

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 Tolunay-Wong Engineers, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide construction materials testing services for the Lake Olympia Parkway Extension, Segment 1 Project No. 13207 under the Fort Bend County 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 construction materials testing services as described in Contractor's Proposal No. P20-C374 dated August 28, 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.

### **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 ninety-nine thousand two hundred seventy-nine dollars and no/100 (\$99,279.00) 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 ninety-nine thousand two hundred seventy-nine dollars and no/100 (\$99,279.00) 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 ninety-nine thousand two hundred seventy-nine dollars and no/100 (\$99,279.00).

### **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:	Tolunay-Wong Engineers, Inc. 10710 S. Sam Houston Parkway W., Suite 100 Houston, Texas 77031

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 2271 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

TOLUNAY-WONG ENGINEERS, INC

*KP George*  
County Judge KP George

*[Signature]*

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

10-6-2020

\_\_\_\_\_  
Date

*Douglas MacLown*

\_\_\_\_\_  
Authorized Agent – Printed Name

ATTEST:

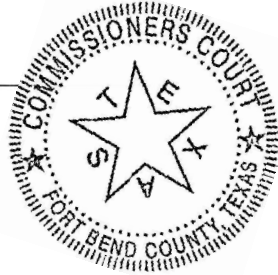
*Laura Richard*

*Sr. Vice President*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

*9-18-2020*  
\_\_\_\_\_  
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 \$ 99,279.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

# Tolunay-Wong Engineers, Inc.

10710 S. Sam Houston Pkwy W., Suite 100 \* Houston, TX 77031 \* Phone (713) 722-7064\* Fax (713) 722-0319

August 28, 2020  
TWEI Proposal No: P20-C374

Fort Bend County  
c/o RPS | North America  
575 N. Dairy Ashford, Suite 700  
Houston, Texas 77079  
Email: [jonathan.griffin@rpsgroup.com](mailto:jonathan.griffin@rpsgroup.com)

Attention: Jonathan Griffin, P.E.

## **PROPOSAL FOR CONSTRUCTION MATERIAL TESTING SERVICES LAKE OLYMPIA PARKWAY EXTENSION, SEGMENT 1, PROJECT NO. 13207 FORT BEND COUNTY, TX**

Dear Mr. Griffin:

Tolunay-Wong Engineers, Inc. (TWE) appreciates the opportunity to submit this proposal to provide construction material testing services as mentioned in your email dated August 25, 2020 for the project. This proposal outlines our scope of services, unit rates and an estimated cost of services.

### **Scope of Services**

The scope of services covered in this proposal includes, but are not limited to the following:

- Proof-roll observation, subgrade
- Field density/moisture (compaction) testing; fill, backfill, subgrade
- Percent solids determination, lime slurry
- Gradation and depth checks, stabilized subgrade
- Concrete monitoring and testing; paving, slope paving, sidewalks, structural
- Concrete coring for thickness and compression testing, paving
- Asphalt monitoring and testing, paving
- Related laboratory testing, report preparation, sample pick-up services

**Estimated Cost of Services**

We estimate the cost of services to be approximately **\$99,279** for the project. Please see attached “Estimated cost of Services” sheet for an individual breakdown and unit costs.

Our estimate is based on a review of the project plans, quantities provided to us and projects of similar size and scope. Actual billings depend largely on the contractors work progress. A minimum charge of 4 hours applies to all field work.

The unit rates shown in the “Estimated Cost of Services Sheet” supersede the corresponding rates listed in the attached schedule of fees. Any other type of services, if applicable, will be invoiced in accordance with the enclosed schedule of fees.

**Proposal Acceptance**

If this proposal meets with your approval, please send us your standard contract agreement. We have reviewed the sample agreement sent to us and take no exceptions. We also take no exceptions in utilizing the County’s management software. We can begin work upon final execution of the agreement.

**Closing Remarks**

Again, we would like to express our appreciation for the opportunity to submit this proposal and look forward to serving you on this project.

Sincerely,

**TOLUNAY-WONG ENGINEERS, INC.**  
TBPE Firm No. F-124



Doug Weslow  
Sr. Vice President

Enclosures: Estimated Cost of Services  
Schedule of Services and Fees (2020)

DW/ab:

# Tolunay-Wong Engineers, Inc.

## ESTIMATED COST OF SERVICES

### LAKE OLYMPIA PARKWAY EXTENSION, SEGMENT 1, PROJECT 13207 FORT BEND COUNTY, TX

Date: August 28, 2020  
Proposal No: P20-C374

<u>Description of Hourly Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>		<u>Total</u>	
<i>Earthwork Monitoring and Testing</i>						
Fill, Backfill, Subgrade	450	\$ 50.00	hour	\$	22,500.00	
<i>Concrete Monitoring and Testing</i>						
Paving, Slope Paving, Sidewalks, Structural	600	\$ 50.00	hour	\$	30,000.00	
<i>Asphalt Monitoring and Testing</i>						
Black Base, Surface Course	120	\$ 50.00	hour	\$	6,000.00	
<b>subtotal</b>				<b>\$</b>	<b>58,500.00</b>	
<u>Description of Laboratory Unit Test Services</u>						
Moisture/Density Relationship	15	\$ 150.00	each	\$	2,250.00	
Atterberg Limits	30	\$ 50.00	each	\$	1,500.00	
Material Finer than 200 Sieve	15	\$ 45.00	each	\$	675.00	
Compressive Strength, Concrete Test Cylinders	348	\$ 18.00	each	\$	6,264.00	
CSS Cylinders	20	\$ 40.00	each	\$	800.00	
Concrete Cores	34	\$ 110.00	each	\$	3,740.00	
Asphalt Laboratory Test Series (Density, Gradation, Specific Gravity, AC Content)	8	\$ 325.00	each	\$	2,600.00	
<b>subtotal</b>				<b>\$</b>	<b>17,829.00</b>	
<u>Project Management</u>						
Project Engineer, P.E.	10	\$ 120.00	hour	\$	1,200.00	
Project Manager	80	\$ 90.00	hour	\$	7,200.00	
Administrative	80	\$ 45.00	hour	\$	3,600.00	
<b>subtotal</b>				<b>\$</b>	<b>12,000.00</b>	
<u>Equipment Charges</u>						
Nuclear Density Device	75	\$ 50.00	day	\$	3,750.00	
Vehicle Charges	120	\$ 60.00	day	\$	7,200.00	
<b>subtotal</b>				<b>\$</b>	<b>10,950.00</b>	
<b>Total Estimate</b>					<b>\$</b>	<b>99,279.00</b>

**TOLUNAY-WONG ENGINEERS, INC.**  
**2020 CONSTRUCTION MATERIALS TESTING FEES**

**PROFESSIONAL SERVICES**

**A. PERSONNEL**

<u>Fee Code</u>	<u>Description</u>	<u>Unit Rates</u>
1	Principal .....	\$195.00/hour
4	Senior Project Manager .....	165.00/hour
5	Project Manager .....	145.00/hour
10	Project Engineer .....	130.00/hour
18	Staff Engineer, Level II .....	110.00/hour
19	Staff Engineer, Level I .....	100.00/hour
20	Construction Materials Project Manager .....	95.00/hour
30	Certified Welding Inspector .....	90.00/hour
32	Certified Associate Welding Inspector .....	85.00/hour
37	Senior Construction Materials Technician .....	75.00/hour
38	Construction Materials Technician, Level II .....	58.00/hour
39	Construction Materials Technician, Level I .....	55.00/hour
50	Draftsman .....	52.00/hour
60	Word Processor/Support Staff .....	45.00/hour

**CONSTRUCTION FIELD SERVICES**

**B. TRANSPORTATION & EQUIPMENT CHARGES**

640	Mileage Charge .....	\$0.75/mile
641	Lodging Not to Exceed .....	140.00/day
643	Vehicle Charge .....	80.00/trip
Pick-up of Test Samples		
7002	Technician Rate + transportation charges .....	55.00/hour
7021	Nuclear Density Device .....	60.00/day

**LABORATORY SERVICES**

**C. SOIL TESTS**

4010	Moisture Content (ASTM D2216) .....	\$7.00/each
4012	Visual Classification (ASTM D2488) .....	\$6.00/each
4015	Liquid and Plastic (Atterberg) Limits, One Point Test (ASTM D 4318) .....	\$55.00/each
4016	Liquid and Plastic (Atterberg) Limits, Three Point Test (ASTM D 4318) .....	\$70.00/each
4018	Unit Dry Weight Density (ASTM D2937) .....	\$15.00/each
4020	Specific Gravity of Soil (ASTM D854) .....	\$55.00/each
4022	Sieve Analysis through #200 Sieve (ASTM D422) .....	\$48.00/each
4028	Complete Grain Size Analysis including Hydrometer (ASTM D422) .....	\$100.00/each
4042	pH Test - Soil .....	30.00/each
4090	Optimum Lime Content by Plasticity Index Method .....	260.00/each
4092	Optimum Lime Content by pH Method .....	175.00/each
4115	Percent Finer Than The No. 200 Sieve (ASTM D 1140) .....	35.00/each
4170	Compressive Strength for Stabilized Soils .....	48.00/each
4202	Organic Content, Incineration Method (ASTM D2974) .....	50.00/each
4214	Salt Content (ASTM D4542) .....	50.00/each
4310	Unconfined Compression, soil (ASTM D2166) .....	40.00/each
4340	Unconfined Compression (ASTM D2938) .....	200.00/each
4410	Moisture Density/Relationship (ASTM D698), standard .....	155.00/each
4413	Moisture Density/Relationship (ASTM D1557), modified .....	175.00/each

**D. CONCRETE TESTS**

2301	Concrete Mixture Verification .....	\$330.00/each
	Laboratory Compression Testing of Concrete Cylinders	
2401	Curing Testing, and Reporting includes Reserves Not Tested .....	20.00/each
2402	Cylinders Cast By Others (Minimum 4 cyls.) .....	30.00/each
2420	Laboratory Flexural Testing of Concrete Beams	
	Testing and Reporting .....	30.00/each
2030	Concrete Cores .....	120.00/each
	Minimum Coring Charge .....	325.00/trip
2415	Compression Test of Concrete Cores .....	40.00/each
2416	Thickness of Concrete Cores .....	15.00/each
2417	Compressive Strength of Lightweight Concrete (ASTM C495a) .....	30.00/each
2418	Density of Structural Lightweight Concrete (C567) .....	20.00/each
2419	Compressive Strength of Cubes (C109/C109M) .....	25.00/each
2420	Compressive Strength of Prisms (C1314/C349) .....	30.00/each
2421	Compressive Strength of Brick (ASTM C67) .....	25.00/each

**E. AGGREGATE TESTS**

<u>Fee Code</u>	<u>Description</u>	<u>Unit Rates</u>
2201	Laboratory Testing of Aggregate for Concrete Mixture Design including: gradation, fineness modulus, absorption, specific gravity and unit weight, each aggregate .....	\$120.00/each
2203	Sieve Analysis, coarse aggregate (ASTM C 135) .....	70.00/each
2204	Sieve Analysis, fine aggregate (ASTM C 136) .....	70.00/each
2205	Percent Finer Than The No. 200 Sieve (ASTM D 1140) .....	55.00/each
2206	Specific Gravity, coarse aggregate (ASTM C 127) .....	70.00/each
2207	Specific Gravity, fine aggregate (ASTM C 128) .....	80.00/each
2208	Unit Weight (ASTM C 29) .....	50.00/each
2215	Absorption (ASTM C 127/C 128) .....	60.00/each

**F. ASPHALT MATERIALS TESTS**

1530	Asphalt Coring .....	\$125.00/each
1532	Asphalt & Base Coring .....	155.00/each
1601	Molding of Hveem Specimens .....	40.00/each
1604	Specific Gravity (ASTM D 1188) .....	40.00/each
1606	Asphalt Mixture Verification .....	425.00/each
1607	Theoretical Maximum Specific Gravity (ASTM D 2041) .....	80.00/each
1608	Stability, Hveem (ASTM D 1560) .....	50.00/each
1611	Extraction (ASTM D 2172) .....	130.00/each
1613	Asphalt Core Density .....	50.00/each
1614	Asphalt Core Thickness .....	20.00/each

**Notes:**

1. Overtime for Engineering Technicians, Materials Technicians, Draftsmen, and Word Processor/Support Staff will be charged at 1.5 times the personnel rates. Overtime will be applicable for hours in excess of 8 hours per day, Monday through Friday, and all hours worked on Saturdays, Sundays and holidays. All labor rates include travel time (portal to portal), report preparation and sample handling. A minimum charge of 4 hours applies to all field work
2. A minimum of 12 hours advance notice is requested for scheduling or canceling field inspection or testing services. Work scheduled with less than 12 hours notice will be serviced subject to available personnel. Work canceled with less than 4 hours notice may be subject to the minimum charge if technician has been dispatched to the field.
3. Expenses such as consultant costs, delivery services, equipment rental, reproduction, subcontractor services, supplies, and travel including airfare, car rental, and lodging will be invoiced at Cost + 15%.
4. Invoices will be submitted monthly for work in progress and are due and payable within 30 days.

# 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**

**Certificate Number:**  
 2020-669352

**Date Filed:**  
 09/18/2020

**Date Acknowledged:**  
 10/06/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Tolunay-Wong Engineers, Inc.  
 Houston, TX United States

**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 Engineering Department

**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.**  
 13207  
 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)