

19 H

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:

If to the Contractor:

Geotest Engineering, Inc.
Attn: Madhu 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
301 Jackson
Richmond, Texas 77469

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 \$69,151.00, 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 \$69,151.00 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

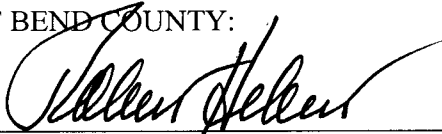
- 14.01 Contractor shall at all times keep its work area in a neat, clean and safe condition and remove from County's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Contractor's operations. Upon completion of the services provided under this Agreement, Contractor 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, County Judge

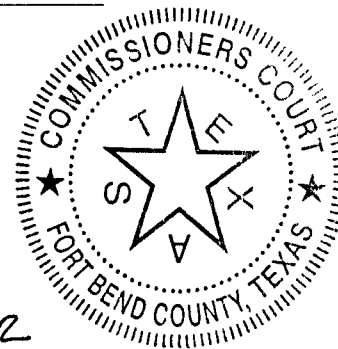
11-20-2012
Date

Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

Richard W. Stolleis, P.E.
County Engineer

11/15/2012
Date



CONTRACTOR: GEOTEST ENGINEERING, INC.


Signature

11/14/12
Date

Madhu R. Munirathnam, P.E. - Vice President
Printed Name & Title

MER:Geotest Engineering.Falcon Landing.Phase 4

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$69,151.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

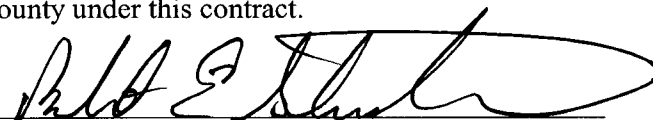

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: October 29, 2012 Proposal from Contractor

Exhibit A



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Biniff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 11502394-01

Date: 10-29-2012

Fort Bend County
Attention: Mr. Nathan Hatcher
Houston, TX
E-mail: Nathan.Hatcher@co.fort-bend.tx.us

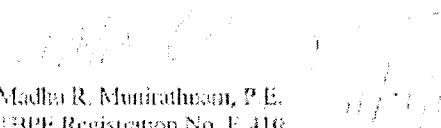
Re: Falcon Landing Boulevard -- FBC Mobility Project No. 703

Dear Mr. Hatcher,

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 \$ 69,151.00. 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.
TBBPE Registration No. F-416
Vice President / QA/QC Manager

Carl E. Moore

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

GEOTEST ENGINEERING, INC.
5500 Ashland Drive - Houston, Texas 77036 Tel: (713) 268-0588

CONSTRUCTION MATERIALS TESTING
Falcon Landing Boulevard - FBC Mobility Project No. 703
Geotest Project No. 11502394

	Quantity		Unit	Rate		Amount
PERSONNEL						
10000 Project Engineer, P.E.	5	x		\$96.00	/ Hr	\$480.00
10500 GMI Manager/Project Manager	5	x		\$76.00	/ Hr	\$380.00
10700 Technician	800	x		\$50.00	/ Hr	\$40,000.00
10701 Technician (OT)	70	x		\$75.00	/ Hr	\$5,250.00
15000 Vehicle Charge	120	x		\$60.00	/ Day	\$7,200.00
PORTLAND CEMENT CONCRETE						
30100 Compressive Str. (Cylinder) (C-39)	175	x		\$15.00	/ Ea	\$2,625.00
30800 Concrete Coring (4" diameter to 6" Thickness) (C-42)	24	x		\$90.00	/ Ea	\$2,160.00
31000 Concrete Coring, additional thickness (6" to 12") (C-42)	30	x		\$8.00	/ In.	\$240.00
31300 Measuring Length of Core (C-174)	24	x		\$11.00	/ Ea	\$264.00
HMAC						
40500 Extraction/Gradation (Tex - 210F)	1	x		\$174.00	/ Ea	\$174.00
40700 IVITM Stability (Tex - 200F)	1	x		\$82.00	/ Set	\$82.00
40800 Bulk Density - Lab Molded or Core (Tex - 207F)	1	x		\$48.00	/ Set	\$48.00
41000 Molding Specimens (Tex - 203F)	1	x		\$54.00	/ Set	\$54.00
40500 Extraction/Gradation (Tex - 210F)	1	x		\$78.00	/ Ea	\$78.00
SOILS						
60100 Liquid & Plastic Limits (D-4316)	5	x		\$53.00	/ Ea	\$265.00
90300 Percent Passing #200 Sieve (D-1140)	5	x		\$41.00	/ Ea	\$205.00
92300 OVD Standard Compaction (D-698)	5	x		\$175.00	/ Ea	\$875.00
92800 Optimum Lime Content - PI Method	2	x		\$208.00	/ Ea	\$416.00
TREATED SOILS						
94100 Cement Sand Compressive Str. (D-1603)	20	x		\$61.00	/ Ea	\$1,220.00
94500 OMC Strength Compaction, Treated (D-698)	2	x		\$190.00	/ Ea	\$380.00
95100 Nuclear Density Gauge (D-6930)	500	x		\$9.00	/ Hr	\$4,500.00
TOTAL						\$69,161.00

Overtime rate of 1.5 times the hourly rate for all hourly employees is applicable for any hours worked before 6:00 a.m. or after 6:00 p.m. Monday through Friday, and any hours worked on Saturday, Sunday or holiday or over 8 hours per day.

A minimum of 4 hours will be charged at the applicable rate for all technician/inspector services, excluding sample pickup.
(Minimum 20 hrs/d)



CERTIFICATE OF LIABILITY INSURANCE

GEOENC1 OP ID: MASA

DATE (MM/DD/YYYY)

11/14/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Swantner & Gordon Ins Agcy-HO A Higginbotham Company 1500 Citywest Blvd Suite 500 Houston, TX 77042 Rick Dernehl		713-952-9990 713-952-9939	CONTACT NAME: Gay'I Bradley PHONE (A/C, No, Ext): 713-952-9990 E-MAIL ADDRESS: gbradley@s-gins.com FAX (A/C, No): 713-952-9939														
INSURED Geotest Engineering, Inc. 5600 Blintliff Drive Houston, TX 77036		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hartford Fire Ins Co</td><td>19682</td></tr><tr><td>INSURER B: Sentinel Insurance Co Ltd</td><td>11000</td></tr><tr><td>INSURER C: Hartford Casualty Ins Co</td><td>29424</td></tr><tr><td>INSURER D: Texas Mutual Ins Co</td><td>22945</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Ins Co	19682	INSURER B: Sentinel Insurance Co Ltd	11000	INSURER C: Hartford Casualty Ins Co	29424	INSURER D: Texas Mutual Ins Co	22945	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			61UUNKO2815	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			61UUNKO2815	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			61RHUJT3787	10/01/12	10/01/13	EACH OCCURRENCE \$ 2,000,000
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
			DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TSF0001144087	10/01/12	10/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab Pollution Liability			11CPLD00009	10/01/12	10/01/13	Ea Occur 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is Extended To Read Fort Bend County and the Members of Commissioners Court.

CERTIFICATE HOLDER**CANCELLATION**

FOBE-R3

Fort Bend County
301 Jackson Street, Ste 728
Richmond, TX 77469

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD

INSURED'S NAME Geotest Engineering, Inc.

GEOENC1
OP ID: MASA

PAGE 2
DATE 11/14/12

General Liability:

General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status. Commercial General Liability Policy Coverage Form HG0001 06/05 Section II - Who is an Insured, Section 6 page 10 of 18.

General Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision. HG0001 06/05 Section IV - Conditions, Section 4 - Other Insurance - 7(a) (b), page 14 of 18.

General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. Form HG0001 06/05 Section IV - Section 8.b page 15 of 18.

Automobile Liability:

Automobile policy includes Commercial Automobile Broad Form Endorsement Form HA9916 09/10 that provides additional insured status to the certificate holder only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status. Section D (page 1 of 5), which coverage will be Primary & Non-Contributory is so required, Section E (page 2 of 5).

Auto Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and certificate holder that requires it. Form HA9916 09/10 Section 15 page 4 of 5.

Workers Compensation:

The Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and certificate holder that requires it. Texas Waiver of our Right to Recover From Others. WC420304A 01/2000