

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 B2Z Engineering, LLC, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Consultant provide construction materials testing services for Madden Road under Mobility Bond Project No. 17416 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

#### AGREEMENT

##### **Section 1. Scope of Services**

Consultant shall render the construction materials testing services as described in Consultant's proposal dated September 15, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

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

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

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

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Agreement for Construction Materials Testing Services  
 Mobility Bond Program – Project No. 17416

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2/11/2022 Original (e) sent to Olivia Rios, Purchasing dept.

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

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty-three thousand six hundred eighty-seven dollars and 50/100 (\$63,687.50) 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 Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff 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 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of sixty-three thousand six hundred eighty-seven dollars and 50/100 (\$63,687.50) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed sixty-three thousand six hundred eighty-seven dollars and 50/100 (\$63,687.50).

### **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. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

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

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

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

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

### **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon 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 Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

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

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

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

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

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

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time

of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

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

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

### **Section 10. Insurance**

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

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

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be 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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Indemnity**

**CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**

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

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

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during

or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

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

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

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

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

13.1 In the performance of work or services hereunder, Consultant 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 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 14. Notices**

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

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

County: Fort Bend County 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

Consultant: B2Z Engineering, LLC  
900 Threadneedle, Suite 120  
Houston, Texas 77079

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Standard of Care**

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

**Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

**Section 18. Applicable Law**

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

**Section 19. Successors and Assigns**

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

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

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

**Section 23. Captions**

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

**Section 24. Conflict**

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

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

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONSULTANT 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.

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

B2Z ENGINEERING, LLC

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

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

February 8, 2022  
Date




AISHA GONZALEZ  
Authorized Agent – Printed Name

ATTEST:

President  
Title

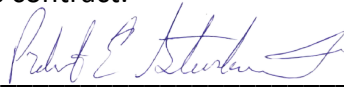
  
\_\_\_\_\_  
Laura Richard, County Clerk

1/26/2022  
Date

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

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 63,687.50 to accomplish and pay the obligation of Fort Bend County under this contract.

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

# EXHIBIT A

September 15, 2021

Robert T. McBride, P.E.  
Senior Project Manager  
LJA Engineering, Inc.  
3600 W. Sam Houston Parkway S  
Houston, Texas 77042

**RE: Project No. 17416 Madden Rd CMT**

Dear Mr. McBride,

Attached for your review and approval is our proposal to provide Construction Material Testing Services for the subject referenced project. We appreciate the opportunity to provide professional services and look forward to working with you. Should you have any questions, please do not hesitate to contact me at (832)288-2755.

Sincerely,



Oliver F. Salgado  
Executive Vice President/Senior Project Manager

Attachments:  
Estimated Man-hours and Test Breakdown

**EXHIBIT D**  
ESTIMATED MAN-HOURS AND TEST BREAKDOWN

**LJA Engineering, Inc.**  
**Project No. 17416 Madden Road**  
**Construction Materials Testing**

**Embankment (Test All Fill Material Including Cut From Job)**

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

	Test	Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits of Soils	ASTM D-4318/Tex-106E	One Per Phase		Each	6	\$71.00	\$426.00
Gradation	ASTM D-4322/Tex-110-E	Each 10,000 CY		Each	4	\$65.00	\$260.00
Moisture/Density	ASTM D-698/Tex-114-E	1 Per Material		Each	2	\$231.00	\$462.00
In-Place Density	ASTM D-6938/Tex-115-E	3 per 1,000 Linear Feet	Inc. to 10 - 2 per Leg (Job)	Hour	36	\$12.00	\$432.00
Laboratory/Field Technician			PI,Gr,MD, FD	Hour	74	\$90.00	\$6,660.00
Vehicle Charge			24 Trips	Hour	48	\$12.00	\$576.00
**Admin/Clerical				Hour	12	\$70.00	\$840.00
<b>Item Subtotal</b>							<b>\$9,656.00</b>

**Subgrade (Lime Treated)**

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

	Test	Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Pulverization Gradation	Tex-101-E (Part III)	Each 4,500 CY	Remain Consistent Each 4,500 CY	Each	1	\$65.00	\$65.00
Atterberg Limits of Soils	ASTM D-4318/Tex-106E	One Per Phase		Each	1	\$71.00	\$71.00
Gradation	ASTM D-4322/Tex-110-E	Each 5,000 CY		Each	1	\$65.00	\$65.00
Moisture/Density	ASTM D698/Tex-114-E	1 Per Material		Each	1	\$231.00	\$231.00
In-Place Density	ASTM D6938/Tex-115-E	3 per 1,000 Linear Feet		Hour	6	\$12.00	\$72.00
Laboratory/Field Technician			PI,Gr,MD, FD	Hour	38	\$90.00	\$3,420.00
Vehicle Charge			6 Trips	Hour	12	\$12.00	\$144.00
**Admin/Clerical				Hour	3	\$70.00	\$210.00
<b>Item Subtotal</b>							<b>\$4,278.00</b>

**Crushed Aggregate Base Course (Untreated 3"Depth)**

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

	Test	Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits of Soils	ASTM D-4318/Tex-106E	One Per Phase		Each	1	\$71.00	\$71.00
Gradation	ASTM D-4322/Tex-110-E	Each 5,000 CY		Each	1	\$108.00	\$108.00
Moisture/Density	ASTM D1557/Tex-113-E	1 Per Material		Each	1	\$231.00	\$231.00
In-Place Density	ASTM D6938/Tex-115-E	3 per 1,000 Linear Feet		Hour	48	\$12.00	\$576.00
Compressive Strength	Tex-120-E	1 Per Material		Each	5	\$292.00	\$1,460.00
Laboratory/Field Technician			PI,Gr,MD, FD & Triax.	Hour	60	\$90.00	\$5,400.00
Vehicle Charge			15 Trips	Hour	30	\$12.00	\$360.00
**Admin/Clerical				Hour	6	\$70.00	\$420.00
<b>Item Subtotal</b>							<b>\$8,626.00</b>

**Cement Treated Base Course**

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

	Test	Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits of Soils	ASTM D4318/Tex-106E	One Per Phase		Each	1	\$71.00	\$71.00
Gradation	ASTM D4322/Tex-110-E	Each 5,000 CY		Each	1	\$90.00	\$90.00
Moisture/Density	ASTM D1557/Tex-113-E	1 Per Material	Complete Mixture	Each	1	\$231.00	\$231.00
In-Place Density	ASTM D6938/Tex-115-E	3 per 1,000 Linear Feet		Hour	48	\$12.00	\$576.00
Compressive Strength	Tex-120-E	1 Per Material		Each	5	\$292.00	\$1,460.00
Laboratory/Field Technician			PL,Gr,MD, FD	Hour	60	\$90.00	\$5,400.00
Vehicle Charge			15 Trips	Hour	30	\$12.00	\$360.00
**Admin/Clerical				Hour	6	\$70.00	\$420.00
Item Subtotal							\$8,608.00

**Asphaltic Concrete Base Course (Black Base)**

- Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

	Test	Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.			Stockpile				
Gradation	ASTM C136/Tex-200-F	1 Per Project Per Source Per Design		Each	2	\$108.00	\$216.00
Flat & Elongated Particles	ASTM C142/Tex-280-F	1 Per Project Per Source Per Design		Each	2	\$63.00	\$126.00
Coarse Aggr. Angularity	ASTM C142/Tex-460-A (Part I)	1 Per Project Per Source Per Design		Each	2	\$63.00	\$126.00
Fine Aggr.			Stockpile				
Bar Linear Shrinkage	ASTM D4943/Tex-107-E	1 Per Project Per Source Per Design		Each	2	\$86.00	\$172.00
Gradation	ASTM D-4322/Tex-110-E	1 Per Project Per Source Per Design		Each	2	\$65.00	\$130.00
Combined Aggr.			Stockpile or Feeder Belt				
Sand Equivalent	ASMT D2419/Tex-203-F	1 Per Project Per Source Per Design		Each	2	\$74.00	\$148.00
Complete Mix			Truck Sample				
Asphalt Content (%)	ASTM D4125/Tex-236-F	1 Per Lot Per Design		Each	2	\$92.00	\$184.00
Voids in Mineral Aggr. (VMA)	Tex-207-F	1 Per Sublot Per Design	with 227-F Rice Gravity	Each	2	\$61.00	\$122.00
Gradation	Tex-210-F	Min 1 Per 12 Sublots Per Design		Each	2	\$230.00	\$460.00
Lab Molded Density	Tex-207-F	1 Per Set		Each	6	\$61.00	\$366.00
Laboratory/Field Technician		Level 1A	12 hours per Day	Hour	24	\$90.00	\$2,160.00
Laboratory/Field Technician		Level 1B	12 hours per Day	Hour	24	\$65.00	\$1,560.00
Vehicle Charge			2 Trips	Hour	4	\$12.00	\$48.00
**Admin/Clerical				Hour	10	\$70.00	\$700.00
Item Subtotal							\$6,518.00

**Pipe Final Backfill Material 8" Lifts Drainage**

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

	Test	Guide Spec	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits of Soils	ASTM D4318/Tex-106E	One Per Phase		Each	1	\$71.00	\$71.00
Moisture/Density	ASTM D698/Tex-114-E	One Per Phase	1 Assume Material Changes	Each	2	\$231.00	\$462.00
In-Place Density	ASTM D6938/Tex-115-E		Assuming 3 FD test per location	Each	30	\$12.00	\$360.00
Tech Time (Soils)			PI, MD, FD	Hour	39	\$90.00	\$3,510.00
Vehicle Charge			13 Trips	Hour	26	\$12.00	\$312.00
**Admin/Clerical				Hour	7	\$70.00	\$490.00
Item Subtotal							\$5,205.00

**Asphalt Concrete Pavement (HMA-QC/QA)**

- Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

	Test	Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.			Stockpile				
Gradation	ASTM C136/Tex-200-F	1 Per Project Per Source Per Design		Each	2	\$108.00	\$216.00
Flat & Elongated Particles	ASTM C142/Tex-280-F	1 Per Project Per Source Per Design		Each	2	\$63.00	\$126.00
Coarse Aggr. Angularity	ASTM C142/Tex-460-A (Part D)	1 Per Project Per Source Per Design		Each	2	\$63.00	\$126.00
Fine Aggr.			Stockpile				
Bar Linear Shrinkage	ASTM D4943/Tex-107-E	1 Per Project Per Source Per Design		Each	2	\$86.00	\$172.00
Gradation	ASTM D-4322/Tex-110-E	1 Per Project Per Source Per Design		Each	2	\$65.00	\$130.00
Combined Aggr.			Stockpile or Feeder Belt				
Sand Equivalent	ASMT D2419/Tex-203-F	1 Per Project Per Source Per Design		Each	2	\$74.00	\$148.00
Complete Mix			Truck Sample				
Asphalt Content (%)	ASTM D4125/Tex-236-F	1 Per Lot Per Design		Each	2	\$92.00	\$184.00
Voids in Mineral Aggr. (VMA)	Tex-207-F	1 Per Sublot Per Design	with 227-F Rice Gravity	Each	2	\$61.00	\$122.00
Gradation	Tex-210-F	Min 1 Per 12 Sublots Per Design		Each	2	\$230.00	\$460.00
Lab Molded Density	Tex-207-F	1 Per Set		Each	12	\$61.00	\$732.00
Roadway			At Site				\$0.00
Field Coring		2 Cores Per Sublot Per Design	Make Contractor Perform Test	Each	4	\$106.00	\$424.00
In-Place Air Voids	Tex-207-F	2 Cores Per Sublot Per Design		Each	4	\$61.00	\$244.00
Laboratory/Field Technician		Level 1A	12 hours per Day	Hour	24	\$90.00	\$2,160.00
Laboratory/Field Technician		Level 1B	12 hours per Day	Hour	24	\$65.00	\$1,560.00
Asphalt Coring			Trip charge	Each	2	\$600.00	\$1,200.00
Vehicle Charge			4 Trips	Hour	8	\$12.00	\$96.00
**Admin/Clerical				Hour	12	\$70.00	\$840.00
						Item Subtotal	\$8,940.00

**Hydraulic Cement Concrete - Slope Paving, Headwall and Concrete Collars (3500 PSI)**

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

	Test	Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.			QA Test. (QC by Source)				
Decantation	ASTM C117/Tex-406-A	Each 20,000 CY( or source)		Each	1	\$56.00	\$56.00
Sieve Analysis	ASTM C136/Tex-401-A	Each 1,000 CY( ea source)	5 Sieve	Each	1	\$62.00	\$62.00
Deleterious Matl.	ASTM C117/Tex-413-A	Each 20,000 CY( or source)		Each	1	\$56.00	\$56.00
Fine Aggr.			QA Test. (QC by Source)				
Sand Equivalent	ASTM D2419/Tex-203-F	Each 1,000 CY( ea source)		Each	1	\$74.00	\$74.00
Organic Imp.	ASTM C40/Tex-408-A	One Per Project Per Source		Each	1	\$55.00	\$55.00
Sieve Analysis	ASTM C136/Tex-401-A	Each 1,000 CY( ea source)		Each	1	\$62.00	\$62.00
Fineness Mod.	ASTM C128/Tex-402-A	Each 1,000 CY( ea source)		Each	1	\$51.00	\$51.00
Deleterious Matl.	ASTM C117/Tex-413-A	Each 20,000 CY( or source)		Each	1	\$56.00	\$56.00
Concrete							
*Strength	ASTM C192/Tex-447-A & ASTM C39/Tex-418-A	Each 60 CY(1 Sets = 4 Cyl.)	1 Set per Placement	Each	32	\$20.00	\$640.00
Laboratory/Field Technician				Hour	48	\$90.00	\$4,320.00
Vehicle Charge			18 Trips	Hour	36	\$12.00	\$432.00
**Admin/Clerical				Hour	9	\$70.00	\$630.00
						Item Subtotal	\$6,494.00

- \* Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preparation, holding and curing of strength specimen costs  
~ 1 Set is defined as 4 Cylinders (2)7-day or (2)28-day

\*\* Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

**Summary**

Sub-Total (CMT Items) =	<b>\$58,325.00</b>
**Project Engineer (Oversight)	<b>\$5,362.50</b>

**Constuction Materials Testing Total : \$63,687.50**

# 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:**  
 2022-844457

**Date Filed:**  
 01/27/2022

**Date Acknowledged:**  
 02/08/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 B2Z Engineering LLC  
 Mission, 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

**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.**  
 Mobility Bond Program  
 Mobility Bond Program - Project No. 17416 - CMT Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzalez, Aisha	Mission, 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)