

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

**AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIALS TESTING  
 MISSION BEND COMMUNITY CENTER**

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 Austin-Reed Engineers, LLC (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional construction materials testing services for the proposed Mission Bend Community Center 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, Consultant 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**

Consultant shall render Services to County as defined in Proposal No. 2018PC09 for Construction Materials Testing dated November 30, 2018 (revised 12/4/2018), (attached hereto as Exhibit A).

**Section 2. Personnel**

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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.

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Agreement for Professional Construction Materials Testing  
 Mission Bend Community Center  
 Page 1 of 10

### **Section 3. Compensation and Payment**

3.1 Consultant'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 Proposal described in Exhibit A is fifty-two thousand two hundred ninety dollars and no/100 (\$52,290.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 All performance of the Scope of Services by Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by Facilities Management & Planning Director, one (1) electronic (pdf) and/or one (1) original copy of invoice 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 Consultant 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 fifty-two thousand two hundred ninety dollars and no/100 (\$52,290.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed fifty-two thousand two hundred ninety dollars and no/100 (\$52,290.00).

### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than ten (10) months thereafter. Consultant 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 thirty (30) days 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request. If the County modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

#### **Section 9. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 Professional Liability insurance may be 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 Consultant, 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, Consultant 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**

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

#### **Section 12. Confidential and Proprietary Information**

12.1 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

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

12.5 Consultant 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. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Consultant**

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

13.2 Consultant 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 Facilities Management & Planning  
Attn: Director  
301 Jackson Street  
Richmond, Texas 77469

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

Consultant: Austin-Reed Engineers, LLC  
6830 N. Eldridge Parkway, Suite 209  
Houston, Texas 77041

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**

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Representation**

16.1 Consultant represents to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant 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 local professional standard of care.

16.2 Consultant will materially conform to all requirements and specifications contained in the attached Attachment 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 Consultant 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 Consultant 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.

**Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 executed by the last party.

FORT BEND COUNTY

*Robert E. Hebert*  
Robert E. Hebert, County Judge

AUSTIN-REED ENGINEERS, LLC

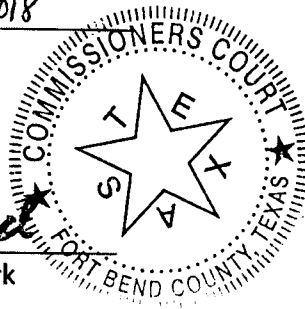
*Sydney Austin*  
Authorized Agent - Signature

12-18-2018  
Date

SYDNEY AUSTIN  
Authorized Agent - Printed Name

ATTEST:

*Laura Richard*  
Laura Richard, County Clerk



Principal  
Title

12-07-2018  
Date

APPROVED:

*James Knight*  
James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

*Marcus D. Spencer*  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 52,290.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A

**AUSTIN-REED ENGINEERS, LLC.**

GEOTECHNICAL CONSULTANTS  
CONSTRUCTION MATERIALS TESTING  
CONSTRUCTION MONITORING

November 30, 2018 (revised 12-4-2018)  
Proposal No. 2018PC09

Fort Bend County.  
Facilities Planning and Maintenance Department  
301 Jackson, Suite. 301  
Richmond, TX 77469

Attn: Mr. James Knight/Director

**CONSTRUCTION MATERIALS TESTING  
MISSION BEND COMMUNITY CENTER  
8709 ADDICKS CLODINE ROAD  
FORT BEND COUNTY, TEXAS 77083**

Gentlemen:

Submitted here is our proposal for observation and testing of construction materials (CMT) at the above referenced project. This proposal is based on the Fort Bend County Engineering Standard and specifications provided to Austin-Reed Engineers, LLC.

We anticipate testing of cement stabilized sand use for Inlet & RCP bedding / covering embedment for storm and sewer lines, excavation and backfill for structures. Monitor select fill material placement on proposed building pad and uniformly compacted density throughout the final elevation. Lime slurry sampling and testing of lime treated subgrade during placing, mixing and rolling operation of proposed roadway / parking lot. Sampling and testing of fresh concrete in placement for drilled pier footings, grade beams, SOG, concrete pavement, sidewalks and related items as required. Also, sub contract of visual structural steel inspection (Welding & Bolt Connections) as per plan and AISC specification.

Based on the anticipated schedule and quoted fees, a budget of **\$52,290.00** is recommended for our services. The proposal is based on the services requested and the contractor's schedule. Changes on scope of work may affect our budget.

We appreciate the opportunity to present this proposal and look forward to working with you on the project. Formal acceptance of this proposal may be indicated by signing and returning one copy for our files. If any questions arise, do not hesitate to call.

Sincerely,

AUSTIN-REED ENGINEERS, LLC.



Sydney Austin P.E.  
Principal  
Firm Registration No. F-5002  
SWA/JR

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Date

**COST ESTIMATE  
CONSTRUCTION MATERIAL TESTING**

**Project Name: Mission Bend Fort Bend County Community Center  
Location: 8709 Addicks Clodine Rd. Houston, Texas 77083**

Qty.	Description	Code	Rate	Unit	Cost
<b>Foundation : ( Drilled Pier and Grade Beam Footing )</b>					
42	Hours, Engineering Technician (NICET II)	10700	\$65.00 per hr		\$2,730.00
10	Overtime Hours, Engineering Technician	10700	\$97.50 per hr		\$975.00
32	Non NICET Tech. Concrete Cylinder Pick-Up	10900	\$43.00 each		\$1,376.00
48	Concrete Cylinder Test ASTM C39	30100	\$17.00 each		\$816.00
74	Vehicle Charge	15000	\$10.00 per hr		\$740.00
				Subtotal, Bridge	<b>\$6,637.00</b>
<b>Earthwork (Utility Line Backfill, CSS @ MH /Inlet Upgrade and Open cut trench)</b>					
60	Hours, Engineering Technician (NICET II)	10700	\$65.00 per hr		\$3,900.00
8	Overtime Hours, Engineering Technician	10700	\$97.50 per hr		\$780.00
60	Nuclear Gauge Machine for Density Test ASTM D6938	95100	\$10.50 per hr		\$630.00
60	Vehicle Charge	15000	\$10.00 per hr		\$600.00
				Subtotal, Earthwork	<b>\$5,910.00</b>
<b>Subgrade Treatment, Field Gradation In-Place Density CompaionTest on Bldg. Pad</b>					
120	Hours, NICET Certified Technician.	10700	\$65.00 per hr		\$7,800.00
24	Overtime Hours, Engineering Technician	10700	\$97.50 per hr		\$2,340.00
120	Nuclear Gauge Machine for Density Test ASTM D6938	95100	\$10.50 per hr		\$1,260.00
120	Vehicle Charge	15000	\$10.00 per hr		\$1,200.00
				Subtotal, Subgrade	<b>\$12,600.00</b>
<b>Laboratory Testing</b>					
4	Standard Proctor Determinations ASTM D698-A	92300	\$204.00 each		\$816.00
1	Four Points Lime Content Determination Series ( PI Method)	92800	\$242.00 each		\$242.00
3	OMD Lime & Cement Stabilized Soil (ASTM D558 & D698 )	94500	\$225.00 each		\$675.00
8	Percent Solids in Lime Slurry ( Tex-600J)	92600	\$43.00 test		\$344.00
6	Atterberg Limit DeterminationsASDTM D4318	90100	\$62.00 each		\$372.00
4	Finer Than #200 Sieve ASTM D1140	90600	\$48.00 each		\$192.00
8	Compressive Strength of CSS Sample	94100	\$71.00 each		\$568.00
12	Moisture Content Only (ASTM D2216)	90200	\$9.00 each		\$108.00
				Subtotal Lab. Testing	<b>\$3,317.00</b>
<b>Structural Steel (Welding and Bolt Torque Inspection)</b>					
40	Welding Inspector, CWI	11100	\$91.00 per hr		\$3,640.00
10	Associate Welding Inspector	11200	\$65.00 per hr		\$650.00
10	Vehicle Charge / Trip	15100	\$75.00 trip		\$750.00
				Subtotal Structural	<b>\$4,390.00</b>
<b>TOTAL-I</b>					<b>\$32,854.00</b>

**COST ESTIMATE  
CONSTRUCTION MATERIAL TESTING**

**Project Name: Mission Bend Fort Bend County Community Center  
Location: 8709 Addicks Clodine Rd. Houston, Texas 77083**

Qty.	Description	Code	Rate	Unit	Cost
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**Cast-in Place Concrete Inspection / Testing & Sampling ( SOG, Slab on Deck, Pavement , Driveways,  
Sidewalks and Ramps)**

**Concrete Placement Observation, Sampling & Testing as required ( ACI-318)**

100	Hours, Engineering Technician (NICET II / ACI I)	10700	\$65.00 per hr		\$6,500.00
28	Overtime Hours, Engineering Technician	10700	\$97.50 per hr		\$2,730.00
60	Non NICET Tech. Concrete Cylinder Pick-Up	10900	\$43.00 each		\$2,580.00
106	Concrete Cylinder Test ASTM C39	30100	\$17.00 each		\$1,802.00
160	Vehicle Charge	15000	\$10.00 per hr		\$1,600.00

Subtotal Concrete CIP & Testing **\$15,212.00**

**Project Management**

20	Project Engineer (Engineering Report Review)	10200	\$149.00 per hr		\$2,980.00
8	Project Manager ( Attending Meeting)	10400	\$101.00 per hr		\$808.00
2	Submittal Mix Design Review		\$218.00 each		\$436.00

Subtotal Project Management **\$4,224.00**

TOTAL-II **\$19,436.00**

**GRAND TOTAL (T-I =T-II) \$ 52,290.00**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Austin-Reed Engineers, LLC  
Houston, TX United States

Certificate Number:  
2018-431713

Date Filed:  
12/07/2018

**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:  
12/18/2018

**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.**

19719  
Construction Materials Testing Services

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 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)