

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

## PROFESSIONAL SERVICES AGREEMENT

(Elections Administration Building – Construction Material Testing & Field Inspection Services)

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 limited liability company. County and GETI may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, GETI is a professional engineering and consulting firm, which provides construction material testing and field inspection services; and

WHEREAS, County desires for GETI to provide construction material testing and field inspection services concerning the Fort Bend County Elections Administration Building; and

WHEREAS, GETI desires to render such services to County upon the terms and conditions provided in this Agreement; and

WHEREAS, the Texas County Purchasing Act, §262.024(a)(4) Texas Local Government Code, exempts from competitive bidding contracts that are for personal or professional services; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is for personal or professional services and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, § 262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties 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 26, 2024 (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.

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 Eighty-Nine Thousand, Seven Hundred Ninety-One and 00/100 Dollars (\$89,791.00). 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's Director of Facilities Management and Planning, 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 Eighty-Nine Thousand, Seven Hundred Ninety-One and 00/100 Dollars (\$89,791.00). 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 Eighty-Nine Thousand, Seven Hundred Ninety-One and 00/100 Dollars (\$89,791.00) 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 Eighty-Nine Thousand, Seven Hundred Ninety-One and 00/100 Dollars (\$89,791.00).

6. **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.

7. **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 GETI.

8. **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 ANY ACT OR OMISSION BY GETI WHICH RESULTS IN PERSONAL INJURY OR PROPERTY DAMAGE.. GETI SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 7 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
9. **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.
10. **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.
11. **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.
12. **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.

13. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
14. **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.

15. **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.

16. **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.
17. **Inspection of Books and Records.** County, or any duly authorized agent of County, shall have the right to inspect and examine any and all books, documents, and records of GETI which are directly pertinent to the Services provided under this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years.
18. **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.

19. **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 incapacity, which such Party could not have avoided by the reasonable exercise of due diligence and care.

20. **Assignment.** GETI may not assign this Agreement to another party without the prior written consent of County.
21. **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.
22. **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.
23. **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 Facilities Management and  
Planning  
Attn: Director  
301 Jackson Street, Suite 301



Richmond, Texas 77469

**And**

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

**If to GETI:** Geoscience Engineering & Testing, Inc.  
405 E. 20<sup>th</sup> Street  
Houston, Texas 77008

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.



29. **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.
30. **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.
31. **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.

32. **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.
33. **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.
34. **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}**

FORT BEND COUNTY

GEOSCIENCE ENGINEERING & TESTING, INC.

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



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

\_\_\_\_\_  
Date

Telfryn L. John, PE

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
President / Principal Engineer

\_\_\_\_\_  
Title

\_\_\_\_\_  
April 15, 2024

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

\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Facilities Management and Planning

#### AUDITOR'S CERTIFICATE

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

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

Exhibit A: GETI's Proposal dated March 26, 2024

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# EXHIBIT A

(Follows Behind)



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

HOUSTON

THE WOODLANDS

March 26, 2024

Fort Bend County Facilities  
301 Jackson St., Suite 301  
Richmond, TX 77469  
281-633-7022 Office

Reference: Construction Material Testing & Field Inspection Services  
FBC Elections Administration Building  
3730 Bamore Rd.,  
Rosenberg, TX 77471  
GETI Proposal No. 24028

Attention: Jamie Knight | Director of Facilities

Ladies & Gentlemen:

Geoscience Engineering & Testing, Inc. (GETI) is pleased to submit our scope of services for the 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 Collaborate Architects, namely the following:

1. Bid Set Project Drawings Dated 01/17/24.

The scope of work for this project consists of Construction Materials Testing and Inspections for the construction of an Elections Administration Building. The project consists of the construction of a new 48,000-square-foot concrete tilt-wall building, upon drilled pier foundations, and with a steel supported roof frame. Site development includes grading, paving and drainage.

The Project will be located off Bamore Road, in Rosenberg Texas.

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 provided plans and referenced specifications located within those plans.

## Scope of Work

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

1. Soils
  - a. Prepared Earth Fill
  - b. Proof Rolling of the Subgrade
  - c. Chemical Subgrade Stabilization (as needed)
2. Foundations
  - a. Pier Foundation
    - Bearing Stratum Verification
    - Bearing Depth Verification
    - Reinforcement Review
    - Concrete Work – Sampling and Testing
  - b. Grade Beams
    - Bearing Stratum
    - Reinforcement
    - Concrete Work – Sampling and Testing
3. Concrete Construction
  - a. Fresh Plastic Concrete Field Sampling & Testing
  - b. Concrete Cylinder Preparation, Air Content Slump and Temperature
  - c. Concrete Cylinder Curing and Compressive Strength Tests in Lab
  - d. Continuous Inspection of Reinforcement Steel Placing
  - e. Observation of Bolts Installed in Concrete
  - f. Concrete Work – Sampling and Testing
  - g. Epoxy Bolts
  - h. Formwork
  - i. Concrete Mix Design Review
  - j. Welding of Reinforcement Steel (as needed)
4. Steel Construction
  - a. All Field Welding
  - b. High-Strength Steel Bolting
  - c. Inspection of Structural Steel, Bolting, and Welding Material
  - d. Welding of Structural Steel

It is the intention of GETI to provide only qualified personnel holding industry certifications for all inspections and testing as listed above. These include ACI, ASNT, CWI, NACE and NICET certifications. Furthermore, our laboratory facilities are operated under ASTM E-329 with outside accreditation by A2LA. Personnel qualifications are available on request.















