

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and HVJ Associates, Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional construction materials engineering inspection and testing services for the widening of Bellaire Boulevard from East Parkway Lakes Lane to Lakehead Lane, under the Fort Bend County 2013 Mobility Bond Program – Bellaire Boulevard – Project Nos. 13302, 13303 and 13304 (hereinafter “Services”) pursuant to SOQ 14-025 and related to Construction Bid No. 16-090; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in HVJ Proposal No. HC1610204 dated August 29, 2016 (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is ninety-two thousand eight hundred fifty-seven dollars and 00/100 (\$92,857.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of ninety-two thousand eight hundred fifty-seven dollars and 00/100 (\$92,857.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed ninety-two thousand eight hundred fifty-seven dollars and 00/100 (\$92,857.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Contractor: HVJ Associates, Inc.
Attn: Hirendra Patel, Houston – CME Manager
6120 S. Dairy Ashford Road
Houston, Texas 77092

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

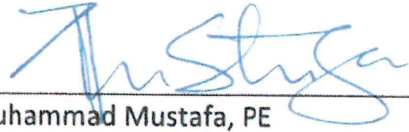
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 31st day of August, 2016.

FORT BEND COUNTY

HVJ ASSOCIATES, INC.

Robert E. Hebert, County Judge



Muhammad Mustafa, PE
Branch Manager, Houston

Date

August 31, 2016
Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Bellair Blvd\E Pkwy Lakes-Lakehead Lane\Agreement - CMT.HVJ.docx

EXHIBIT A



Houston | 6120 S. Dairy Ashford Rd.
Austin | Houston, TX 77072-1010
Dallas | 281.933.7388 Ph
San Antonio | 281.933.7293 Fax
www.hvj.com

August 29, 2015

Fort Bend County
C/o Schaumburg & Polk, Inc.
Attn: Mr. Mark C. Dessens
301 Jackson Street
Richmond, Texas 77469

Re: Construction Materials Engineering Inspection and Testing services for
Widening Bellaire Boulevard from East Parkway Lakes to Lakehead Lane
Richmond, Texas 77407, Fort Bend County
HVJ Proposal No. HC1610204

Dear Mr. Dessens:

As requested, HVJ is pleased to submit this proposal for material testing for above referenced project. HVJ Associates, Inc. prides itself on the quality personnel and testing services it provides to its clients. We are especially proud of our A2LA (American Association for Laboratory Accreditation) accreditation and the certification of our technicians by the National Institute for Certification in Engineering Technologies (NICE'T), Texas Hot Mix Asphalt Association and the American Concrete Institute (ACI).

Scope of Services

Based on our review of the project specifications, it is our understanding that the project consist of widening and construction of Bellaire Boulevard from East Parkway Lakes to Lakehead Lane roadway. The new concrete pavement will consist of eight (8) inches of concrete over 6" lime/fly ash stabilized subgrade. The project also include installation of storm sewer along roadway and the scope of material testing services anticipated for this project is as follows:

- Roadway embankment and compaction Inspection/testing
- Lime/ Fly ash stabilization monitoring and testing
- Underground utilities backfill compaction testing
- Concrete Inspection and testing
- Associated lab testing and engineering services

Cost Estimate

Our estimated cost to perform the material testing and inspection services required on this project is not to exceed \$92,857 and as shown on the attached fee breakdown of itemized services. The estimate for services is based on the review of project quantities, specifications, construction duration of 240 days and estimated construction cost of about \$3.10 million.

The actual charges will be billed in accordance with the proposed fee schedule for construction Materials Engineering Testing and Inspection Services. General terms and conditions including overtime charges will be applied as applicable per this fees schedule. The actual cost will be dependent on the construction schedule and efficiency, items over which we have no control. You will only be billed for the actual services provided in accordance with the unit prices listed in the

Mr. Mark C. Dessens, PE
HVJ No. HC1610204
August 29, 2016

attached cost breakdown. Other services required for preparation of reports and conferences pertinent to the project and other laboratory services will be invoiced in accordance with the fee Schedule. Invoicing for our services is done on a monthly basis. Our invoices will be submitted at 30 days for the payment.

HVJ Associates, Inc. will begin providing services on this project upon receiving authorization from Fort Bend County. Should you have any questions regarding the contents of this proposal, please call me at 281-933-7388.

Sincerely,

HVJ ASSOCIATES, INC.



Hirendra (Harry) Patel, P.E.

Houston – CME Manager

Attachment: Fort Bend County Itemized Breakdown (2 pages)

Fee Schedule

HP/pp

Fort Bend County - ITEMIZED SERVICES

PROJECT NAME: Widening and Construction of Bellaire Boulevard from East Parkway Lakes to Lakehead Lane
 Richmond, Texas 77407, Fort Bend County

CLIENT: Fort Bend County
 c/o Schaumburg & Polk, Inc. Attn: Mr. Mark C. Dessens, 301 Jackson Street, Richmond, Texas 77469

PROPOSAL NO: HCI1610204

QTY.	UNIT	SERVICES	UNIT PRICE	TOTAL
UTILITIES				
<i>Field Services</i>				
24	Hour	Technician Time for Compaction Testing NICET III	\$ 75.00	\$ 1,800.00
72	Hour	Technician Time for Compaction Testing, NICET II, SB102	\$ 65.00	\$ 4,680.00
10	Hour	Technician Time for sample Pick up, NICET II, SB102	\$ 65.00	\$ 650.00
96	Hour	Nuclear Gauge	\$ 10.50	\$ 1,008.00
106	Hour	Vehicle Charge	\$ 10.00	\$ 1,060.00
			Subtotal	\$ 9,198.00
<i>Laboratory Services</i>				
3	Each	Standard Proctors (ASTM D-698)	\$ 204.00	\$ 612.00
3	Each	Atterberg limits (ASTM D-4318)	\$ 62.00	\$ 186.00
3	Each	Sieve #200 (ASTM D-1140)	\$ 48.00	\$ 144.00
3	Each	Standard Proctor, Treated (ASTM D-558)	\$ 225.00	\$ 675.00
36	Each	Cement Compressive Strength (ASTM D-1633)	\$ 71.00	\$ 2,556.00
			Subtotal	\$ 4,173.00
<i>Engineering Report Review</i>				
10	Hrs	Engineering Report Review (1/10 hr per report)	\$ 149.00	\$ 1,490.00
			Subtotal	\$ 1,490.00
			UTILITIES	\$ 14,861.00
SUBGRADE				
<i>Field Services</i>				
72	Hour	Technician Time for Compaction Testing, NICET III	\$ 75.00	\$ 5,400.00
216	Hour	Technician Time for Compaction Testing, Level II, SB102	\$ 65.00	\$ 14,040.00
30	Hour	Technician Time for Soil/Lime Sampling&Field Sieves NICET II, SB102	\$ 65.00	\$ 1,950.00
288	Hour	Nuclear Gauge	\$ 10.50	\$ 3,024.00
318	Hour	Vehicle Charge	\$ 10.00	\$ 3,180.00
			Subtotal	\$ 27,594.00
<i>Laboratory Services</i>				
3	Each	Standard Proctors (ASTM D-698)	\$ 204.00	\$ 612.00
6	Each	Atterberg limits (ASTM D-4318)	\$ 62.00	\$ 372.00
3	Each	Sieve #200 (ASTM D-1140)	\$ 48.00	\$ 144.00
3	Each	Standard Proctor, Treated (D-698)	\$ 225.00	\$ 675.00
2	Each	Lime Series (pH Method)	\$ 235.00	\$ 470.00
			Subtotal	\$ 2,273.00
<i>Engineering Report Review</i>				
10	Hrs	Engineering Report Review (1/10 hr per report)	\$ 96.00	\$ 960.00
			Subtotal	\$ 960.00
			SUBGRADE	\$ 30,827.00

Fort Bend County - ITEMIZED SERVICES

PROJECT NAME: Widening and Construction of Bellaire Boulevard from East Parkway Lakes to Lakehead Lane
 Richmond, Texas 77407, Fort Bend County

CLIENT: Fort Bend County
 c/o Schaumburg & Polk, Inc. Attn: Mr. Mark C. Dessens, 301 Jackson Street, Richmond, Texas 77469

PROPOSAL NO: HCI1610204

QTY.	UNIT	SERVICES	UNIT PRICE	TOTAL
CONCRETE				
<i>Field Services</i>				
180	Hour	Technician Time for Concrete Testing, NICET II	\$ 65.00	\$ 11,700.00
240	Hour	Technician Time for Concrete Testing, ACI	\$ 51.00	\$ 12,240.00
40	Hour	Technician Time for Cyl Pick Ups	\$ 43.00	\$ 1,720.00
460	Hour	Vehicle Charge	\$ 10.00	\$ 4,600.00
20	Each	Concrete Coring (4" diameter upto 6" deep) (C-42)	\$ 105.00	\$ 2,100.00
80	inch	Concrete Coring, Additional Thickness (6"-12" deep) (C-42)	\$ 9.00	\$ 720.00
		Subtotal		\$ 33,080.00
<i>Laboratory Services</i>				
192	Each	Concrete Cylinders (ASTM C-39)	\$ 17.00	\$ 3,264.00
20	Each	Measuring Length of Core (C-174)	\$ 13.00	\$ 260.00
20	Each	Preparation of Core, Cap & Test (C-42)	\$ 78.00	\$ 1,560.00
		Subtotal		\$ 5,084.00
<i>Engineering Report Review</i>				
25	Hrs	Engineering Report Review (1/10 hr per report)	\$ 149.00	\$ 3,725.00
		Subtotal		\$ 3,725.00
		CONCRETE		\$ 41,889.00
MISCELLENOUS				
40	Hour	Rebar Inspection, NICET II	\$ 65.00	\$ 2,600.00
20	Hour	Project Meetings, Site visits (Project Engineers)	\$ 104.00	\$ 2,080.00
60	Hour	Vehicle Charge	\$ 10.00	\$ 600.00
		Subtotal		\$ 5,280.00
		MISCELLENOUS		\$ 5,280.00

Total for Construction Materials Testing	\$ 92,857.00
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**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Code	Description	Unit	Current Fee
10100	Principal, P.E.	Hr.	206.00
10200	Senior Engineer, P.E. (10 yrs experience)	Hr.	183.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	149.00
10400	Graduate Engineer and Graduate Geologist	Hr.	101.00
10500	Technician, NICET IV	Hr.	84.00
10600	Technician, NICET III, HMA-II	Hr.	75.00
10700	Technician, NICET II, ACI Construction Inspector, HMA-1A or HMA-1B, NDT II, Logger or both: TxDOT Soil SB-101 and SB-102	Hr.	65.00
10800	Technician, ACI Field Grade I, TxDOT Soil SB-101 or SB-102	Hr.	51.00
10900	Technician (Non-Certified)	Hr.	43.00
11000	Senior Welding Inspector, SCWI	Hr.	115.00
11100	Welding Inspector, CWI, ACCP II	Hr.	91.00
11200	Associate Welding Inspector	Hr.	65.00
11300	Inspector, ASNT III	Hr.	112.00
11400	NDT Inspector Level II with asst. (2 man crew)	Hr.	112.00
11500	Engineering Assistant	Hr.	60.00
15000	Vehicle Charge	Hr.	10.00
15100	Reimbursable Expenses		Cost + 10%
15200	Services provided by quotation		Cost + 10%

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Aggregates

Code	Description	Standard	Unit	Current Fee
20100	Sieve Analysis - Coarse Aggregates	C 136 - C	Ea	54.00
20200	Sieve Analysis - Fine Aggregates	C 136 - F	Ea	54.00
20300	Rel Density & Abs. - Coarse Aggregates	C 127	Ea	81.00
20400	Rel Density & Abs. - Fine Aggregates	C 128	Ea	99.00
20500	Bulk Density & Voids in Aggregate	C 29	Ea	38.00
20600	Absorption - Coarse Aggregates	C 127	Ea	45.00
20700	Absorption - Fine Aggregates	C 128	Ea	45.00
20800	Finer than 75-um (No. 200) Sieve	C 117	Ea	49.00
20900	Organic Impurities in Fine Aggregates	C 40	Ea	48.00
21000	L.A. Abrasion	C 131 / C 535	Ea	208.00
21100	Clay Lumps and Friable Particles	C 142	Ea	55.00
21200	Lightweight Particles	C 123	Ea	64.00
21300	Sand Equivalent	D 2419	Ea	65.00
21400	Na/Mg Sulfate Soundness (5 cycles)	C 88	Ea	354.00
21500	Na/Mg Sulfate Soundness (Add'l cycles)	C 88	Ea	204.00

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Portland Cement Concrete

Code	Description	Standard	Unit	Current Fee
30100	Compressive Str. (Cylinder)	C 39	Ea	17.00
30200	Flexural Str. (Beam)	C 78	Ea	27.00
30300	Split Tensile Str. (Incl prep)	C 496	Ea	109.00
30400	Time of Set by Penetration	C 403	Ea	320.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C 531	Set 3	328.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C 490 & C 157	Set 3	116.00
30700	Density of Structural Ltwt. Concrete	C 567	Ea	81.00
30800	Concrete Coring, Minimum Charge	C 42	Min	338.00
30900	Concrete Coring (4" diameter to 6" Thickness)	C 42	Ea	105.00
31000	Concrete Coring, 4", additional thickness (over 6" to 12")	C 42	In	9.00
31100	Concrete Coring, 4", additional thickness (over 12")	C 42	In	12.00
31110	Concrete Coring (6" diameter to 6" Thickness)	C 42	Ea	150.00
31112	Concrete Coring, 6", additional thickness (over 6" to 12")	C 42	In	13.50
31113	Concrete Coring, 6",additional thickness (over 12")	C 42	In	18.00
31200	Preparation of Core, Cap & Test	C 42	Ea	78.00
31300	Measuring Length of Core	C 174	Ea	13.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	91.00
31500	Probe Penetration Test Equipment (plus probes)	C 803	Day	92.00

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

HMAC

Code	Description	Standard	Unit	Current Fee
40100	Mix Design Review		Ea	218.00
40200	HMAC Design (In-Place)		Ea	2177.00
40300	Trail Batch (up to 5 points)		Ea	1633.00
40400	Additional Points		Ea	235.00
40500	Extraction/Gradation	Tex-210F	Ea	203.00
40600	Specific Gravity	D 2041 & 201F	Ea	72.00
40700	HVEEM Stability	Tex-208F	Set	95.00
40800	Bulk Density - Lab Molded or Core	Tex-207F	Set	54.00
40900	Bulk Density Core	Tex-207F	Ea	48.00
41000	Molding Specimens	Tex-206F	Set	63.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea	91.00
41200	Apparent Specific Gravity	Tex-202F	Ea	68.00
41300	Abson Recovery	Tex-211F	Ea	327.00
41400	Moisture Susceptibility	Tex-531C	Ea	476.00
41500	Penetration	D 5	Ea	86.00
41600	Ductility	D 113	Ea	115.00
41700	Viscosity	D 2170	Ea	95.00
41800	Asphalt Coring, Minimum Charge		Min	338.00
41900	Asphalt Coring (4"Dia. to 6" Thickness)		Ea	93.00
42000	Asphalt Coring (4"Dia. over 6" Thickness)		In	8.00
42150	Asphalt Coring (6" Dia. to 6" Thickness)		Ea	140.00
42160	Asphalt Coring (6" Dia. Over 6" Thickness)		In.	12.00
42200	Measuring Thickness of Asphalt		Ea	8.00
42300	PMA Extraction/Gradation	D 2172	Ea	272.00
42400	PMA Extraction/Gradation	D 6307	Ea	169.00
42500	Asphalt Content	D 4125	Ea	81.00

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Structural Steel

Code	Description	Standard	Unit	Current Fee
50100	Radiographic Source, Iridium		Day	123.00
50200	Radiographic Source, Cobalt 60		Day	142.00
50300	Ultrasonic equipment	E 114, E 273, E 587, E 797	Day	91.00
50400	Magnetic Particle Inspection Equipment	E 709	Day	34.00
50500	Skidmore-Wilhelm Tension Indicator		Day	136.00
50600	Torque Wrench		Day	50.00
50700	Discontinuity (Holiday) Equipment		Day	95.00
50800	Dry Film Thickness Equipment (Tooke	D 4138	Day	34.00
50900	Dry Film Thickness Equipment	D 7091	Day	34.00

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Masonry

Code	Description	Standard	Unit	Current Fee
60100	Compressive Strength, Mortar Cubes	C 109	Set 6	140.00
60200	Compressive Strength, Mortar Cubes	C 109	Ea	23.00
60300	Compressive Strength, Mortar or Grout Cylinder	C 780/C 39	Ea	23.00
60400	Compressive Strength, Grout Prism	C 1019	Set 3	140.00
60500	Measurement, Brick	C 67	Ea	55.00
60600	Compressive Strength Test, Brick	C 67	Ea	33.00
60700	Flexural Strength Test, Brick	C 67	Ea	43.00
60800	Absorption of Brick, 24 hr.	C 67	Ea	72.00
60900	Absorption of Brick, 5 hr.	C 67	Ea	71.00
61000	Measurement, CMU	C 140	Ea	29.00
61100	Weight, CMU	C 140	Ea	81.00
61200	Moisture Content, CMU	C 140	Ea	81.00
61300	Compressive Strength, CMU	C 140	Ea	87.00
61400	Compressive Strength, CMU Hollow Prism	C 1314	Ea	136.00
61500	Compressive Strength, CMU Grouted Prism	C 1314	Ea	195.00

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Fireproofing

Code	Description	Standard	Unit	Current Fee
70100	Density of SFRM	E 605	Ea	38.00
70200	Cohesion/Adhesion of SFRM	E 736	Ea	29.00

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Roofing

Code	Description	Standard	Unit	Current Fee
80100	Cut Out Roofing Sample Evaluation	D 2928	Ea	353.00
80200	Moisture in Mineral Aggregate for BUR	D 1864	Ea	59.00
80300	Analysis of New Built-Up Roof Membranes	D 3617	Ea	325.00
80400	Compressive Strength of Lwt. Insul. Concrete	C 495	Set of 4	114.00
80500	Compressive Strength of Lwt. Insul. Concrete	C 495	Ea	30.00
80600	Unit Weight of Lwt. Insul. Concrete	C 495	Set of 2	51.00

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Soils

Code	Description	Standard	Unit	Current Fee
90100	Liquid & Plastic Limits	D 4318	Ea	62.00
90200	Moisture Content of Soils by Mass	D 2216	Ea	9.00
90300	Moisture Content by Microwave	D 4643	Ea	30.00
90400	Sieve Analysis	D 422	Ea	57.00
90500	Sieve Analysis w/ Hydrometer	D 422	Ea	128.00
90600	Percent Passing #200 Sieve	D 1140	Ea	48.00
90700	Specific Gravity	D 854	Ea	59.00
90800	pH of Soils	D 4972	Ea	17.00
90900	Unconfined Compressive Strength	D 2166	Ea	45.00
91100	Unconsolidated-undrained Triaxial Compression	D 2850	Ea	63.00
91200	One-Dimension Consolidation	D 2435	Ea	361.00
91300	Consolidation, Additional Increment	D 2435	Ea	51.00
91400	Dispersive Characteristic by Pinhole Test	D 4647	Ea	286.00
91500	Dispersive Characteristic by Crumb Test	D 6572	Ea	38.00
91600	Double Hydrometer	D 4221	Ea	177.00
91700	Soil Suction - Filter Paper		Ea	57.00
91900	California Bearing Ratio	D 1883	Ea	215.00
92000	Soil Shrinkage Factors by Mercury Method	D 427	Ea	63.00
92100	Soil Shrinkage Factors by Wax Method	D 4943	Ea	76.00
92200	One-Dimensional Swell, Cohesive Soil	D 4546	Ea	292.00
92300	OMD Standard Compaction	D 698	Ea	204.00
92400	OMD Modified Compaction	D 1557	Ea	218.00
92500	Max. & Min. Density - Sand	D 4253/D 4254	Ea	212.00
92600	Percent Solids in Lime Slurry		Ea	43.00
92700	Optimum Lime Content - pH Method	D 6276	Ea	235.00
92800	Optimum Lime Content - PI Method		Ea	242.00
94100	Cement Sand Compressive Strength	D 1633	Ea	71.00
94200	Cement Content of Soil-Cement	D 806	Ea	313.00
94300	Sieve Analysis - Base Material	C 136	Ea	95.00
94400	Compressive Strength Treated Base	Tex-120E	Ea	258.00
94500	OMD Standard Compaction, Treated	D 698	Ea	225.00
94600	OMD Standard Compaction, Treated	D 1557	Ea	239.00
95100	Nuclear Density Gauge	D 6938	Hr	10.50

**Proposed Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates**

Slip-Lining and Manhole Repair

Code	Description	Standard	Unit	Current Fee
100100	Coring/Drilling of Manhole Grout		Hole	61.00
100200	Coring and Strength of Gunite Panel		Core	122.00
100300	Flexural Strength/Modulus of Elasticity of Liner	D 790	Coupon	343.00

Subsurface Exploration

Code	Description	Standard	Unit	Current Fee
11010	Soil Boring, Intermittent 3-in. dia. (0 to 50')		Ft	19.00
11020	Soil Boring, Intermittent 3-in. dia. (50' to 100')		Ft	21.00
11030	Soil Boring, Continuous 3-in. (0 to 20')		Ft	21.00
11031	Soil Boring, Continuous 3-in. (20 to 50')		Ft	25.00
11032	Soil Boring, Continuous 3-in. (50 to 100')		Ft	35.00
11040	Soil Boring over 100' (Surcharge)		Ft	7.00
11050	Wash Boring		Ft	9.00
11060	Auger Boring		Ft	10.50
11070	Undisturbed/Split-Spoon in Wash/Auger Borings		Ea	39.00
11071	Piezometer Installation		Ft	16.00
11072	Piezometer Abandonment		Ft	16.00
11080	Grouting of Completed Boring		Ft	10.00
11090	A.T.V. Surcharge		Ft	7.00
11100	Minimum Charge for the Exploration (to be used if charges are less than \$782.00)		LS	782.00
11110	Mobilization/Demobilization		LS	349.00
11120	TDH Cone Penetration Test		Ea	27.00
11130	ATV Mobilization Surcharge		LS	136.00
11140	Portable Rig Drilling (Crew of two)		Hr	177.00
11150	Standby (Crew of Two)		Hr	170.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-107934

Date Filed:
09/04/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HVJ Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

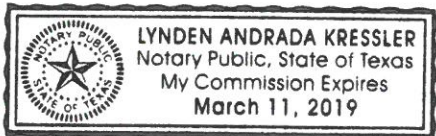
13202, 13203, 13204
Testing and Inspection Services for widening and construction of Bellaire Boulevard

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Handwritten Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Herbert Johnson, this the 6th day of September, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Lynden Andrada Kressler

Printed name of officer administering oath

Notary

Title of officer administering oath