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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Voss Rd at Old Richmond Rd/ Project No.'s 17404 and 17413)

This Agreement (“Agreement”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and GeoScience Engineering & Testing, Inc. (“GETI”), a Texas corporation. County and GETI may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, GETI is a professional engineering firm which provides materials testing and geotechnical engineering services to the Greater Houston area; and

WHEREAS, County desires for GETI to provide Materials Testing and Inspection Services for the proposed roundabout located at Voss Road at Old Richmond Road in Sugar Land, Texas under Mobility Bond Project No. 17404 and 17413 pursuant to SOQ 14-025; and

WHEREAS, GETI represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that GETI is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** GETI shall render services to County as defined in GETI's Proposal dated March 6, 2023 and in the Scope of Work (hereinafter, the "Services") attached hereto as "Exhibit A" and incorporated by reference for all intents and purposes.
3. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with GETI's receipt of Notice to Proceed and shall end no later than

December 31, 2026. GETI shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

- (a) GETI's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to GETI for the Services performed under this Agreement is Thirty Five Thousand Ninety and 50/100 Dollars (\$35,090.50). In no event shall the amount paid by County to GETI under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) GETI understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (c) County will pay GETI based on the following procedures: Upon completion of the tasks identified in the Scope of Services, GETI 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.

5. **Limit of Appropriation.** GETI understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Thirty Five Thousand Ninety and 50/100 Dollars (\$35,090.50). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. GETI 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 Thirty Five Thousand Ninety and 50/100 Dollars (\$35,090.50) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. GETI does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that GETI may become entitled to and the total maximum sum that County may become liable to pay to GETI under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Thirty Five Thousand Ninety and 50/100 Dollars (\$35,090.50).

6. **Non-appropriation.** GETI understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify GETI in writing of such occurrence and the Agreement shall thereafter

terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by GETI.
8. **Insurance.** Prior to commencement of the Services, GETI 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. GETI shall provide certified copies of insurance endorsements and/or policies if requested by County. GETI 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. GETI shall obtain such insurance written on an Occurrence form 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:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.
 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of GETI shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, GETI 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 the work under this Contract is completed.

GETI shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the GETI.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, GETI SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBGETI OR SUPPLIER COMMITTED BY GETI OR GETI'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH GETI EXERCISES CONTROL. GETI SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
10. **Public Information Act.** GETI expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to GETI for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by GETI expressly marked as proprietary or confidential. County shall not be liable to GETI for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. GETI further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** GETI shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. GETI in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12. **Independent Contractor.** In the performance of work or services hereunder, GETI 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 GETI. GETI 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.
13. **Use of Customer Name.** GETI may use County's name without County's prior written consent only in GETI's customer lists. Any other use of County's name by GETI must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** GETI represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that GETI shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of GETI shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of GETI or agent of GETI who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, GETI shall comply with, and will require that all GETI's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to GETI in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** GETI 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 GETI 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 GETI 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 GETI) publicly known or is contained in a publicly available document; (b) is rightfully in GETI'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 GETI who can be shown to have had no access to the Confidential Information.

GETI agrees to hold Confidential Information in strict confidence, using at least the same degree of care that GETI 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. GETI 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, GETI shall advise County immediately in the event GETI 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 GETI will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or GETI against any such person. GETI agrees that, except as directed by County, GETI 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, GETI will promptly turn over to County all documents, papers, and other matter in GETI's possession which embody Confidential Information.

GETI 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. GETI 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.

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

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by GETI as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. GETI shall promptly furnish all such data and material to County on request.
18. **Inspection of Books and Records.** GETI shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of GETI for the purpose of

verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, GETI shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to GETI. Upon termination of this Agreement by County, GETI shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. GETI's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to GETI by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** GETI may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and GETI each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall GETI release any material or information developed or

received during the performance of Services hereunder unless GETI obtains the express written approval of County or is required to do so by law.

24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

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

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to GETI: GeoScience Engineering & Testing, Inc.
405 E. 20th Street
Houston, Texas 77008

25. **Performance Representation.** GETI represents to County that GETI has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. GETI shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **Conflict.** In the event of a conflict between the terms of this Agreement and the terms of any Exhibits attached hereto, the terms of this Agreement shall control.
32. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, GETI hereby verifies that GETI and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) 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.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, GETI 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 § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, GETI 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 § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, GETI 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 § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

33. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, GETI ACKNOWLEDGES THAT FORT BEND 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.
34. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
35. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
36. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and GETI hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS


KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

GEOSCIENCE ENGINEERING & TESTING, INC.



Authorized Agent – Signature

Telfryn L. John, PE

Authorized Agent- Printed Name

President / Principal Engineer
Title

June 8, 2023
Date

Type text here

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Follows Behind)



405 E. 20th Street
Houston, Texas 77008
713.861.9700
713.861.4477 Fax

HOUSTON

THE WOODLANDS

March 6, 2023

Fort Bend County Engineering Department
C/O LJA Engineering
3600 W Sam Houston Parkway S, Suite 600
Houston, TX 77042
Robert McBride, P.E.
713-953-5065
rmcbride@lja.com

Attention: Robert McBride, P.E.
Senior Project Manager

Reference: Construction Phase Services - Materials Testing and Inspection Services
Voss Road at Old Richmond Road Proposed Roundabout
Sugar Land, TX 77498
GETI Proposal No. 23024

Geoscience Engineering & Testing, Inc. (GETI) is pleased to provide our proposed fee for material testing and inspection services in response to your request and subsequent emails for the above referenced project. We appreciate your selection of Geoscience to provide these services.

Project Information

Project information was provided by LJA Engineering and included the following:

1. Drawings Set dated 02/07/2022, and Project Manual prepared by BGE Inc.

The scope of work for the proposed construction consists of removing existing roadway, storm sewer, and monument sign followed by installation of new roadway and underground storm sewer.

The above description of the scope of work is general in nature and is only intended to provide an overview of the project. The complete detailed scope of work and bid items are contained in the plans and specifications.

This project shall be constructed under the Fort Bend County General Conditions and the 2014 Texas Department of Transportation Technical Specifications.

Scope of Work

GETI is pleased to offer a program of acceptance testing and observation which will include the following items:

- A. Soil Sampling and Laboratory Testing for Classification and Moisture Density
- B. Concrete Observation and Testing
- C. Asphalt Sampling and Laboratory Testing
- D. Asphalt Field Observations and Nuclear Density Testing
- E. Asphalt Batch Plant Review
- F. Asphalt Mix Design Review
- G. Underground Storm Sewer Observations and Testing

Fee Estimate

Based on the plans and other documents provided our estimated fee for this project is \$ 35,090.50. This is a good-faith estimate, and suggested budget only, since the actual cost will depend on the contractor's schedule and efficiency, items over which we have no control. You will be billed only for the actual services performed.

The GETI Fee Schedule of Personnel and Tests is also attached, along with our Basis of Estimate.

We appreciate your consideration and this opportunity. We look forward to working with you on this project. Please authorize this work in accordance with the attached General Terms and Conditions

If you have further questions or require additional information, please do not hesitate to call.

Respectfully Submitted,
GEOSCIENCE ENGINEERING & TESTING INC.
TEXAS F-4802

James Taylor, Digitally signed by James
Taylor, NICET II, CCSI
NICET II, CCSI Date: 2023.03.13 18:06:53
-05'00'

James Taylor, CET
Project Manager

Attachments Terms and Conditions + General Notes
 Fee Schedules + Estimate

GeoScience Engineering & Testing, Inc.

GENERAL TERMS AND CONDITIONS

Standard of Care: GETI will represent CLIENT in a professional manner, using proper skills and care normally associated with the type of project and geographical location of the project. The only warranty or guarantee made by GETI in connection with the services requested or performed hereunder is that we will use that level of 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 services or by furnishing oral or written reports.

Sample Disposal Agreement: Unless otherwise requested, test specimens will be disposed of 4 weeks upon completion of testing. Upon written request, GETI will retain test specimens for a specified period of time, to be determined at the time of writing.

Insurance: GETI maintains Comprehensive General Liability Insurance and Liability Insurance with bodily injury and property damage. Professional Liability Insurance is also provided for the protection of GETI. A Certificate of Insurance can be supplied evidencing such coverage.

Termination: This agreement may be terminated by either party based on two days' written notice. Upon termination, the GETI will be paid in full for all services performed and will provide copies of all reports to CLIENT.

Underground Utilities: GETI is not responsible for locating or identifying underground utilities. Although GETI will call TEXAS ONE CALL in order to seek input from utility owners and take all reasonable care to avoid damage or injury to subterranean structures or utilities, the CLIENT agrees to hold GETI harmless for any damages to subterranean structures which are not called to our attention and correctly shown on the plans furnished.

Right of Entry: The CLIENT further agrees to provide the right of entry of GETI to the site for the provision of service. While GETI will take all reasonable precautions to minimize any damage to the property, It is understood by the CLIENT that in the normal course of work, some damage may occur and that the correction of such is not part of this agreement.

Limitation of Liability: The CLIENT agrees to limit GETI's liability to the owner, any and all construction contractors, sub-contractors, sub-consultants and other third parties arising from GETI's professional acts, errors or omissions, on the project such that the total aggregate liability of GETI to all those named shall not exceed the limits of professional liability held by GETI (\$1,000,000) as of the date of this contract.

Payment Terms: Payment is due upon receipt of our invoice. If payment is not received within 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 (nominally 19.56% effective rate 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, personnel charges, or any costs incurred in collecting delinquent accounts will be charged to the client. All sums due are payable in Harris County, Texas.

In the event client requests termination prior to completion, a termination charge in the amount equal to all charges incurred through the date services are stopped plus any shut down costs may, at the discretion of Geoscience Engineering & Testing, Inc. (GETI) be made. If GETI is required to stop operations as a result of changes in the scope of services as requested by the client or requirements of third parties, additional charges will be applicable. GETI reserves the right to withhold any letters and reports pending payment for services.

Agreement: This agreement including these terms and conditions, represents the entire agreement between GETI and CLIENT and supersedes any previous agreements, negotiations or representations, whether oral or written. This agreement may be amended only in writing, signed by both GETI and CLIENT. This agreement shall be bound by the laws of the State of Texas in Harris County.

GENERAL NOTES

1. Special tests and observations not contained herein will be quoted on a specific request basis.
2. Trip charges will be made by our technician to the site, including cancellations, with a minimum time of 4 hours.
3. All services on an hourly basis will be charged at the applicable hourly rate, portal to portal from our laboratory
4. Minimum technician time of 4 hours will be billed for any and all field observation trips, except sample pick up trips which will be billed at a minimum technician time of 2 hours.
5. Overtime rate of 1.5 times the regular published hourly rate will be billed charged for all work over 8 hours per day on Monday through Friday and for all hours worked on Saturday, Sunday and Holidays.
6. When GETI provides periodic 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.

Fort Bend County Fee Schedule										
Construction Materials Engineering Services Labor Rates										
	10100	Principal, P.E.					8	Hr.	206.00	\$1,648.00
	10200	Project Manager					16	Hr.	100.00	\$1,600.00
	10300	Project Engineer, P.E. or Project Geologist, P.G.						Hr.	149.00	
	10400	Graduate Engineer and Graduate Geologist						Hr.	101.00	
	10700	Technician, NICET II, ACI CI, HMA-1A, NDT II, Logger, TxDOT Soil SB-101 and					250	Hr.	65.00	\$16,250.00
	10800	Technician, OT					75	Hr.	97.50	\$7,312.50
	10900	Technician (Non-Certified)						Hr.	55.00	
	11000	Senior Welding Inspector, SCWI						Hr.	115.00	
	11100	Welding Inspector, CWI, ACCP II						Hr.	91.00	
	11200	Associate Welding Inspector						Hr.	65.00	
	11300	Inspector, ASNT III						Hr.	112.00	
	11400	NDT Inspector Level II with asst. (2 man crew)						Hr.	112.00	
	15000	Vehicle Charge Per Trip					32	Per Trip	75.00	\$2,400.00
	15100	REIMBURSABLE EXPENSES								
	15200	Services provided by quotation							Cost + 10%	
		Sub Total Labor								\$29,210.50
Aggregates										
	20100	Sieve Analysis - Coarse Aggregates						Ea	54.00	
	20200	Sieve Analysis - Fine Aggregates						Ea	54.00	
	20300	Rel Density & Abs. - Coarse Aggregates						Ea	81.00	
	20400	Rel Density & Abs. - Fine Aggregates						Ea	99.00	
	20500	Bulk Density & Voids in Aggregate						Ea	38.00	
	20600	Absorption - Coarse Aggregates						Ea	45.00	
	20700	Absorption - Fine Aggregates						Ea	45.00	
	20800	Finer than 75-um (No. 200) Sieve						Ea	49.00	
	20900	Organic Impurities in Fine Aggregates						Ea	48.00	
	21000	L.A. Abrasion						Ea	208.00	
	21100	Clay Lumps and Friable Particles						Ea	55.00	
	21200	Lightweight Particles						Ea	64.00	
	21300	Sand Equivalent						Ea	65.00	
	21400	Na/Mg Sulfate Soundness (5 cycles)						Ea	354.00	
	21500	Na/Mg Sulfate Soundness (Add'l cycles)						Ea	204.00	
		Sub Total Aggregates								
Portland Cement Concrete										
	30100	Compressive Str. (Cylinder)					120	Ea	17.00	\$2,040.00
	30200	Flexural Str. (Beam)						Ea	27.00	
	30300	Split Tensile Str. (Incl prep)						Ea	109.00	
	30400	Time of Set by Penetration						Ea	320.00	
	30500	Linear Shrinkage & Thermal Coef (Bar)						Set 3	328.00	
	30600	Length Change of Hydraulic-Cement Mortar and Concrete						Set 3	116.00	
	30700	Density of Structural Lwt. Concrete						Ea	81.00	
	30800	Concrete Coring, Minimum Charge						Min	338.00	
	30900	Concrete Coring (4" diameter to 6" Thickness)						Ea	105.00	
	31000	Concrete Coring, additional thickness (6" to 12")						In	9.00	
	31100	Concrete Coring, additional thickness (Over 12")						In	12.00	
	31110	Concrete Coring (6" diameter to 6" Thickness)						Ea	150.00	
	31112	Concrete Coring, 6", additional thickness (6" to 12")						In.	13.50	
	31113	Concrete Coring, 6",additional thickness (Over 12")						In	18.00	
	31200	Preparation of Core, Cap & Test						Ea	78.00	
	31300	Measuring Length of Core						Ea	13.00	
	31400	Pachometer Survey (Magnetic Induction)						Day	91.00	
	40100	Mix Design Review					1	Ea	218.00	\$218.00
	31500	Probe Penetration Test Equipment (plus probes)						Day	92.00	
		Sub Total Portland Cement Concrete								\$2,258.00

Fort Bend County Fee Schedule									
Construction Materials Engineering Services Labor Rates									
HMAC									
40100	Mix Design Review	2	Ea	218.00					\$436.00
40200	HMAC Design (In-Place)		Ea	2,177.00					
40300	Trail Batch (up to 5 points)		Ea	1,633.00					
40400	Additional Points		Ea	235.00					
40500	Extraction/Gradation	2	Ea	203.00					\$406.00
40600	Specific Gravity	2	Ea	72.00					\$144.00
40700	HVEEM Stability	2	Set	95.00					\$190.00
40800	Bulk Density - Lab Molded or Core	2	Set	54.00					\$108.00
40900	Bulk Density Core	2	Ea	48.00					\$96.00
41000	Molding Specimens	2	Set	63.00					\$126.00
41100	Maximum Theoretical Specific Gravity		Ea	91.00					
41200	Apparent Specific Gravity		Ea	68.00					
41300	Abson Recovery		Ea	327.00					
41400	Moisture Susceptibility		Ea	476.00					
41500	Penetration		Ea	86.00					
41600	Ductility		Ea	115.00					
41700	Viscosity		Ea	95.00					
41800	Asphalt Coring, Minimum Charge		Min	338.00					
41900	Asphalt Coring (4"Dia. to 6" Thickness)		Ea	93.00					
42000	Asphalt Coring (4"Dia. over 6" Thickness)		In	8.00					
42150	Asphalt Coring (6" Dia. to 6" Thickness)		Ea	140.00					
42160	Asphalt Coring , 6" Dia. Over 6" Thickness		In.	12.00					
42200	Measuring Thickness of Asphalt		Ea	8.00					
42300	PMA Extraction/Gradation		Ea	272.00					
42400	PMA Extraction/Gradation		Ea	169.00					
	Sub Total HMAC								\$1,506.00
Structural Steel									
50100	Radiographic Source, Iridium		Day	123.00					
50200	Radiographic Source, Cobalt 60		Day	142.00					
50300	Ultrasonic equipment		Day	91.00					
50400	Magnetic Particle Inspection Equipment		Day	34.00					
50500	Skidmore-W ilhelm Tension Indicator		Day	136.00					
50700	Discontinuity (Holiday) Equipment		Day	95.00					
50800	Dry Film Thickness Equipment (Tooke Gauge)		Day	34.00					
50900	Dry Film Thickness Equipment (Magnetic)		Day	34.00					
	Sub Total Structural Steel								
Masonry									
60100	Compressive Strength, Mortar Cubes		Set 6	140.00					
60200	Compressive Strength, Mortar Cubes		Ea	23.00					
60300	Compressive Strength, Mortar or Grout Cylinder		Ea	23.00					
60400	Compressive Strength, Grout Prism		Set 3	140.00					
60500	Measurement, Brick		Ea	55.00					
60600	Compressive Strength Test, Brick		Ea	33.00					
60700	Flexural Strength Test, Brick		Ea	43.00					
60800	Absorption of Brick, 24 hr.		Ea	72.00					
60900	Absorption of Brick, 5 hr.		Ea	71.00					
61000	Measurement, CMU		Ea	29.00					
61100	Weight, CMU		Ea	81.00					
61200	Moisture Content, CMU		Ea	81.00					
61300	Compressive Strength, CMU		Ea	87.00					
61400	Compressive Strength, CM Hollow Prism		Ea	136.00					
70100	Density of SFRM		Ea	38.00					
70200	Cohesion/Adhesion of SFRM		Ea	29.00					
	Sub Total Masonry								

Fort Bend County Fee Schedule					
Construction Materials Engineering Services Labor Rates					
Roofing					
80100	Cut Out Roofing Sample Evaluation		Ea	353.00	
80200	Moisture in Mineral Aggregate for BUR		Ea	59.00	
80300	Analysis of New Built-Up Roof Membranes		Ea	325.00	
80400	Compressive Strength of Lwt. Insul. Concrete		Set of 4	114.00	
80500	Compressive Strength of Lwt. Insul. Concrete		Ea	30.00	
80600	Unit Weight of Lwt. Insul. Concrete		Set of 2	51.00	
	Sub Total Roofing				
Soils					
90100	Liquid & Plastic Limits	1	Ea	62.00	\$62.00
90200	Moisture Content of Soils by Mass	1	Ea	9.00	\$9.00
90300	Moisture Content by Microwave		Ea	30.00	
90400	Sieve Analysis		Ea	57.00	
90500	Sieve Analysis w/ Hydrometer		Ea	128.00	
90600	Percent Passing #200 Sieve	1	Ea	48.00	\$48.00
90700	Specific Gravity		Ea	59.00	
90800	pH of Soils		Ea	17.00	
90900	Unconfined Compressive Strength		Ea	45.00	
91100	Unconsolidated-undrained Triaxial Compression		Ea	63.00	
91200	One-Dimension Consolidation		Ea	361.00	
91300	Consolidation, Additional Increment		Ea	51.00	
91400	Dispersive Characteristic by Pinhole Test		Ea	286.00	
91500	Dispersive Characteristic by Crumb Test		Ea	38.00	
91600	Double Hydrometer		Ea	177.00	
91700	Soil Suction - Filter Paper		Ea	57.00	
91900	California Bearing Ratio		Ea	215.00	
92000	Soil Shrinkage Factors by Mercury Method		Ea	63.00	
92100	Soil Shrinkage Factors by Wax Method		Ea	76.00	
92200	One-Dimensional Swell, Cohesive Soil		Ea	292.00	
92300	OMD Standard Compaction	1	Ea	204.00	\$204.00
92400	OMD Modified Compaction		Ea	218.00	
92500	Max. & Min. Density - Sand		Ea	212.00	
92600	Percent Solids in Lime Slurry		Ea	43.00	
92700	Optimum Lime Content - pH Method		Ea	235.00	
92800	Optimum Lime Content - PI Method		Ea	242.00	
94100	Cement Sand Compressive Strength	8	Ea	71.00	\$568.00
94200	Cement Content of Soil-Cement		Ea	313.00	
94300	Sieve Analysis - Base Material		Ea	95.00	
94400	Compressive Strength Treated Base		Ea	258.00	
94500	OMD Standard Compaction, Treated	1	Ea	225.00	\$225.00
94600	OMD Standard Compaction, Treated		Ea	239.00	
95100	Nuclear Density Gauge Per Day	20	Per Day	50.00	\$1,000.00
	Sub Total Soils				\$2,116.00
Slip-Lining and Manhole Repair					
100100	Coring/Drilling of Manhole Grout		Hole	61.00	
100200	Coring and Strength of Guniting Panel		Core	122.00	
100300	Flexural Strength/Modulus of Elasticity of Liner		Coupon	343.00	
	Sub Total Slip Lining and Manhole Repair				

Fort Bend County Fee Schedule							
Construction Materials Engineering Services Labor Rates							
Geotechnical Field Investigation							
11010 Soil Boring, Intermittent 3-in. dia. (0 to 50')				Ft	19.00		
11020 Soil Boring, Intermittent 3-in. dia. (50' to 100')				Ft	21.00		
11030 Soil Boring, Continuous 3-in. (0 to 20')				Ft	21.00		
11031 Soil Boring, Continuous 3-in. (20 to 50')				Ft	25.00		
11032 Soil Boring, Continuous 3-in. (50 to 100')				Ft	35.00		
11040 Soil Boring over 100' (Surcharge)				Ft	7.00		
11050 Wash Boring				Ft	9.00		
11060 Auger Boring				Ea	40.00		
11070 Undisturbed/Split-Spoon in Wash/Auger Borings				Ea	353.00		
11071 Piezometer Installation				Ft	16.00		
11072 Piezometer Abandonment				Ft	16.00		
11080 Grouting of Completed Boring				Ft	10.00		
11090 A.T.V. Surcharge				Ft	7.00		
11100 Minimum Charge (to be used if charge are less than \$782.00)				LS	782.00		
11110 Mobilization/Demobilization				LS	349.00		
11120 TDH Cone Penetration Test				Ea	27.00		
11130 ATV Mobilization Surcharge				LS	136.00		
11140 Portable Rig Drilling (Crew of two)				Hr	177.00		
11150 Standby (Crew of Two)				Hr	170.00		
	Sub Total Geotechnical Field Investigation						
	Total of Estimate						\$35,090.50