



SECTION III  
TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 Upon receipt of such notice, the Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay the Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV  
INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available. Failure of Contractor to provide the appropriate insurance information shall invalidate this Agreement.

SECTION V  
NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
  - A. If to the Contractor: Geotest Engineering, Inc.  
Attn: Madhu R. Munirathnam, P.E.  
5600 Bintliff Drive  
Houston, Texas 77036  
713-266-2977 - fax

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
4520 Reading Road, Suite A  
Rosenberg , Texas 77471

Richard W. Stolleis, P.E.  
County Engineer  
1124-52 Blume Road  
Rosenberg, Texas 77471

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

#### SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$72,049.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$72,049.00 for described scope of work in Exhibit A.

#### SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

#### SECTION VIII PUBLIC CONTACT

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

SECTION IX  
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with highest accepted standards of Contractors practicing in the Greater Houston Metro Area, applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X  
OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his contractors or subcontractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 10.05 The documents referenced in this Section are not intended or presented by Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XI  
INDEMNIFICATION

- 11.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- 11.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACTS, ERRORS OR OMISSIONS BY CONTRACTOR, ITS AGENTS, SUBCONTRACTORS OR EMPLOYEES.**

SECTION XII  
MODIFICATIONS

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

SECTION XIII  
MISCELLANEOUS

- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 14.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

SECTION XIV  
CLEAN-UP

- 14.01 Contractor shall at all times keep its work area in a neat, clean and safe condition and remove from County's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Contractor's operations. Upon completion of the services provided under this Agreement, Contractor shall promptly return unused materials furnished by County, if any, and remove from County's premises all of Contractor's equipment, material, scaffolding and like items, leaving County's premises and the vicinity clean, safe and ready for use.
- 14.02 In the event Contractor shall fail to maintain its work area as described above and in a manner satisfactory to County, or to effect such clean-up or removal immediately after receipt of written notice to do so, County shall have the right without further notice to Contractor to perform such cleanup and remove such items on behalf of and at the risk of and at the expense of Contractor. County may store items removed at a place of its choosing on behalf of Contractor and at Contractor's risk and expense. County shall promptly notify Contractor of such place of storage. County may further deduct from any final payment owed to Contractor for the cost of any clean-up performed by County in which Contractor failed to perform.

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SECTION XV  
EXECUTION

This Agreement shall become effective upon execution by County

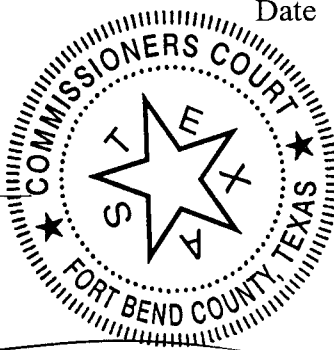
FORT BEND COUNTY

*Robert E. Hebert*  
Robert E. Hebert, County Judge

7-24-2012  
Date

Attest:

*Dianne Wilson*  
Dianne Wilson, County Clerk



Approved: *Richard W. Stolleis*  
By: *Richard W. Stolleis*  
Richard W. Stolleis, P.E.  
County Engineer

7-24-12  
Date

CONTRACTOR: GEOTEST ENGINEERING, INC.

*B.C. Ballagere*  
Signature

7/19/2012  
Date

Mohan C. Ballagere, P.E. /Vice President  
Printed Name & Title

MER:Geotest Engineering. Falcon Landing

**AUDITOR'S CERTIFICATE**

*R&I*  
*#72049.00 8/1/2012*

I hereby certify that funds are available in the amount of ~~\$79,049.00~~ to accomplish and pay the obligation of the Fort Bend County under this contract.

*Ed Sturdivant*  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: June 18, 2012 Proposal from Contractor

Exhibit A



**GEOTEST ENGINEERING, INC.**

*Geotechnical Engineers & Materials Testing*

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

**Proposal No. 11502365-01**

**Date: 06-18-2012**

Fort Bend County  
c/o Schaumburg & Polk, Inc.  
Attention: Mr. Mark Dessens.  
Houston, TX  
E-mail: [mdessens@sni-eng.com](mailto:mdessens@sni-eng.com)

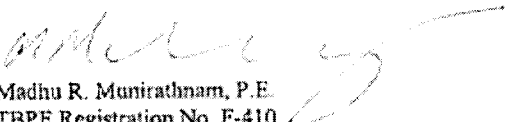
**Re: Falcon Landing Boulevard Road Extension**

Dear Mr. Dessens,

Based on the drawings and specifications furnished to us, Geotest Engineering, Inc. is pleased to submit our cost estimate for performing materials engineering services during the construction of the above referenced project. Based on the proposed scope of services, we estimate a budget of \$ 72,049.00. Any additional services requested and not part of this estimate will be charged in accordance with our fee schedule. An estimated work sheet is included with this proposal.

Please indicate your formal acceptance by signing below and returning one (1) copy. We look forward to working with you. If you have any questions, please contact me at your convenience.

Very truly yours,  
**GEOTEST ENGINEERING, INC.**

  
Madhu R. Munirathnam, P.E.  
TBPE Registration No. F-410  
Vice President / QA/QC Manager

Cost Estimate

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

