

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 Ninyo & Moore Geotechnical and Environmental Sciences Consultants (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services, including construction materials testing and observation services for the construction of a half boulevard of Cane Island Parkway from FM 1463 to IH 10, under the Fort Bend County 2013 Mobility Bond Program – Cane Island Parkway – Project No. 13306 (hereinafter "Services") pursuant to SOQ 14-025; 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 the proposal dated June 8, 2017, attached hereto as Exhibit A and incorporated herein for all purposes.

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 one hundred eighteen thousand nine hundred dollars and no/100 (\$118,900.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written agreement executed by the parties.

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 one hundred eighteen thousand nine hundred dollars and no/100 (\$118,900.00), 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 one hundred eighteen thousand nine hundred dollars and no/100 (\$118,900.00)).

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 December 31, 2018. 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, HOLD HARMLESS 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: Ninyo & Moore Geotechnical and Environmental Sciences Consultants
Attn: Jay T. Sunderwala, P.E., Managing Principal
2313 W. Sam Houston, Pkwy., N., Suite 119
Houston, Texas 77043
jsunderwala@ninyoandmoore.com

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

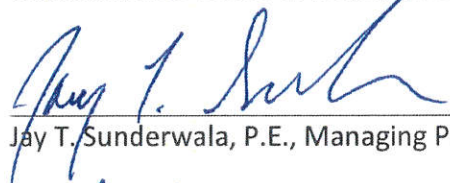
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

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 date signed by the last party hereto.

FORT BEND COUNTY

Ninyo & Moore Geotechnical and
Environmental Sciences Consultants

Robert E. Hebert, County Judge


Jay T. Sunderwala, P.E., Managing Principal

Date

6/15/17
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 Ed Sturdivant, County Auditor

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EXHIBIT A

June 8, 2017
Project No. 700316001

Fort Bend County
c/o Mr. Mark C. Dessens, PE
11767 Katy Freeway, Suite 900
Houston, Texas 77079

Subject: Construction Materials Testing and Observation Services
Cane Island Parkway
Fort Bend County, Texas

Dear Mr. Dessens:

Ninyo & Moore is pleased to submit the following proposal to perform construction materials testing and observation services for the above referenced project located in Fort Bend County, Texas. Ninyo & Moore is capable of performing a wide variety of geotechnical and materials observation and testing services including soils and aggregates, asphalt concrete, reinforced concrete, masonry, pre-stressed concrete, structural steel, welding, roofing, and fireproofing.

Ninyo & Moore's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA). A list of our scope of accreditation can be found at the A2LA website (www.a2la.org).

PROPOSED SCOPE OF SERVICES

We understand the project is to consist of the construction of a bridge and roadway paving. The construction will include the installation of piers, subgrade preparation, pavements, and structures for the development. Ninyo & Moore anticipates that the following services may be required during the construction phase:

- Proof-rolling observation of the subgrade;
- Observation of drilled shaft excavations;
- Observation and field density testing for treated subgrade;
- Cast-in-place concrete sampling and testing;

- Asphalt sampling and testing;
- Laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), 200 Wash, and Compressive Strength Testing of Cement Treated Sand, Asphalt and Concrete;
- Concrete coring, measuring and compressive tests; and
- Project management, data processing and report review services of laboratory and field test reports.

FEE ESTIMATE

The fees for the services described herein will be accrued in accordance with the attached cost estimate. Ninyo & Moore anticipates the cost for materials testing and observation services to be around \$118,900 (One Hundred Eighteen Thousand Nine Hundred Dollars). Billing will be for the actual costs incurred and will be determined by the needs of our client and the frequency with which Ninyo & Moore is requested to the project site.

Our proposed testing scope of services and estimated fee has been prepared based our review of the project plans and specifications.

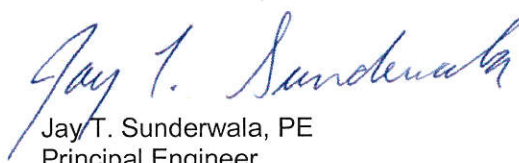
Please note that our estimated fee does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached standard Schedule of Fees. Our staff will be accessible to schedule a meeting in order to discuss and review the project scope at your convenience.

If this proposal meets with your approval, please provide an agreement in accordance with Fort Bend County guidelines. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Joe H. Keys
Project Manager



Jay T. Sunderwala, PE
Principal Engineer

JHK/JTS/tah

Attachments: Cost Estimate
Schedule of Fees

Distribution: (1) Addressee (via email)

Project: Cane Island Parkway
Location: Fort Bend County, Texas

Project No.
700316001

Bridge

Engineering Technician

Pier Observations	20	days @	8	hours\day @	\$50.00	\hour	\$8,000.00
Paving Subgrade	20	days @	8	hours\day @	\$50.00	\hour	\$8,000.00
Engineering Technician - (overtime)	40	days @	2	hours\trip @	\$75.00	\hour	\$6,000.00
Nuclear Density Gauge	240	hours @	\$10.00	\hour			\$2,400.00
Vehicle Usage Charge	400	hours @	\$9.00	\trip			\$3,600.00

Utility Backfill

Engineering Technician

Density Testing	30	days @	6	hours\day @	\$50.00	\hour	\$9,000.00
Engineering Technician - (overtime)	20	days @	2	hours\day @	\$75.00	\hour	\$3,000.00
Nuclear Density Gauge	220	hours @	\$10.00	\hour			\$2,200.00
Vehicle Usage Charge	220	hours @	\$9.00	\trip			\$1,980.00

Laboratory Testing

Standard Proctor Density	4	samples @	\$175.00		\$700.00
Attiberg Limit	10	samples @	\$55.00		\$550.00
200 Wash	10	samples @	\$45.00		\$450.00
Lime Determination PH Method	2	samples @	\$200.00		\$400.00
Standard Proctor Density Treated Soils, D 698	4	samples @	\$195.00		\$780.00
Cement Stabilized Sand Compressive Strength	40	samples @	\$65.00		\$2,600.00

Subtotal \$49,660.00

Asphalt Paving

Engineering Technician

Density Testing	10	days @	8	hours\day @	\$50.00	\hour	\$4,000.00
Nuclear Density Gauge	80	hours @	\$10.00	\hour			\$800.00
Vehicle Usage Charge	80	hours @	\$9.00	\hour			\$720.00

Laboratory Testing

Extraction/Gradation	5	samples @	\$190.00	\sample	\$950.00
Hveem Stability	5	set @	\$90.00	\set	\$450.00
Bulk Density Lab Molded Samples	5	set @	\$50.00	\set	\$250.00
Molding Specimens	5	set @	\$55.00	\set	\$275.00
Maximum Theoretical Unit Weight	5	samples @	\$80.00	\sample	\$400.00

Concrete

Engineering Technician - (miscellaneous site concrete including foundation, pavement)

Pier Caps	10	days @	8	hours\day @	\$50.00	\hour	\$4,000.00
Abutments and Bents	10	days @	8	hours\day @	\$50.00	\hour	\$4,000.00
Bridge Deck	3	days @	8	hours\day @	\$50.00	\hour	\$1,200.00
Wing Walls	6	days @	8	hours\day @	\$50.00	\hour	\$2,400.00



COST ESTIMATE

Project: Cane Island Parkway

Project No.
700316001

Location: Fort Bend County, Texas

<u>Approach Slabs</u>	2	days @	8	hours\day @	\$50.00	\hour	\$800.00
<u>Concrete Paving</u>	10	days @	8	hours\day @	\$50.00	\hour	\$4,000.00
<u>Concrete Curb</u>	10	days @	8	hours\day @	\$50.00	\hour	\$4,000.00
<u>Concrete Driveways</u>	4	days @	6	hours\day @	\$50.00	\hour	\$1,200.00
<u>Concrete Mow Strip</u>	4	days @	6	hours\day @	\$50.00	\hour	\$1,200.00
<u>Concrete Sidewalk</u>	6	days @	6	hours\day @	\$50.00	\hour	\$1,800.00
<u>Traffic Signals</u>	6	days @	6	hours\day @	\$50.00	\hour	\$1,800.00
<u>Engineering Technician - (overtime)</u>							
	10	days @	2	hours\day @	\$75.00	\hour	\$1,500.00
<u>Cylinder Pickups - (no charge if already onsite for other services)</u>							
	20	days @	3	hours\day @	\$50.00	\hour	\$3,000.00
<u>Vehicle Usage Charge</u>							
	608	hours @	\$9.00	\hour			\$5,472.00
<u>Compression Testing of Cylinders</u>							
	120	sets @	4	samples\set @	\$60.00	\set	\$7,200.00
Concrete Coring (Includes testing and patching)			30	samples @	\$185.00	\sample	\$5,550.00
Rebar Locator			1	days @	\$120.00	\day	\$120.00

Asphalt & Concrete Subtotal **\$57,087.00**

Engineering Review, Consultation, and Data Processing

<u>Project Manager</u>							
	60	hours @	\$80.00	\hour			\$4,800.00
<u>Principal Engineer</u>							
	30	hours @	\$165.00	\hour			\$4,950.00
<u>Data Processing</u>							
	60	hours @	\$40.00	\hour			\$2,400.00
Engineering Subtotal							\$12,150.00

Total Cost Estimate for Materials Testing Services \$118,897.00

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 165
Senior Engineer/Geologist/Environmental Scientist	\$ 135
Senior Project Engineer/Geologist/Environmental Scientist	\$ 115
Project Engineer/Geologist/Environmental Scientist	\$ 120
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 105
Staff Engineer/Geologist/Environmental Scientist	\$ 95
Nondestructive Testing Technician (NDT) (UT, MT, LP)	\$ 120
Concrete/Asphalt Batch Plant Inspector	\$ 85
Special Inspector (Concrete, Masonry, Structural Steel, Welding and Fireproofing)	\$ 120
Field Operations/Project Manager	\$ 80
GIS Analyst	\$ 75
Supervisory Technician/Senior Inspector	\$ 70
Senior Field/Laboratory Technician	\$ 55
Field/Laboratory Technician	\$ 50
Technical Illustrator/CAD Operator	\$ 50
Geotechnical/Environmental/Laboratory Assistant	\$ 40
Information Specialist	\$ 40
Data Processing, Technical Editing, or Reproduction	\$ 40

Other Charges

Rebar Locator (Micro Covermeter/Pachometer)	\$ 130/day
Inclinometer Usage	\$ 160/day
Concrete Coring Machine Usage (includes one technician)	\$ 140/hr
Anchor Load Test (includes one technician)	\$ 75/hr
PID/FID Usage	\$ 135/h4
Hand Auger Kits (includes 10 soil sample kits)	\$ 65/day
Water Level Meter Usage	\$ 50/day
Floor Flatness Equipment Usage	\$ 40/hr
Vapor Emission Kits	\$ 45/kit
Conductivity/pH Meter Usage	\$ 40/day
Nuclear Density Gauge Usage	\$ 10/hr
Field Vehicle Usage	\$ 9/hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and all day on holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal. The given rates do not apply to projects that are subject to Davis Bacon/prevaling wage provisions.

Invoices will be rendered monthly unless otherwise arranged, and are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days. Attorney fees or other costs incurred in collecting delinquent accounts will be paid by the client.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318	\$ 55
California Bearing Ratio (CBR), D 1883	\$ 185
One Dimensional Consolidation, D 2435	\$ 310
Consolidation Additional Increments, D 2435	\$ 45
Hydrometer Analysis, D 422	\$ 110
Double Hydrometer Analysis, D 4221	\$ 155
Moisture Content, D 2216	\$ 8
Moisture and Density, D 2937	\$ 35
Permeability, D 2434	\$ 200
Specific Gravity, D 854	\$ 50
Standard Proctor Density, D 698	\$ 175
Modified Proctor Density, D 1557	\$ 190
(Rock corrections add \$70)	
Sieve Analysis, D 422	\$ 55
Sieve Analysis, 200 Wash, D 1140	\$ 45
Swell Test, D 4546	\$ 290
Triaxial Shear, U.U., D 2850 per point	\$ 55
Unconfined Compression, D 2166	\$ 40
Pinhole Dispersion Test, D 4647	\$ 245
Crumb Test Dispersion Test, D 4647	\$ 40
Lime Determination, PI Method	\$ 210
Lime Determination, pH Method, D 62765	\$ 200
Compressive Strength Cement Stabilized Sand, D 1633	\$ 65
Standard Proctor Density Treated Soils, D 698	\$ 195
Modified Proctor Density Treated Soils, D 1557	\$ 205

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 65
Brick Absorption, 5-hour boiling, C 67	\$ 65
Brick Absorption, 7-day, C 67	\$ 55
Brick Compression Test, C 67	\$ 30
Brick Moisture as received, C 67	\$ 30
Brick Measurement, C 67	\$ 50
CMU Block Compression Test, 8x8x16, C 140	\$ 75
CMU Block Unit Weight and Absorption, C 140	\$ 70
CMU Block Moisture Content, C 140	\$ 70
CMU Block Measurement, C 140	\$ 25
Compressive Strength, Grout prism, C 1019	\$ 40
Compressive Strength, Mortar Cube, C 109	\$ 20

CONCRETE / CEMENT

Compression Strength, C 39	\$ 15
Flexural Test, C 78 or C 293	\$ 25
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	\$ 300
Concrete Core Compressive Strength, Includes Prep, C 42	\$ 72
Concrete Core Measurement, C 174	\$ 10
Concrete Coring Minimum Charge	\$ 300
Concrete Coring – 4" Diameter to 6-inch depth	\$ 90
Concrete Coring Additional Thickness 6" to 12" depth	\$ 8/inch
Concrete Coring Additional Thickness over 12" depth	\$ 10/inch
Compressive Strength Lt. Wt. Insulating Concrete, C 495	\$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	\$ 25

FIREPROOFING

Density of SFRM, E 605	\$ 35
Cohesion/Adhesion of SFRM, E 736	\$ 25

ASPHALT CONCRETE

Asphalt Mix Design Review, Job Spec	\$ 190
Asphalt Mix Design, 5 points	\$ 1,500
Extraction, % Asphalt, including Gradation, Tex 210F	\$ 190
Hveem Stability, Tex 208F	\$ 90/set
Bulk Density Lab Molded Samples, Tex 207F	\$ 50/set
Bulk Density Core, Tex 207F	\$ 45
Molding Specimens, Tex 206F	\$ 55/set
Measurement of Asphalt Cores	\$ 10
Asphalt Coring Minimum Charge	\$ 300
Asphalt Coring – 4" Diameter to 6-inch depth	\$ 80
Concrete Coring Additional Thickness over 6" depth	\$ 7/inch
Maximum Theoretical Unit Weight, Tex 227F	\$ 80

AGGREGATES

Absorption, Coarse, C 127	\$ 50
Absorption, Fine, C 128	\$ 50
Clay Lumps and Friable Particles, C 142	\$ 50
Los Angeles Abrasion, C 131 or C 535	\$ 180
Organic Impurities, C 40	\$ 45
Sieve Analysis, Coarse Aggregate, C 136	\$ 50
Sieve Analysis, Fine Aggregate, C 136	\$ 50
Decantation, C 117	\$ 45
Specific Gravity, Coarse, C 127	\$ 70
Specific Gravity, Fine, C 128	\$ 85

Special preparation of standard test specimens will be charged at the technician's hourly rate.

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

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

Ninyo & Moore
Houston, TX United States

Certificate Number:
2017-225125

Date Filed:
06/16/2017

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

Date Acknowledged:

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.

1
Construction Materials Testing and Observation Services, Cane Island Parkway, Fort Bend County, Texas

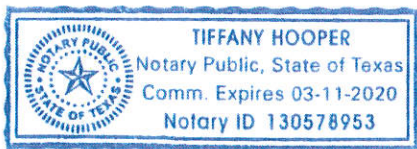
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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

Jay T. Sunderwala
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jay T. Sunderwala, this the 16th day of June, 2017, to certify which, witness my hand and seal of office.

Tiffany Hooper
Signature of officer administering oath

Tiffany Hooper
Printed name of officer administering oath

Administrative Assistant
Title of officer administering oath