

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

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

THIS AGREEMENT ("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 Associated Testing Laboratories, Inc., (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 Willow Lane Median Islands under Mobility Bond Project No. 20125x (hereinafter "Services"); 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; and

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 June 28, 2024, 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.

### **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 Fourteen Thousand Eight Hundred Two dollars and 00/100 (\$14,802.00) 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 Fourteen Thousand Eight Hundred Two dollars and 00/100 (\$14,802.00) 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 Fourteen Thousand Eight Hundred Two dollars and 00/100 (\$14,802.00).

### **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, 2028. 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. The terms and conditions of the Agreement are not proprietary or confidential information.

### **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, 4 <sup>th</sup> Floor 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:	Associated Testing Laboratories, Inc. 3143 Yellowstone Boulevard Houston, Texas 77054

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. County does not agree to pay any and/or all attorney fees incurred by Consultant in any way associated with the Agreement.

#### **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.

(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 last party hereto.

**FORT BEND COUNTY**


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

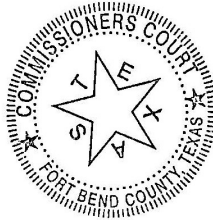
November 27, 2024  
Date

ATTEST:

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

APPROVED:

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



**ASSOCIATED TESTING LABORATORIES, INC.**

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

Priti Singh  
\_\_\_\_\_  
Authorized Agent – Printed Name

CEO  
\_\_\_\_\_  
Title

11/6/2024  
\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 14,802.00 to accomplish and pay the obligation of Fort Bend County under this contract.

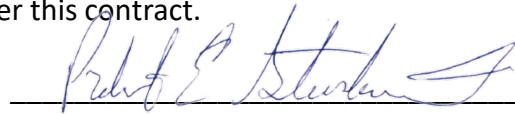
  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: Consultant's proposal dated June 28, 2024

# EXHIBIT A

June 28, 2024  
CP24-030

Binkley & Barfield  
ATTN: Zach Jacobson, PE, ENV SP  
1710 Seamist Dr.  
Houston, Texas 77008

[zjacobson@binkleybarfield.com](mailto:zjacobson@binkleybarfield.com)

Project: Fort Bend County Engineering Department, 2020 Mobility Bond Willow Lane Median Islands, Project 20125X

Mr. Jacobson:

As per your request we are pleased to submit our cost estimate proposal for the above-referenced project. The total was estimated using the quantities and specifications provided in drawings and construction specifications; an estimate work sheet is included with this letter. Actual charges will be based on the services requested and provided.

#### **Scope of Work**

The construction materials testing and inspection will include the following broad services:

- Monitor and perform grading inspections and perform in-place density testing of all fill materials.
- Monitor and perform all concrete materials, placement, and workmanship.
- Monitor and perform inspection of hot mix asphaltic concrete and perform full scope of lab testing.
- Professional Engineer Review

#### **Site Safety**

Site safety is the responsibility of the contractor. Therefore, we will notify the contractor's site representative, and your Project Inspector if/as directed by you for this project, whenever we are on site. You will also need to assign someone to sign our Daily Field Reports (DFRs) whenever our technicians and/or inspectors are onsite. This should be established at or before our pre-construction meeting.

#### **Budget Estimate and Assumptions**

Based on the details provided at the time of this proposal, ATL has estimated a budget of **\$14,802.00**.

A detailed estimate is in the following table. **It should be noted that this proposal is only an estimate and that it may be impacted by unavoidable events like construction hours, delays from on-site safety meetings or orientations, permits, utility clearance, access issues, and weather-related issues.** No testing will be performed outside of the scope that has been provided without the approval from the client beforehand.



**Phone.**

713.748.3717



**Email.**

tiffany@associatedtesting.com



**Address.**

3143 Yellowstone Blvd. Houston,  
Texas 77054

Description	Quantity	Rate	Units	Amount
<b>PERSONNEL</b>				
Project Engineer, P.E. or Project Geologist, P.G.	5.00	\$176.00	Hour	\$880.00
Technician, ACI, TxDOT SB101/102, HMA 1B	120.00	\$69.00	Hour	\$8,280.00
Technician (Non-Certified)	0.00	\$59.00	Hour	\$0.00
Vehicle Charge	30.00	\$75.00	Day	\$2,250.00
Admin/Clerical Support	0.00	\$70.00	Hour	\$0.00
<b>Subtotal:</b>				<b>\$11,410.00</b>
<b>SOILS &amp; TREATED SOILS</b>				
Liquid & Plastic Limits	2.00	\$76.00	Each	\$152.00
Percent Passing #200 Sieve	1.00	\$59.00	Each	\$59.00
OMD Standard Compaction	1.00	\$246.00	Each	\$246.00
OMD Stabilized Soil (ASTM D-698 or D-1557)	1.00	\$273.00	Each	\$273.00
Optimum Lime Content - PI Method	1.00	\$292.00	Each	\$292.00
Nuclear Density Gauge	15.00	\$50.00	Day	\$750.00
<b>Subtotal:</b>				<b>\$1,772.00</b>
<b>CONCRETE/GROUT</b>				
Compressive Strength (Cylinder)	48.00	\$21.00	Each	\$1,008.00
<b>Subtotal:</b>				<b>\$1,008.00</b>
<b>ASPHALT TESTING</b>				
Extraction/Gradation (TEX -210 F)	1.00	\$245.00	Each	\$245.00
HVEEM Stability (TEX-208F)	1.00	\$115.00	set	\$115.00
Bulk Density- Lab Molded or Core (TEX-207F)	1.00	\$65.00	set	\$65.00
Molding Specimens 3/set (TEX-206F)	1.00	\$77.00	set	\$77.00
Max. Theoretical Specific Gravity (TEX-227F)	1.00	\$110.00	Each	\$110.00
<b>Subtotal:</b>				<b>\$612.00</b>
<b>GRAND TOTAL:</b>				<b>\$14,802.00</b>

*\*Minimum 4-hour charge per trip; Overtime will be charged 1.5 times to the regular rate (before and after 6am/pm and all day on weekends)*

## Closure

Thank you for your consideration of Associated Testing Laboratories, Inc. We look forward to working with you on this project. Please contact us if you have any questions or require additional information.

Sincerely,

Associated Testing Laboratories, Inc.



Tiffany Price  
Operations Manager



**Phone.**

713.748.3717



**Email.**

tiffany@associatedtesting.com



**Address.**

3143 Yellowstone Blvd. Houston,  
Texas 77054



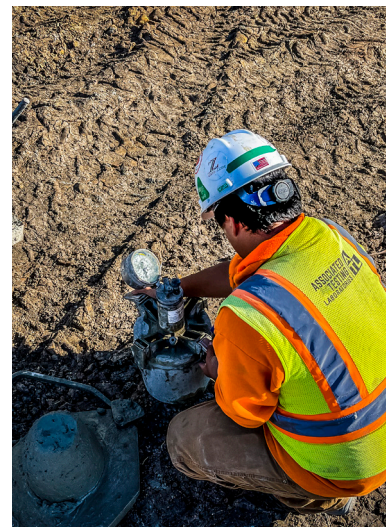
Associated Testing Laboratories (ATL) is a Texas-based, accredited, multi-discipline, engineering and testing firm established in 1959. As one of the first testing firms in Houston, ATL has continued to improve and expand with modern technology and has become a high-performance, customer service oriented firm. ATL prides itself with a highly educated, responsive, knowledgeable, and experienced staff of Registered Professional Engineers, Environmental Professionals, Certified Field and Laboratory Technicians, and Qualified Administrative Personnel that are dedicated to quality and customer service at a competitive rate within the marketplace.

## CONSTRUCTION MATERIALS TESTING & INSPECTION

## GEOTECHNICAL ENGINEERING

## ENVIRONMENTAL ENGINEERING

## CONSTRUCTION MANAGEMENT





## CERTIFICATIONS

Historically Underutilized Business  
Disadvantaged Business Enterprise  
Minority Business Enterprise  
Port of Houston – Small Business  
METRO – Small Business  
Woman Owned Small Business  
City of Houston Special Inspection

## NAICS

541380  
541330

## CAGE/NCAGE

0M3G3

## DUNS

059329813

## ACCREDITATIONS

A2LA Accreditation for Construction Materials Testing  
A2LA Accreditation for Geotechnical Testing  
USACE Laboratory Validation

## TxDOT PRECERTIFICATIONS

2.13.1 Hazardous Materials Initial Site Assessment  
12.1.1 Asphaltic Concrete Production  
12.1.2 Portland Cement Concrete  
12.1.3 Materials Engineering  
12.1.4 Asphaltic Concrete Placement  
12.1.5 Portland Cement Concrete Placement  
12.1.6 Embankment/Subgrade/Backfill/Base Production  
12.1.7 Embankment/Subgrade/Backfill/Base Placement  
14.1.1 Soil Exploration  
14.2.1 Geotechnical Testing  
14.3.1 Transportation Foundation Studies  
14.4.1 Building Foundation Studies  
14.5.1 Evaluation & Design of Geotechnical Related Structures

## TOMBALL PARKWAY (SH 249)



The Tomball Tollway Project Phase II extends Phase I from north of FM 2920 to the Montgomery County line and continues the 4-lane tollway in each direction. A new 3-lane frontage road will be added in both the northbound and southbound directions, along with five major bridges and flood-mitigating storm water detention. Bike trails and a collegiate practice field are also included in this project. ATL is currently providing construction materials testing services in support of this project. Specific focus is given to standard quality assurance tests on concrete materials to meet compliance with HCTRA's specifications. Services provided include specialty testing to check the strength of epoxy used for concrete pavement tie-ins.

## HOUSTON SHIP CHANNEL BRIDGE



ATL provided 15 inspectors to the north section of the Houston Ship Channel bridge project for Harris County Toll Road Authority (HCTRA). ATL was responsible for concrete testing for one of multiple sections. An adjacent section had an upcoming required weekend pour, but their CMT firm did not have enough people to staff. For this spur-of-the-moment job, ATL provided 15 certified technicians to the adjacent section. They worked in shifts for 72 hours (Friday through Monday), helping to ensure overall success for HCTRA.

## PROJECT HUNTING



Project Hunting (the Hunting Bayou Federal Flood Risk Management Project), is a \$100 million flood damage reduction project under construction along Hunting Bayou from U.S. 59 to downstream of North Wayside Drive. Project elements include:

- Widening and deepening approximately four miles of Hunting Bayou
- Nine bridge replacements and eight modifications and channel conveyance improvements under bridges

When this project is complete, most neighborhoods near the bayou will see water surface elevation reductions of 3-4 feet for the 1 percent (100-year) flooding event. ATL provided construction materials testing services.



# 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.**

Associated Testing Laboratories, Inc.  
Sugar Land, TX United States

**Certificate Number:**  
2024-1234545

**Date Filed:**  
11/04/2024

**Date Acknowledged:**  
11/26/2024

**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.**

Project 20215X  
Construction Materials Testing Services

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

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)