

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 HVJ Associates, 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 Old Richmond Road Project No. 17208 under the Fort Bend County Mobility Bond Program (hereinafter "Services"); 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. HVJ No. HC2010394 dated September 11, 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.

Agreement for Construction Materials Testing Services

Mobility Bond Project No. 17208

Page 1 of 10

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-two thousand dollars and 00/100 (\$92,000.00) 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-two thousand dollars and 00/100 (\$92,000.00) 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-two thousand dollars and 00/100 (\$92,000.00).

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, 1st Floor
Richmond, Texas 77469

Contractor: HVJ Associates, Inc.
6120 S. Dairy Ashford Road
Houston, Texas 77072

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

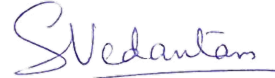
BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[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

HVJ ASSOCIATES, INC



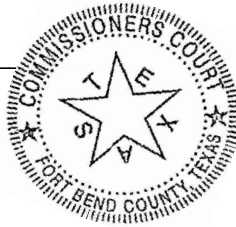
County Judge KP George

KP George, County Judge

Authorized Agent – Signature

10-13-2020

Date



Sharmi Vedantam, PE

Authorized Agent – Printed Name

ATTEST:

Houston Branch Manager

Title



9/28/2020

Laura Richard, County Clerk

Date

APPROVED:



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


APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 92,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



Houston | 6120 S. Dairy Ashford Rd.
Austin | Houston, TX 77072-1010
Dallas | 281.933.7388 Ph
San Antonio | 281.933.7293 Fax
www.hvj.com

September 11, 2020

Mr. Stacy Slawinsky, P.E.,
Fort Bend County Engineering Department
301 Jackson, Suite 401
Richmond, TX 77469

Re: Proposal for Construction Materials Engineering and Testing Services
Old Richmond Road from Sugar Land-Howell Road to Belknap Road
HVJ No. HC2010394

Dear Mr. Slawinsky,

As requested, HVJ submit the cost estimate for material testing and inspection services for the referenced project.

Scope of Services

Our scope of services will include following items.

- Monitoring backfill of utilities, and testing backfilled materials
- Inspecting and testing roadway subgrade, and stabilized subgrade
- Concrete testing for pavement and sidewalks
- Asphalt inspection
- Associated laboratory testing

Cost Estimate

Our estimated cost to perform the material testing services for the above work on this project is estimated to \$92,000 as shown on the attached breakdown. The estimate for our services is based on the review of information and plan you provided and understanding the construction schedule of approximately 12 months and estimated cost of \$3,300,000. However, we do not see our scope of testing involved more than above services we mentioned.

Our cost estimate is based on our best estimate for both the construction schedule and frequency of service requests from the client. As the schedule and frequency of requests are beyond our control, we cannot guarantee that the estimate provided would be adequate to provide the services needed throughout the entire duration of the construction. This is an estimate for services based on the available information about the work on the project. This amount may be revised if additional work is added or construction schedule is extended. HVJ Associates, Inc. will monitor the budget as the work proceeds and will keep you or your designated representative informed.

Scheduling of our personnel for this project will be at the request of you or your designated representatives. We require at least 24 hours notice prior to providing on-call personnel to ensure proper scheduling of work.

Mr. Stacy Slawinsky, P.E.
HC2010394
September 11, 2020

Services on an hourly basis will be invoiced at the fee schedule included with our proposal. Services not anticipated and not included here at the time of writing this proposal will be based on the attached Old Harris County Fee Schedule with prior approval of the client. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked over 8 hours before 6:00 AM or after 6:00 PM on Monday through Friday, and all hours worked on Saturdays, Sundays, or holidays. A minimum charge of four (4) hours applies to time worked less than four hours in any service call, except for sample pickups, which are charged at actual time. Invoicing for our services is presented on a monthly basis. Payment for monthly invoicing will be in 30 days net.

Proposal Acceptance

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us.

HVJ Associates, Inc. is pleased to provide services on this project. Should you have any questions regarding the contents of this proposal, please contact me @ 281-933-8848.

Sincerely,

HVJ ASSOCIATES, INC.



Luis Hernández, PE
Project Manager, Houston

LH/hp

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone No.: _____

Date to Start Work: _____

Attachment: Estimate

ITEMIZED SERVICES

PROJECT NAME: Old Richmond Road from Sugar Land-Howell Road to Belknap Road
 CLIENT: Fort Bend County Engineering Department
 301 Jackson, Suite 201, Richmond, TX 77469
 PROPOSAL NO: HC2010394

QTY.	UNIT	SERVICES	UNIT PRICE	TOTAL
Utilities Backfill				
<i>Field Services</i>				
50	Hour	Technician Time for Compaction Testing and Sampling, NICET III	\$ 75.00	\$ 3,750.00
80	Hour	Technician Time for Compaction Testing and Sampling, NICET II	\$ 65.00	\$ 5,200.00
90	Hour	Technician Time for Compaction Testing and Sampling, SB102	\$ 65.00	\$ 5,850.00
10	Hour	Technician Time for Sample Pick Up	\$ 43.00	\$ 430.00
28	Day	Nuclear Gauge	\$ 50.00	\$ 1,400.00
29	Day	Vehicle Charge	\$ 60.00	\$ 1,740.00
		Subtotal		\$ 18,370.00
<i>Laboratory Services</i>				
2	Each	Standard Proctors (ASTM D-698)	\$ 204.00	\$ 408.00
2	Each	Standard Proctor, Stabilized (ASTM D-698 or D-558)	\$ 225.00	\$ 450.00
2	Each	Atterberg limits (ASTM D-4318)	\$ 62.00	\$ 124.00
2	Each	Sieve #200 (ASTM D-1140)	\$ 48.00	\$ 96.00
2	Each	C.S.S Compressive Strength (ASTM D-1633)	\$ 71.00	\$ 142.00
		Subtotal		\$ 1,220.00
		Utilities Total		\$ 19,590.00
Soils (Backfill Monitoring, Subgrade Compaction Testing)				
<i>Field Services</i>				
100	Hour	Technician Time for Compaction Testing and Sampling, NICET III	\$ 75.00	\$ 7,500.00
150	Hour	Technician Time for Compaction Testing and Sampling, NICET II	\$ 65.00	\$ 9,750.00
175	Hour	Technician Time for Compaction Testing and Sampling, SB102	\$ 65.00	\$ 11,375.00
10	Hour	Technician Time for Sample Pick Up	\$ 43.00	\$ 430.00
53	Day	Nuclear Gauge	\$ 50.00	\$ 2,650.00
54	Day	Vehicle Charge	\$ 60.00	\$ 3,240.00
		Subtotal		\$ 34,945.00
<i>Laboratory Services</i>				
2	Each	Standard Proctors (ASTM D-698)	\$ 204.00	\$ 408.00
2	Each	Modified Proctors (ASTM D-1557)	\$ 218.00	\$ 436.00
1	Each	Standard Proctor, Stabilized (ASTM D-698)	\$ 225.00	\$ 225.00
2	Each	Modified Proctor stabilized/Treated (D-1557, or TEX 113E)	\$ 239.00	\$ 478.00
2	Each	Atterberg limits (ASTM D-4318)	\$ 62.00	\$ 124.00
2	Each	Sieve Analysis Base materials (C-136)or TXDOT Method	\$ 95.00	\$ 190.00
1	Each	Optimum Lime Content - pH Method (D-6276)	\$ 235.00	\$ 235.00
2	Each	Sieve #200 (ASTM D-1140)	\$ 48.00	\$ 96.00
		Subtotal		\$ 2,192.00
		Soils Total		\$ 37,137.00

ITEMIZED SERVICES

PROJECT NAME: Old Richmond Road from Sugar Land-Howell Road to Belknap Road for Fort Bend County Bond Project 17208
 CLIENT: Fort Bend County Purchasing Department
 301 Jackson, Suite 201, Richmond, TX 77469
 PROPOSAL NO: HC2010394

QTY.	UNIT	SERVICES	UNIT PRICE	TOTAL
Concrete (Pavement and Other Structures)				
<i>Field Services</i>				
50	Hour	Technician Time for Inspection and Concrete Testing, NICET III	\$ 75.00	\$ 3,750.00
100	Hour	Technician Time for Inspection and Concrete Testing, NICET II	\$ 65.00	\$ 6,500.00
200	Hour	Technician Time for Inspection and Concrete Testing, ACI	\$ 51.00	\$ 10,200.00
10	Hour	Technician Time for Cylinder Pick Up	\$ 43.00	\$ 430.00
45	Day	Vehicle Charge	\$ 60.00	\$ 2,700.00
		Subtotal	\$	23,580.00
<i>Laboratory Services</i>				
100	Each	Compressive Strength Cylinders (C39)	\$ 17.00	\$ 1,700.00
2	Each	Sieve Analysis Coarse Aggregates (C-136-C) or TXDOT Methos	\$ 54.00	\$ 108.00
2	Each	Sieve Analysis Fine Aggregates (C-136-F) or TXDOT Method	\$ 54.00	\$ 108.00
		Subtotal	\$	1,700.00
		Concrete Total	\$	25,280.00
HMAC				
<i>Field Services</i>				
20	Hour	Technician Time for Inspection and Asphalt Testing, NICET III/HMA-II	\$ 75.00	\$ 1,500.00
50	Hour	Technician Time for Inspection and Asphalt Testing, NICET II/HMA-1A	\$ 65.00	\$ 3,250.00
8	Hour	Technician Time for Sample Pick Up	\$ 43.00	\$ 344.00
9	Day	Vehicle Charge	\$ 60.00	\$ 540.00
		Subtotal	\$	5,634.00
<i>Laboratory Services</i>				
1	Each	Mix Design Review	\$ 218.00	\$ 218.00
2	Each	Extraction and Gradation (Tex-210F)	\$ 203.00	\$ 406.00
2	Each	Specific Gravity (Tex-201F and D2041)	\$ 72.00	\$ 144.00
2	Set	HVEEM Stability (Tex-208F)	\$ 95.00	\$ 190.00
4	Set	Bulk Density - Lab Molded or Cores (Tex-207F)	\$ 54.00	\$ 216.00
4	Set	Molding Specimens (Tex-206F)	\$ 63.00	\$ 252.00
		Subtotal	\$	1,426.00
		HMAC Total	\$	7,060.00
Project Management (Project Revier and Site Meeting)				
25	Hour	Project Engineer, P.E. (@ 0.5 hr/report)	\$ 149.00	\$ 3,725.00
10	Hour	Senior Engineer, P.E. (@ 0.5 hr/report)	\$ 183.00	\$ 1,830.00
2	Day	Vehicle Charge	\$ 60.00	\$ 120.00
		Engineering Services Total	\$	2,837.50

Total Estimate for CMET Services	\$ 91,904.50
---	---------------------

EXHIBIT B
COMPENSATION

Code	Description	Unit	Current Fee
10100	Principal, P.E.	Hr.	206.00
10200	Senior Engineer, P.E. (10 yrs experience)	Hr.	183.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	149.00
10400	Graduate Engineer and Graduate Geologist	Hr.	101.00
10500	Technician, NICET IV	Hr.	84.00
10600	Technician, NICET III, HMA-II	Hr.	75.00
10700	Technician, NICET II, ACI Construction Inspector, HMA-1A or HMA-1B, NDT II, Logger or both: TxDOT Soil SB-101 and SB-102	Hr.	65.00
10800	Technician, ACI Field Grade I, TxDOT Soil SB-101 or SB-102	Hr.	51.00
10900	Technician (Non-Certified)	Hr.	43.00
11000	Senior Welding Inspector, SCWI	Hr.	115.00
11100	Welding Inspector, CWI, ACCP II	Hr.	91.00
11200	Associate Welding Inspector	Hr.	65.00
11300	Inspector, ASNT III	Hr.	112.00
11400	NDT Inspector Level II with asst. (2 man crew)	Hr.	112.00
11500	Engineering Assistant	Hr.	60.00
15000	Vehicle Charge	Hr.	10.00
15100	Reimbursable Expenses		Cost + 10%
15200	Services provided by quotation		Cost + 10%

Aggregates

Code	Description	Standard	Unit	Current Fee
20100	Sieve Analysis - Coarse Aggregates	C 136 - C	Ea	54.00
20200	Sieve Analysis - Fine Aggregates	C 136 - F	Ea	54.00
20300	Rel Density & Abs. - Coarse Aggregates	C 127	Ea	81.00
20400	Rel Density & Abs. - Fine Aggregates	C 128	Ea	99.00
20500	Bulk Density & Voids in Aggregate	C 29	Ea	38.00
20600	Absorption - Coarse Aggregates	C 127	Ea	45.00
20700	Absorption - Fine Aggregates	C 128	Ea	45.00
20800	Finer than 75-um (No. 200) Sieve	C 117	Ea	49.00
20900	Organic Impurities in Fine Aggregates	C 40	Ea	48.00
21000	L.A. Abrasion	C 131 / C 535	Ea	208.00
21100	Clay Lumps and Friable Particles	C 142	Ea	55.00
21200	Lightweight Particles	C 123	Ea	64.00
21300	Sand Equivalent	D 2419	Ea	65.00
21400	Na/Mg Sulfate Soundness (5 cycles)	C 88	Ea	354.00
21500	Na/Mg Sulfate Soundness (Add'l cycles)	C 88	Ea	204.00

Portland Cement Concrete

Code	Description	Standard	Unit	Current Fee
30100	Compressive Str. (Cylinder)	C 39	Ea	17.00
30200	Flexural Str. (Beam)	C 78	Ea	27.00
30300	Split Tensile Str. (Incl prep)	C 496	Ea	109.00
30400	Time of Set by Penetration	C 403	Ea	320.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C 531	Set 3	328.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C 490 & C 157	Set 3	116.00
30700	Density of Structural Lwt. Concrete	C 567	Ea	81.00
30800	Concrete Coring, Minimum Charge	C 42	Min	338.00
30900	Concrete Coring (4" diameter to 6" Thickness)	C 42	Ea	105.00
31000	Concrete Coring, 4", additional thickness (over 6" to 12")	C 42	In	9.00
31100	Concrete Coring, 4", additional thickness (over 12")	C 42	In	12.00
31110	Concrete Coring (6" diameter to 6" Thickness)	C 42	Ea	150.00
31112	Concrete Coring, 6", additional thickness (over 6" to 12")	C 42	In	13.50
31113	Concrete Coring, 6", additional thickness (over 12")	C 42	In	18.00
31200	Preparation of Core, Cap & Test	C 42	Ea	78.00
31300	Measuring Length of Core	C 174	Ea	13.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	91.00
31500	Probe Penetration Test Equipment (plus probes)	C 803	Day	92.00

HMAC

Code	Description	Standard	Unit	Current Fee
40100	Mix Design Review		Ea	218.00
40200	HMAC Design (In-Place)		Ea	2177.00
40300	Trail Batch (up to 5 points)		Ea	1633.00
40400	Additional Points		Ea	235.00
40500	Extraction/Gradation	Tex-210F	Ea	203.00
40600	Specific Gravity	D 2041 & 201F	Ea	72.00
40700	HVEEM Stability	Tex-208F	Set	95.00
40800	Bulk Density - Lab Molded or Core	Tex-207F	Set	54.00
40900	Bulk Density Core	Tex-207F	Ea	48.00
41000	Molding Specimens	Tex-206F	Set	63.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea	91.00
41200	Apparent Specific Gravity	Tex-202F	Ea	68.00
41300	Abson Recovery	Tex-211F	Ea	327.00
41400	Moisture Susceptibility	Tex-531C	Ea	476.00
41500	Penetration	D 5	Ea	86.00
41600	Ductility	D 113	Ea	115.00
41700	Viscosity	D 2170	Ea	95.00
41800	Asphalt Coring, Minimum Charge		Min	338.00
41900	Asphalt Coring (4" Dia. to 6" Thickness)		Ea	93.00
42000	Asphalt Coring (4" Dia. over 6" Thickness)		In	8.00
42150	Asphalt Coring (6" Dia. to 6" Thickness)		Ea	140.00
42160	Asphalt Coring (6" Dia. Over 6" Thickness)		In.	12.00
42200	Measuring Thickness of Asphalt		Ea	8.00
42300	PMA Extraction/Gradation	D 2172	Ea	272.00
42400	PMA Extraction/Gradation	D 6307	Ea	169.00
42500	Asphalt Content	D 4125	Ea	81.00

Structural Steel

Code	Description	Standard	Unit	Current Fee
50100	Radiographic Source, Iridium		Day	123.00
50200	Radiographic Source, Cobalt 60		Day	142.00
50300	Ultrasonic equipment	E 114, E 273, E 587, E 797	Day	91.00
50400	Magnetic Particle Inspection Equipment	E 709	Day	34.00
50500	Skidmore-Wilhelm Tension Indicator		Day	136.00
50600	Torque Wrench		Day	50.00
50700	Discontinuity (Holiday) Equipment		Day	95.00
50800	Dry Film Thickness Equipment (Tooke Gauge)	D 4138	Day	34.00
50900	Dry Film Thickness Equipment (Magnetic)	D 7091	Day	34.00

Soils

Code	Description	Standard	Unit	Current Fee
90100	Liquid & Plastic Limits	D 4318	Ea	62.00
90200	Moisture Content of Soils by Mass	D 2216	Ea	9.00
90300	Moisture Content by Microwave	D 4643	Ea	30.00
90400	Sieve Analysis	D 422	Ea	57.00
90500	Sieve Analysis w/ Hydrometer	D 422	Ea	128.00
90600	Percent Passing #200 Sieve	D 1140	Ea	48.00
90700	Specific Gravity	D 854	Ea	59.00
90800	pH of Soils	D 4972	Ea	17.00
90900	Unconfined Compressive Strength	D 2166	Ea	45.00
91100	Unconsolidated-undrained Triaxial Compression	D 2850	Ea	63.00
91200	One-Dimension Consolidation	D 2435	Ea	361.00
91300	Consolidation, Additional Increment	D 2435	Ea	51.00
91400	Dispersive Characteristic by Pinhole Test	D 4647	Ea	286.00
91500	Dispersive Characteristic by Crumb Test	D 6572	Ea	38.00
91600	Double Hydrometer	D 4221	Ea	177.00
91700	Soil Suction - Filter Paper		Ea	57.00
91900	California Bearing Ratio	D 1883	Ea	215.00
92000	Soil Shrinkage Factors by Mercury Method	D 427	Ea	63.00
92100	Soil Shrinkage Factors by Wax Method	D 4943	Ea	76.00
92200	One-Dimensional Swell, Cohesive Soil	D 4546	Ea	292.00
92300	OMD Standard Compaction	D 698	Ea	204.00
92400	OMD Modified Compaction	D 1557	Ea	218.00
92500	Max. & Min. Density - Sand	D 4253/D 4254	Ea	212.00
92600	Percent Solids in Lime Slurry		Ea	43.00
92700	Optimum Lime Content - pH Method	D 6276	Ea	235.00
92800	Optimum Lime Content - PI Method		Ea	242.00
94100	Cement Sand Compressive Strength	D 1633	Ea	71.00
94200	Cement Content of Soil-Cement	D 806	Ea	313.00
94300	Sieve Analysis - Base Material	C 136	Ea	95.00
94400	Compressive Strength Treated Base	Tex-120E	Ea	258.00
94500	OMD Standard Compaction, Treated	D 698	Ea	225.00
94600	OMD Standard Compaction, Treated	D 1557	Ea	239.00
95100	Nuclear Density Gauge	D 6938	Hr	10.50

Subsurface Exploration

Code	Description	Standard	Unit	Current Fee
11010	Soil Boring, Intermittent 3-in. dia. (0 to 50')		Ft	19.00
11020	Soil Boring, Intermittent 3-in. dia. (50' to 100')		Ft	21.00
11030	Soil Boring, Continuous 3-in. (0 to 20')		Ft	21.00
11031	Soil Boring, Continuous 3-in. (20 to 50')		Ft	25.00
11032	Soil Boring, Continuous 3-in. (50 to 100')		Ft	35.00
11040	Soil Boring over 100' (Surcharge)		Ft	7.00
11050	Wash Boring		Ft	9.00
11060	Auger Boring		Ft	10.50
11070	Undisturbed/Split-Spoon in Wash/Auger Borings		Ea	39.00
11071	Piezometer Installation		Ft	16.00
11072	Piezometer Abandonment		Ft	16.00
11080	Grouting of Completed Boring		Ft	10.00
11090	A.T.V. Surcharge		Ft	7.00
11100	Minimum Charge for the Exploration (to be used if charges are less than \$782.00)		LS	782.00
11110	Mobilization/Demobilization		LS	349.00
11120	TDH Cone Penetration Test		Ea	27.00
11130	ATV Mobilization Surcharge		LS	136.00
11140	Portable Rig Drilling (Crew of two)		Hr	177.00
11150	Standby (Crew of Two)		Hr	170.00

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.
 HVJ Associates Inc
 Houston, TX United States

Certificate Number:
 2020-673105

Date Filed:
 09/29/2020

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:
 10/13/2020

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.
 Contract No. 17208
 Materials Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson, Herbert	Houston, TX United States	X	
	Hasen, Michael	Houston, TX United States		X
	Esmail, Hossam	Houston, TX United States		X
	Ndando, Namondo	Houston, TX United States		X

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)