

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

### **AGREEMENT FOR CONSTRUCTION MATERIALS TESTING**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Ninyo & Moore, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Contractor provide professional construction materials testing and observation services for the Cane Island Parkway Project – Project No. 17308 under the 2017 Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas 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 the professional engineering services as described in Contractor's Proposal dated February 4, 2020, attached hereto as Exhibit A, and incorporated herein for all purposes.

##### **Section 2. Personnel**

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

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

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Agreement for Professional Construction Materials Testing  
 Mobility Bond Project No. 17308  
 Page 1 of 10

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

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred forty-nine thousand eight hundred fifty-five dollars and no/100 (\$149,855.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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

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

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred forty-nine thousand eight hundred fifty-five dollars and no/100 (\$149,855.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred forty-nine thousand eight hundred fifty-five dollars and no/100 (\$149,855.00).

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

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2022. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

## **Section 6. Modifications and Waivers**

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

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

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

## **Section 7. Termination**

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

### **7.2 Termination for Default**

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

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

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

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

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

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

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

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

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

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

## **Section 10. Insurance**

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

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

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 made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor 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 LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

**Section 12. Confidential and Proprietary Information**

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

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County

immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

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

### **Section 13. Independent Contractor**

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

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

**Section 14. Notices**

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

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

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

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

Contractor: Ninyo & Moore  
5710 Ruffin Road  
San Diego, California 92123

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**

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

**Section 18. Applicable Law**

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

**Section 19. Successors and Assigns**

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

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

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

**Section 23. Captions**

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

**Section 24. Conflict**

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

**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 that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, 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.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[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 signed by the last party hereto.

FORT BEND COUNTY

NINYO & MOORE

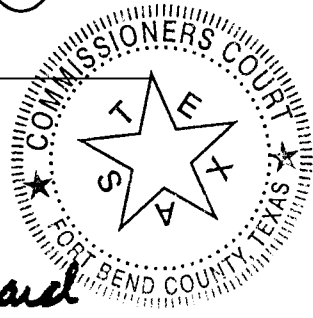
KP George  
KP George, County Judge

Jay T. Sunderwala  
Authorized Agent – Signature

2/25/2020  
Date

Jay Sunderwala  
Authorized Agent – Printed Name

ATTEST:



Managing Principal Engineer  
Title

Laura Richard  
Laura Richard, County Clerk

February 13, 2020  
Date

APPROVED: J. Stacy Slawinski  
J. Stacy Slawinski, P.E., County Engineer

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 \$149,855.00 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



Geotechnical & Environmental Sciences Consultants

February 4, 2020  
Project No. 700316005

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

Subject: Proposal for Construction Materials Testing and Observation Services  
Cane Island Parkway Phase 2  
FM 1463 to IH 10  
Katy, Texas

Dear Mr. Dessens:

We are pleased to present this revised proposal to provide materials testing services at the subject site. In preparation of this proposal, we have reviewed the provided plans and specifications. The project will consist of the construction of a bridge and roadway paving. The construction will include the installation of piers, subgrade preparation, pavements, and structures for the development. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed materials testing.

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

## SCOPE OF SERVICES

- Perform field observation and in-place density testing for backfill, fill, treated subgrade, and asphaltic concrete.
- Perform proofrolling observation for the subgrade.
- Perform cast-in-place concrete sampling/testing for paving.
- Perform sampling/testing for asphalt.

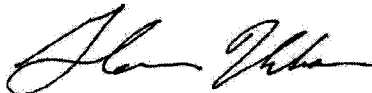
- Perform laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), and 200 Wash.
- Perform observation of drilled shaft excavations.
- Perform laboratory testing to evaluate the compressive strength of concrete and asphalt samples.
- Perform pavement coring.
- Consultation and project management.

## **ESTIMATED FEE**

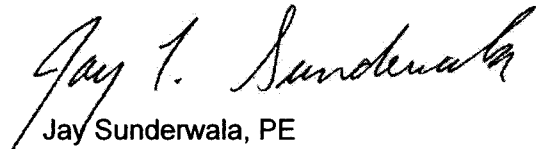
We propose to provide our services on a time-and-materials basis accrued in accordance with the attached cost estimate. We estimate the fee for our services to be approximately \$149,855 (One Hundred Forty-Nine Thousand Eight Hundred Fifty-Five Dollars). Our estimated fee does not include overtime, stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached Schedule of Fees. A breakdown of our fee is presented in the attached Table 1.

To authorize our services, please provide an Authorization Agreement. We look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Glenn Urban  
Project Manager



Jay Sunderwala, PE  
Managing Principal Engineer

GTU/JTS/lis

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees

Distribution: (1) Addressee (via email)

**Table 1 - Breakdown of Estimated Fee**

**Earthwork**

Engineering Technician

Site Work	80 days @ 8	hours/day @ \$ 60.00 /hour	\$ 38,400.00
Vehicle Usage Charge	640	hours @ \$ 10.00 /hour	\$ 6,400.00
Nuclear Density Gauge	640	hours @ \$ 12.00 /hour	\$ 7,680.00

Laboratory Testing

Standard Proctor Density Soils, D 698	10	samples @ \$ 200.00 /sample	\$ 2,000.00
Standard Proctor Density Treated Soils, D 698	6	samples @ \$ 225.00 /sample	\$ 1,350.00
200 Wash	15	samples @ \$ 60.00 /sample	\$ 900.00
Atterberg Limits	15	samples @ \$ 65.00 /sample	\$ 975.00

**Subtotal \$ 57,705.00**

**Concrete**

Engineering Technician	80 days @ 8	hours/day @ \$ 60.00 /hour	\$ 38,400.00
Cylinder Pick Ups (no charge if already onsite for other services)	20 days @ 4	hours/day @ \$ 60.00 /hour	\$ 4,800.00
Vehicle Usage Charge	720	hours @ \$ 10.00 /hour	\$ 7,200.00
Compression Tests of Cylinders	100 sets @ 4	samples/set @ \$ 68.00 /set	\$ 6,800.00
Roadway Cores	15	samples @ \$ 215.00 /sample	\$ 3,225.00

**Subtotal \$ 60,425.00**

**Asphalt**

Engineering Technician	10 days @ 8	hours/day @ \$ 60.00 /hour	\$ 4,800.00
Vehicle Usage Charge	80	hours @ \$ 10.00 /hour	\$ 800.00
Laboratory Testing			
Extraction/Gradation	15	samples @ \$ 205.00 /sample	\$ 3,075.00
Hveem Stability	15	sets @ \$ 95.00 /set	\$ 1,425.00
Bulk Density of Lab Molded Samples	15	sets @ \$ 55.00 /set	\$ 825.00
Molding Specimens	15	sets @ \$ 65.00 /set	\$ 975.00
Maximum Theoretical Density	15	samples @ \$ 90.00 /sample	\$ 1,350.00
Roadway Cores	20	samples @ \$ 215.00 /sample	\$ 4,300.00

**Subtotal \$ 17,550.00**

**Engineering Review, Consultation and Data Processing**

Principal Engineer	15	hours @ \$ 180.00 /hour	\$ 2,700.00
Project Manager	85	hours @ \$ 90.00 /hour	\$ 7,650.00
Data Processor	85	hours @ \$ 45.00 /hour	\$ 3,825.00

**Subtotal \$ 14,175.00**

**TOTAL ESTIMATED FEE**

**\$ 149,855.00**

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 180
Senior Engineer/Geologist/Environmental Scientist .....	\$ 150
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 140
Project Engineer/Geologist/Environmental Scientist .....	\$ 130
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 115
Staff Engineer/Geologist/Environmental Scientist .....	\$ 110
GIS Analyst .....	\$ 85
Technical Illustrator/CAD Operator .....	\$ 55

#### Field Staff

Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 140
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 120
Certified Asbestos/Lead Technician .....	\$ 120
Field Operations Manager .....	\$ 90
Supervisory Technician .....	\$ 75
Senior Technician .....	\$ 65
Technician .....	\$ 60

#### Administrative Staff

Geotechnical/Environmental/Laboratory Assistant .....	\$ 45
Information Specialist .....	\$ 45
Data Processor .....	\$ 45

#### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 10/hr
Expert Witness Testimony .....	\$ 400/hr
Direct Expenses .....	Cost
Special equipment charges will be provided upon request.	

#### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday, evening hours, and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318	\$ 65
California Bearing Ratio (CBR), D 1883, per point	\$ 215
One Dimensional Consolidation, D 2435	\$ 360
Consolidation Additional Increments, D 2435	\$ 50
Hydrometer Analysis, D 422	\$ 120
Double Hydrometer Analysis, D 4221	\$ 175
Moisture Content, D 2216	\$ 9
Moisture and Density, D 2937	\$ 50
Permeability, D 2434	\$ 300
Specific Gravity, D 854	\$ 60
Standard Proctor Density, D 698	\$ 200
Modified Proctor Density, D 1557	\$ 215
(Rock corrections add \$70)	
Sieve Analysis, D 422	\$ 60
Sieve Analysis, 200 Wash, D 1140	\$ 60
Swell Test, D 4546	\$ 290
Triaxial Shear, U.U., D 2850 per point	\$ 75
Unconfined Compression, D 2166	\$ 45
Pinhole Dispersion Test, D 4647	\$ 285
Crumb Test Dispersion Test, D 4647	\$ 40
Lime Determination, PI Method	\$ 260
Lime Determination, pH Method, D 62765	\$ 240
Compressive Strength Cement Stabilized Sand, D 1633	\$ 65
Standard Proctor Density Treated Soils, D 698	\$ 225
Modified Proctor Density Treated Soils, D 1557	\$ 240

### MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 70
Brick Absorption, 5-hour boiling, C 67	\$ 70
Brick Absorption, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 35
Brick Moisture as received, C 67	\$ 35
Brick Measurement, C 67	\$ 55
CMU Block Compression Test, 8x8x16, C 140	\$ 90
CMU Block Unit Weight and Absorption, C 140	\$ 85
CMU Block Moisture Content, C 140	\$ 80
CMU Block Measurement, C 140	\$ 30
Compressive Strength, Grout prism, C 1019, each	\$ 50
Compressive Strength, Mortar Cube, C 109, each	\$ 30

### CONCRETE

Compression Strength, C 39	\$ 17
Flexural Test, C 78 or C 293	\$ 27
Splitting Tensile Strength, C 496	\$ 110
Time of Setting of Cement by Vicat Needle, C 191	\$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	\$ 300
Concrete Core Compressive Strength, Includes Prep, C 42	\$ 90
Concrete Core Measurement, C 174	\$ 15
Concrete Coring Minimum Charge	\$ 350
Concrete Coring – 4" Diameter to 6-inch depth	\$ 110
Concrete Coring Additional Thickness 6" to 12" depth	\$ 10/in
Concrete Coring Additional Thickness over 12" depth	\$ 15/in
Compressive Strength Lt. Wt. Insulating Concrete, C 495	\$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	\$ 25

### FIREPROOFING

Density of SFRM, E 605	\$ 40
Cohesion/Adhesion of SFRM, E 736	\$ 30

### ASPHALT

Asphalt Mix Design Review, Job Spec	\$ 220
Asphalt Mix Design, 5 points	\$ 1,700
Extraction, % Asphalt, including Gradation, Tex 210F	\$ 205
Hveem Stability, Tex 208F	\$ 95/set
Bulk Density Lab Molded Samples, Tex 207F	\$ 55/set
Bulk Density Core, Tex 207F	\$ 50
Molding Specimens, Tex 206F	\$ 65/set
Measurement of Asphalt Cores	\$ 15
Asphalt Coring Minimum Charge	\$ 400
Asphalt Coring – 4" Diameter to 6-inch depth	\$ 95
Concrete Coring Additional Thickness over 6" depth	\$ 10/in
Maximum Theoretical Unit Weight, Tex 227F	\$ 90

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 50
Los Angeles Abrasion, C 131 or C 535	\$ 200
Organic Impurities, C 40	\$ 50
Sieve Analysis, Coarse Aggregate, C 136	\$ 75
Sieve Analysis, Fine Aggregate, C 136	\$ 75
Decantation, C 117	\$ 45
Specific Gravity, Coarse, C 127	\$ 120
Specific Gravity, Fine, C 128	\$ 135

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Ninyo & Moore  
Houston, TX United States

**Certificate Number:**  
2020-588064

**Date Filed:**  
02/13/2020

**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:**  
02/25/2020

**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.**  
17308  
Construction Materials Testing and Observation Services - Cane Island Parkway Phase 2

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)