

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING 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 Professional Services Industries, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provides construction materials testing and inspection services for Williams Way Blvd. Improvement Project (Mobility Project No. 747) – Wheaton Street to Pilgrim in Fort Bend County, Texas (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; 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 Scope of Services (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 exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is eighty-six thousand nine hundred forty-one dollars and no/100 (\$86,941.00). 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 thirty (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 eighty-six thousand nine hundred forty-one dollars and no/100 (\$86,941.00), 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 eighty-six thousand nine hundred forty-one dollars and no/100 (\$86,941.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than twelve (12) 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

7.1.1 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 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 (except Professional Liability) form from such companies having Bests 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 in accordance with the laws of the State of Texas. 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 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 and Professional Liability written on behalf of Contractor 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 HOLD HARMLESS 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 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
Contractor:	Professional Service Industries, Inc. 3730 Dacoma Street 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. Standard of Care

16.1 Contractor represents 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 standard of care.

16.2 Consistent with the Standard of Care in 16.1, Contractor represents 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 and Delegation

17.1 Neither party may assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

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.

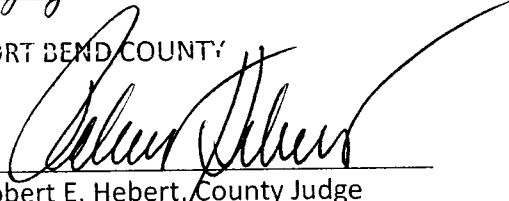
Section 24. Conflict

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

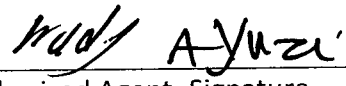
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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22 day of July, 2014.

FORT BEND COUNTY


Robert E. Hebert, County Judge

Professional Service Industries, Inc.


Authorized Agent- Signature

IRADS AYAZI
Authorized Agent- Printed Name

ATTEST:


Dianne Wilson, County Clerk

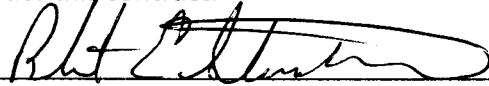
V.P
Title

7/14/14
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$86,941.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

A handwritten signature in dark ink, appearing to read 'Robert Sturdivant', is written over a horizontal line.

Robert Edward Sturdivant, County Auditor

AS PER ORIGINAL

EXHIBIT A



April 3, 2014

Attn: Mr. Mark C. Dessens, P.E.
Schaumburg & Polk, Inc.
11767 Katy Freeway, Ste 900
Houston, TX 77079
Phone: (281) 920-0487
Fax: (281) 920-9924
mcdessens@schpolk.com

**Re: Proposal to Provide Professional Services for
Construction Materials Engineering and Testing of
Fort Bend County – Mobility Project
Williams Way Blvd. Improvement Project – Wheaton St. to Pilgrim
Fort Bend County, Texas
PSI Proposal No.: 0201-120240**

Dear Mr. Dessens:

Professional Service Industries, Inc. (PSI) is pleased to submit to Schaumburg & Polk, Inc. the following proposal for construction materials testing and inspection services for Williams Way Blvd. Improvement Project – Wheaton St. to Pilgrim in Fort Bend County, Texas.

PSI is a national family of consulting engineering and testing offices specializing in materials testing and inspection, environmental consulting, and geotechnical engineering services. We are one of the nation's leading consulting engineering firms with more than 2,200 employees in 100 offices located throughout the United States.

PSI performs a complete range of engineering and testing services including:

- Environmental Consulting Services
(Site Assessments, Asbestos, Lead Paint, Indoor Air Quality Services)
- Geotechnical Engineering and Drilling Services
- Construction Materials Testing and Inspection
- Non Destructive Testing
- Facilities Consulting

PSI's central office for the Houston region is located just north of the 610 Loop at 3730 Dacoma Street and can respond quickly at short notice. In addition, PSI has three satellite offices, North Houston, La Porte and Clute, from which we can provide additional support to your project.

AS PER ORIGINAL


Documentary Evidence
in the case of PSI Construction Services, Inc.
vs. Iraj Ayazi, PE
Page 1 of 1


PSI proposes to provide experienced qualified technical personnel to perform services in general accordance with the project plans and specifications. PSI will perform these services as requested by the client. Iraj Ayazi, PE will be the responsible registered Engineer for your project.

PSI proposes that the work be accomplished on a unit rate basis in accordance with the attached Schedule of Services and Fees. PSI's fee would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed. Copies of the PSI Schedule of Services and Fees are attached and incorporated into this proposal.

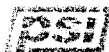
We trust that the attached information is sufficient for your needs. After you have had an opportunity to review our proposal we will contact you to answer any questions you might have or provide additional information regarding your project.

Respectfully,
Professional Service Industries, Inc.


Glenn Cebun
Dept. Manager, Construction Services


Mohammad Sanjabi, P.E.
Project Engineer, Construction Services

Attachments: Cost Estimate
Schedule of Services & Fees



AS PER ORIGINAL

PROFESSIONAL SERVICE INDUSTRIES, INC.

3730 E. Central Expressway, TX 77062-1713
Construction Materials Estimate

Professional Service Industries, Inc.
10000 E. Central Expressway, Suite 1000

281.294.1111
Fax: 281.294.1112

CONSTRUCTION MATERIALS COST ESTIMATE

Fort Bend County - Mobility Project
William Way Blvd. Improvement Project - Wheaton St. to Pilgrim

Description of Services	Quantity	Unit Fee	Unit	Total
Soils Testing				
Engineering Technician, Sr.	640	\$40.00	hour	\$25,600.00
Engineering Technician, Sr. (OT)	40	\$60.00	hour	\$2,400.00
Use of Nuclear Gauge	680	\$7.50	hour	\$5,100.00
Vehicle Charge	640	\$8.00	hour	\$5,120.00
OMD Standard Compaction, ASTM D698 Method B	5	\$135.00	each	\$675.00
OMD Modified Compaction, ASTM D1557 Method C	2	\$175.00	each	\$350.00
OMD Lime or Cement treated Soils	5	\$193.00	each	\$965.00
Atterberg Limits	5	\$50.00	each	\$250.00
Percent Passing #200 Sieve	5	\$50.00	each	\$250.00
Lime Curve Analysis	3	\$209.00	each	\$627.00
Treated Sub-grade gradation (Field)	16	\$11.00	each	\$176.00
Percent Solids in Lime Slurry (Field)	16	\$10.00	each	\$160.00
Compressive Strength of Cement Stabilized Sand	24	\$50.00	each	\$1,200.00
Asphalt Inspection				
Engineering Technician, Sr.	24	\$40.00	hour	\$960.00
Use of Nuclear Gauge	24	\$7.50	hour	\$180.00
Vehicle Charge	24	\$8.00	hour	\$192.00
Asphalt Mix design review	2	\$197.00	each	\$374.00
Extraction/Gradation	2	\$174.00	each	\$348.00
Max. Theoretical Specific Gravity	2	\$78.00	each	\$156.00
Lab. Molding Specimens (3 per set)	2	\$54.00	each	\$108.00
Bulk Density Lab Molded & Field Cores (3 per set)	4	\$46.00	each	\$184.00
HVEEM Stability (3 per set)	2	\$82.00	each	\$164.00
Asphalt Coring	4	\$68.00	each	\$272.00
Asphalt Cores Thickness measurement	4	\$8.00	each	\$32.00
Concrete Inspection				
Engineering Technician	460	\$38.00	hour	\$17,480.00
Engineering Technician (OT)	50	\$57.00	hour	\$2,850.00
Cylinder Pick Up	60	\$38.00	hour	\$2,280.00
Vehicle Charge	520	\$8.00	hour	\$4,160.00
Compressive Strength Test (6x12 Cylinders)	320	\$13.00	each	\$4,160.00
Concrete Mix Design Review	3	\$115.00	each	\$345.00
Concrete Coring (6" depth)	48	\$38.00	each	\$1,824.00
Coring additional Thickness	100	\$1.00	inch	\$100.00
Concrete Cores Thickness measurement	48	\$11.00	each	\$528.00
Engineering				
Project Manager (Project Set Up & Report Review)	60	\$90.00	hour	\$5,400.00
Professional Engineer	3	\$126.00	hour	\$378.00
Total Estimated Cost				\$86,941.00



AS PER ORIGINAL

PROFESSIONAL SERVICE INDUSTRIES, INC. 10000 Highway 10 West, Houston, TX 77036-1442

Professional Service Industries, Inc.
10000 Highway 10 West, Houston, TX 77036-1442
713-661-1100
713-661-1101
713-661-1102

CONSTRUCTION MATERIALS TESTING

Personnel Rates

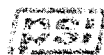
	UNIT	AMOUNT
Chief Engineer/Scientist	per hour	\$ 135.00
Professional Engineer	per hour	\$ 125.00
Project Engineer	per hour	\$ 49.00
Project Manager	per hour	\$ 49.00
Senior On-Site/Fielding Inspector (4 hour minimum)	per hour	\$ 75.00
Operations/Quality Control	per hour	\$ 105.00
Sampling/Weatherproofing Inspector (4 hour minimum)	per hour	\$ 50.00
Chemists	per hour	\$ 75.00
Drilling	per hour	\$ 37.00
Administrative	per hour	\$ 27.00

Field Testing Service Rates

Senior Engineering Technician (4 hour minimum)	per hour	\$ 40.00
Overtime	per hour	\$ 60.00
a. Asphalt Batch Plant Inspection		
b. Concrete Batch Plant Inspection		
c. Drilled Pier, Pile and/or Foundation Inspection		
d. Field Compaction Testing and Observation		
e. Laboratory Technician		
f. In-Place Concrete Inspection		
g. Sample Pick-Up		
h. Non-Destructive Time Stabilization Inspection		
Engineering Technician (4 hour minimum)	per hour	\$ 35.00
Overtime	per hour	\$ 50.00
a. Concrete Placement Inspection		
b. Cylinder/Cube/Beam Pick-Up (2 hour minimum)		
Drilling		
a. Concrete Pavement (Minimum)	min charge	\$ 200.00
Up to 6 Inch Thickness, 4 Inch Diameter Bit	per core	\$ 65.00
b. Structural Concrete	will quote upon request	
c. Asphalt/Concrete Pavement (Minimum)	min charge	\$ 200.00
Up to 6 Inch Thickness, 4 Inch Diameter	per core	\$ 65.00
Note: Larger diameters or thicknesses required will be cored at the rate of \$1.00 per inch thickness and per inch diameter.		
Moisture/Fatness Inspection	per trip	\$ 650.00
Field Sieve Analysis	each	\$ 15.00
Field Percent Solids of Lime Slurry	each	\$ 15.00

Equipment Rates

James R-Meter	per day	\$ 55.00
Sochi Air Density Gauge	per hour	\$ 7.50
Nebraska Wilhelm	per day	\$ 100.00
Ultrasonic Testing Equipment	per day	\$ 100.00
Penetration Charge (4 hour minimum)	per hour	\$ 10.00



AS PER ORIGINAL

PROFESSIONAL SERVICE INDUSTRIES, INC.

1000 West 10th Street, Suite 100
Tulsa, Oklahoma 74103-1000
Phone: (918) 438-1234
Fax: (918) 438-1235
Email: info@psi-inc.com
Website: www.psi-inc.com

Construction Materials Estimate

Laboratory Testing Rates

Concrete

Standard testing of concrete, mortar, and grout specimens		
a. Concrete Compressive Strength	each	\$ 30.00
b. Cored/Not Tested Concrete Compressive Strength	each	\$ 120.00
c. High-Strength Concrete Compressive Strength (over 10,000 psi)	each	\$ 160.00
d. Density of Lightweight Concrete Cylinders	each	\$ 24.00
e. Flexure Concrete Strength (beam)	each	\$ 18.00
f. Concrete Tensile Strength (split)	each	\$ 30.00
g. Compressive Strength of Cylinders (over 10,000 psi)	each	\$ 15.00
h. Compressive Strength of Grout Prisms	each	\$ 15.00
i. Preparation and Testing of Concrete Cores	each	\$ 48.00

Soils/Block

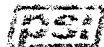
Absorption and Saturation (ASTM D 1555)	set of 5	\$ 180.00
Compressive Strength (ASTM D 1555)	set of 5	\$ 180.00
Compressive Strength of Masonry Prisms	each	\$ 200.00
Compressive Strength of Masonry or Concrete Block	each	\$ 125.00

Mix Design

a. Testing of Aggregates (absorption, specific gravity, unit weight)	per series	\$ 250.00
b. Proportioning and Preparation of Concrete	per point	\$ 250.00
Note: Cylinders and Sampling of Materials will be charged at applicable rates		
c. Concrete Mix Design Review for Compliance to ACI or ASTM Standards	each	\$ 115.00

Soils and Subgrades

Moisture/Density Relationship of Soil (Proctor Test)		
a. ASTM D 698 Method A & B	each	\$ 135.00
b. ASTM D 698 & D 1557, Method C	each	\$ 175.00
c. ASTM D 698 & D 558 for Lime Treated Subgrade & Cement Stabilized Sand	each	\$ 150.00
Shrinkage Limit Determination (PL)	each	\$ 50.00
Material Finer Than #200 Sieve	each	\$ 50.00
Sieve Analysis of Aggregates	each	\$ 50.00
Compressive Strength of Soil Cement	each	\$ 50.00
Penetration Determination of Soil Cement	each	\$ 18.00
Grain Size Analysis, Mechanical and Hydrometer	each	\$ 145.00
Los Angeles Abrasion Test of Aggregates	each	\$ 125.00
Bearing Ratio Test (CBR), ASTM D 1683	each	\$ 165.00
Note: Moisture/Density Relationship of Soil not included		
Permeability Test		
a. Falling Head	each	\$ 70.00
b. Constant Head	each	\$ 200.00
c. Remolded Sample	each	\$ 55.00
Organic Content	each	\$ 55.00



AS PER ORIGINAL

PROFESSIONAL SERVICE INDUSTRIES, INC.
 11001 Harwin, Houston, TX 77036-1145 (281) 400-0000
 Construction Materials Estimate

Asphalt Laboratory			
a. Molding Specimens (3 specimens)	per set		\$ 14.00
b. Density (3 specimens)	per set		\$ 14.00
c. Stability (3 specimens)	per set		\$ 22.00
d. Gradation and Gradation	each		\$ 114.00
e. Theoretical Specific Gravity	each		\$ 28.00
Fractional Determination of Asphalt Concrete Cores	each		\$ 6.00
Asphalt Determination of Asphalt Concrete Cores	each		\$ 18.00
Asphalt Design Review	each		\$ 197.00

Remarks

1. RENTAL EQUIPMENT: All hours are based on rental from 3750 Dacoma Street in Houston, Texas.
2. HOURS/OVERTIME: Fractions of hours will be billed as whole hours. Overtime is classified as all hours worked over eight (8) hours per day and hours worked after 5:00 p.m. weekdays and any hours worked on Saturdays, Sundays or holidays.
3. TRAVEL: Per Diem will be charged at \$40.00 per day per man and Cost + 15% for Motel/Hotel Expenses.
4. PROPOSAL VALIDITY: Our prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
5. ADDITIONAL SERVICES: Services and fees not listed will be quoted upon request.
6. REPORT REVIEW: Project Manager/Engineer to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.2 hours per report issued.
7. RUSH CHARGES: Laboratory testing requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.
8. SAFETY AND TRAINING: 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%.
9. PROJECT SET UP: A project set-up charge of a 2 hour minimum applies to all projects.
10. ENGINEERING LETTER: Should an engineering letter from PSI be required for a Certificate Of Occupancy (COO) permit certain inspections may be required. Please contact PSI prior to construction for further information.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2014

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).

PRODUCER
Marsh USA Inc.
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360

CONTACT NAME:**PHONE**
(A/C, No, Ext):**FAX**
(A/C, No):**E-MAIL ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Travelers Property Casualty Co. Of America

25674

INSURER B: N/A

N/A

INSURER C: Lexington Insurance Company

19437

INSURER D: Charter Oak Fire Insurance Company

25615

INSURER E:**INSURER F:**

J19623-PSI-GAWUP-14-15

INSURED
PROFESSIONAL SERVICE INDUSTRIES, INC.
3730 DACOMA STREET
HOUSTON, TX 77092

COVERAGES**CERTIFICATE NUMBER:**

CLE-004113626-01

REVISION NUMBER: 4

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
A	GENERAL LIABILITY			TC2JGLSA8042X73ATIL14	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROD / COMPLETED OPS.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			TC2JCAP8042X741TIL14	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC20UB824K294A14 (AOS) TROUB8042X76514 (AZ, MA, OR, WI)	03/01/2014 03/01/2014	03/01/2015 03/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			020720814 SIR: 1,000,000	03/01/2014	03/01/2015	EACH CLAIM 1,000,000
							AGGREGATE 1,000,000

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

RE: WILLIAMS WAY BLVD. IMPROVEMENT PROJECT (MOBILITY PROJECT NO. 747) - WHEATON ST. TO PILGRIM IN FT. BEND COUNTY, TX
FORT BEND COUNTY ENGINEERING DPT. AND MEMBERS OF COMMISSIONERS COURT ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION AND PROFESSIONAL LIABILITY. WAIVER OF SUBROGATION IS APPLICABLE UNDER THE ABOVE POLICIES WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

FORT BEND COUNTY ENGINEERING DPT.
301 JACKSON STREET
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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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