

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR CONSTRUCTION MATERIALS TESTING SERVICES**

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

WITNESSETH

WHEREAS, County desires that Consultant provide construction materials testing services for Front Street (Richmond Parkway) under Mobility Bond Project No. x18 (hereinafter "Services") pursuant to SOQ 14-025; and

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

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

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

AGREEMENT

**Section 1. Scope of Services**

Consultant shall render the construction materials observation and testing services as described in Consultant's proposal dated October 12, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

**Section 2. Personnel**

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

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

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

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred five thousand five hundred eighty-two dollars and no/100 (\$105,582.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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

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

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

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred five thousand five hundred eighty-two dollars and no/100 (\$105,582.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed one hundred five thousand five hundred eighty-two dollars and no/100 (\$105,582.00).

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

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2026. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

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

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

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

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

### **Section 7. Termination**

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

7.2 Termination for Default

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

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

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

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

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

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

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

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

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

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

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

### **Section 10. Insurance**

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

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

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

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

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

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

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

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

**Section 11. Indemnity**

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

**Section 12. Confidential and Proprietary Information**

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

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

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

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

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

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

### **Section 13. Independent Consultant**

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

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

### **Section 14. Notices**

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

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

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

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

Consultant: Geotech Engineering and Testing  
17407 US Highway 59  
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**

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

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

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

**Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

**Section 18. Applicable Law**

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

**Section 19. Successors and Assigns**

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

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

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

**Section 23. Captions**

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

**Section 24. Conflict**

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

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

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

FORT BEND COUNTY

GEOTECH ENGINEERING & TESTING

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

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

\_\_\_\_\_  
Date

*David A. Eastwood, P.E.*  
\_\_\_\_\_  
Authorized Agent – Printed Name

ATTEST:

*Principal Engineer*  
\_\_\_\_\_  
Title

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

*5/3/22*  
\_\_\_\_\_  
Date

APPROVED:

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

#### 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

# 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

Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, TX 77008

October 12, 2021

Proposal No. P21-266

Email: kmineo@binkleybarfield.com

Tel No.: 713.869.3433, Ex 1809

Attention: Mr. Kevin Mineo, P.E.  
Sr. Project Manager

## REVISED CONSTRUCTION MATERIALS ENGINEERING PROPOSAL FOR FRONT STREET (RICHMOND PARKWAY) 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 in order 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:

- Proofrolling of subgrade soils to determine soft areas.
- Pickup of soil samples for laboratory testing of backfill and stabilized subgrade soils.
- Field sampling and laboratory testing of soil stabilized subgrade prior to fill placement.
- Laboratory and field density testing of trench backfill materials.
- In-place density testing of backfill material for trench backfilling, fill areas, compacted aggregate materials, and Trench bottom stability observations.
- Field sampling and lab testing of cement stabilized sand to determine strength.
- Asphalt materials field and laboratory testing.
- Field and lab testing of concrete to determine 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 \$105,582. Our estimated cost was developed based on previous work experience, proposed work, and is subject to change based on actual work performed for the sites. In order to provide the most accurate estimate of testing and inspection services, the actual construction schedule, contractor's ability, and weather data are necessary, which were not available at the time of this proposal.

17407 US Hwy. 59 North • Houston, Texas 77396 • Tel.: 713-699-4000 • Fax: 713-699-9200  
Texas • Louisiana • New Mexico • Oklahoma  
Website: www.geotecheng.com

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

*Fred Zandi*

Fred Zandi, P.E. (IN)  
CME Dept. Manager

Enclosures: Cost Estimate  
Fee Schedule

**CONSTRUCTION MATERIALS ENGINEERING PROPOSAL  
FOR FRONT STREET (RICHMOND PARKWAY)  
PRECINCT 3, FORT BEND COUNTY, TEXAS**

Service Description	Unit Rate	Unit Measure	Quantity	Amount
<b>Earthwork and Labwork:</b>				
Technician	\$78.00	hour	80.0	\$6,240.00
Transportation	\$90.00	trip	20.0	\$1,800.00
OMD, Soil, Standard (ASTM D698)	\$231.00	each	6.0	\$1,386.00
LL(Meth B), PL, -#200 (ASTM D4318)	\$62.00	each	6.0	\$372.00
% Passing No. 200 Sieve (ASTM D1140)	\$48.00	each	6.0	\$288.00
Pct. Solids in Lime Slurry (Tex 600J)	\$49.00	each	12.0	\$588.00
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	12.0	\$972.00
			<b>Subtotal</b>	<b>\$12,980.00</b>
<b>Proofroll and In-Place Densities</b>				
Technician	\$78.00	hour	304.0	\$21,216.00
Technician OT	\$117.00	hour	76.0	\$8,892.00
Nuclear Gauge	\$72.00	trip	38.0	\$2,736.00
Transportation	\$90.00	trip	38.0	\$3,420.00
			<b>Subtotal</b>	<b>\$36,264.00</b>
<b>Concrete :</b>				
Technician	\$78.00	hour	272.0	\$21,216.00
Technician, OT	\$117.00	hour	68.0	\$7,956.00
Concrete Cyl. Strength (ASTM C31, C39)	\$22.00	each	140.0	\$3,080.00
Transportation	\$90.00	trip	34.0	\$3,060.00
10" Concrete Coring (ASTM C42)	\$141.00	each	10.0	\$1,410.00
Measuring Length (ASTM C174)	\$30.00	each	10.0	\$300.00
Prep Core, Cap, Test (ASTM C42)	\$89.00	each	10.0	\$890.00
			<b>Subtotal</b>	<b>\$37,912.00</b>
<b>Asphalt:</b>				
Technician , ACI, and TXDOT SB-102	\$78.00	hour	32.0	\$2,496.00
Technician OT	\$117.00	hour	8.0	\$936.00
Transportation	\$90.00	trip	4.0	\$360.00
Nuclear Gauge	\$72.00	trip	4.0	\$288.00
Extraction/Garadation	\$230.00	each	6.0	\$1,380.00
Measuring Thickness of Cores	\$25.00	each	6.0	\$150.00
Asphalt Coring	\$106.00	each	6.0	\$636.00
Extraction/Garadation	\$230.00	each	6.0	\$1,380.00
			<b>Subtotal</b>	<b>\$7,626.00</b>
Senior Engineer (PE)	\$205.00	hour	8.0	\$1,640.00
Project Engineer	\$115.00	hour	40.0	\$4,600.00
Transportation	\$90.00	trip	4.0	\$360.00
Engineering Assistant	\$70.00	hour	60.0	\$4,200.00
			<b>Subtotal</b>	<b>\$10,800.00</b>
			<b>Total</b>	<b>\$105,582.00</b>

**Geotech Engineering and Testing Fee Schedule  
Construction Materials Engineering Services  
Labor and Unit Rates**

**Labor Rates**

<b>Code</b>	<b>Description</b>	<b>Unit</b>	<b>Current Fee</b>
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%

## 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

## 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

## 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	Viscosity	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

## 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	E11 4 E27 3	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

## 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

## Fireproofing

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

## Roofing

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Current Fee</b>
80400	Compressive Strength of Lwt. Insulating Concrete	C495	Set 4	\$129.00
80500	Compressive Strength of Lwt. Insulating Concrete	C495	Ea.	\$34.00
80600	Unit Weight of Lwt. Insul. Concrete	C495	Set 2	\$58.00

## Soils

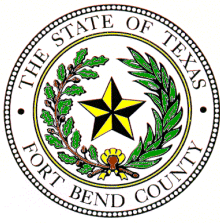
Code	Description	Standard	Unit	Current Fee
90100	Liquid and Plastic Limits	D4318	Ea.	\$71.00
90200	Moisture Content of Soils by Mass	D2216	Ea.	\$11.00
90300	Moisture Content by Microwave	D4643	Ea.	\$34.00
90400	Sieve Analysis	D422	Ea.	\$65.00
90500	Sieve Analysis w/ Hydrometer	D422 D7928	Ea.	\$145.00
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

### Slip-Lining and Manhole Repair

<b>Code</b>	<b>Description</b>	<b>Standard</b>	<b>Unit</b>	<b>Current Fee</b>
100200	Coring and Strength of Gunite Panel	C42/C39	Core	\$137.86

## 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



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

## MEMORANDUM

May 16, 2022

**TO: Members of the Commissioners Court**

**RE: Agreement with Geotech  
Front Street, x18**

The amount of \$780,000 will be required to cover this project deficit. Please see below for the funding breakdown:

No.	Project	Amount
730	Old Richmond Road	\$764,030.68
X18	Crabb River Road (FM 2759/FM762)	\$15,969.32
<b>Total</b>		<b>\$780,000</b>