

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for construction material testing and field inspection services to Fulshear Library Access Road and Utilities under 2020 Mobility Bond Project No. 20318x (hereinafter "Services") pursuant to SOQ 14-025; and

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

WHEREAS, Contractor represents that it is qualified and desires to perform such Services; and

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render the professional engineering services as described in Contractor's proposal dated April 3, 2023, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

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

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

When performing Services for the County, Contractor shall comply with, and ensure that all Contractor personnel comply with, all rules, regulations and policies of County that are communicated to Contractor 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.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is fifty-four thousand, nine hundred fifty-two dollars, and 00/100 (\$54,952.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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

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

Section 4. Limit of Appropriation

4.1 Contractor 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 fifty-four thousand, nine hundred fifty-two dollars, and 00/100 (\$54,952.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed fifty-four thousand, nine hundred fifty-two dollars, and 00/100 (\$54,952.00).

Section 5. Time of Performance

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

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

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

7.2 Termination for Default

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

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

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

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

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement

prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

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

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

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

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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

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

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

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

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

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

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

10.4 Contractor 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 Fort Bend County.

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

Section 11. Indemnity

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

Section 12. Confidential and Proprietary Information

12.1 Contractor 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 Contractor 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 Contractor 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 Contractor) publicly

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

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

12.3 Contractor 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. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

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

information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

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

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

Section 14. Notices

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

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

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

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

Contractor: Geoscience Engineering & Testing, Inc.
405 E. 20th Street
Houston, Texas 77008

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

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

Section 16. Standard of Care

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

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County’s sovereign immunity. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.

Section 19. Successors and Assigns

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 the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

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

Section 23. Captions

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

Section 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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.

Section 26. Human Trafficking

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

Section 27. Use of Customer Name

Contractor may use County's name without County's prior written consent only in any of Contractor's customer lists, any other use must be approved in advance by County.

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

FORT BEND COUNTY

GEOSCIENCE ENGINEERING & TESTING, INC.


County Judge KP George

KP George, County Judge



Authorized Agent – Signature

May 23, 2023
Date

TELFRYN L. JOHN, P.E.
Authorized Agent – Printed Name

ATTEST:



PRESIDENT
Title



Laura Richard, County Clerk

MAY 2nd, 2023
Date


APPROVED:



J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$54,952.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Contractor's proposal dated April 3, 2023

EXHIBIT A



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

HOUSTON

THE WOODLANDS

April 03, 2023

Fort Bend County
301 Jackson, 4th Floor.
Richmond, TX 77469

Attention: Stacy Slawinski, P.E.,
County Engineer

Reference: Construction Material Testing & Field Inspection Services
Fulshear Library Access Road and Utilities
GETI Proposal No. 23054

Dear Mr. Slawinski,

Geoscience Engineering & Testing, Inc. is pleased to submit our estimate for material testing services on the above referenced project.

We have attempted to take the information we have at our disposal and make what we believe to be an accurate estimate. We estimate the amount needed for construction materials testing for this project to be \$54,952.00.

Of course, this is an estimate, and the Fort Bend County will be invoiced only for the work requested and approved by the Fort Bend County or their designated representative. We understand our responsibility not to exceed the amount that is finally allocated for testing on this project.

We look forward to working with the project team being assembled for this project and assure you of our intent to add value through our participation.

Respectfully Submitted,

Telfryn L. John, PE
Principal Engineer
President



Digitally signed by
Telfryn L John PE
Date: 2023.04.03
09:10:30 -05'00'

Attachment: Fee Estimate

F-4802

| Fort Bend County Fee Schedule | | | | | | |
|---|---|-----|----------|-------|------------|-------------|
| Construction Materials Engineering Services Labor Rates | | | | | | |
| 10100 | Principal, P.E. | | | Hr. | 206.00 | \$0.00 |
| 10200 | Project Manager | 10 | | Hr. | 100.00 | \$1,000.00 |
| 10300 | Project Engineer, P.E. or Project Geologist, P.G. | 25 | | Hr. | 149.00 | \$3,725.00 |
| 10400 | Graduate Engineer and Graduate Geologist | | | Hr. | 101.00 | \$0.00 |
| 10700 | Technician, NICET II, ACI CI, HMA-1A, NDT II, Logger, TxDOT Soil SB-101 and | 400 | | Hr. | 65.00 | \$26,000.00 |
| 10800 | Technician, OT | 100 | | Hr. | 97.50 | \$9,750.00 |
| 10900 | Technician (Non-Certified) | | | Hr. | 55.00 | \$0.00 |
| 11000 | Senior Welding Inspector, SCWI | | | Hr. | 115.00 | \$0.00 |
| 11100 | Welding Inspector, CWI, ACCP II | | | Hr. | 91.00 | \$0.00 |
| 11200 | Associate Welding Inspector | | | Hr. | 65.00 | \$0.00 |
| 11300 | Inspector, ASNT III | | | Hr. | 112.00 | \$0.00 |
| 11400 | NDT Inspector Level II with asst. (2 man crew) | | | Hr. | 112.00 | \$0.00 |
| 11500 | Administrative Assistant | | | Hr. | 50.00 | \$1,250.00 |
| 15000 | Vehicle Charge Per Trip | 50 | Per Trip | | 75.00 | \$3,750.00 |
| 15100 | REIMBURSABLE EXPENSES | | | | | |
| 15200 | Services provided by quotation | | | | Cost + 10% | |
| | Sub Total Labor | | | | | \$45,475.00 |
| 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) | 48 | | Ea | 17.00 | \$816.00 |
| 30200 | Flexural Str. (Beam) | | | Ea | 27.00 | \$0.00 |
| 30300 | Split Tensile Str. (Incl prep) | | | Ea | 109.00 | \$0.00 |
| 30400 | Time of Set by Penetration | | | Ea | 320.00 | \$0.00 |
| 30500 | Linear Shrinkage & Thermal Coef (Bar) | | | Set 3 | 328.00 | \$0.00 |
| 30600 | Length Change of Hydraulic-Cement Mortar and Concrete | | | Set 3 | 116.00 | \$0.00 |
| 30700 | Density of Structural Ltwt. Concrete | | | Ea | 81.00 | \$0.00 |
| 30800 | Concrete Coring, Minimum Charge | | | Min | 338.00 | \$0.00 |
| 30900 | Concrete Coring (4" diameter to 6" Thickness) | 10 | | Ea | 105.00 | \$1,050.00 |
| 31000 | Concrete Coring, additional thickness (6" to 12") | 10 | | In | 9.00 | \$90.00 |
| 31100 | Concrete Coring, additional thickness (Over 12") | | | In | 12.00 | \$0.00 |
| 31110 | Concrete Coring (6" diameter to 6" Thickness) | | | Ea | 150.00 | \$0.00 |
| 31112 | Concrete Coring, 6", additional thickness (6" to 12") | | | In. | 13.50 | \$0.00 |
| 31113 | Concrete Coring, 6",additional thickness (Over 12") | | | In | 18.00 | \$0.00 |
| 31200 | Preparation of Core, Cap & Test | 10 | | Ea | 78.00 | \$780.00 |
| 31300 | Measuring Length of Core | 10 | | Ea | 13.00 | \$130.00 |
| 31400 | Pachometer Survey (Magnetic Induction) | | | Day | 91.00 | \$0.00 |
| 40100 | Mix Design Review | 2 | | Ea | 218.00 | \$436.00 |
| 31500 | Probe Penetration Test Equipment (plus probes) | | | Day | 92.00 | \$0.00 |
| | Sub Total Portland Cement Concrete | | | | | \$3,302.00 |

| Fort Bend County Fee Schedule | | | | | | |
|---|--|--|--|-------|----------|--------|
| Construction Materials Engineering Services Labor Rates | | | | | | |
| HMAC | | | | | | |
| 40100 | Mix Design Review | | | Ea | 218.00 | \$0.00 |
| 40200 | HMAC Design (In-Place) | | | Ea | 2,177.00 | \$0.00 |
| 40300 | Trail Batch (up to 5 points) | | | Ea | 1,633.00 | \$0.00 |
| 40400 | Additional Points | | | Ea | 235.00 | \$0.00 |
| 40500 | Extraction/Gradation | | | Ea | 203.00 | \$0.00 |
| 40600 | Specific Gravity | | | Ea | 72.00 | \$0.00 |
| 40700 | HVEEM Stability | | | Set | 95.00 | \$0.00 |
| 40800 | Bulk Density - Lab Molded or Core | | | Set | 54.00 | \$0.00 |
| 40900 | Bulk Density Core | | | Ea | 48.00 | \$0.00 |
| 41000 | Molding Specimens | | | Set | 63.00 | \$0.00 |
| 41100 | Maximum Theoretical Specific Gravity | | | Ea | 91.00 | \$0.00 |
| 41200 | Apparent Specific Gravity | | | Ea | 68.00 | \$0.00 |
| 41300 | Abson Recovery | | | Ea | 327.00 | \$0.00 |
| 41400 | Moisture Susceptibility | | | Ea | 476.00 | \$0.00 |
| 41500 | Penetration | | | Ea | 86.00 | \$0.00 |
| 41600 | Ductility | | | Ea | 115.00 | \$0.00 |
| 41700 | Viscosity | | | Ea | 95.00 | \$0.00 |
| 41800 | Asphalt Coring, Minimum Charge | | | Min | 338.00 | \$0.00 |
| 41900 | Asphalt Coring (4" Dia. to 6" Thickness) | | | Ea | 93.00 | \$0.00 |
| 42000 | Asphalt Coring (4" Dia. over 6" Thickness) | | | In | 8.00 | \$0.00 |
| 42150 | Asphalt Coring (6" Dia. to 6" Thickness) | | | Ea | 140.00 | \$0.00 |
| 42160 | Asphalt Coring , 6" Dia. Over 6" Thickness | | | In. | 12.00 | \$0.00 |
| 42200 | Measuring Thickness of Asphalt | | | Ea | 8.00 | \$0.00 |
| 42300 | PMA Extraction/Gradation | | | Ea | 272.00 | \$0.00 |
| 42400 | PMA Extraction/Gradation | | | Ea | 169.00 | \$0.00 |
| | Sub Total HMAC | | | | | \$0.00 |
| 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 | 4 | | Ea | 62.00 | \$248.00 |
| 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 | 4 | | Ea | 48.00 | \$192.00 |
| 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 | 4 | | Ea | 204.00 | \$816.00 |
| 92400 | OMD Modified Compaction | 1 | | Ea | 218.00 | \$218.00 |
| 92500 | Max. & Min. Density - Sand | | | Ea | 212.00 | \$0.00 |
| 92600 | Percent Solids in Lime Slurry | | | Ea | 43.00 | \$0.00 |
| 92700 | Optimum Lime Content - pH Method | 2 | | Ea | 235.00 | \$470.00 |
| 92800 | Optimum Lime Content - PI Method | | | Ea | 242.00 | |
| 94100 | Cement Sand Compressive Strength | 32 | | Ea | 71.00 | \$2,272.00 |
| 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 | 2 | | Ea | 225.00 | \$450.00 |
| 94600 | OMD Standard Compaction, Treated | | | Ea | 239.00 | |
| 95100 | Nuclear Density Gauge Per Day | 30 | Per Day | | 50.00 | \$1,500.00 |
| | Sub Total Soils | | | | | \$6,175.00 |
| Slip-Lining and Manhole Repair | | | | | | |
| 100100 | Coring/Drilling of Manhole Grout | | | Hole | 61.00 | |
| 100200 | Coring and Strength of Gunite 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 | | | | \$54,952.00 |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Geoscience Engineering & Testing, Inc
 Houston, TX United States

Certificate Number:
 2023-1014762

Date Filed:
 05/02/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 05/23/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2020 Mob. Bond. Prj. 20318x
 Construction Material Testing and Field Inspection Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)