

**AGREEMENT FOR PROFESSIONAL MATERIALS TESTING**  
**ENGINEERING SERVICES**  
**West Bellfort - Project No. 741**

**THIS AGREEMENT** is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and Aviles Engineering Corporation, hereinafter referred to as “Engineer,” authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Engineer provide professional construction materials testing services for improvements to West Bellfort, from S.H. 99 to Harlem Road, located in Fort Bend County, Texas, hereinafter called the "Project;" and,

**WHEREAS, Engineer represents that it is qualified and desires to perform such services; and**

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

NOW, THEREFORE, County and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## SECTION I CHARACTER AND EXTENT OF SERVICES

- 1.01 Engineer agrees to provide the services described Engineer's Proposal No. 13-72 dated August 12, 2013, as included in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Engineer agrees to complete the services called for in Exhibit A on or before December 31, 2014.

## SECTION II

### ENGINEER'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section VI, County shall pay to Engineer an amount not to exceed \$135,967.00, including reimbursable expenses, as follows:
- A. \$46,432.30 for Segment A
- B. \$89,534.70 for Segment B
- 2.02 Engineer shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

- 2.03 Engineer's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth herein verbatim.

### SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to the Engineer.
- 3.02 Upon receipt of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay the Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

### SECTION IV INSURANCE

Engineer shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available. Failure of Engineer to provide the appropriate insurance information shall invalidate this Agreement.

### SECTION V NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Engineer at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer: Aviles Engineering Corporation  
Attn: Ronald E. Ortwerth, P.E., Senior Vice President  
5790 Windfern  
Houston, Texas 77041  
713-895-7943 - fax

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
301 Jackson  
Richmond, Texas 77469

Richard W. Stolleis, P.E.  
County Engineer  
301 Jackson  
Richmond, Texas 77469

- 5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

#### SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$135,967.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$135,967.00 for described scope of work in Exhibit A.

#### SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 County and Engineer 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 such other party, in respect to all covenants of this Agreement.
- 7.02 Neither County nor Engineer shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII  
PUBLIC CONTACT

- 8.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION IX  
COMPLIANCE AND STANDARDS

Engineer shall render the services hereunder in accordance with highest accepted standards of engineers practicing in the Greater Houston Metro Area, applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Engineer's performance.

SECTION X  
OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Engineer and his contractors or subcontractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Engineer in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Engineer is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 10.05 The documents referenced in this Section are not intended or presented by Engineer to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XI  
INDEMNIFICATION

- 11.01 **ENGINEER SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ENGINEER, ITS AGENTS, ENGINEERS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ENGINEER ANY OF ENGINEER'S AGENTS, SERVANTS OR EMPLOYEES.**

- 11.02 **ENGINEER SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENCE ACTS, ERRORS OR OMISSIONS BY ENGINEER, ITS AGENTS, SUBCONTRACTORS OR EMPLOYEES.**

## SECTION XII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## SECTION XIII MISCELLANEOUS

- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

SECTION XIV  
EXECUTION

This Agreement shall become effective upon execution by County

FORT BEND COUNTY:

By:

  
Robert E. Hebert, County Judge

Date:


10-1-2013

ATTEST

  
Dianne Wilson, County Clerk

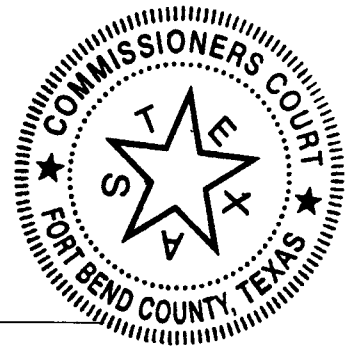
Approved:

By:

  
Richard W. Stolleis, P.E.  
County Engineer

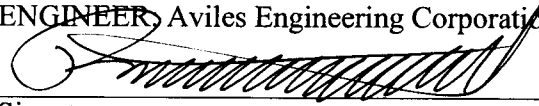
Date:

9/24/13



ENGINEER, Aviles Engineering Corporation

Signature

  
Ronald E Ortwerth, Sr. V.P.  
Printed Name & Title

Date:

9-23-13

MER:Paradigm Materials.Mason Road. Phase 2 & 3.2013

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$135,967.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

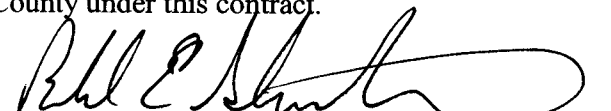
  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: August 12, 2013, proposal # 13-072

Exhibit A



August 12, 2013

Mr. Richard W. Stolleis, PE  
Fort Bend County  
1124 Blume Road  
Rosenberg, Texas 77471-1449

Re: Construction Materials Testing and Inspection Services on  
*Reconstruction of West Bellfort (Morton Rd.) from SH 99 to Harlem Rd.*  
*Fort Bend County Proj. No. 741, Precinct 4*  
Our Proposal Number: 13-72

To Whom It May Concern:

In response to your request, Aviles Engineering Corporation (AEC) has prepared the attached estimate for providing Construction Materials Engineering, Testing and Inspection Services on the above referenced project for your review.

AEC proposes to provide experienced technical personnel to perform testing and inspection services in general accordance with project requirements and specifications, ASTM Standards or other applicable procedures. AEC also proposes that the work be accomplished on a unit price basis in accordance with the attached Schedule of Services and Fees. AEC's Schedule of Services and Fees is enclosed herewith and is incorporated into this document. AEC's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

Aviles Engineering Corporation appreciates the opportunity to offer its services to your project and looks forward to working with you during the construction phase.

Respectfully submitted,  
Aviles Engineering Corporation  
(TBPE Firm Registration No. F-42)

A handwritten signature in black ink, appearing to read "Shane Rcssman", is written over a horizontal line.

Shane Rcssman, P.E.  
Department Manager

Schedule of Services & Fees  
Cost Estimate (Segments "B" and "A")

5790 Windfern • Houston, Texas 77041 • (713) 895-7645 • (713) 895-7943

**Aviles Engineering Corporation**  
**Schedule of Services and Fees \* Construction Materials Testing**  
**Effective January 1, 2013**

**LABORATORY TESTING SERVICES**

**Concrete and Aggregates**

Laboratory testing of concrete, grout, mortar and lightweight roof fill cylinders, beams and cubes delivered to our laboratory in accordance with ASTM procedures and project specifications:

a. Concrete Compression Test.....	Each	\$ 15.00
b. Reserves Not Tested.....	Each	\$ 15.00
c. Lightweight Concrete Compression Test.....	Each	\$ 18.00
d. Flexural Strength of Concrete Test (Beams).....	Each	\$ 23.00
e. Compressive Strength of Mortar or Grout (2" x 2" x 2").....	Each	\$ 20.00
f. Compressive Strength of Grout (3" x 6") or Grout Prism.....	Each	\$ 40.00
Sieve Analysis of Aggregates.....	Each	\$ 46.00
Washed Sieve Analysis on Flexible Base Materials.....	Each	\$ 82.00
Liquid Limit & Plasticity Index of - No. 40 from Flexible Base Materials.....	Each	\$ 65.00
Abrasion Test of Aggregates by Los Angeles Machine.....	Each	\$ 179.00
Density of Lightweight Concrete Cylinders.....	Each	\$ 70.00
Testing of Aggregates for Mix Design (Sieve Analysis, Absorption, Specific Gravity, Unit Weight).....	Per Series	\$ 155.00
Specific Gravity & Absorption of Aggregate.....	Each	\$ 78.00
Moisture Content of Aggregate.....	Each	\$ 10.00
Concrete Mix Design Review for Compliance to ACI or ASTM Standards.....	Each	\$ 150.00
Preparation and Testing of Cores.....	Each	\$ 67.00

**Soils**

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D 698 Method A or B.....	Each	\$ 175.00
b. ASTM D 1557 Method A or B.....	Each	\$ 187.00
c. ASTM D-698 & D-1557, Method C.....	Each	\$ 195.00
d. TxDOT Test Method Tex-113-E.....	Each	\$ 195.00
e. ASTM Procedure on Lime or Cement Treated Soils.....	Each	\$ 193.00
Atterberg Limits Determination (PI).....	Each	\$ 53.00
Grain Size Analysis, Mechanical & Hydrometer.....	Each	\$ 175.00
Lime Series Curve, PI Method (Virgin Soil and 4 Points).....	Each	\$ 178.00
Material Finer Than #200 Sieve.....	Each	\$ 41.00
Sieve Analysis on + #200 Sieve Material.....	Each	\$ 31.00
Bearing Ratio Test (CBR), ASTM D-1883, per point (Does not include moisture/density relationship).....	Each	\$ 185.00
Permeability Test:		
a. Falling Head or Constant Head.....	Each	\$ 200.00
c. Remolded Sample.....	Each	\$ 60.00
Organic Content.....	Each	\$ 60.00

Reconstruction of West Bellfort (Morton Rd.) from SH 99 to Harlem Rd.  
Fort Bend County Proj. No. 741, Precinct 4  
Our Proposal Number: 13-72  
August 12, 2013  
Page 3 of 8

**LABORATORY TESTING SERVICES, continued**

**Asphaltic Concrete Testing**

a. Molding Specimens (3 Specimens) .....	Per Set	\$ 54.00
b. Density (3 Specimens) .....	Per Set	\$ 46.00
c. Stability (3 Specimens) .....	Per Set	\$ 82.00
d. Extraction and Gradation .....	Each	\$ 174.00
e. Theoretical Specific Gravity .....	Each	\$ 78.00
Thickness Determination of Asphaltic Concrete Cores .....	Each	\$ 8.00
Density Determination of Asphaltic Concrete Cores .....	Each	\$ 18.00
Asphaltic Concrete Mix Design Review .....	Each	\$ 160.00

**Other Items**

Compressive Strength of Cement Stabilized Sand or Soil Cement .....	Each	\$ 61.00
Comp. Str. - Cement or LFA Stabilized Bases or Soils (Modified Tex-120-E) .....	Each	\$ 222.00
Splitting Tensile Strength of Concrete .....	Each	\$ 94.00
Density Determination - Soil Cement .....	Each	\$ 15.00
Absorption and Saturation - Facia Brick .....	Each	\$ 62.00
Compressive Strength - Facia Brick .....	Each	\$ 28.00
Compressive Strength of Masonry Prisms .....	Each	\$ 117.00
Thickness Testing of Concrete or Asphaltic Concrete Cores (9 Point) .....	Each	\$ 11.00

**FIELD TESTING SERVICES**

Engineering Technician or ACI-I to Perform:

- a. Concrete Placement Inspection and testing
- b. Concrete Batch Plant Inspection
- c. Cylinder/Cube/Beam Pick Up

Engineering Technician (Minimum 4 Hours) .....	Per Hour	\$ 44.00
Overtime .....	Per Hour	\$ 66.00

Senior Engineering Technician or NICET II to Perform:

- a. Proofrolling Observation
- b. Concrete Placement and/or Batch Plant Inspection
- c. Drilled Pier, Pile and/or Foundation Inspection
- d. Post Tension Inspection
- e. Soil Cement or Lime Stabilization Inspection
- f. Field Compaction Testing and Observation
- g. Laboratory Technician
- h. Masonry Mortar, Grout or Prism Testing or Inspection
- i. Base Plate Inspection and Non-Shrink Grout Testing
- j. Sample Pick Up

Senior Engineering Technician (Minimum 4 Hours) .....	Per Hour	\$ 50.00
Overtime .....	Per Hour	\$ 75.00

Concrete Pavement Cores (Minimum Fee \$290.00)

6 Inches Thick or Less, 4 Inch Diameter Bit .....	Per Core	\$ 90.00
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Additional Thickness - (6" to 12") = \$8.00 per inch; (Over 12") = \$10.00 per inch

Coring of Structural Concrete or Core Diameters other than 4" .....

Will Quote Upon Request

**FIELD TESTING SERVICES, continued**

**Asphaltic Concrete Pavement Cores (Minimum Fee \$250.00)**

a. 6 Inches Thick or Less, 4 Inch Diameter .....	Per Core	\$ 80.00
b. Additional Thickness over 6" .....	Per Inch	\$ 7.00
Roofing and/or Waterproofing Inspection (4 Hr. Min.) .....	Per Hour	\$ 78.00
Overtime .....	Per Hour	\$ 117.00
ASNT Level II, Visual Welding and Bolting Inspection (4 Hr. Min.) .....	Per Hour	\$ 78.00
Overtime .....	Per Hour	\$ 117.00
AWS Certified Welding Inspector (4 hr. Min.) .....	Per Hour	\$ 78.00
Overtime .....	Per Hour	\$ 117.00

**Other Services**

Use of Nuclear Density Gauge (4 Hour Minimum) .....	Per Hour	\$ 9.00
Fireproofing – Cohesion / Adhesion Test .....	Each	\$ 33.00
Fireproofing – Density Test .....	Each	\$ 25.00
Floor Moisture Kit .....	Each	\$ 35.00
UT Equipment .....	Per Day	\$ 78.00
UT Couplant (Minimum Charge of 1 Pint) .....	Per Pint	\$ 20.00
Magnetic Particle Yoke .....	Per Day	\$ 35.00
Magnetic Powder (Minimum Charge 0.5 Pounds) .....	Per Pound	\$ 25.00
Use of James R-Meter .....	Per Day	\$ 50.00
Solids Content of Lime Slurry - Field .....	Per Test	\$ 25.00
Skidmore Wilhelm .....	Per Day	\$ 117.00
Field Sieve Analysis .....	Each	\$ 10.00
Vehicle Charge (4 Hour Minimum) .....	Per Hour	\$ 8.00

**Engineering Services and Management**

Principal or Chief Engineer .....	Per Hour	\$ 143.00
Senior Engineer .....	Per Hour	\$ 123.00
Project Engineer .....	Per Hour	\$ 96.00
Graduate Engineer, Project Manager .....	Per Hour	\$ 76.00
NICET IV .....	Per Hour	\$ 62.00
Technician NICET-III .....	Per Hour	\$ 56.00

**Remarks**

- All hours are portal to portal from 5790 Windfern, Houston, Texas. Fractions of hours will be billed as whole hours. Overtime is classified as all hours worked over eight (8) hours per day or hours worked before 6:00am, after 6:00 pm weekdays and any hours worked on Saturdays, Sundays or Holidays. If a special trip is made just to pickup test cylinders, the minimum charge will be lowered to 2 hours for the technician.
- A mileage surcharge rate of \$0.585 per mile will apply for travel exceeding 100 miles per day. Commercial travel and subsistence costs will be invoiced at cost + 15%.
- Airport badging, safety training courses and drug screen testing will be invoiced at applicable hourly rates. The drug screen and safety course fees will be invoiced at cost + 15%.
- Project Engineer / Manager to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.2 hours per report issued.
- Laboratory testing requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.
- Services and fees not listed will be quoted upon request.



**CONSTRUCTION MATERIALS TESTING & INSPECTION ESTIMATE**  
**Reconstruction of West Bellfort (Morton Rd.) from SH 99 to Harlem Rd**  
**Fort Bend County Proj. No. 741, Precinct 4**

## Segment B

### **Reinforced Concrete Pipe and Box Inspection (TxDOT DMS 7300)**

Reinforced concrete pipe and box inspection will be provided unless the pipe and boxes are previously approved and stamped by TxDOT or by the TxDOT approved fabricator specific stamp. There will be 3,716 linear feet of 24", 30", & 36" RCP and 1,520 linear feet of various sizes of RCB. AEC estimates three (3) trips for pipe inspection and four (4) trips for the box inspection.

<u>Description of Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Total</u>
Sr. Engineering Technician	28	\$50.00	hour	\$1,400.00
Vehicle Charge	28	\$8.00	hour	\$224.00
Project Engineer	2.1	\$96.00	hour	\$201.60
		<b>Subtotal =</b>		<b>\$1,825.60</b>

### **Soils Inspection**

Soils Inspection will be provided per project specifications. The inspection and testing of the utility bedding and backfill will include field density testing for 3,716 L.ft. of RCP and 1,520 L.ft. of RCB for various sizes of storm sewer pipe and boxes and various manholes and inlets. It will also include 8" lime stabilized subgrade (39,890 yd<sup>3</sup>) for paving. On-site materials moved around for use as embankment will also be tested. Prior to stabilization of existing soils for paving subgrade, AEC will perform proofrolling inspection. CSS specimens will also be sampled for compressive strength on a weekly basis. Samples to determine the moisture density relationships (MDR) and other soil constants will be also obtained. AEC estimates one hundred (80) trips for inspection and testing. - *Some of the inspections may be combined with Segment A*

<u>Description of Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Total</u>
Sr. Engineering Technician	640	\$50.00	hour	\$32,000.00
Sr. Engineering Technician - Overtime	64	\$75.00	hour	\$4,800.00
Nuclear Density Equipment Rental	760	\$9.00	hour	\$6,840.00
Vehicle Charge	760	\$8.00	hour	\$6,080.00
Optimum Lime Content (pH)	3	\$202.00	each	\$606.00
OMD Lime / Cement Stab. Soil, (ASTM D558)	6	\$193.00	each	\$1,158.00
OMD Standard Compaction, (ASTM D698)	3	\$175.00	each	\$525.00
Atterberg Limits, (ASTM D4318)	9	\$53.00	each	\$477.00
Mech. Sieve through #200	3	\$49.00	each	\$147.00
Percent Passing #200 Sieve, (ASTM D1140)	3	\$41.00	each	\$123.00
Compressive Strength of CSS	16	\$61.00	each	\$976.00
Project Engineer	28.8	\$96.00	hour	\$2,764.80
		<b>Subtotal =</b>		<b>\$56,496.80</b>

**CONSTRUCTION MATERIALS TESTING & INSPECTION ESTIMATE (Segment B),  
continued**

**Concrete Inspection**

Concrete Inspection will be provided per project specifications. It will include the inspection and testing of concrete for the 36,590 sq. yds. of 8" pavement, 20,000 L. ft. of curb, 300 sq. yds. medians and directional islands, 2,400 sq. yds. of sidewalk, 1,735 sq. yds. of 7" seal slab class D, 30 sq. yds. of ramps, 11.6 cu. yds. of headwalls, and 190 sq. yds. of driveways. AEC estimates forty (40) trips for concrete inspection and ten (10) trips for cylinder pickups.-

Some of the inspections may be combined with Segment A

<u>Description of Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Total</u>
Engineering Technician	300	\$44.00	hour	\$13,200.00
Engineering Technician - Overtime	30	\$66.00	hour	\$1,980.00
Engineering Technician (Cylinder Pick Up)	11.25	\$44.00	hour	\$495.00
Engineering Technician (Cylinder Pick Up) - Overtime	11.25	\$66.00	hour	\$742.50
Vehicle Charge	380	\$8.00	hour	\$3,040.00
Compressive Str. Cylinder Test, (ASTM C39)	352	\$15.00	each	\$5,280.00
Concrete Coring (4" Dia, up to 6" Thickness)	20	\$90.00	each	\$1,800.00
Additional Thickness (6" - 12")	40	\$8.00	inch	\$320.00
Measuring Thickness of Concrete Cores	20	\$11.00	each	\$220.00
Project Engineer	10.5	\$96.00	hour	\$1,008.00
<b>Subtotal =</b>				<b>\$28,085.50</b>

**Asphalt Inspection**

Asphalt Inspection will be provided per project specifications. It will include 225 tons of 6" HMA black base and 105 tons of 2" HMA surface. AEC estimates four (4) trips and two (2) sets of full asphalt tests. - Some of the inspections may be combined with Segment A

<u>Description of Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Total</u>
Senior Engineering Technician	32	\$50.00	hour	\$1,600.00
Nuclear Density Equipment Rental	32	\$9.00	hour	\$288.00
Vehicle Charge	32	\$8.00	hour	\$256.00
Molding Specimens 3/Set (TEX-206-F)	2	\$54.00	set	\$108.00
Bulk Density - Lab Molded (TEX-207-F)	2	\$46.00	set	\$92.00
HVEEM Stability (TEX-208-F)	2	\$82.00	set	\$164.00
Extraction/Gradation by Ignition (ASTM D 6307)	2	\$145.00	each	\$290.00
Maximum Theoretical Specific Gravity (TEX-227F)	2	\$78.00	each	\$156.00
Project Engineer	1.8	\$96.00	hour	\$172.80
<b>Subtotal =</b>				<b>\$3,126.80</b>

**ESTIMATED TOTAL FOR SERVICES AND TESTING = \$89,534.70**

**NOTES:**



**CONSTRUCTION MATERIALS TESTING & INSPECTION ESTIMATE**  
**Reconstruction of West Bellfort (Morton Rd.) from SH 99 to Harlem Rd**  
**Fort Bend County Proj. No. 741, Precinct 4**

## Segment A

### Soils Inspection

Soils Inspection will be provided per project specifications. It will include 8" lime stabilized subgrade (27,8401 yd<sup>2</sup>) for paving and (22,000 yd<sup>3</sup>) of borrow. Prior to stabilization of existing soils for paving subgrade, AEC will perform proofrolling inspection. Samples to determine the moisture density relationships (MDR) and other soil constants will be also obtained. AEC estimates forty (40) trips for inspection and testing. - Some of the inspections may be combined will Segment B

<u>Description of Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Total</u>
Sr. Engineering Technician	320	\$50.00	hour	\$16,000.00
Sr. Engineering Technician - Overtime	32	\$75.00	hour	\$2,400.00
Nuclear Density Equipment Rental	280	\$9.00	hour	\$2,520.00
Vehicle Charge	360	\$8.00	hour	\$2,880.00
Optimum Lime Content (pH)	3	\$202.00	each	\$606.00
OMD Lime / Cement Stab. Soil, (ASTM D558)	3	\$193.00	each	\$579.00
OMD Standard Compaction, (ASTM D698)	3	\$175.00	each	\$525.00
Atterberg Limits, (ASTM D4318)	12	\$53.00	each	\$636.00
Mech. Sieve through #200	3	\$49.00	each	\$147.00
Percent Passing #200 Sieve, (ASTM D1140)	3	\$41.00	each	\$123.00
Project Engineer	14.7	\$96.00	hour	\$1,411.20
		<b>Subtotal =</b>		<b>\$27,827.20</b>

Fort Bend County  
 Reconstruction of West Bellfort (Morton Rd.) from SH 99 to Harlem Rd.  
 Fort Bend County Proj. No. 741, Precinct 4  
 AEC Proposal No.: 13-72  
 September 12, 2013

**CONSTRUCTION MATERIALS TESTING & INSPECTION ESTIMATE ( Segment A ),**  
*continued*

**Concrete Inspection**

Concrete Inspection will be provided per project specifications. It will include the inspection and testing of concrete for the 24,000 sq. yds. of 8" pavement, 14,500 L. ft. of curb, 260 sq. yds. medians and directional islands, 30 sq. yds. of sidewalk, 420 sq. yds. of slope paving, and 80 sq. yds. of ramps. AEC estimates twenty three (23) trips for concrete inspection and ten (10) cylinder pick ups. - Some of the inspections or pick ups may be combined will  
Segment B

<u>Description of Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Total</u>
Engineering Technician	184	\$44.00	hour	\$8,096.00
Engineering Technician - Overtime	18	\$66.00	hour	\$1,188.00
Engineering Technician (Cylinder Pick Up)	11.25	\$44.00	hour	\$495.00
Engineering Technician (Cylinder Pick Up) - Overtime	11.25	\$66.00	hour	\$742.50
Vehicle Charge	242	\$8.00	hour	\$1,936.00
Compressive Str. Cylinder Test, (ASTM C39)	224	\$15.00	each	\$3,360.00
Concrete Coring (4" Dia. up to 6" Thickness)	18	\$90.00	each	\$1,620.00
Additional Thickness (6" - 12")	36	\$8.00	inch	\$288.00
Measuring Thickness of Concrete Cores	18	\$11.00	each	\$198.00
Project Engineer	7.1	\$96.00	hour	\$681.60
		Subtotal =		<u>\$18,605.10</u>

**ESTIMATED TOTAL FOR SERVICES AND TESTING = \$46,432.30**

<b>ESTIMATED CONTRUCTION COST =</b>	<b>\$4,540,000.00</b>
<b>ESTIMATE SEGEMENT "A" =</b>	<b>\$46,432.30</b>
<b>ESTIMATE SEGEMENT "B" =</b>	<b>\$89,534.70</b>
<b>TOTAL ESTIMATE SEGEMENTS "A" + "B" =</b>	<b>\$135,967.00</b>
<b>% OF CONSTRUCTION COST =</b>	<b>2.99%</b>



# CERTIFICATE OF LIABILITY INSURANCE

AVILE-1

OP ID: JMC

DATE (MM/DD/YYYY)

09/23/13

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

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

<b>PRODUCER</b> ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley		<b>800-338-1391</b> <b>888-621-3173</b>	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL ADDRESS:</b>	<b>FAX</b> (A/C, No):
<b>INSURED</b> Aviles Engineering Corporation Trudy Ortwerth 5790 Windfern Houston, TX 77041		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Accident & Indemnity <b>INSURER B:</b> Sentinel Ins. Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		84SBWKH0783  PROFESSIONAL LIAB EXCL	11/01/12	11/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		84UEGRF4846	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBWKH0783	11/01/12	11/01/13	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		84WBGJJ0344	11/01/12	11/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: West Bellfort, from S.H. 99 to Harlem Road, Fort Bend, TX (construction & materials testing) Project No. 741 - When required by written contract: 30 days notice of cancellation will be given to the certificate holder per policy endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

FORTBEN

Fort Bend County  
Purchasing Department  
Attn: Gilbert D. Jaloma, Jr.  
301 Jackson  
Richmond, TX 77469

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

AUTHORIZED REPRESENTATIVE

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Client#: 165691

AVILEENG

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2013

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

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

<b>PRODUCER</b> <b>USI Southwest</b> <b>Three Memorial City</b> <b>840 Gessner, Suite 600</b> <b>Houston, TX 77024</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 713 490-4600</b> <b>FAX (A/C, No): 713-490-4700</b> <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> <b>Aviles Engineering Corporation</b> <b>5790 Windfern</b> <b>Houston, TX 77041</b>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Hudson Insurance Company</td><td>25054</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hudson Insurance Company	25054	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<b>CLAIMS-MADE</b> <input type="checkbox"/> OCCUR						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
A	<b>Professional Liability</b>			AEE7102108	11/29/2012	11/29/2013	\$2,000,000 per claim \$4,000,000 annl aggr.


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

**RE: West Belfort Project #741, Professional Construction materials testing services for improvements to West Belfort, from S.H. 99 to Harlem Road, located in Fort Bend County, Texas.**  
 This Certificate is issued in respects to above referenced.

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Fort Bend County</b> <b>Attn: Gilbert D. Jalomo Jr. CPPB</b> <b>301 Jackson</b> <b>Richmond, TX 77469</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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