Effective January 1, 2025 – December 31, 2027

20. Usage of truck-mounted drill rig to obtain moisture content samples from lime slurry pressure injected soils.	
20.1 1 Boring	\$ 1,850.00/ea
20.2 2 Borings	\$ 1,350.00/ea
20.3 3 – 4 Borings	\$ 1,050.00/ea
20.4 5 – 7 Borings	\$ 950.00/ea
20.5 8 or More Borings	\$ 850.00/ea
21. Free Swell Tests	\$ 120.00/ea
22. Spray on Fireproofing:	
24.1 Laboratory Density	\$ 55.00/ea
24.2 In Place Bond Test	\$ 65.00/ea
23. Fire Spread Test (ASTM E84)	
23.1 1 Sample	\$ 735.00
23.2 2 – 5 Samples	\$ 700.00
23.3 6 or More Samples	\$ 660.00
23.4 Sample Preparation if required (Per Sample)	\$ 130.00/ea
23.5 Overnight Shipping (Per Sample)	\$ 160.00/ea
24. Floor Flatness:	
24.1 Testing Minimum Charge	\$ 450.00/min
24.2 Testing for over 18,000 sq/ft	\$ 0.0355/sq.ft
25. Taylor # 625 Calcium Chloride Kits	\$ 40.00/ea
26. Administrative Services, test evaluation, Report & Plan Review, contract administration, laboratory and field supervision, preparation of geotechnical reports and consultation.	
26.1 Principal Engineer (P.E.)	\$ 300.00/hr
26.2 Senior Project Engineer (P.E.)	\$ 175.00/hr
26.3 Materials Engineer	\$ 115.00/hr
26.4 Materials Manager	\$ 100.00/hr
26.5 Project Manager	\$ 95.00/hr
26.6 Project Manager Engineering Review of P.T. Summary Letter (each).....	\$ 150.00/ea