AGREEMENT FOR PROFESSIONAL SERVICES
(Materials Engineering and Testing Services)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "District," and **Aviles Engineering Corporation**, a Texas corporation, hereinafter called "Engineer." District and Engineer are known individually as "Party" and collectively as "Parties."

RECITALS:

The District desires on-call services of an Engineer from time to time to provide materials engineering and testing services as may be needed in support of maintenance construction projects within the Harris County Flood Control District, hereinafter called "Professional Services."

The Professional Services are within the scope of professional engineering, as defined by state law, and will be provided in connection with the professional employment or practice of persons who are licensed or registered as a professional engineer. The professional engineering services will be performed in accordance with Tex. Occ. Code Ann. §§1001.001, *et. seq*, as amended. These Professional Services are procured under the Professional Service Procurement Act, Subchapter A, Chapter 2254, Government Code and may be exempted, under Section 262.024, Local Government Code, from competitive requirements.

All funds available under prior agreements between the Parties hereto for on-call services have been allocated toward previously requested services.

The Engineer represents that it is qualified and desires to perform such services.

NOW, THEREFORE, the District and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

ARTICLE 1

CHARACTER AND EXTENT OF SERVICES

From time to time during the course of this Agreement, the Executive Director of the District or their designee (the "Director") may deliver to the Engineer written assignments in accordance with this Article for the performance of certain Professional Services as defined above and set forth in Appendix A, which is attached hereto and made a part hereof by reference for all purposes, which services the Engineer shall then perform in accordance with this Agreement.

The District shall have no obligation to pay for any services hereunder that have been rendered without the prior written authorization for such services by the Director and the issuance of a purchase order for such services by the County Purchasing Agent. The written authorization shall

specify the services to be performed, a budget amount for such services, and a required completion date for such services. **Notwithstanding any provision of this Agreement which might be read to the contrary, the District shall have no obligation to pay for any services in an amount in excess of the funds specified in a purchase order issued by the County Purchasing Agent for such services or in excess of the amount certified by the County Auditor as available for payment under such purchase order.** During the course of any services authorized hereunder, the Engineer shall provide the District with written or oral progress reports at such times and in such manner as may be requested by the Director. If it should become evident that the Engineer will not be able to complete any service hereunder by the previously set completion date or within the previously set budget for same, the Engineer shall notify the Director as soon as possible.

The Engineer shall, at no additional charge, maintain a record of each purchase order received under the Agreement and shall provide a status report to the Director upon receipt of each purchase order. The status report shall consist of a spreadsheet, that clearly indicates the project names, Purchase Order numbers and amounts, the not to exceed limit defined in Article 7 (Limit of Appropriation), and the balance remaining that may be certified as available for additional purchase orders under this Agreement.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be for a period beginning upon execution by the Harris County Commissioners Court and remain in full force and effect for five (5) years, unless earlier terminated in accordance with the terms of this Agreement.

The Engineer shall perform services hereunder diligently, such that each authorized service shall be completed within the time specified in the written authorization unless a time extension is granted by the Director.

ARTICLE 3

THE ENGINEER'S COMPENSATION

Within thirty days after execution of this Agreement, the District shall have issued an initial Purchase Order to the Engineer in the amount of $100.00 to perform services assigned during the term of this Agreement in accordance with the terms hereof. Subject to the Limit of Appropriation under Article 7, the District agrees to pay the Engineer according to the billing rates shown in Appendix B.

Further, it is expressly understood that the Engineer shall neither seek reimbursement nor will the District be obligated to pay normal business costs or expenses. Non-reimbursable costs and expenses include, without limitation, overtime, postage, messenger services, delivery charges, mileage within Harris County, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blueline drawings or photocopies; however, the following costs and expenses may be reimbursed, to the extent such costs and expenses are previously approved in writing by the Director.

	Description	Basis of Compensation
A.	Authorized subcontracts and payment of required fees as necessary for the completion of required Professional Services and	Actual Reasonable Cost.

	related services as requested under Article 1.	
B.	Authorized printing and reproduction in addition to normal photocopying and working drawings.	Actual Reasonable Cost.
C.	Extra travel required by the Engineer and authorized by the District to points outside Harris County, including travel, meals, and lodging.	Actual Reasonable Cost.
D.	Special equipment and supplies as authorized by the District.	Actual Reasonable Cost.
E.	Rental costs for equipment to gain access to project sites.	Actual Reasonable Cost
F.	Costs of presentation materials.	Actual Reasonable Cost

It is expressly understood and agreed that the Engineer shall not furnish any of the above services without the prior written authorization of the Director. The District shall have no obligation to pay for such services which have been performed without the prior written authorization of the Director as hereinabove provided.

At the option of the Director, the Director may also issue work authorization(s) for performance of specified professional services to be compensated on a lump sum basis upon acceptance by the Engineer. If a work authorization specifies payment on a lump sum basis for certain services, the hourly rates set out above shall not apply. In addition, where work performed pursuant to a work authorization is to be compensated on a lump sum basis, the budget for same shall not be increased pursuant to Article 1 or Article 3 of this Agreement, except to the extent that additional services are assigned to be performed by the Engineer by further written authorization from the Director.

ARTICLE 4

TIME OF PAYMENT

During the performance of the services provided herein, at intervals of not fewer than thirty (30) days each, the Engineer shall submit to the District a statement sworn to by the Engineer or an officer of the Engineer, in a form acceptable to the Harris County Auditor and in compliance with Article 3, setting forth the services completed and the compensation due for the same that have not been previously billed or paid. All hourly charges shall be itemized on the basis of the hourly rates and shall be certified in writing by the Engineer to be true and correct. The Director and the Harris County Auditor shall approve each statement after review, with such modifications as may be deemed appropriate. The District shall pay each statement approved within thirty (30) days after approval by the Director and the Harris County Auditor, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the Engineer to the point indicated by such statement, or of the receipt of or acceptance by the District of the work covered by such statement. The Engineer shall in no case submit an invoice for less than $500.00, except where the invoice is for the final payment.

Time sheets corroborating the information provided in the statement, signed by individuals performing services under this Agreement and their supervisor(s), showing the name of each

individual performing services hereunder, the date or dates that he or she performed said services, his or her hourly rate, the total amount billed for each individual, and the total amount billed for all individuals, and including such other details as may be requested by the Harris County Auditor for verification purposes, shall be kept and maintained by the Engineer for a period of five (5) years after the completion of performance hereunder. The Director and/or the Harris County Auditor shall have the right, after giving written notice, to review any and all documents or other data in the custody of the Engineer, in connection with any statement submitted by the Engineer to the District for approval and payment by the District.

ARTICLE 5

TERMINATION

The District may terminate this Agreement at any time by notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The District shall then pay the Engineer the prescribed charges for such services actually performed under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, drawings and specifications prepared under this Agreement shall be delivered to the District when and if this Agreement is terminated.

ARTICLE 6

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the District or the Engineer at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Engineer: Aviles Engineering Corporation
5790 Windfern Road
Houston, Texas 77041
Attn: Shane Ressman

To the District: Harris County Flood Control District
9900 Northwest Freeway
Houston, TX 77092
Attn: Executive Director

Either party may designate a different address by giving the other party ten days written notice.

ARTICLE 7

LIMIT OF APPROPRIATION

The Engineer has been advised by the District, and the Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available an initial sum of One Hundred and No/100 Dollars ($100.00) to pay

its obligations under this Agreement as certified available by the Harris County Auditor as evidenced by the issuance of purchase orders from the Harris County Purchasing Agent. The maximum compensation the Engineer may become entitled to hereunder and the maximum sum the District shall become liable to pay to the Engineer under this agreement is One Hundred Twelve Thousand Five Hundred and No/100 Dollars ($112,500.00), but that amount is not guaranteed and is subject to the District encumbering funds through purchase orders and written authorizations as specified under Article 1 of this Agreement. The total amount of funds which can be certified without amendment to this Agreement shall not exceed $112,500.00.

If the Professional Services and charges to be provided for will equal or exceed the amount certified available, the Engineer shall notify the District immediately. If the amount certified is depleted prior to the end of the term of this Agreement, the Engineer may terminate all Professional Services upon the total depletion of the certified funds unless the District certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase Order, in which event the Engineer shall continue to provide the approved Professional Services herein specified to the extent funds are available.

ARTICLE 8

SUCCESSORS AND ASSIGNS

The District and the Engineer 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 such other party, in respect to all covenants of this Agreement. Neither the District nor the Engineer shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

ARTICLE 9

COMPLIANCE AND STANDARDS

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Engineer's performance. The Engineer represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that it shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with Tex. Gov't Code Ann. § 2271.002, the Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Engineer represents and certifies that, at the time of execution of this Agreement, the Engineer (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Engineer engage in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Engineer warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Engineer does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

The Engineer certifies that it will not enter into a contract with any subcontractor that is listed on the federal government's terrorism watch list as described in Executive Order 13224.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2276.002, that unless the Engineer meets an exemption under subsection (c), then, as required by subsection (b), the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Engineer meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

The Engineer warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County (the "County"), including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

The Engineer shall immediately report to County through the County's Fraud, Waste, or Abuse Hotline and also notify the District in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html.

ARTICLE 10

PUBLIC CONTACT

Contact with the news media, citizens of Harris County, the State of Texas or other governmental agencies shall be the responsibility of the District. Under no circumstances shall the Engineer release any material or information developed in the performance of its services hereunder without the express prior written permission of the District.

ARTICLE 11

LICENSE REQUIREMENTS

The Engineer shall have and maintain any licenses or certification required by the State of Texas or recognized professional organization governing the services performed under this Agreement.

ARTICLE 12

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The District shall be the absolute and unqualified owner of any information, programs, Mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, computations, computer input/output information, and other documents or materials prepared pursuant to this Agreement, including source codes therefor, with the same force and effect as if the District prepared the same. The District shall have an exclusive and perpetual copyright in and to any and all materials produced for the District pursuant to this Agreement and the Engineer shall convey and assign, and does hereby convey and assign, to District all right, title, and interest, including but not limited to copyright, the Engineer may have or may acquire in and to such materials. The Engineer agrees that work performed hereunder for the District will be deemed to have been done, to the extent authorized by law, on a “works made for hire” basis. In the event and to the extent such works are determined not to constitute “works made for hire” as that term is understood in copyright law, the Engineer hereby irrevocably assigns and transfers to the District all right, title, and interest in and to such works, including, but not limited to, copyrights. The Engineer agrees to promptly deliver to the District copies, in a form acceptable to the Director, of any and all such information, programs, Mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, documents, materials and/or data, including the source codes therefor, upon request from the District. Copies of all complete or partially complete information, programs, Mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, and other documents and materials, including source codes therefor, prepared pursuant to this Agreement, shall also be delivered to the District when and if the Agreement is terminated, or upon completion of performance hereunder, whichever occurs first. The Engineer may retain one (1) set of reproducible copies of such documents and materials, but such copies shall be for the Engineer's use in the preparation of studies or reports for the District only. The Engineer is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents or materials, or using the same in the preparation of work for any other client without the express written permission of the Director. The Engineer does not intend or represent that construction documents or materials will be suitable for reuse. If the District reuses the same, such action shall be at the District's risk and without liability to the Engineer. If the Engineer furnishes partially complete plans, layouts, sketches, specifications, or other documents and materials by virtue of termination under Article 5 above, the Engineer shall not be held accountable or responsible for the completeness of any document or material so produced.

ARTICLE 13

INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER’S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONTRACTORS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER’S LIABILITY, THAT MIGHT BE INCURRED BY THE DISTRICT, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

ARTICLE 14

CERTIFICATE OF INTERESTED PARTIES

In compliance with Government Code § 2252.908, the Consultant must submit a completed Certificate of Interested Parties Form 1295, including an unsworn declaration and the Certification of Filing, printed after completing the electronic filing requirements on the Texas Ethics Commission website (see www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), to the District along with this signed Agreement.

ARTICLE 15

CONFLICT OF INTEREST CERTIFICATION

The Engineer certifies that the Engineer has complied with Chapter 176 of the Texas Local Government Code by completing and filing any required conflict of interest disclosures or questionnaires (see www.ethics.state.tx.us/forms/CIQ.pdf). If this certification is materially incomplete or inaccurate, the Engineer acknowledges that the District shall have the right to terminate this Agreement without prior notice.

ARTICLE 16

INSURANCE REQUIREMENTS

Coverage and Limits. During the Term of this Agreement and any extensions thereto, the Engineer at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, the Engineer shall provide and maintain the following coverage and limits:

(a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the project, and in accordance with state law.

Employers' Liability		
(i)	Each Accident	$1,000,000
(ii)	Disease – Each Employee	$1,000,000
(iii)	Policy Limit	$1,000,000

(b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the District may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *The District shall be named Additional Insured on primary/non-contributory basis*.

(i)	Each Occurrence	$1,000,000
(ii)	Personal and Advertising Injury	$1,000,000
(iii)	Products/Completed Operations	$1,000,000
(iv)	General Aggregate (per project)	$2,000,000

(c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars ($1,000,000) per claim and in the aggregate.

(d) Umbrella/Excess Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence and in the aggregate. *The District shall be named Additional Insured on primary/non-contributory basis*.

(e) Automobile Liability insurance to include the Engineer's liability for death, bodily injury, and property damage resulting from the Engineer's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars ($1,000,000) for each accident. *The District shall be named Additional Insured on primary/non-contributory basis*.

(f) Any other coverage required of the Engineer pursuant to statute.

Delivery of Policies. Immediately upon execution of this Agreement and before any services are commenced by the Engineer, the Engineer shall provide the District evidence of all of the above coverage on forms and with insurers acceptable to the District. The Engineer must maintain a valid Certificate of Insurance as described herein on file with the District at all times during the term of this Agreement. The Engineer must either (1) mail the Certificate of Insurance to the District at 9900 Northwest Freeway, Houston, TX 77092, Attn: Contract Management or (2) submit it by email to HCFCD_AdminServices@hcfcd.org.

Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

Certificates of Insurance. The Engineer shall provide unaltered Certificates of Insurance which evidence the required coverage and endorsements and satisfy the following requirements:

(a) Be less than 12 months old;
(b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;
(c) Include the project name and reference numbers and indicate the name and address of the Project Manager in the Certificate Holder Box; and
(d) Be appropriately marked to accurately identify:
    (i) All coverage and limits of the policy;
    (ii) Effective and expiration dates;
    (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

Certified Copies of Policies and Endorsements. Upon request, the Engineer shall furnish certified copies of insurance policies and endorsements to the District.

Renewal Certificates. Renewal certificates are due to the District at least thirty (30) days prior to the expiration of the current policies.

Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. The Engineer shall furnish evidence of such insurance to the District as well.

Additional Insured. The Engineer shall include the District and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. The Engineer's coverage shall be primary insurance to any similar insurance maintained by the District and must contain an

endorsement stating such. Coverage to the District as an Additional Insured on any of the Engineer's insurance coverage shall not be subject to any deductible.

Deductibles. The Engineer shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any claim it may have for the same against the District, its officers, directors, agents, or employees.

Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). The Engineer shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

Waiver of Subrogation. The Engineer waives any claim or right of subrogation to recover against the District, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

Notice of Cancellation, Non-Renewal, or Material Change. The Engineer shall provide the District with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.

Remedies for Noncompliance. Failure to comply with any part of this Article is a material breach of this Agreement. The Engineer could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further services, or be terminated from this Agreement for any lapse in coverage or material change in coverage which causes the Engineer to be in noncompliance with the requirements of this Article.

ARTICLE 17

ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. The recitals of this Agreement are intended to and shall be incorporated into the terms hereof.

ARTICLE 18

AUTHORITY OF DIRECTOR

The Director shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Engineer. The Director's decision shall be final. It is mutually agreed by both parties that the Director shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the Director in such shall be final and binding alike on both parties hereto. But nothing contained in this Article shall be construed to authorize the Director to alter, vary or amend any of the terms or provisions of this Agreement.

ARTICLE 19

MERGER

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 20

EXECUTION

The District executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Harris County, Texas, so authorizing. This Agreement shall not become effective until executed by all parties hereto.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

Signed by:
Emily Kunst
ED17653073344AD...

By_____
Emily Kunst
Assistant County Attorney
25GEN0998

HARRIS COUNTY FLOOD CONTROL DISTRICT

By_____
Lina Hidalgo
County Judge

ATTEST:

Signed by:
Jennifer A. Peck
6A8501BF7F06431...

Jennifer A. Peck
Name

COO
Title

AVILES ENGINEERING CORPORATION

Signed by:
Shane Ressman, P.E.
6A8501BF7F06431...

Shane Ressman, P.E.
Name

Sr. Vice President
Title

APPENDIX A

GENERAL SCOPE OF BASIC SERVICES

The general services to be performed by the Engineer under this Agreement with respect to each project for which services are authorized shall include, but not be limited to, the following:

1. Attend conferences with the District to review the Project and discuss testing requirements.
2. Prepare and submit to the District an inspection plan for the Project, if requested. The plan shall reference specific tests and requirements, as discussed by the Project Manual.
3. District Field Staff will coordinate and schedule field inspection and testing services with Engineer's office (CMT Dispatch) during the business hours of 8:00 AM and 5:00 PM.
4. Visit the Project to conduct tests and inspections in accordance with the inspection plan for a Project and as necessary to ensure compliance with all testing requirements of the particular Project.
5. Prepare and submit two (2) copies of each test report, signed by a licensed Engineer in the State of Texas, to the District or the District's designated representative.
6. Upon completion of all construction of the Project, submit a Quality Assurance Report with regard to the Project, signed and sealed by a licensed Engineer in the State of Texas in accordance with Section 137.33 of the *Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure*. This report shall summarize all testing performed, review the results of the tests with respect to specified performance, include a bound copy of all reports for the Project, and discuss any variances. The report shall provide recommendations for improvements to the District's Quality Assurance Program.
7. The minimum testing requirements for District projects include the following general categories. Other specific requirements will be stated in the Project Manual and Plans.
    a. Minimum testing requirements for concrete:
        i. One set of six compressive strength test specimens for each mix design at least once per day and for each 50 cubic yards or fraction thereof.
        ii. Test each sample for slump, air content, and air and concrete temperature. The use of Chase Air Meters is not allowed for determining air content.
        iii. Test concrete specimens for compressive strength: 2 at 7 days, 2 at 28 days, and 2 at 56 days unless otherwise directed by the District.
        iv. Minimum reporting requirements include the Design Mix No., the Supplier, the Contractor, the applicable Specification, the Field Sampling Data, and the Date/Time and Location of the Sample.
    b. Minimum testing requirements of cement stabilized sand:
        i. Make one set of four compressive strength test specimens for each mix design at least once per day. A proctor should not be run unless specifically requested by the District.
        ii. Test cement stabilized sand specimens for compressive strength: 2 at 48 hours and 2 at 7 days.
        iii. Minimum reporting requirements include the Mix Designation No., the Supplier, the Contractor, the applicable Specification, the Date/Time Sampled, the Date/Time Remolded, and the Location of the Sample.

c. Minimum testing requirements of flowable fill:
    i. Make one set of four compressive strength test specimens for each mix design at least once per day.
    ii. Test consistency by filling an open-ended 3-inch diameter cylinder 6 inches high to the top with flowable fill. Immediately pull the cylinder straight up. The correct consistency of the flowable fill shall produce a minimum 8-inch diameter circular type spread, with no segregation.
    iii. Test flowable fill specimens for compressive strength: 2 at 7 days and 2 at 28 days.
    iv. Minimum reporting requirements include the Mix Designation No., the Supplier, the Contractor, the applicable Specification, the Date/Time Sampled, the Spread (Consistency), and the Location of the Sample.
d. Minimum testing requirements of fill:
    i. Classification tests (LL, PL, PI, -200%) will be performed initially on samples of each material type and a verbal report of the classification will be given to the District. After receipt of the classification report, the District will instruct the laboratory on whether a proctor should be run.
    ii. The Pinhole Dispersion Test will be run only at the request of the District. A small bag sample of each material should be given to the onsite Inspector at the time of sampling.
    iii. Minimum reporting requirements for fill sampling include the Location of the Sample, the Depth of the Sample, the Contractor, and the applicable Specification.
    iv. A minimum of three density tests or one density test for every 75 linear feet of each lift of compacted fill on slope repairs, whichever is higher. The District will indicate testing frequency for other types of fill areas.
    v. Minimum reporting requirements include the Contractor, the applicable Specification, the Date, the Location of the Test, the Lift of the Test, and the Type of Material. All density tests and retests should be reported.

APPENDIX B

Special Notice

For convenience, the Harris County Flood Control District (HCFCD) has adopted and uses certain printed forms originally drawn for Harris County. As one of the conditions for executing an Agreement for Engineering Services covered by these Harris County Fee Schedule General Notes, it is understood that in all instances in all of the documents where the term "Harris County" is used, it is intended and meant to refer to the Harris County Flood Control District, and the true meaning and intent of all of the Agreement Documents shall be arrived at by substituting the name "Harris County Flood Control District" for the name "Harris County." Also, where the term "Consultant" is used, it is intended and meant to refer to the Engineer, and the true meaning and intent of all of the Agreement Documents shall be arrived at by substituting the term "Engineer" for the term "Consultant."

Harris County, Texas

Commissioners Court

Request for Court Action

1001 Preston St., Suite 934
Houston, Texas 77002

File #: 24-1590 **Agenda Date:** 3/26/2024 **Agenda #:**

Department: County Engineer
Department Head/Elected Official: Milton Rahman, PhD, P.E., PMP, CFM, ENV SP, County Engineer

Regular or Supplemental RCA: Regular RCA
Type of Request: Policy

Project ID (if applicable): 21208MF24001
Vendor/Entity Legal Name (if applicable): N/A

MWDBE Contracted Goal (if applicable): N/A
MWDBE Current Participation (if applicable): N/A
Justification for 0% MWDBE Participation Goal: N/A - Goal not applicable to request

	YES	NO	ABSTAIN
Judge Lina Hidalgo	☑	☐	☐
Comm. Rodney Ellis	☑	☐	☐
Comm. Adrian Garcia	☑	☐	☐
Comm. Tom S. Ramsey	☑	☐	☐
Comm. Lesley Briones	☑	☐	☐

Request Summary (Agenda Caption):
Request for approval to adopt an updated Fee Schedule and General Notes for Geotechnical Engineering and Construction Materials Engineering Services, UPIN 21208MF24001, Countywide.

Background and Discussion:
Harris County has completed updates to the 2015 Construction Materials Engineering Services Labor and Unit Rates presented to the Commissioner's Court on March 31. 2015. The updated fee schedule and general notes have been amended to correspond with updates to the 2024 Harris County Engineering Department standards and specifications and include provisions related to geotechnical services.

Expected Impact:
Significant increase in clarity to designers and contractors utilizing HCED Regulations and Specifications. Increase in quality of infrastructure delivered to Harris County Residents.

Alternative Options:
Rejection of approval to the Fee Schedule and General Notes reduces the quality of services received for Harris County Infrastructure.

Alignment with Goal(s):

_ Justice and Safety
_ Economic Opportunity
_ Housing
_ Public Health

Presented to Commissioners Court

March 26, 2024

Approve: G/R

File #: 24-1590 **Agenda Date:** 3/26/2024 **Agenda #:**

_ Transportation
_ Flooding
_ Environment
X Governance and Customer Service

Prior Court Action (if any):

Date	Agenda Item #	Action Taken
3/31/2015		Recommendation to Adopt a Corrected Rate Schedule for Construction Materials Engineering and Testing Effective Immediately to Replace and Supersede the Version Approved on September 23, 2014.

Location:
Address (if applicable):
Precinct(s): Choose an item.

Fiscal and Personnel Summary				
Service Name	Engineering			
	Current Fiscal Year Cost			**Annual Fiscal Cost**
	Labor	**Non-Labor**	**Total**	**Recurring Expens**
Funding Sources				
Existing Budget				
Other- H/C Commissioner Pct. 3 (10	$	$	$	$
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Total Current Budget	$	$	$	$
Additional Budget Request (*Requires Fiscal Review Request Form*)				
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Choose an item.	$	$	$	$
Total Additional Budget Request	$	$	$	$
Total Funding Request	$	$	$	$
Personnel (Fill out section only if requesting new PCNs)				
Current Position Count for Service	-	-	-	-
Additional Positions Request	-	-	-	-
Total Personnel	-	-	-	-

Anticipated Court Date: March 26, 2024
Anticipated Implementation Date (if different from Court date): April 1, 2024

File #: 24-1590 **Agenda Date:** 3/26/2024 **Agenda #:**

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Cassandra Green, P.E.; Director, Interim - Technical Services; HCED

Attachments (if applicable):
2024 Harris County Fee Schedule - Geotechnical Engineering and Construction Materials Engineering Services Labor and Unit Rates/ General Notes.

Harris County Fee Schedule
Geotechnical Engineering and Construction Materials Engineering Services
Labor and Unit Rates
April 1, 2024

Harris County Fee Schedule "General Notes" 2024

1 GENERAL

1.1 All Geotechnical Engineering and Construction Materials Engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by the Consultant are required to follow HCED, HCFCD, and/or TXDOT Guidelines and must be authorized by Harris County.

1.2 Services not specifically authorized by Harris County will not be paid for.

1.3 Failure to perform specified services in accordance with Harris County requirements may result in the cancellation of the Consultant's purchase order.

1.4 Harris County requires the use of internet-based software program(s) to maintain consistent administrative and technical control of its projects throughout the County.

2 ENGINEERING SERVICES

2.1 Engineering Services shall be performed by a professional engineer in good standing licensed in the State of Texas and employed full-time by the Consultant (the "Consultant's Engineer").

2.2 All Construction Materials Engineering reports relating to Services performed by the Consultant shall be reviewed and signed by the Consultant's Engineer. The Consultant's Engineer does not need to sign specimen pick-ups or Project cancellation reports.

2.3 For engineering review of services and engineering reports by the Consultant's Engineer, Harris County will compensate the Consultant at the "Project Engineer" rate of ½ (0.5) hour of engineering time for each engineering report. Engineering review time will not be allowed on specimen pick-up reports, cancellation reports, and revised or updated reports to include additional data on a report such as additional compressive strength tests on concrete cylinders and CSS molded specimen reports.

2.4 Harris County shall also compensate the Consultant at the respective rate of the Consultant's Engineer when attending Project-related on-site and progress meetings at the request of Harris County.

2.5 Overtime will not be allowed for any engineering services.

3 FIELD SERVICES

3.1 "Sampling" is defined as the process of procuring materials for subsequent testing or examination that is performed by a certified technician with knowledge of appropriate sampling procedures.

3.2 "Specimen Pickup" is defined as the process of retrieving "specimens" usually prefabricated in the field such as cylinders, beams, or cubes, and transporting those specimens to the laboratory for subsequent testing or examination.

3.3 Field Services shall be performed by the Consultant's certified engineering technicians and invoiced based on the technician's certification level in accordance with the Fee Schedule and project documents. Certifications should be obtained through NICET, ACI, TX-APA / HMA, ACCP, and programs associated with ASNT – TC1A.

3.3.1 A non-certified technician may be allowed to assist a certified technician on a Project provided two or more technicians are required.

3.3.2 Specimen Pickup shall be performed, whenever possible, as part of a scheduled field trip or by the full-time technician assigned to the Project.

3.3.3 Specimen Pickup not performed as a part of a scheduled field trip or by the technician assigned to the Project shall be compensated at the technician rate as straight time, not a 4-hour minimum. Specimen pick-up shall be invoiced based on the technician's certification level but will not exceed the Code 10700 rate.

3.3.4 Field sieve analysis drilled shaft slurry tests, and lime slurry percent-solids determination shall be performed in the field as part of the field inspection services without an additional testing charge.

3.3.5 The rates for coring of Portland cement concrete or asphaltic concrete (HMAC) are inclusive of the coring equipment and patching of the core hole with a conventional concrete mixture for concrete or cold-patch asphaltic materials for asphaltic concrete. The technician's time for performing the coring and vehicle charges will be in addition to the applicable coring rates. Patching with specialty materials will be reimbursed by Harris County at cost plus 10%.

3.3.6 A minimum of a 30-minute unpaid lunch shall be taken by the field technician for work over eight (8) hours unless otherwise approved in writing by Harris County.

3.4 Harris County shall compensate the Consultant for reasonable travel time as agreed upon by Harris County and Consultant, prior to project commencement, and based on Google Maps at the time of the proposed travel and invoiced to the nearest ¼ (0.25) hour. The compensation will be based on a portal-to-portal basis between the Consultant's facility and the Harris County Project or other Project-related locations.

4 LABORATORY SERVICES

4.1 Fees for laboratory tests are inclusive of sample preparation unless specifically noted in the attachment. Compensation shall not be paid for personnel services and or materials related to such testing, except as specifically noted in this attachment.

4.2 Unless otherwise requested by Harris County, an aggregate correction factor will not be determined for use in adjusting the aggregate gradation and asphalt content when testing HMAC in accordance with ASTM D6307. Laboratory reports should include a note indicating that an aggregate correction factor was not used in the calculation of the reported results.

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Geotechnical Engineering and Construction Materials Engineering Services
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5 OTHER SERVICES

5.1 GEOTECHNICAL SERVICES

5.1.1 All geotechnical borings shall be staked by the Consultant and shall be compensated at the rate applicable to the lab representative performing the staking but shall not exceed the Code 10400 rate.

5.1.2 Geotechnical logging shall be performed by a qualified technician (with a min. NICET II Soils or SB101/102) or a graduate engineer or a graduate geologist for geotechnical sampling and soil classification. Logging shall be compensated at the Code 10700 rate. Costs for logging services shall be in addition to fees for geotechnical drilling and sampling services.

5.1.3 Borings shall be sampled in accordance with HCED, HCFCD, and or TXDOT Geotechnical Investigation Guidelines.

5.2 TRAFFIC CONTROL

5.2.1 If traffic control is necessary during the geotechnical field operations, qualified personnel or a qualified subcontractor must be engaged to provide traffic control. The proposed use of traffic control must be approved in advance by Harris County.

6 REPORTING

Consultant shall document all field and laboratory services in a written report prepared in accordance with project specifications and standard methods.

6.1 Reports shall contain the following:

- **6.1.1** Project Name, Consultant Report Number, and Harris County Job Number.
- **6.1.2** Personnel name and certification typed or printed legibly.
- **6.1.3** Time of departure from Consultant's facility.
- **6.1.4** Time of arrival at Project.
- **6.1.5** Standby time, if any.
- **6.1.6** Services requested and performed.
- **6.1.7** Time of departure from Harris County project.
- **6.1.8** Time of arrival at Consultant's facility.
- **6.1.9** Overtime hours, if any.
- **6.1.10** Appropriate Specification and or Test Method as defined in Project Documents.
- **6.1.11** Signature of Engineer reviewing the report.

6.2 Reports shall contain hours of service for each visit to the Harris County Project, including Specimen Pickup.

6.3 All reports must be received by Harris County and uploaded into their respective folder via the internet-based system(s) utilized within 7 calendar days of the original date of service or completion of required laboratory tests.

6.4 Final reports presenting strength test results shall be sent to Harris County within three (3) business days following the test date.

6.5 Failing laboratory test results must be reported to Harris County by telephone and by email within one business day of the date of the failing test.

7 COMPENSATION AND INVOICING

7.1 Compensation of Consultant for personnel performing sampling, testing, inspection, and traffic control services shall be as stated in the Fee Schedule and shall include reasonable travel time, as agreed upon by Harris County and Consultant prior to project commencement and based on Google Maps at the time of proposed travel. The compensation will be based on a portal-to-portal basis between the Consultant's facility and the Harris County Project or other Project-related locations.

7.2 Fees for services are inclusive of all tools, equipment, and consumable supplies needed to perform the subject services, except for coring or as specifically noted in the attachment.

7.3 Fees for services performed on an hourly basis shall be recorded to the nearest ¼ (0.25) hour and will be compensated at the applicable rate.

7.4 Overtime for field services is applicable for any hours worked before 6:00 a.m. or after 6:00 p.m., Monday through Friday, and any hours worked on Saturday, Sunday, or a holiday or over 8 hours per day. The overtime rate is 1.5 times the standard rate. Harris County will compensate the Consultant for weekend or after-hours work for CSS, concrete compression tests, etc.

7.5 A minimum charge of four (4) hours for field technician, vehicle, and equipment (where charged on an hourly rate) shall apply to each visit to the Project site or an authorized off-site location for sampling, observation, inspection, or testing as outlined in the Fee Schedule. The maximum Vehicle Charge shall be eight (8) hours at the rate outlined in the Fee Schedule.

7.6 All hourly services invoiced shall be accompanied by the Consultant representative's signed time sheet, including the name and classification of the individual. Hourly services shall be invoiced to the nearest ¼ (0.25) hour.

7.7 A minimum of 30-minute lunch shall be taken for continuous work of more than eight (8) hours on Harris County Projects.

7.8 If a technician has departed for the Project, prior to receipt of a cancellation notice, the Consultant shall be compensated at the applicable technician rate for the time required to and from the Consultant's facility plus the applicable Vehicle Charge. A two (2) hour minimum shall apply.

7.9 If a technician/inspector is assigned to more than one Harris County Project in one day, his or her actual time on both Projects shall be charged (i.e., no minimum charge for both Projects), provided the total time exceeds four (4) hours. All hours invoiced must be supported by copies of reports and a signed timesheet or daily activity report sheets, which contain the name of the personnel, and their certification, and shall be signed by an HCED inspector.

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7.10 Consultant may be reimbursed by Harris County for services of a qualified subcontractor or consultant, authorized in advance by Harris County, at cost plus 10%.

7.11 Reproduction charges shall be compensated at current commercial rates.

7.12 All reimbursable expenses of the Consultant shall be supported by documentation acceptable to Harris County. Reimbursable such as photographs, reproduction material, delivery, background checks, safety training/orientation, traffic control, parking, and badging, etc., shall be invoiced and reimbursed at cost + 10%. Receipts for reimbursable expenses must be submitted with the Consultant's invoice for the reimbursable expense. Harris County shall not reimburse the Consultant's unsupported reimbursable expenses.

7.13 For preparation, input, reproduction, mail-out distribution, and filing of Reports by the Consultant's Administrative / Clerical Support Staff, Harris County will compensate the Consultant at the Administrative Assistant and Clerical Support rate for ½ (0.5) hour for each report issued. Administrative / Clerical Support Staff will be allowed only once for each report. This rate will apply only to the initial issuance of a report and does not apply to updated or revised reports which may include additional data on a report such as additional compressive strength tests on concrete cylinder and CSS molded specimen reports.

Harris County Fee Schedule
Geotechnical Engineering and Construction Materials Engineering Services
Labor and Unit Rates
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Categories	Code	Description	Standard	Unit	Rate
Labor Rates	10100	Principal, P.E.		Hr.	266
Labor Rates	10200	Senior Engineer, P.E. (10 yrs experience)		Hr.	218
Labor Rates	10300	Project Engineer, P.E. or Project Geologist, P.G.		Hr.	176
Labor Rates	10400	Graduate Engineer, Graduate Geologist or Project Manager		Hr.	122
Labor Rates	10500	Technician, NICET IV		Hr.	112
Labor Rates	10600	Technician, NICET III, HMA – II		Hr.	107
Labor Rates	10700	Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102		Hr.	96
Labor Rates	10750	Technician, ACI Field Grade I and TxDOT Soil SB –102		Hr.	83
Labor Rates	10800	Technician, ACI Field Grade I, TxDOT Soil SB – 101, or SB-102 or HMA – 1B		Hr.	69
Labor Rates	10900	Technician (Non-Certified)		Hr.	59
Labor Rates	11000	Senior Certified Welding Inspector, SCWI or Non Destructive Tester, ACCP Level III		Hr.	138
Labor Rates	11100	Welding Inspector, CWI or Non Destructive Tester, ACCP II		Hr.	122
Labor Rates	11200	Associate Welding Inspector CAWI		Hr.	80
Labor Rates	11400	Non Destructive Tester, ACCP II with Assistant (2 man crew)		Hr.	181
Labor Rates	11500	Administrative Assistant and Clerical Support		Hr.	75
Labor Rates	15000	Vehicle Charge		Hr.	13
Labor Rates	15100	Reimbursable Expenses			Cost+10%
Labor Rates	15200	Services provided by quotation			Cost+10%
Aggregates	20100	Sieve Analysis – Coarse Aggregates	C136	Ea.	66
Aggregates	20200	Sieve Analysis – Fine Aggregates	C136	Ea.	66
Aggregates	20300	Rel. Density & Absorption – Coarse Aggregates	C127	Ea.	98
Aggregates	20400	Rel. Density & Absorption – Fine Aggregates	C128	Ea.	119
Aggregates	20500	Bulk Density & Voids in Aggregate	C29	Ea.	46
Aggregates	20600	Absorption – Coarse Aggregates	C127	Ea.	54
Aggregates	20700	Absorption – Fine Aggregates	C128	Ea.	54
Aggregates	20800	Finer Than 75-um (No. 200) Sieve	C117	Ea.	60
Aggregates	20900	Organic Impurities in Fine Aggregates	C40	Ea.	59
Aggregates	21000	LA Abrasion (Fine and Coarse Aggregate)	C131/535	Ea.	251
Aggregates	21100	Clay Lumps and Friable Particles	C142	Ea.	67
Aggregates	21200	Lightweight Particles	C123	Ea.	320
Aggregates	21300	Sand Equivalent	D2419	Ea.	79
Aggregates	21400	Na/Mg Sulfate Soundness of Aggregates (5 Cycles)	C88	Ea.	426
Aggregates	21500	Na/Mg Sulfate Soundness of Aggregates (add'l Cycles)	C88	Ea.	246

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Categories	Code	Description	Standard	Unit	Rate
Portland Cement Concrete	30050	Mix Design Review	None	Ea.	533
Portland Cement Concrete	30100	Compressive Str. Cylinder	C39	Ea.	21
Portland Cement Concrete	30200	Flexural Str. Beam	C78	Ea.	33
Portland Cement Concrete	30300	Split Tensile Str.(Incl prep)	C496	Ea.	132
Portland Cement Concrete	30400	Time of Set by Penetration	C403	Ea.	409
Portland Cement Concrete	30500	Linear Shrinkage & Thermal Coef (Bar)	C531	Set 3	395
Portland Cement Concrete	30600	Length Change of Hydraulic-Cement Mortar and Concrete	C490/C157	Set 3	156
Portland Cement Concrete	30700	Density of Structural Lightweight Concrete	C567	Ea	98
Portland Cement Concrete	30800	Concrete Coring, Minimum Charge	C42	Min	639
Portland Cement Concrete	30900	Concrete Coring (4" Diameterto 6" Thickness)	C42	Ea.	127
Portland Cement Concrete	31000	Concrete Coring, 4", Additional Thickness (Over 6" to 12")	C42	In	12
Portland Cement Concrete	31100	Concrete Coring, Additional Thickness (Over 12")	C42	In	15
Portland Cement Concrete	31110	Concrete Coring (6" Diameter to 6" Thickness)	C42	Ea.	192
Portland Cement Concrete	31112	Concrete Coring, 6", Additional Thickness (Over 6" to 12")	C42	In	18
Portland Cement Concrete	31113	Concrete Coring, 6", Additional Thickness (Over 12")	C42	In	24
Portland Cement Concrete	31200	Preparation of Core, Cap & Test	C42	Ea.	95
Portland Cement Concrete	31300	Measuring Length of Core	C174	Ea.	34
Portland Cement Concrete	31400	Pachometer Survey (Magnetic Induction)	None	Day	116
Portland Cement Concrete	31500	Probe Penetration Test Equipement (Plus Probes)	C803	Day	111
HMAC	40100	Mix Design Review	None	Ea.	533
HMAC	40200	HMAC Design (In-Place)	None	Ea.	2780
HMAC	40300	Trial Batch (Up to 5 Points) Excludes Testing	None	Ea.	1966
HMAC	40400	Additional Points	None	Ea.	283
HMAC	40500	Extraction/Gradation	Tex-210F	Ea.	245
HMAC	40600	Specific Gravity	D2041 &Tex-201F	Ea.	87
HMAC	40700	HVEEM Stability	Tex-208F	Set	115
HMAC	40800	Bulk Density – Lab Molded or Cores	Tex-207F	Set	65
HMAC	40900	Bulk Density Core	Tex-207F	Ea.	62
HMAC	41000	Molding Specimens	Tex-206F	Set	77
HMAC	41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea.	110
HMAC	41200	Apparent Specific Gravity	Tex-202F	Ea.	82
HMAC	41300	Abson Recovery	Tex-211F	Ea.	394
HMAC	41400	Moisture Susceptibility	Tex-531C	Ea.	573

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Categories	Code	Description	Standard	Unit	Rate
HMAC	41500	Penetration	D5	Ea.	104
HMAC	41600	Ductility	D113	Ea.	138
HMAC	41700	Viscocity	D2170	Ea.	115
HMAC	41800	Asphalt Coring, Minimum Charge	None	Min.	639
HMAC	41900	Asphalt Coring (4"Dia. to 6" Thickness)	None	Ea	113
HMAC	42000	Asphalt Coring (4"Dia. over 6" Thickness)	None	In	11
HMAC	42150	Asphalt Coring (6"Dia. to 6" Thickness)	None	Ea.	180
HMAC	42160	Asphalt Coring (6"Dia. over 6" Thickness)	None	In	16
HMAC	42200	Measuring Thickness of Asphalt	D3549	Ea.	27
HMAC	42300	PMA Extraction/Gradation	D2172	Ea.	328
HMAC	42400	PMA Extraction/Gradation	D6307	Ea.	203
HMAC	42500	Asphalt Content	D4125	Ea.	104
HMAC	42600	Molding Superpave Specimens	Tex-241-F	Set	565
HMAC	42700	Hamburg Wheel	Tex-242-F	Ea.	1130
Structural Steel	50100	Radiographic Source, Iridium	None	Day	148
Structural Steel	50200	Radiographic Source, Cobalt 60	None	Day	171
Structural Steel	50300	Ultrasonic Equipment	E114/E273/E587/E797	Day	110
Structural Steel	50400	Magnetic Particle Inspection	E709	Day	44
Structural Steel	50500	Skidmore-Wilhelm Tension Indicator	None	Day	174
Structural Steel	50600	Torque Wrench	None	Day	64
Structural Steel	50700	Discontinuity (Holiday) Equipment	None	Day	115
Structural Steel	50800	Dry Film Thickness Equipment (Tooke Gauge)	D4138	Day	44
Structural Steel	50900	Dry Film Thickness Equipment (Magnetic)	D7091	Day	44
Masonry	60100	Compressive Strength, Mortar Cubes	C109	Set 6	169
Masonry	60200	Compressive Strength, Mortar Cubes	C109	Ea.	28
Masonry	60300	Compressive Strength, Mortar or Grout Cylinder	C780/C39	Ea.	28
Masonry	60400	Compressive Strength, Grout Prism	C1019	Set 3	180
Masonry	60500	Measurement, Brick	C67	Ea.	71
Masonry	60600	Compressive Strength Test, Brick	C67	Ea.	40
Masonry	60700	Flexural Strength Test, Brick	C67	Ea.	55
Masonry	60800	Absorption of Brick, 24 hr.	C67	Ea.	87
Masonry	60900	Absorption of Brick, 5 hr.	C67	Ea.	86
Masonry	61000	Measurement, CMU	C140	Ea.	37

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Categories	Code	Description	Standard	Unit	Rate
Masonry	61100	Weight, CMU	C140	Ea.	104
Masonry	61200	Moisture Content, CMU	C140	Ea.	104
Masonry	61300	Compressive Strength, CMU	C140	Ea.	170
Masonry	61400	Compressive Strength, CMU Hollow Prism	C1314	Ea.	226
Masonry	61500	Compressive Strength, CMU Grouted Prism	C1314	Ea.	339
Fireproofing	70100	Density of SFRM	E605	Ea.	46
Fireproofing	70200	Cohesion/Adhesion of SFRM (Equipment only)	E736	Ea.	35
Roofing	80400	Compressive Strength of Ltwt. Insulating Concrete	C495	Set 4	146
Roofing	80500	Compressive Strength of Ltwt. Insulating Concrete	C495	Ea.	38
Roofing	80600	Unit Weight of Ltwt. Insul. Concrete	C495	Set 2	66
Soils	90100	Liquid and Plastic Limits	D4318	Ea.	76
Soils	90200	Moisture Content of Soils by Mass	D2216	Ea.	12
Soils	90300	Moisture Content by Microwave	D4643	Ea.	38
Soils	90400	Sieve Analysis	D422	Ea.	69
Soils	90500	Sieve Analysis w/ Hydrometer	D422/D7928	Ea.	164
Soils	90600	Percent Passing #200 Sieve	D1140	Ea.	59
Soils	90700	Specific Gravity	D854	Ea.	71
Soils	90800	pH of Soils	D4972	Ea.	21
Soils	90900	Unconfined Compressive Strength	D2166	Ea.	54
Soils	91100	Unconsolidated-undrained Triaxial Compression	D2850	Ea.	77
Soils	91200	One-Dimension Consolidation	D2435	Ea.	479
Soils	91300	Consolidation, Additional Increment	D2435	Ea.	62
Soils	91400	Dispersive Characteristic by Pinhole Test	D4647	Ea.	345
Soils	91500	Dispersive Characteristic by Crumb Test	D6572	Ea.	46
Soils	91600	Double Hydrometer	D4221	Ea.	266
Soils	91700	Soil Suction – Filter Paper	None	Ea.	69
Soils	91900	California Bearing Ratio	D1883	Ea.	259
Soils	92000	Soil Shrinkage Factors by Mercury Method	D427	Ea.	77
Soils	92100	Soil Shrinkage Factors by Wax Method	D4943	Ea.	97
Soils	92200	One-Dimensional Swell, Cohesive Soil	D4546	Ea.	373
Soils	92300	OMD Standard Compaction	D698	Ea.	246
Soils	92400	OMD Modified Compaction	D1557	Ea.	263
Soils	92500	Max. & Min. Density – Sand	D4253/D4254	Ea.	320

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Categories	Code	Description	Standard	Unit	Rate
Soils	92600	Percent Solids in Lime Slurry	None	Ea.	52
Soils	92700	Optimum Lime Content – pH Method	D6276	Ea.	283
Soils	92800	Optimum Lime Content – PI Method	None	Ea.	292
Soils	94100	Cement Sand Compressive Strength	D1633	Ea.	86
Soils	94200	Cement Content of Soil-Cement	D806	Ea.	377
Soils	94300	Sieve Analysis - Base Material	C136	Ea.	115
Soils	94400	Compressive Strength Treated Base	Tex-120E	Ea.	311
Soils	94500	OMD Standard Compaction, Treated	D698	Ea.	273
Soils	94600	OMD Modified Compaction, Treated	D1557	Ea.	289
Soils	95100	Nuclear Density Gauge	D6938	Hr.	13
Slip-Lining and Manhole Repair	100200	Coring and Strength of Gunite Panel	C42/C39	Core	147
Subsurface Exploration(Geotechnical	110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	None	Ft	24
Subsurface Exploration(Geotechnical	110020	Soil Boring, Intermittent 3-in. dia. (50' to 100')	None	Ft	27
Subsurface Exploration(Geotechnical	110030	Soil Boring, Continuous 3-in. (0 to 20')	None	Ft	27
Subsurface Exploration(Geotechnical	110031	Soil Boring, Continuous 3-in. (20' to 50')	None	Ft	32
Subsurface Exploration(Geotechnical	110032	Soil Boring, Continuous 3-in. (50' to 100')	None	Ft	45
Subsurface Exploration(Geotechnical	110040	Soil Boring over 100' (Surcharge)	None	Ft	12
Subsurface Exploration(Geotechnical	110050	Wash Boring	None	Ft.	15
Subsurface Exploration(Geotechnical	111060	Auger Boring	None	Ft.	14
Subsurface Exploration(Geotechnical	110070	Undisturbed/Split-Spoon in Wash/Auger	None	Ea.	48
Subsurface Exploration(Geotechnical	110071	Piezometer Installation	None	Ft.	26
Subsurface Exploration(Geotechnical	110072	Piezometer Abandonment	None	Ft.	21
Subsurface Exploration(Geotechnical	110080	Grouting of Completed Boring	None	Ft.	13
Subsurface Exploration(Geotechnical	110090	ATV Surcharge	None	Ft.	11
Subsurface Exploration(Geotechnical	110100	Minimum Charge for the Exploration (to be used if charges are less than $1000.00)	None	LS	1065
Subsurface Exploration(Geotechnical	110110	Mobilization/Demobilization	None	LS	746
Subsurface Exploration(Geotechnical	110120	TDH Cone Penetration Test	None	Ea.	33
Subsurface Exploration(Geotechnical	110130	ATV Mobilization Surcharge	None	LS	266
Subsurface Exploration(Geotechnical	110140	Portable Drilling Rig Operation (Crew of two)	None	Hr	320
Subsurface Exploration(Geotechnical	110150	Standby (Crew of two)	None	Hr	320
Subsurface Exploration(Geotechnical	110160	Daily Mobilization (Crew)	None	Day	565

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND AVILES ENGINEERING CORPORATION

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that:

1. The procurement of professional services under the Agreement is hereby exempt, pursuant to Section 262.024, Local Gov't Code, from competitive requirements.

2. The Agreement is granted and the County Judge of Harris County or her designee is authorized to execute an Agreement for Professional Services (Materials Engineering and Testing Services) with Aviles Engineering Corporation, to provide materials engineering and testing services in support of maintenance construction projects within the District, with an initial Purchase Order of $100.00, for a maximum sum of $112,500.00 being subject to the issuance of purchase orders for such services and the certification of the availability of additional funds by the County Auditor. The Agreement is attached hereto and made a part hereof for all purposes.

3. All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this order.