

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR CONSTRUCTION MATERIALS TESTING**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Geotech Engineering and Testing, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional construction materials testing for the Katy Flewellen Reconstruction Project No. 13316 under the 2013 Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

**Section 1. Scope of Services**

Contractor shall render the professional engineering services as described in Contractor's Proposal No. P20-268, attached hereto as Exhibit A, and incorporated herein for all purposes.

**Section 2. Personnel**

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

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

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

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred ten thousand six hundred eighty-one dollars and no/100 (\$110,681.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred ten thousand six hundred eighty-one dollars and no/100 (\$110,681.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred ten thousand six hundred eighty-one dollars and no/100 (\$110,681.00).

### **Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2022. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

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

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

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

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

### **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

#### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

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

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

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

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

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

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

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

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

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

**Section 10. Insurance**

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

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

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

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

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

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

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

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

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

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

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

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

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

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

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

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 14. Notices**

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

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

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Geotech Engineering and Testing  
17407 US Highway 59 North  
Houston, Texas 77396

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

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

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

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

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

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

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

**Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

**Section 18. Applicable Law**

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

**Section 19. Successors and Assigns**

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

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

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

**Section 23. Captions**

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

**Section 24. Conflict**

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

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

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

GEOTECH ENGINEERING AND TESTING

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

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

\_\_\_\_\_  
Date

DAVID EASTWOOD  
\_\_\_\_\_  
Authorized Agent – Printed Name

ATTEST:

PRINCIPAL  
\_\_\_\_\_  
Title

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

12-4-20  
\_\_\_\_\_  
Date

APPROVED:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

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

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

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# EXHIBIT A



# GEOTECH ENGINEERING and TESTING

Geotechnical • Environmental • Construction Materials • Forensic Engineering

17407 US Highway 59 • Houston, Texas • Tel.: 713-699-4000 • Fax: 713-699-9200 • Website: www.geotecheng.com



ACCREDITED  
CERTIFICATE #0075-01  
#0075-02

By Email Only  
Schaumburg and Polk, Inc.  
11767 Katy Freeway, Ste 900  
Houston, Texas 77079

Proposal P20-268  
October 12, 2020  
Email: mdessens@spi-eng.com

Mr. Mark Dessens, P.E.  
Project Manager

## CONSTRUCTION MATERIALS ENGINEERING PROPOSAL FOR RECONSTRUCTION OF KATY FLEWELLEN ROAD FROM WILLOW TO GASTON ROAD INCLUDING DITCH VA6 PRECINCT 3, FORT BEND COUNTY, TEXAS

Gentlemen:

We are pleased to submit a proposal for the above-mentioned project. The project's plans were reviewed by our firm to plan a construction material testing program that will provide an adequate level of quality control.

### Scope of Work

The general scope of our work for construction materials testing for this project will consist of the following:

- Pickup of soil samples for laboratory testing of backfill and stabilized subgrade soils.
- Proofrolling of subgrade soils prior to stabilization.
- In-place density testing of compacted trench backfill and subgrade soils.
- Field and laboratory testing of concrete for paving, curb, interceptors, and slope paving to evaluate compressive strengths.



### Cost Estimate

We propose to provide our services on a time and materials basis in accordance with the attached Fee Schedule and General Conditions with an estimated cost of \$ 110,681.00. In order to provide the most accurate estimate of the testing and inspection services, the actual construction schedule, contractor's ability, and weather data are necessary. This data is not available to us at this time.

## Company Qualifications

GET participates in a vigorous quality assurance programs with the Cement and Concrete Reference Laboratory (CCRL) and American Association for Laboratory Accreditation (A2LA) to maintain high quality testing services which exceed industry standards. The firm is certified by A2LA under ISO/IEC 17025-17 indicating that we follow worldwide standards.

Our laboratory facilities are well equipped to support requirements for both geotechnical and construction materials testing. All testing and inspections are performed in accordance with ASTM, ACI, TxDOT, AASHTO, and other specialized agency standards such as the U.S. Army Corps of Engineers.

Our insurance coverage includes \$2,000,000 General Liability Insurance, Auto, and Workman's Compensation. In addition, we carry Professional Liability Insurance with errors and omission.

We appreciate the opportunity to submit this proposal. Should you have any questions regarding this proposal or other services we provide, we will be pleased to discuss them with you. Formal acceptance of this proposal can be acknowledged by signing below and returning one copy for our files or incorporating the terms into a subcontract agreement.

Very truly yours,

GEOTECH ENGINEERING AND TESTING



Andrie Fruel, P.E.  
CME Dept. Manager

Enclosures: Cost Estimate  
Fee Schedule D19  
General Conditions



CONSTRUCTION MATERIALS ENGINEERING PROPOSAL FOR RECONSTRUCTION  
OF KATY FLEWELLEN ROAD FROM WILLOW TO GASTON RD INCLUDING DITCH VA6  
PRECINCT 3, FORT BEND COUNTY, TEXAS

Service Description	Unit Rate	Unit Measure	Quantity	Amount
<b>Earthwork and Labwork:</b>				
Technician	\$61.00	hour	174.0	\$10,614.00
Transportation	\$55.00	per trip	29.0	\$1,595.00
OMD, Soil, Standard (ASTM D698)	\$231.00	each	5.0	\$1,155.00
LL(Meth B), PL, -#200 (ASTM D4318)	\$62.00	each	15.0	\$930.00
% Passing No. 200 Sieve (ASTM D1140)	\$48.00	each	15.0	\$720.00
Pct. Solids in Lime Slurry (Tex 600J)	\$49.00	each	44.0	\$2,156.00
Subgrade Stab. Evaluation	\$274.00	each	3.0	\$822.00
OMD, CSS, Standard (ASTM D698)	\$256.00	each	2.0	\$512.00
CSS Comp Strength (ASTM D1633A)	\$81.00	each	8.0	\$648.00
			<b>Subtotal</b>	<b>\$19,152.00</b>
Includes 29 days of site visits to pickup soil samples for lab to determine Liquid Limit, Plastic Limit, percent passing sieve #200, max dry densities, optimum moisture contents, compressive strengths of molded CSS, field gradations, and lime slurry pickups.				
<b>Proofroll and In-Place Densities (ASTM D6938)</b>				
Technician	\$61.00	hour	296.0	\$18,056.00
Technician OT	\$61.00	hour	56.0	\$3,416.00
Nuclear Gauge	\$45.00	per trip	37.0	\$1,665.00
Transportation	\$55.00	per trip	37.0	\$2,035.00
			<b>Subtotal</b>	<b>\$25,172.00</b>
Includes 37 days of site visits to observe proofrolls, test compaction of backfill for roads, and compaction of stabilized subgrade.				
<b>Concrete (Katy Flewellen and Gaston Rd):</b>				
Technician	\$61.00	hour	488.0	\$29,768.00
Technician, OT	\$87.00	hour	82.0	\$7,134.00
Concrete Cyl. Strength (ASTM C31, C39)	\$20.00	each	288.0	\$5,760.00
Transportation	\$55.00	per trip	61.0	\$3,355.00
8" Concrete Coring (ASTM C42)	\$141.00	each	14.0	\$1,974.00
Measuring Length (ASTM C174)	\$30.00	each	14.0	\$420.00
Prep Core, Cap, Test (ASTM C42)	\$89.00	each	14.0	\$1,246.00
			<b>Subtotal</b>	<b>\$49,657.00</b>
Includes 61 days of site visits to to conduct field testing of concrete for paving and curb including pickup of concrete cylinder samples for processing and final curing in moist room.				
<b>Concrete (Ditch #VA6):</b>				
Technician	\$61.00	hour	70.0	\$4,270.00
Concrete Cyl. (ASTM C31, C39)	\$20.00	per trip	24.0	\$480.00
Transportation	\$55.00	per trip	14.0	\$770.00
			<b>Subtotal</b>	<b>\$5,520.00</b>
Includes 16 days of site visits to conduct field testing of concrete for slope paving and interceptors including concrete sample pickups.				
<b>Project Management/Administrative:</b>				
Project Engineer	\$149.00	hour	40.0	\$5,960.00
Engineering Assistant	\$58.00	hour	90.0	\$5,220.00
			<b>Subtotal</b>	<b>\$11,180.00</b>
			<b>Total</b>	<b>\$110,681.00</b>

## GENERAL CONDITIONS

**PAYMENT TERMS** - The entire payment is due upon receipt of our invoice. Any retainers are for the sole purpose of the securing part of the expenses. Upon completion of the project, any overpayment will be issued back to client, including the retainer paid (if applicable). If payment is not received within thirty (30) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, David Eastwood's hourly charges spent on collections, or any other cost incurred in collecting delinquent accounts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 2, located at 101 S. Richey, Suite B, Pasadena, Harris County, Texas 77506. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.

In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.

**INSURANCE** - GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.

**STANDARD OF CARE** - The only warranty or guarantee made by GET in connection with the services requested or performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

**LIMITATION OF LIABILITY** - Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

**SAMPLING OR TESTING LOCATION** - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.

**RIGHT-OF-ENTRY** - Unless otherwise agreed, Client will furnish right-of-entry on the property for GET to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations but have not included in our fee the cost of restoration of damage which may result. If client desires restoration of the property to its former condition, an additional fee will be required and notice of such desire must be provided in writing to GET, prior to our completion of services under this contract.

**DAMAGE TO EXISTING MAN-MADE OBJECTS** - It shall be the responsibility of the Client or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects on the property where the field tests or boring will be performed. GET's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If GET is cautioned, advised, or given data, in writing, revealing the presence or potential presence of underground or overground obstructions, such as utilities, GET will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and hold GET harmless from all claims, suits, losses, personal injury, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to GET in writing, or to reimburse GET for expenses incurred defending any such claims or suits, including reasonable attorneys' fees.

**SAMPLE DISPOSAL AGREEMENT** - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests. Drilling samples or other specimens will be disposed of 14 days after submission of our report. Upon written request, GET will retain test specimens or drilling samples for a specified period of time, to be determined at the time of the writing. An acceptable storage charge will be determined prior to such storage.

**OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory data, calculations and estimates, prepared by GET as instruments of service pursuant to this Agreement, shall be the sole property of GET. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by GET, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of GET. At the request and expense of Client, GET will provide copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

**SAFETY** - Should GET provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by GET is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**SITE VISIT** - Client agrees that GET will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GET will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by GET will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by GET to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that GET is observing placement of all materials. Full-time inspections mean that an employee of GET has been assigned for eight-hour days during regular business hours. Any alteration of plans, including but not limited to; alteration of blueprints, specifications, recommendations, etc. by the Client or a third party, shall relieve GET of all liability for damages incurred, directly or indirectly, from such changes.

**CORPORATE STRUCTURE** – The company is a partnership, DAE and Associates, LTD doing business as Geotech Engineering and Testing. Initial \_\_\_\_\_

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**Professionals**

<b>Code</b>	<b>Description</b>	<b>Unit</b>	<b>Fee</b>
10100	Principal, P.E.	Hr.	\$250.00
10200	Senior Engineer, P.E. (10 yrs experience)	Hr.	176.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	149.00
10400	Graduate Engineer and Graduate Geologist, Project Manager	Hr.	130.00
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 or HMA-1B, NDT II, 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	Hr.	61.00
10900	Technician (Non-Certified)	Hr.	61.00
11000	Senior Welding Inspector, SCWI	Hr.	130.00
11100	Welding Inspector, CWI, ACCP II	Hr.	115.00
11200	Associate Welding Inspector	Hr.	75.00
11500	Engineering Assistant, Clerical	Hr.	58.00
15000	Vehicle Charge	Trip	55.00
15100	Reimbursable Expenses		Cost + 15%
15200	Services provided by quotation		Cost + 15%

**Aggregates**

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
20100	Sieve Analysis - Coarse Aggregates	C 136 - C	Ea	\$62.00
20200	Sieve Analysis - Fine Aggregates	C 136 - F	Ea	62.00
20300	Rel Density & Abs. - Coarse Aggregates	C 127	Ea	92.00
20400	Rel Density & Abs. - Fine Aggregates	C 128	Ea	112.00
20500	Bulk Density & Voids in Aggregate	C 29	Ea	43.00
20600	Absorption - Coarse Aggregates	C 127	Ea	51.00
20700	Absorption - Fine Aggregates	C 128	Ea	51.00
20800	Finer than 75-um (No. 200) Sieve	C 117	Ea	56.00
20900	Organic Impurities in Fine Aggregates	C 40	Ea	55.00
21000	L.A. Abrasion	C 131 / C 535	Ea	236.00
21100	Clay Lumps and Friable Particles	C 142	Ea	63.00
21200	Lightweight Particles	C 123	Ea	300.00
21300	Sand Equivalent	D 2419	Ea	74.00
21400	Na/Mg Sulfate Soundness (5 cycles)	C 88	Ea	400.00
21500	Na/Mg Sulfate Soundness (Add'l cycles)	C 88	Ea	231.00

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**Portland Cement Concrete**

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
30100	Compressive Str. (Cylinder)	C 39	Ea	\$ 20.00
30200	Flexural Str. (Beam)	C 78	Ea	31.00
30300	Split Tensile Str. (Incl prep)	C 496	Ea	124.00
30400	Time of Set by Penetration	C 403	Ea	362.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C 531	Set 3	371.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C 490 & C 157	Set 3	132.00
30700	Density of Structural Ltwt. Concrete	C 567	Ea	92.00
30800	Concrete Coring, Minimum Charge	C 42	Min	600.00
30900	Concrete Coring (4" diameter to 6" Thickness)	C 42	Ea	119.00 <sup>(1)</sup>
31000	Concrete Coring, additional thickness (6" to 12")	C 42	In	11.00 <sup>(1)</sup>
31100	Concrete Coring, additional thickness (Over 12")	C 42	In	14.00 <sup>(1)</sup>
31110	Concrete Coring (6" diameter to 6" Thickness)	C 42	Ea	170.00 <sup>(1)</sup>
31112	Concrete Coring, 6", additional thickness (6" to 12")	C 42	In.	16.00 <sup>(1)</sup>
31113	Concrete Coring, 6", additional thickness (Over 12")	C 42	In	21.00 <sup>(1)</sup>
31200	Preparation of Core, Cap & Test	C 42	Ea	89.00
31300	Measuring Length of Core	C 174	Ea	30.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	103.00
31500	Probe Penetration Test Equipment (plus probes)	C 803	Day	104.00

Note: 1. Plus Technician Time

**Hot Mix Asphalt Concrete (HMAC)**

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
40100	Mix Design Review		Ea	\$ 500.00
40200	HMAC Design (In-Place)		Ea.	2460.00
40300	Trail Batch (up to 5 points)		Ea.	1846.00
40400	Additional Points		Ea	266.00
40500	Extraction/Gradation	Tex-210F	Ea	230.00
40600	Specific Gravity	D 2041 & 201F	Ea	82.00
40700	HVEEM Stability	Tex-208F	Set	108.00
40800	Bulk Density - Lab Molded or Core	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 Recoverv	Tex-211F	Ea	370.00
41400	Moisture Susceptibility	Tex-531C	Ea	538.00
41500	Penetration	D 5	Ea	98.00
41600	Ductility	D 113	Ea	130.00
41700	Viscosity	D 2170	Ea	108.00

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<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
41800	Asphalt Coring, Minimum Charge		Min	\$600.00
41900	Asphalt Coring (4" Dia. to 6" Thickness)		Ea	106.00 <sup>(1)</sup>
42000	Asphalt Coring (4" Dia. over 6" Thickness)		In	10.00 <sup>(1)</sup>
42150	Asphalt Coring (6" Dia. to 6" Thickness)		Ea	159.00 <sup>(1)</sup>
42160	Asphalt Coring, 6" Dia. Over 6" Thickness		In.	14.00 <sup>(1)</sup>
42200	Measuring Thickness of Asphalt	D 3549	Ea	25.00
42300	PMA Extraction/Gradation	D 2172	Ea	308.00
42400	PMA Extraction/Gradation	D 6307	Ea	191.00
42500	Asphalt Content	D 4125	Ea	92.00

Note: 1. Plus Technician Time

**Structural Steel**

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
50100	Radiographic Source, Iridium		Day	Cost+15%
50200	Radiographic Source, Cobalt 60		Day	Cost+15%
50300	Ultrasonic equipment	E 114, E 273, E 587, E 797	Day	Cost+15%
50400	Magnetic Particle Inspection Equipment	E 709	Day	Cost+15%
50500	Skidmore-Wilhelm Tension Indicator		Day	Cost+15%
50600	Torque Wrench Rental		Day	100.00
50700	Discontinuity (Holiday) Equipment		Day	Cost+15%
50800	Dry Film Thickness Equipment (Tooke Gauge)	D 4138	Day	Cost+15%
50900	Dry Film Thickness Equipment (Magnetic)	D 7091	Day	Cost+15%
50910	Rebar Pull Out Testing Equipment Rental	E 488	Day	300.00

**Masonry**

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
60100	Compressive Strength, Mortar Cubs	C 109	Set 6	\$159.00
60200	Compressive Strength, Mortar Cubs	C 109	Ea	26.00
60300	Compressive Strength, Mortar or Grout Cylinders	C 780/C 39	Ea.	26.00
60400	Compressive Strength, Grout Prism	C 1019	Set 3	159.00
60500	Measurement, Brick	C 67	Ea	63.00
60600	Compressive Strength Test, Brick	C 67	Ea.	38.00
60700	Flexural Strength Test, Brick	C 67	Ea.	49.00
60800	Absorption of Brick, 24 hr.	C 67	Ea	82.00
60900	Absorption of Brick, 5 hr.	C 67	Ea	81.00
61000	Measurement, CMU	C 140	Ea	33.00

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<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
61100	Weight, CMU	C 140	Ea	92.00
61200	Moisture Content, CMU	C 140	Ea.	92.00
61300	Compressive Strength, CMU	C 140	Ea.	150.00
61400	Compressive Strength, CMU Hollow Prism	C1314	Ea	200.00
61500	Compressive Strength, CMU Grouted Prism	C1314	Ea	300.00

**Soils**

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
90100	Liquid & Plastic Limits	D 4318	Ea	\$71.00
90150	Liner Bar Shrinkage	TEX 107E	Set of 3	286.00
90200	Moisture Content of Soils by Mass	D 2216	Ea	11.00
90250	Standard Test Method for Moisture, Ash and Organic Matter of Peat and Organic Soils	D 2974	Ea	25.00
90300	Moisture Content by Microwave	D 4643	Ea	34.00
90400	Sieve Analysis	D 422	Ea	65.00
90500	Sieve Analysis w/Hydrometer	D 422	Ea	145.00
90600	Percent Passing #200 Sieve	D 1140	Ea	55.00
90700	Specific Gravity	D 854	Ea	67.00
90800	pH of Soils	D 4972	Ea	20.00
90900	Unconfined Compressive Strength	D 2166	Ea	51.00
91100	Unconsolidated-undrained Triaxial Compression	D 2850	Ea	72.00
91101	Hand Penetrometer		Ea	3.00
91102	Torvane		Ea	4.00
91103	Dry Density of Soils	D7263	Ea	25.00
91200	One-Dimension Consolidation	D 2435	Ea	450.00
91300	Consolidation, Additional Increments	D 2435	Ea	58.00
91400	Dispersive Characteristic by Pinhole Test	D 4647	Ea	324.00
91500	Dispersive Characteristic by Crumb Test	D 6572	Ea	43.00
91600	Double Hydrometer	D 4221	Ea	250.00
91700	Soil Suction - Filter Paper	D 5298	Ea	65.00
91900	California Bearing Ratio	D 1883	Ea	243.00
92000	Soil Shrinkage Factors by Mercury Method	D 427	Ea	72.00
92100	Soil Shrinkage Factors by Wax Method	D 4943	Ea	86.00
92200	One-Dimensional Swell, Cohesive Soil	D 4546	Ea	350.00
92300	OMD Standard Compaction	D 698	Ea	231.00
92400	OMD Modified Compaction	D 1557	Ea	247.00
92500	Max. & Min. Density - Sand	D 4253 & D 4254	Ea	300.00
92600	Percent Solids in Lime Slurry		Ea	49.00
92700	Optimum Lime Content - pH Method	D 6276	Ea	266.00

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<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Fee</b>
92800	Optimum Lime Content - PI Method		Ea	274.00
94100	Cement Sand Compressive Strength	D 1633	Ea	\$81.00
94200	Cement Content of Soil-Cement	D 806	Ea	354.00
94300	Sieve Analysis - Base Material	C 136	Ea	108.00
94400	Compressive Strength Treated Base	Tex-120E	Ea	292.00
94500	OMD Standard Compaction, Treated	D 698	Ea	256.00
94600	OMD Standard Compaction, Treated	D 1557	Ea	271.00
95100	Nuclear Density Gauge	D 6938	Trip	45.00

**Subsurface Exploration**

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Uni</b>	<b>Fee</b>
110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')		Ft	\$23.00
110015	Soil Boring, Intermittent 3-in. dia. (50' to 100')		Ft	25.00
110020	Soil Boring, Continuous 3-in. (0 to 20')		Ft	25.00
110022	Soil Boring, Continuous 3-in. (20' – 50')		Ft	30.00
110025	Soil Boring, Continuous 3-in. (50' to 100')		Ft	40.00
110030	Soil Boring over 100' (Surcharge)		Ft	10.00
110040	Wash Boring		Ft	14.00
110050	Auger Boring		Ft	13.00
110060	Undisturbed/Split-Spoon in Wash/Auger Borings		Ft	45.00
110070	Piezometer Installation		Ft	24.00
110080	Piezometer Abandonment		Ft.	20.00
110090	Grouting of Completed Boring		Ft.	12.00
110100	A.T.V. Surcharge		Ft	10.00
110110	Minimum Charge for the Exploration (to be used if exploration charges are less than \$1000)		LS	1000.00
110120	Mobilization/Demobilization – Failing Rig		LS	400.00
110121	Mobilization/Demobilization – Lone Star Rig		LS	300.00
110122	Rig Mileage Charge for Projects Outside of 25-mile Radius of GET Office – Failing Rig		Mi	4.00
110123	Rig Mileage Charge for Projects Outside of 25-mile Radius of GET Office – Lone Star Rig		Mi	3.00
110130	TCP, Texas Cone Penetration Test		Ea	31.00
110140	ATV Mobilization Surcharge		LS	250.00
110150	Portable Rig Drilling (Crew of Two)		Hr	300.00
110160	Standby (Crew of Two)		Hr	300.00
110170	Daily Mobilization (Crew)		Day	400.00

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General Notes

1. The rig time includes the following hours:
  - a. Job preparation
  - b. Mobilization and Demobilization
  - c. Drilling and Sampling, and
  - d. Standby
2. Expenses necessarily incurred during the progress of work will be charged at Cost + 15%. Such expenses are:
  - a. Subcontractors
  - b. Travel, long distance calls
  - c. Preparation, printing, and report reproduction
  - d. Shipping charges for samples, equipment and reports
  - e. Special fees, insurance, permits, etc.
3. Subsistence, out-of-pocket expenses. Charged at cost + 15% or daily rate established by project location.  
Automobiles and pick-ups, per mile..... \$ 0.75  
  
Trip charges should be added to all services that require transportation. Minimum vehicle charge per trip: \$55 per day. Trip charges are computed at a rate of \$0.75 per mile from our offices to the jobsite and back, both ways.
4. All professional rates and transportation charges are on a portal-to-portal basis. Charges for the professional staff will be in setting up and closing out projects, evaluation or analysis of field and laboratory data, report preparation, conferences, telephone conversations and consultation as pertaining to the practice of geotechnical, materials, forensic and environmental services. Special non-listed charges may apply for hazardous waste sites. Preparation for court appearances and court appearances, preparation for depositions and depositions, etc. will be charged at 1.5 the standard rate.
5. Minimum charge per job..... \$1000.00
6. Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours on Monday thru Friday, hours worked before 8:00 a.m. and after 5:00 p.m., and all hours worked on weekends. Services performed on holidays will be billed at 2.0 times the regular hourly rate. A multiplier of 1.5 is applied for categories 5 through 16.
7. Sample preparation will be required on some tests. The hourly additional charge for sample preparation will be per Item 10 of this fee schedule.
8. Certification letter/package will be put together on a time and materials basis. This includes Project Engineer, Graduate Engineer, Engineering Assistant and reproduction charges. Minimum charge for certification letter/package.....\$1500.00
9. The entire payment is due upon receipt of our invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, David Eastwood hourly charges spent on collections, or any other cost incurred in collecting delinquent accounts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 2, located at 101 S. Richey, Suite B, Pasadena, Harris County, Texas 77506. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.  
  
In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.
10. All services billed on an hourly rate are charged at the applicable rate. For materials engineering report reviews and preparation by technicians and engineers are charged at the applicable personnel rates. Minimum Project Manager report review charge is 0.50 per hour, per report. Minimum engineering assistant charge of typing and invoicing is one hour per report. Minimum technician time per trip is four hours.
11. Fees include one (1) copy of the report mailed, per the specified distribution list. Reproduction, secretarial time, and mailing cost for additional copies will be billed at a rate of \$1.00 per sheet. Fax service will be at a rate of \$2.00 per sheet.
12. All samples of materials will be discarded 10 days after submission of our report unless the client advises us otherwise. Upon request, we will deliver the samples in accordance with client's instructions, charges collect, or will store them for an agreed charge.
13. Unless otherwise agreed, client will furnish right-of-entry on the land for us to make the planned borings, testing, surveys, explorations and observations. We will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration or damage which may result from our operations. If client desires us to restore the land to its former condition, we will accomplish this and add the cost to our fee.

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14. The only warranty or guarantee made by Geotech Engineering and Testing in connection with its services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports of the findings made.
15. All cylinders must be made and delivered to our laboratory by our technician. In the event that the cylinders are made by the contractor, the cost of breaking the concrete cylinder and reporting will be \$30 each, with a \$500 minimum charge per report and a minimum charge per job is \$1000.
16. All pertinent records relating to services performed hereunder shall be destroyed two years after completion of the work.
17. GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.
18. Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
19. The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.
20. Retainer will be required on some projects. The amount of retainer will be credited on the last invoice. GET will mail a check to the client, if the work is less than the retainer amount.