

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR CONSTRUCTION MATERIALS TESTING
AND OBSERVATION SERVICES**

THIS AMENDMENT (“Amendment”), is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WHEREAS, the parties executed and accepted that certain Agreement for Construction Materials Testing and Observation Services on or about June 28, 2022, (the “Agreement”), attached as Exhibit “A” and incorporated fully by reference, for construction materials testing and observation services for a right turn lane along West Bellfort Road westbound approaching SH 99 under Mobility Bond Project No. 20403 (hereinafter the “Services”) pursuant to SOQ 14-025; and

WHEREAS, the parties desire to amend the Agreement to increase the Maximum Compensation payable to the Consultant under the Agreement for the provision of additional Services; and

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Consultant an additional amount not to exceed One Thousand, Forty-Four dollars and no/100 (\$1,044.00) for the provision of additional Services, as described in Consultant’s Notice of Change, dated May 26, 2023, attached as Exhibit “B” and incorporated fully by reference.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed Eleven Thousand, Six Hundred Twenty-Nine dollars and no/100 (\$11,629.00), authorized as follows:
 \$10,585.00 under the Agreement; and
 \$1,044.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. 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.

Except as provided herein, all terms and conditions of the Agreement shall remain
unchanged.

(Execution Page Follows)

(Remainder of 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 final party.

FORT BEND COUNTY

NINYO & MOORE GEOTECHNICAL &
ENVIRONMENTAL SCIENCES CONSULTANTS



KP George, County Judge



Authorized Agent – Signature

September 12, 2023
Date

Jay Sunderwala
Authorized Agent – Printed Name

ATTEST:



Managing Principal Engineer
Title



Laura Richard, County Clerk

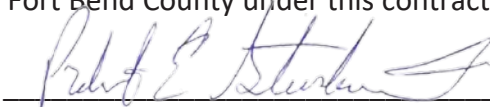
August 18, 2023
Date

APPROVED: 

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 11,629.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Agreement for Construction Materials Testing and Observation Services, executed by the parties on or about June 28, 2022; and
Exhibit B: Consultant's Notice of Change, dated May 26, 2023

Exhibit A

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING AND OBSERVATION 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 Ninyo & Moore Geotechnical & Environmental Sciences Consultants, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide construction materials testing and observation services for a right turn lane along West Bellfort Road westbound approaching SH 99 under Mobility Bond Project No. 20403 (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 observation and testing services as described in Consultant's proposal dated April 13, 2022, 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.

Agreement for Construction Materials Testing and Observation Services

Mobility Bond Program – Project No. 20403

Page 1 of 10

Section 3. Compensation and Payment

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is ten thousand five hundred eighty-five dollars and no/100 (\$10,585.00) 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 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 ten thousand five hundred eighty-five dollars and no/100 (\$10,585.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed ten thousand five hundred eighty-five dollars and no/100 (\$10,585.00).

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, 2026. 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. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

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, 1st Floor
Richmond, Texas 77469

Consultant: Ninyo & Moore Geotechnical & Environmental Sciences Consultants
2313 W. Sam Houston Parkway North, Suite 119
Houston, Texas 77043

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


County Judge KP George

KP George, County Judge

NINYO & MOORE GEOTECHNICAL &
ENVIRONMENTAL SCIENCES CONSULTANTS


Authorized Agent – Signature

6.28.2022

Date



ATTEST:


Laura Richard, County Clerk

Jay Sunderwala

Authorized Agent – Printed Name

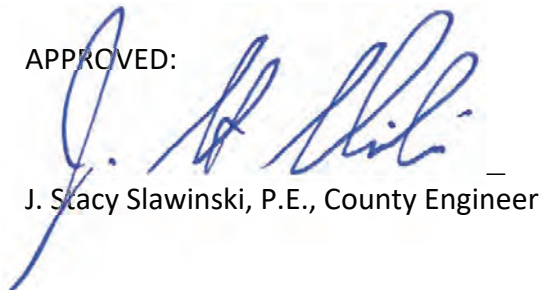
Managing Principal Engineer

Title

May 10, 2022

Date

APPROVED:


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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 10,585.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

EXHIBIT B

April 13, 2022
Project No. 701199002

Mr. Stacy Slawinski, PE
Fort Bend County Engineering
301 Jackson Street, 4th Floor
Richmond, Texas 77469

Subject: Construction Materials Testing and Observation Services
Fort Bend/Right Turn Lane Along W. Bellfort Road Westbound Approaching State
Highway 99 Northbound
Fort Bend County, Texas

Dear Mr. Slawinski:

We are pleased to present this proposal to provide materials testing services at the subject site. In preparation of this proposal, we have reviewed the provided plans and specifications. The project will consist of the construction of approximately 800 square yards of concrete right turn lane, including storm sewer placement. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed materials testing.

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

SCOPE OF SERVICES

- Perform field observation and in-place density testing for fill placement, utility trench backfill, and treated paving subgrade.
- Perform proofrolling observation for paving subgrade and fill areas.
- Perform gradation testing of treated paving subgrades.
- Perform cast-in-place concrete sampling/testing.
- Perform concrete coring, measuring, and compressive testing.

- Perform laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), and 200 Wash.
- Perform laboratory testing to evaluate the compressive strength of cement treated sand and concrete samples.
- Consultation and project management.

ESTIMATED FEE

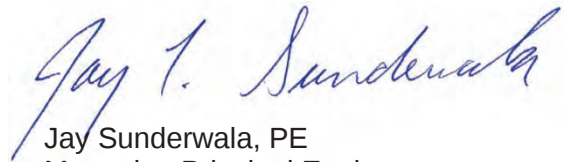
We propose to provide our services on a time-and-materials basis accrued in accordance with the attached cost estimate. We estimate the fee for our services to be approximately \$10,585 (Ten Thousand Five Hundred Eighty-Five Dollars). Our estimated fee does not include weekend, stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached Schedule of Fees. A breakdown of our fees is presented in the attached Tables.

To authorize our services, please sign and return the attached Work Authorization and Agreement. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Dusty Duffield
Project Manager



Jay Sunderwala, PE
Managing Principal Engineer

DD/JTS/lis

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees
Work Authorization and Agreement

Table 1 - Breakdown of Estimated Fee

Earthwork

Engineering Technician

Utilities	3 days @ 8	hours/day @ \$ 60.00 /hour	\$ 1,440.00
Utilities (OT)	3 days @ 3	hours/day @ \$ 90.00 /hour	\$ 810.00
% Solids/Proctor Pick Ups	2 days @ 6	hours/day @ \$ 60.00 /hour	\$ 720.00
Paving Subgrades	2 days @ 8	hours/day @ \$ 60.00 /hour	\$ 960.00
Vehicle Usage Charge	61	hours @ \$ 10.00 /hour	\$ 610.00
Nuclear Density Gauge	49	hours @ \$ 12.00 /hour	\$ 588.00

Laboratory Testing

Standard Proctor Density Treated Soils, D 698	3	samples @ \$ 225.00 /sample	\$ 675.00
200 Wash	4	samples @ \$ 60.00 /sample	\$ 240.00
Atterberg Limits	4	samples @ \$ 65.00 /sample	\$ 260.00
Lime Determination, pH Method	1	sample @ \$ 210.00 /sample	\$ 210.00

Subtotal \$ 6,513.00

Concrete

Engineering Technician	3 days @ 8	hours/day @ \$ 60.00 /hour	\$ 1,440.00
Cylinder Pick Ups (no charge if already onsite for other services)	2 days @ 4	hours/day @ \$ 60.00 /hour	\$ 480.00
Vehicle Usage Charge	32	hours @ \$ 10.00 /hour	\$ 320.00
Compression Tests of Cylinders	4 sets @ 4	samples/set @ \$ 68.00 /set	\$ 272.00
Concrete Cores	2	samples @ \$ 190.00 /sample	\$ 380.00

Subtotal \$ 2,892.00

Engineering Review, Consultation and Data Processing

Principal Engineer	2	hours @ \$ 185.00 /hour	\$ 370.00
Project Manager	6	hours @ \$ 90.00 /hour	\$ 540.00
Data Processor	6	hours @ \$ 45.00 /hour	\$ 270.00

Subtotal \$ 1,180.00

TOTAL ESTIMATED FEE

\$ 10,585.00

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

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

Field Staff

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

Administrative Staff

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

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 10/hr
Expert Witness Testimony	\$ 400/hr
Direct Expenses	Cost plus 15%
Special equipment charges will be provided upon request.	

Notes

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

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

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

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

Schedule of Fees for Laboratory Testing

SOILS

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

MASONRY

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

CONCRETE

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

FIREPROOFING

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

ASPHALT

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

AGGREGATES

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

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

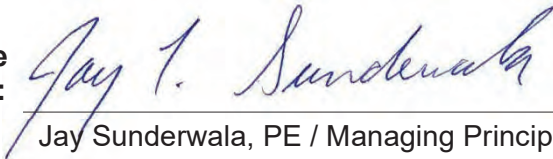
Exhibit B

NOTICE OF CHANGE**Project Name:** West Belfort Right Turn Lane**Project No.:** 701199002**Date:** May 26, 2023

This transmittal is to provide written authorization associated with additional fees related to the above referenced project. Based on our review of the testing reports, 4 additional trips and 3 additional sets of concrete cylinders were required to complete the required testing to meet Fort Bend County requirements as shown on the attached cost estimate.

We appreciate the opportunity to be of service to you on this project.

Original Authorized Budget:	\$10,585.00
Previous Change:	\$0.00
Current Change:	\$1,044.00
New Authorized Budget:	\$11,629.00

**Ninyo & Moore
Representative:**
Jay Sunderwala, PE / Managing Principal Engineer

5/26/23

Date

**Client
Representative:**

Fort Bend County c/o Stacy Slawinski, PE

Date

Table 1 - Breakdown of Estimated Fee									
Concrete									
Engineering Technician	4 days	@	3	hours/day	@	\$ 60.00	/hour	\$	720.00
Vehicle Usage Charge			12	hours	@	\$ 10.00	/hour	\$	120.00
Compression Tests of Cylinders	3 sets	@	4	samples/set	@	\$ 68.00	/set	\$	204.00
Subtotal								\$	1,044.00
TOTAL ESTIMATED FEE								\$	1,044.00

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.**

Ninyo & Moore
Houston, TX United States

Certificate Number:
2023-1061596

Date Filed:
08/18/2023

Date Acknowledged:
09/12/2023

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.

1
Construction Materials Testing and Observation Services - Right Turn Lane Along W. Bellfort Road Westbound Approaching State Highway 99 Northbound - Mobility Bond Program - Project No. 20403

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ninyo, Avram	San Diego, CA 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)