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AGREEMENT FOR ENGINEERING 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 DAE & Associates, Ltd., a Texas limited partnership, doing business in Texas as **Geotech Engineering and Testing,** hereinafter called "Engineer."

WITNESSETH

WHEREAS, the District intends to perform major maintenance of Cypress Creek and tributaries Batch 3 on HCFCD Unit K100-00-00; and

WHEREAS, the District requires materials engineering and testing services in support of these construction projects; and

WHEREAS, the Engineer represents that it is capable and qualified to perform the various services that may be required.

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

SECTION I

SCOPE OF AGREEMENT

The Engineer agrees to perform professional materials engineering and testing services in connection with one or more District projects, as stated in the sections to follow, and for rendering such services the District agrees to pay the Engineer compensation, as stated in the sections to follow.

SECTION II

CHARACTER AND EXTENT OF SERVICES

The services to be provided under this Agreement consist of the furnishing of professional materials engineering and testing services for the completion of each District public works project for which services are authorized hereunder. The services furnished shall be completed to the satisfaction of the District. A description of the general scope of services to be performed by the Engineer is set forth in Appendix A, which is attached hereto and made a part hereof by reference for all purposes.

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SECTION III

WORK AUTHORIZATIONS

From time to time during the course of this Agreement, the Executive Director of the District or his designee ("Director") may deliver to the Engineer written authorization for the performance of certain professional materials engineering and testing services with regard to a project, which services the Engineer shall then perform in accordance with this Agreement. The Director may authorize the Engineer to provide all or any of the professional materials engineering and testing services listed in Appendix A.

Performance of the services described in Appendix A shall be undertaken only in accordance with a written work authorization from the Director. Work authorizations may be amended by the Director. The Engineer will obtain prior written authorization of the Director if it appears that service costs could exceed the cost estimate on the work authorization. The Engineer shall stop all work until written authorization is obtained.

The District shall have no obligation to pay compensation or reimbursement for any service or expense in excess of the amount budgeted for the same in its written authorization, except to the extent the budget for such service is increased and continuation of such service is approved by further written authorization from the Director.

SECTION IV

TIME FOR PERFORMANCE

The Engineer agrees to begin the performance of its services upon receipt of the first work authorization from the Director, and to continue until all work authorizations have been completed. Commencement of individual work requirements and completion dates shall be established by each work authorization issued.

SECTION V

THE ENGINEER'S COMPENSATION

For and in consideration of the services rendered by the Engineer, the District shall pay the Engineer a fee based upon the billing rates shown in Appendix B. The rates shown in Appendix B shall include all normal expenses of the Engineer's business, including reasonable mailing and delivery charges, blueline and photocopies, normal telephone costs, computer time on in-house computers and graphics systems, and other normal miscellaneous expenses, and shall be subject to the following maximum limits and conditions, which shall supersede any conflicting provisions of Appendix B:

1. If the Engineer intends to use subcontractors, the Engineer shall submit to the District a list of subcontractors for approval by the Director before the subcontractor's services are used. The Engineer shall also consult with the District to ensure compliance with applicable competitive bidding laws. The Engineer may be reimbursed invoice cost plus ten percent (10%) for services performed by a subcontractor only where there is written authorization in advance from the Director for such services.

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2. The rates listed in Appendix B shall, subject to the provisions of this section, remain in effect for all services under this Agreement, regardless of when performed.

3. The District will not be responsible for and shall not pay any charges for facsimile ("Fax") transmissions, overtime, or for processing invoices, except as specifically authorized in writing by the Director prior to their being incurred.

SECTION VI

TIME OF PAYMENT

From time to time during the performance of services hereunder, but in no case more often than once per month, 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, setting forth the services completed and the compensation due for the same, which have not been previously billed or paid. All hourly charges shall be itemized on the basis of the hourly rates and shall be certified by the Engineer to be true and correct. The District shall review each statement and approve it, with such modifications as may be appropriate. The District shall pay each statement approved within thirty (30) days after approval of the same, 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.

Time sheets corroborating the information provided in the statement, signed by individuals performing services hereunder, the date or dates that he or she performed such 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 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 of the District.

SECTION VII

TERMINATION

The Director 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. 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 pay the Engineer that proportion of the total fee that the services actually performed under this Agreement bear to the total services called for hereunder, less such payments on account of the charges as have been previously made. Copies of all complete or partially complete designs, plans, specifications, and other documents prepared under this Agreement shall be delivered to the District when and if the Agreement is terminated.

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SECTION VIII

NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Engineer at the following address:

Geotech Engineering & Testing
17407 US Highway 59 North
Houston, Texas 77396
Attention: David Eastwood, P.E.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

SECTION IX

LIMIT OF APPROPRIATION

The Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of $163,568.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement and that the total maximum compensation the Engineer may become entitled to hereunder and the total maximum sum the District shall become liable to pay to the Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this section and certified as available therefor by the County Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent.

SECTION X

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 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 that may be a party hereto.

SECTION XI

PUBLIC CONTACT

The Engineer shall under no circumstances release any material or information developed in the performance of services hereunder without the prior express written permission of the Director. Contact with the news media, private citizens, or community organizations shall be the sole responsibility of the District. Inquiries concerning this Agreement or any project for which the Engineer performs services hereunder shall be referred to the Director.

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SECTION XII

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 he 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.

SECTION XIII

LICENSE REQUIREMENTS

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

SECTION XIV

CERTIFICATE OF INTERESTED PARTIES

In compliance with Government Code § 2252.908, the Engineer 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.

SECTION XV

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.

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SECTION XVI

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.

SECTION XVII

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.hctx.net.

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.

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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.

SECTION XVIII

OWNERSHIP OF PLANS, COPYRIGHT

The District shall be the absolute and unqualified owner of any information, Mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, programs, 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, for the purposes of assigning copyright ownership, 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 the District, of any and all such information, Mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, programs, 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, Mylar reproducibles, plans, preliminary layouts, sketches, reports, cost estimates, programs, inventions, software, firmware, designs, computer applications, and other documents and materials, including source codes therefor, prepared pursuant to this Agreement, also shall 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

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for any other client without the express written permission of the Director of the District. The Engineer does not intend or represent that construction plans 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 by virtue of termination under Section VII above, the Engineer shall not be held accountable or responsible for the completeness of any document so produced.

SECTION XIX

INDEPENDENT CONTRACTOR

Notwithstanding any provision of this Agreement to the contrary, the Engineer shall at all times act as an independent contractor, and not as an employee of the District, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

SECTION XX

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

DocuSigned by:
Mitzi Turner
27D876F21B1047A...

By_____
MITZI TURNER
Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL DISTRICT

By_____
LINA HIDALGO
County Judge

ATTEST:

DocuSigned by:
Fred Zandi
DFBB3743D2D74AF...

Fred Zandi
Name

CME Dept. Manager
Title

DAE & ASSOCIATES, LTD. DBA
GEOTECH ENGINEERING AND TESTING

DocuSigned by:
David Eastwood
DFBB3743D2D74AF...

David Eastwood
Name

Principal Engineer
Title

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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. 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.

4. 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.

5. The Engineer or any approved subcontractor shall have current American Association for Laboratory Accreditation (A2LA) Certification for any ASTM Testing required by this Agreement.

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 five 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 the remaining sample 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.

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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.

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APPENDIX B

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REVISIONS TO 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."

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I.P

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

Vote of the Court:

	Yes	No	Abstain
Judge Hidalgo	☒	☐	☐
Comm. Ellis	☒	☐	☐
Comm. A. Garcia	☒	☐	☐
Comm. Radack	☒	☐	☐
Comm. Cagle	☒	☐	☐

December 4, 2019

Honorable County Judge
& Commissioners

SUBJECT: Recommendation by the County Engineer that Commissioners Court Adopt an Updated Rate Schedule for Construction Materials Engineering and Testing Effective January 1, 2020 to Replace and Supersede the Version Approved on November 12, 2019

Dear Court Members:

It is recommended that Commissioners Court adopt the updated rate schedule for Construction Materials Engineering and Testing, effective January 1, 2020. This revision includes additional line items for Hot Mix Asphaltic Concrete testing not previously included on the version approved on November 12, 2019.

Sincerely,

John R. Blount, P.E
County Engineer

CR/ja/krw

Presented to Commissioners Court

DEC 17 2019
APPROVE E/G
Recorded Vol____ Page____

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Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2020

Labor Rates

Code	Description	Unit	Current Fee
10100	Principal, P.E.	Hr.	$250.00
10200	Senior Engineer, P.E. (10 yrs experience)	Hr.	$205.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	$165.00
10400	Graduate Engineer, Graduate Geologist or Project Manager	Hr.	$115.00
10500	Technician, NICET IV	Hr.	$105.00
10600	Technician, NICET III, HMA – II	Hr.	$100.00
10700	Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102	Hr.	$90.00
10750	Technician, ACI Field Grade I and TxDOT Soil SB – 102	Hr.	$78.00
10800	Technician, ACI Field Grade I, TxDOT Soil SB – 101, or SB-102 or HMA – 1B	Hr.	$65.00
10900	Technician (Non-Certified)	Hr.	$55.00
11000	Senior Certified Welding Inspector, SCWI or Non Destructive Tester, ACCP Level III	Hr.	$130.00
11100	Welding Inspector, CWI or Non Destructive Tester, ACCP II	Hr.	$115.00
11200	Associate Welding Inspector CAWI	Hr.	$75.00
11400	Non Destructive Tester, ACCP II with Assistant (2 man crew)	Hr.	$170.00
11500	Administrative Assistant and Clerical Support	Hr.	$70.00
15000	Vehicle Charge	Hr.	$12.00
15100	Reimbursable Expenses	Cost	+10%
15200	Services provided by quotation	Cost	+ 10%

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Harris County Fee Schedule
Construction Materials Engineering Services
Labor and Unit Rates
Effective: January 1, 2020

Aggregates

Code	Description	Standard	Unit	Current Fee
20100	Sieve Analysis – Coarse Aggregates	C136	Ea.	$62.00
20200	Sieve Analysis – Fine Aggregates	C136	Ea.	$62.00
20300	Rel. Density & Absorption – Coarse Aggregates	C127	Ea.	$92.00
20400	Rel. Density & Absorption – Fine Aggregates	C128	Ea.	$112.00
20500	Bulk Density & Voids in Aggregate	C29	Ea.	$43.00
20600	Absorption – Coarse Aggregates	C127	Ea.	$51.00
20700	Absorption – Fine Aggregates	C128	Ea.	$51.00
20800	Finer Than 75-um (No. 200) Sieve	C117	Ea.	$56.00
20900	Organic Impurities in Fine Aggregates	C40	Ea.	$55.00
21000	L.A Abrasion (Fine and Coarse Aggregate)	C131/535	Ea.	$236.00
21100	Clay Lumps and Friable Particles	C142	Ea.	$63.00
21200	Lightweight Particles	C123	Ea.	$300.00
21300	Sand Equivalent	D2419	Ea.	$74.00
21400	Na/Mg Sulfate Soundness of Aggregates (5 Cycles)	C88	Ea.	$400.00
21500	Na/Mg Sulfate Soundness of Aggregates (add'l Cycles)	C88	Ea.	$231.00

Harris County Fee Schedule
Construction Materials Engineering Services
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Portland Cement Concrete

Code	Description	Standard	Unit	Current Fee
30050	Mix Design Review	None	Ea.	$500.00
30100	Compressive Str. Cylinder	C39	Ea.	$20.00
30200	Flexural Str. Beam	C78	Ea.	$31.00
30300	Split Tensile Str. (Incl. Prep)	C496	Ea.	$124.00
30400	Time of Set by Penetration	C403	Ea.	$362.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C531	Set 3	$371.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C490/ C157	Set 3	$132.00
30700	Density of Structural Lightweight Concrete	C567	Ea.	$92.00
30800	Concrete Coring, Minimum Charge	C42	Min	$600.00
30900	Concrete Coring (4” Diameter to 6” Thickness)	C42	Ea.	$119.00
31000	Concrete Coring, Additional Thickness (Over 6” to 12”)	C42	In	$11.00
31100	Concrete Coring, Additional Thickness (Over 12”)	C42	In	$14.00
31110	Concrete Coring (6” Diameter to 6” Thickness)	C42	Ea.	$170.00
31112	Concrete Coring 6” Additional Thickness (Over 6” to 12”)	C42	In	$16.00
31113	Concrete Coring 6” Additional Thickness (Over 12”)	C42	In	$21.00
31200	Preparation of Core, Cap & Test	C42	Ea.	$89.00
31300	Measuring Length of Core	C42	Ea.	$30.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	$103.00
31500	Probe Penetration Test Equipment (Plus Probes)	C803	Day	$104.00

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HMAC

Code	Description	Standard	Unit	Current Fee
40100	Mix Design Review	None	Ea.	$500.00
40200	HMAC Design (In-Place)	None	Ea.	$2,460.00
40300	Trial Batch (Up to 5 Points) Excludes Testing	None	Ea.	$1,846.00
40400	Additional Points	None	Ea.	$266.00
40500	Extraction/Gradation	Tex-210F	Ea.	$230.00
40600	Specific Gravity	D2041 & Tex-201F	Ea.	$82.00
40700	HVEEM Stability	Tex-208F	Set	$108.00
40800	Bulk Density – Lab Molded or Cores	Tex-207F	Set	$61.00
40900	Bulk Density Core	Tex-207F	Ea.	$55.00
41000	Molding Specimens	Tex-206F	Set	$72.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea.	$103.00
41200	Apparent Specific Gravity	Tex-202F	Ea.	$77.00
41300	Abson Recovery	Tex-211F	Ea.	$370.00
41400	Moisture Susceptibility	Tex-531C	Ea.	$538.00
41500	Penetration	D5	Ea.	$98.00
41600	Ductility	D113	Ea.	$130.00
41700	Viscocity	D2170	Ea.	$108.00
41800	Asphalt Coring, Minimum Charge	None	Min.	$600.00
41900	Asphalt Coring (4”Dia. to 6” Thickness)	None	Ea	$106.00
42000	Asphalt Coring (4”Dia. over 6” Thickness)	None	In	$10.00
42150	Asphalt Coring (6”Dia. to 6” Thickness)	None	Ea.	$159.00
42160	Asphalt Coring (6”Dia. over 6” Thickness)	None	In	$14.00
42200	Measuring Thickness of Asphalt	D3549	Ea.	$25.00
42300	PMA Extraction/Gradation	D2172	Ea.	$308.00
42400	PMA Extraction/Gradation	D6307	Ea.	$191.00
42500	Asphalt Content	D4125	Ea.	$92.00
42600	Molding Superpave Specimens	Tex-241-F	Set	$500.00
42700	Hamburg Wheel	Tex-242-F	Ea.	$1000.00

Harris County Fee Schedule
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Structural Steel

Code	Description	Standard	Unit	Current Fee
50100	Radiographic Source, Iridium	None	Day	$139.00
50200	Radiographic Source, Cobalt 60	None	Day	$161.00
50300	Ultrasonic Equipment	E114 E273 E587 E797	Day	$103.00
50400	Magnetic Particle Inspection	E709	Day	$39.00
50500	Skidmore-Wilhelm Tension Indicator	None	Day	$154.00
50600	Torque Wrench	None	Day	$57.00
50700	Discontinuity (Holiday) Equipment	None	Day	$108.00
50800	Dry Film Thickness Equipment (Tooke Gauge)	D4138	Day	$39.00
50900	Dry Film Thickness Equipment (Magnetic)	D7091	Day	$39.00

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Harris County Fee Schedule
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Masonry

Code	Description	Standard	Unit	Current Fee
60100	Compressive Strength, Mortar Cubes	C109	Set 6	$159.00
60200	Compressive Strength, Mortar Cubes	C109	Ea.	$26.00
60300	Compressive Strength, Mortar or Grout Cylinder	C780/C39	Ea.	$26.00
60400	Compressive Strength, Grout Prism	C1019	Set 3	$159.00
60500	Measurement, Brick	C67	Ea.	$63.00
60600	Compressive Strength Test, Brick	C67	Ea.	$38.00
60700	Flexural Strength Test, Brick	C67	Ea.	$49.00
60800	Absorption of Brick, 24 hr.	C67	Ea.	$82.00
60900	Absorption of Brick, 5 hr.	C67	Ea.	$81.00
61000	Measurement, CMU	C140	Ea.	$33.00
61100	Weight, CMU	C140	Ea.	$92.00
61200	Moisture Content, CMU	C140	Ea.	$92.00
61300	Compressive Strength, CMU	C140	Ea.	$150.00
61400	Compressive Strength, CMU Hollow Prism	C1314	Ea.	$200.00
61500	Compressive Strength, CMU Grouted Prism	C1314	Ea.	$300.00

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Harris County Fee Schedule
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Fireproofing

Code	Description	Standard	Unit	Current Fee
70100	**Density of SFRM**	**E605**	**Ea.**	**$43.00**
70200	**Cohesion/Adhesion of SFRM (Equipment only)**	**E736**	**Ea.**	**$33.00**

Harris County Fee Schedule
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Roofing

Code	Description	Standard	Unit	Current Fee
80400	Compressive Strength of Ltwt. Insulating Concrete	C495	Set 4	$129.00
80500	Compressive Strength of Ltwt. Insulating Concrete	C495	Ea.	$34.00
80600	Unit Weight of Ltwt. Insul. Concrete	C495	Set 2	$58.00

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Harris County Fee Schedule
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Soils

Code	Description	Standard	Unit	Current Fee
90100	Liquid and Plastic Limits	D4318	Ea.	$71.00
90200	Moisture Content of Soils by Mass	D2216	Ea.	$11.00
90300	Moisture Content by Microwave	D4643	Ea.	$34.00
90400	Sieve Analysis	D422	Ea.	$65.00
90500	Sieve Analysis w/ Hydrometer	D422 D7928	Ea.	$145.00
90600	Percent Passing #200 Sieve	D1140	Ea.	$55.00
90700	Specific Gravity	D854	Ea.	$67.00
90800	pH of Soils	D4972	Ea.	$20.00
90900	Unconfined Compressive Strength	D2166	Ea.	$51.00
91100	Unconsolidated-undrained Triaxial Compression	D2850	Ea.	$72.00
91200	One-Dimension Consolidation	D2435	Ea.	$450.00
91300	Consolidation, Additional Increment	D2435	Ea.	$58.00
91400	Dispersive Characteristic by Pinhole Test	D4647	Ea.	$324.00
91500	Dispersive Characteristic by Crumb Test	D6572	Ea.	$43.00
91600	Double Hydrometer	D4221	Ea.	$250.00
91700	Soil Suction – Filter Paper	None	Ea.	$65.00
91900	California Bearing Ratio	D1883	Ea.	$243.00
92000	Soil Shrinkage Factors by Mercury Method	D427	Ea.	$72.00
92100	Soil Shrinkage Factors by Wax Method	D4943	Ea.	$86.00
92200	One-Dimensional Swell, Cohesive Soil	D4546	Ea.	$350.00
92300	OMD Standard Compaction	D698	Ea.	$231.00
92400	OMD Modified Compaction	D1557	Ea.	$247.00
92500	Max. & Min. Density – Sand	D4253 D4254	Ea.	$300.00
92600	Percent Solids in Lime Slurry	None	Ea.	$49.00
92700	Optimum Lime Content – pH Method	D6276	Ea.	$266.00
92800	Optimum Lime Content – PI Method	None	Ea.	$274.00
94100	Cement Sand Compressive Strength	D1633	Ea.	$81.00
94200	Cement Content of Soil-Cement	D806	Ea.	$354.00
94300	Sieve Analysis - Base Material	C136	Ea.	$108.00
94400	Compressive Strength Treated Base	Tex-120E	Ea.	$292.00
94500	OMD Standard Compaction, Treated	D698	Ea.	$256.00
94600	OMD Modified Compaction, Treated	D1557	Ea.	$271.00
95100	Nuclear Density Gauge	D6938	Hr.	$12.00

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Harris County Fee Schedule
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Slip-Lining and Manhole Repair

Code	Description	Standard	Unit	Current Fee
100200	**Coring and Strength of Gunite Panel**	**C42/C39**	**Core**	**$137.86**

Harris County Fee Schedule
Construction Materials Engineering Services
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Subsurface Exploration (Geotechnical Drilling)

Code	Description	Standard	Unit	Current Fee
110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	None	Ft	$23.00
110020	Soil Boring, Intermittent 3-in. dia. (50' to 100')	None	Ft	$25.00
110030	Soil Boring, Continuous 3-in. (0 to 20')	None	Ft	$25.00
110031	Soil Boring, Continuous 3-in. (20' to 50')	None	Ft	$30.00
110032	Soil Boring, Continuous 3-in. (50' to 100')	None	Ft	$40.00
110040	Soil Boring over 100' (Surcharge)	None	Ft	$10.00
110050	Wash Boring	None	Ft.	$14.00
111060	Auger Boring	None	Ft.	$13.00
110070	Undisturbed/Split-Spoon in Wash/Auger	None	Ea.	$45.00
110071	Piezometer Installation	None	Ft.	$24.00
110072	Piezometer Abandonment	None	Ft.	$20.00
110080	Grouting of Completed Boring	None	Ft.	$12.00
110090	ATV Surcharge	None	Ft.	$10.00
110100	Minimum Charge for the Exploration (to be used if charges are less than $1000.00)	None	LS	$1000.00
110110	Mobilization/Demobilization	None	LS	$700.00
110120	TDH Cone Penetration Test	None	Ea.	$31.00
110130	ATV Mobilization Surcharge	None	LS	$250.00
110140	Portable Drilling Rig Operation (Crew of two)	None	Hr	$300.00
110150	Standby (Crew of two)	None	Hr	$300.00
110160	Daily Mobilization (Crew)	None	Day	$500.00

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Harris County Fee Schedule "General Notes" 2020

1 GENERAL

1.1 All construction materials engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by Consultants for Harris County 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 cancellation of Consultant's purchase order.

1.4 Harris County may require use of various internet-based software programs (eBuilder, Unifier, Captrac Etc.) to maintain consistent administrative and technical control on its projects through the County.

The Consultant is required to use the software directed for reporting of all reports relating to field sampling, inspection, field and laboratory testing, invoices, submittals, or other items as directed, in accordance with procedures provided by the County.

At no cost to the Consultant, the County will provide system login account(s) and provide training for consultant personnel. The consultant must update with any new or revised information within 24 hours of that information becoming known to Consultant.

2 ENGINEERING SERVICES

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

2.2 All construction materials engineering reports ("Reports") relating to Services performed by the Consultant shall be reviewed and signed by Consultant's Engineer. The Consultants Engineer does not need to sign specimen pick-ups or project cancellation reports.

2.3 For engineering review of services and engineering reports by 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 on revised or updated reports to include additional data on a report such as additional compressive strength test on concrete cylinder and CSS molded specimen reports.

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

2.5 Overtime will not be allowed for any Engineering Service.

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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 pre-fabricated 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 Consultant's certified engineering technicians and invoiced based on the technician's certification level in accordance with the Fee Schedule. Certifications should be through NICET, ACI, TXAPA/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 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. Specimen pick up shall be invoiced based on the technician's certification level but not more than 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 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 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 Consultant for Services for reasonable travel time, with a maximum travel time of one (1) hour travel to the project and maximum travel time of one (1) hour return travel from the project, unless otherwise approved by Harris County, on a portal-to-portal basis between the Consultant's facility and the Harris County Project or other Project - related location.

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4 LABORATORY SERVICES

4.1 Fees for laboratory tests are inclusive of sample preparation unless specifically noted in 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.

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 however, the rate shall not exceed that for a Graduate Engineer.

5.1.2 Geotechnical logging shall be performed by a technician qualified in geotechnical soil sampling and soil classification or a Graduate Engineer or Graduate Geologist. Unless the services of an Engineer or Geologist are approved by Harris County in advance, logging shall be compensated at the NICET Level II technician rate. Costs for logging services shall be in addition to fees for geotechnical drilling and sampling services.

5.1.3 In accordance with Harris County Guidelines for Consultants performing Geotechnical Investigations, unless otherwise required by Harris County, geotechnical borings shall be continuously sampled to a minimum depth of 15' and at 5' intervals below that depth.

5.2 TRAFFIC CONTROL

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

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.

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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.

6.1.11 Signature of Engineer Reviewing 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 within 14 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 fax or 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 to by Harris County, between Consultant's facility and Harris County Project.

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 this Attachment.

7.3 Fees for Services performed on an hourly basis shall be recorded to the nearest 1/4 (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.

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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 Company representative's signed time sheet, including the name and classification of the individual. Hourly services shall be invoiced to the nearest 1/4 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, 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 time-sheet or daily activity report sheets, which contains the name of the personnel and their certification, shall be signed by third-party inspector or Contractor if available.

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 Consultant shall be supported by documentation acceptable to Harris County. Reimbursables 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.

7.13 For preparation, input, reproduction, mail out/distribution and filing of Reports by Consultant's Administrative/Clerical Support Staff, Harris County will compensate the Consultant at the Administrative Assistant and Clerical Support rate for 1/2 (0.5) hour of time 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.

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THE 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 the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND DAE & ASSOCIATES, LTD. DBA GEOTECH ENGINEERING AND TESTING

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
AYES:	Judge Lina Hidalgo	☐	☐	☐
NAYS:	Comm. Rodney Ellis	☐	☐	☐
ABSTENTIONS:	Comm. Adrian Garcia	☐	☐	☐
	Comm. Tom S. Ramsey, P.E.	☐	☐	☐
	Comm. R. Jack Cagle	☐	☐	☐

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:

WHEREAS, the District intends to perform major maintenance of Cypress Creek and tributaries Batch 3 on HCFCD Unit K100-00-00; and

WHEREAS, the District requires materials engineering and testing services in support of these construction projects; and

WHEREAS, the Engineer represents that it is capable and qualified to perform the various services that may be required.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

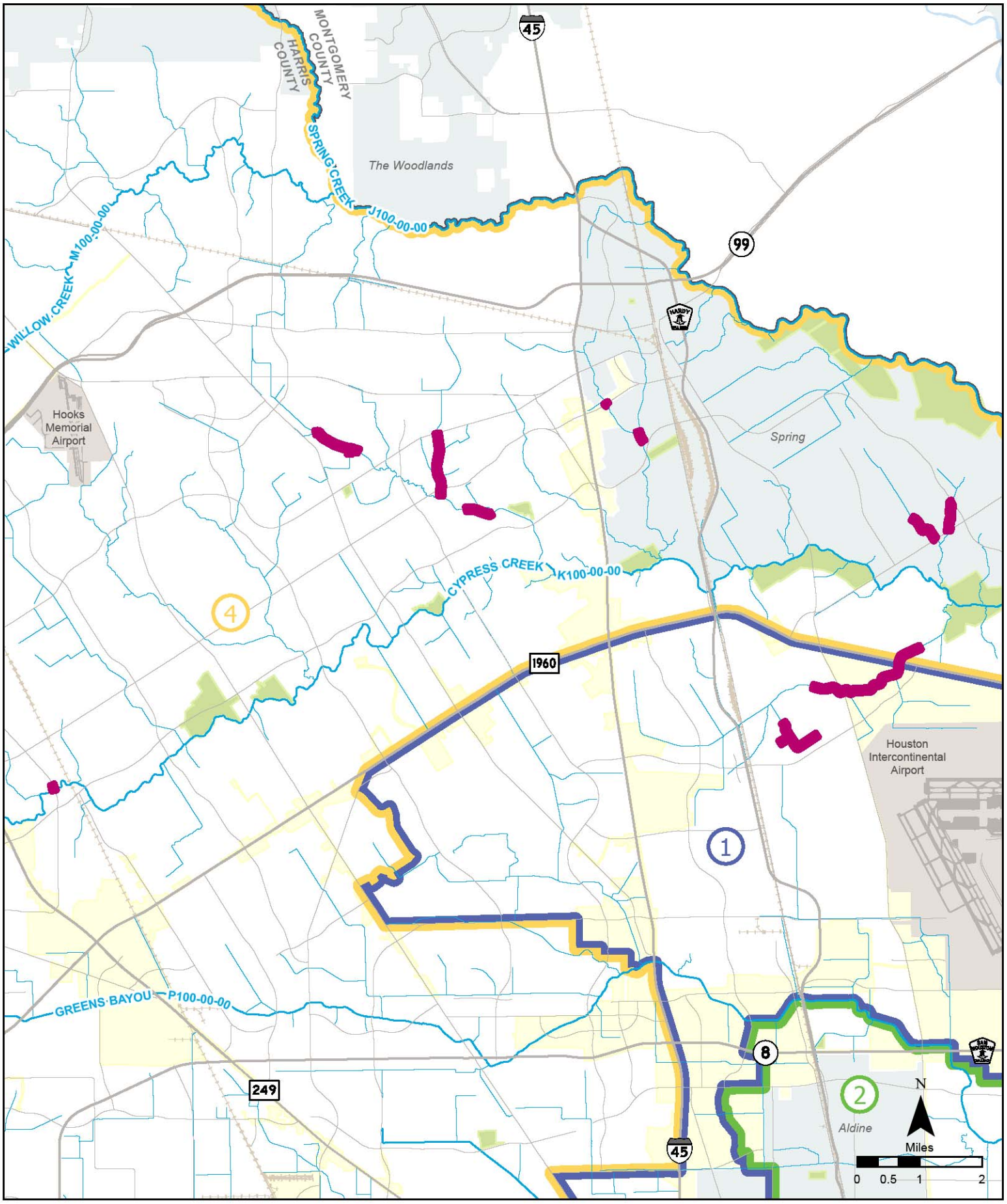
Section 1: The recitals set forth in this order are true and correct.

Section 2: Exemption from the County Purchasing Act under Local Government Code § 262.024 is hereby granted.

Section 3: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Agreement by and

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between the Harris County Flood Control District and DAE & Associates, Ltd., doing business as Geotech Engineering and Testing, to provide materials engineering and testing services, for a fee to be paid by the District of $163,568.00, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.



HARRIS COUNTY FLOOD CONTROL DISTRICT

Project ID: K100-00-00-X087

Watershed: Cypress Creek

Precinct: 1,4

Pct. 1
Pct. 2
Pct. 3
Pct. 4
Map Extent