

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Old Needville-Fairchilds Road Reconstruction – Project No. 17108)

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 HTS, Inc. Consultants ("HTS"), a corporation duly authorized to conduct business in the state of Texas. County and HTS may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, HTS is a professional engineering and consulting firm which provides engineering and consulting services in the state of Texas; and

WHEREAS, County desires for HTS to provide construction materials testing services for the reconstruction of Old Needville – Fairchilds Road under Mobility Bond Project No. 17108, pursuant to SOQ 14-025; and

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

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

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

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** HTS shall render services to County as defined in HTS's Proposal dated March 21, 2023 (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 HTS's receipt of Notice to Proceed and shall end no later than

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

4. **Compensation and Payment Terms.**

- (a) HTS's fees for the Services shall be calculated at the rate(s) set forth in HTS's Proposal attached hereto as Exhibit "A." The Maximum Compensation to HTS for the Services performed under this Agreement is One Hundred Twelve Thousand and 00/100 Dollars (\$112,000.00). In no event shall the amount paid by County to HTS under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) HTS 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 HTS based on the following procedures: Upon completion of the tasks identified in the Scope of Services, HTS shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** HTS understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is One Hundred Twelve Thousand and 00/100 Dollars (\$112,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. HTS 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 One Hundred Twelve Thousand and 00/100 Dollars (\$112,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. HTS does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that HTS may become entitled to and the total maximum sum that County may become liable to pay to HTS under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Twelve Thousand and 00/100 Dollars (\$112,000.00).

6. **Non-appropriation.** HTS understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately

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

7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by HTS.
8. **Insurance.** Prior to commencement of the Services, HTS 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. HTS shall provide certified copies of insurance endorsements and/or policies if requested by County. HTS 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. HTS 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 HTS shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, HTS 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.

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

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

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

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, HTS SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY HTS OR HTS'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH HTS EXERCISES CONTROL. HTS SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
10. **Public Information Act.** HTS 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 HTS 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 HTS expressly marked as proprietary or confidential. County shall not be liable to HTS 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. HTS further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** HTS 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. HTS in providing all services

hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12. **Independent Contractor.** In the performance of work or services hereunder, HTS 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 HTS. HTS and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** HTS may use County's name without County's prior written consent only in HTS's customer lists. Any other use of County's name by HTS must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** HTS 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 HTS 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 HTS shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of HTS or agent of HTS 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, HTS shall comply with, and will require that all HTS's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to HTS in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

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

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

HTS 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. HTS 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.

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

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by HTS as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. HTS shall promptly furnish all such data and material to County on request.

18. **Inspection of Books and Records.** HTS shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of HTS for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, HTS shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to HTS. Upon termination of this Agreement by County, HTS 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. HTS'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 HTS by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.
- For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.
21. **Assignment.** HTS may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and HTS each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.

23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall HTS release any material or information developed or received during the performance of Services hereunder unless HTS obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

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

And

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

If to HTS: HTS, Inc. Consultants
416 Pickering St
Houston, Texas 77091

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

28. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **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, HTS hereby verifies that HTS 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, HTS 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, HTS 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, HTS 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.

32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, HTS 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.
33. **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.
34. **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.
35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

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

FORT BEND COUNTY, TEXAS


County Judge KP George

KP George, County Judge

August 8, 2023

Date



ATTEST:


Laura Richard, County Clerk

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

HTS, INC. CONSULTANTS


Authorized Agent – Signature

John Territo, III

Authorized Agent- Printed Name

Vice President

Title

06/26/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 112,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

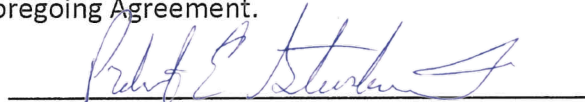

Robert Ed Sturdivant, County Auditor

EXHIBIT A

(March 21, 2023 Proposal Follows Behind)



Excellence in Engineering, Consulting, Testing and Inspection

March 21, 2023

HTS Proposal No. 23-20-2544

Fort Bend County
c/o Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Attn: Mr. Kevin A. Mineo
RE: Cost Estimate for
Construction Materials Testing Services
Old Needville-Fairchilds
Road Reconstruction
Precinct 2
Job No. 17108

Dear Mr. Mineo:

1.0 INTRODUCTION

HTS, Inc. Consultants appreciates the opportunity to present this proposal to Fort Bend County to provide Construction Materials Testing at the above referenced site.

2.0 SCOPE OF WORK

It is our understanding that construction materials testing and inspection services will include the following services:

- sampling and testing for moisture density properties,
- sampling and testing of bedding, and backfill,
- compressive strength of cement stabilized sand,
- stabilization recommendation,
- inspection and testing of in place paving subgrade stabilization,
- inspection and testing of fresh concrete,
- compressive strength testing of concrete test cylinders (7 and 28 days),
- inspection and testing of Hot Mixed Asphaltic Concrete, and
- Asphalt coring.

3.0 ESTIMATED COST

HTS proposed estimate cost to complete the scope of work as defined above is **\$112,000.00**. The estimate is based on the best possible weather and progress for this project. If estimate is not adequate to cover all necessary testing, additional funds will be requested and testing will not progress without authorization from the client. Fees for our services will be charged based on the unit rates provided in the attached fee schedule. Any additional or unforeseen testing required will be charged based on our standard HTS, Inc. Consultants fee schedule.

4.0 CLOSING REMARKS

We appreciate the opportunity to present this proposal and would be pleased to discuss the contents of this proposal with you at your convenience. Your approval of this proposal and your approval of our proceeding with the work may be indicated by your signing this proposal. We request that an executed copy of the proposal be provided to HTS.

If you have any questions or require additional information, please contact me at your convenience at (713) 692-8373.

Sincerely,

HTS, Inc. Consultants



Mr. John Territo, III
Vice President CMT
Construction Services

**COST ESTIMATE FOR
 Old Needville-Fairchilds
 Road Reconstruction
 Precinct 2
 Job No. 17108**

Description of Services	ASTM	TxDOT	Rate	Unit
Asphalt				
Extraction and Gradation	D2172, C136		\$ 203.00	Each
Stability, HVEEM, Asphalt, Set of 3	D1559		\$ 104.00	Set
Bulk Density of Core		Tex207F	\$ 59.00	Each
Molding of Specimens, Lab or Field, Set of 3	D1580		\$ 69.00	Set
Coring, Asphalt 4" x 6", Includes, Personnel, Vehicle, & Patch			\$ 95.00	Each
Coring, Asphalt, Measuring Thickness			\$ 9.00	Each
Specific Gravity, Maximum Theoretical			\$ 99.00	Each
Concrete				
Mix Design Review, Concrete	ACI 214		\$ 175.00	Each
Cylinder Test, Compressive Strength	C39		\$ 20.00	Each
Personnel				
Engineer, Project PE			\$ 149.00	Hour
Support Personnel, Word Processing			\$ 68.00	Hour
Technician(4 Hr. Minimum)			\$ 50.00	Hour
Technician(4 Hr. Minimum)			\$ 50.00	Hour
Vehicle / Trip Charge			\$ 70.00	Day
Soil				
Atterberg Limits, Liquid and Plastic	D4318		\$ 65.00	Each
Specific Gravity, Soil	D854, D204		\$ 66.00	Each
Percent Passing No. 200 Sieve	D1140		\$ 55.00	Each
OMD Standard Compaction	D698		\$ 221.00	Each
OMD Lime/Cement Stabilized Soil Compaction	D698, D558, D1557		\$ 245.00	Each
Percent Solids in Lime Slurry	D2216		\$ 47.00	Each

FBC

March 21, 2023

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**COST ESTIMATE FOR
Old Needville-Fairchilds
Road Reconstruction
Precinct 2
Job No. 17108**

Nuclear Density Gauge Rental		\$	70.00 Day
Compressive Test of Cement Stabilized Sand, Set of 4	D1632, D1633	\$	250.00 Set
pH of Soil	D4972	\$	20.00 Each
Stabilization Recommendation		\$	50.00 Each

Presented by:

HTS, Inc. Consultants



Mr. John Territo, III
Vice President CMT
3/21/2023

Accepted by:

Fort Bend County

Signature

Title

**COST ESTIMATE FOR
Old Needville-Fairchilds
Road Reconstruction
Precinct 2
Job No. 17108**

Contract Terms and Conditions

This proposal will remain in effect for six (6) months from the issue date. If the proposal has been approved and return to HTS within the above time period; the rates listed shall be effective for one (1) year. If the project has not commenced in that time period HTS will issue a revised proposal for approval.

Field Engineer and Technician overtime rates of 1-1/2 times the standard rate will be charged for time in excess of eight (8) hours per day and/or all hours worked on Saturday, Sunday, and/or Holidays.

For Field Testing/inspection services requiring the use of a vehicle for travel to and from the job site, use on the job site, or other project related travel; a \$70.00 vehicle/day will be charged; unless otherwise stated in the proposal Cost Estimate.

All testing/inspection result reports requiring a Professional Engineer's review and/or seal will be charged at the "Project Engineer, PE" hourly rate with a time charge of .10 hours per report; unless otherwise stated in the proposal Cost Estimate. Prices for testing/inspection services not listed herein, will be furnished upon request and will require a "change order" to be approved, prior to any additional testing/inspection services.

HTS will provide testing/inspection result reports to all person(s) as requested by the client. No person(s) and/or Company(ies) shall receive testing/inspection result reports copies unless authorized, in advance, by the Client. Exception to this statement: copies of cement/concrete compressive strength result reports shall be sent to the Cement/Concrete Supplier for use in Mix Design approval. Should the Client not wish for this information to be shared with the Cement/Concrete Supplier; they will need to notify the HTS Project Manager in writing.

HTS shall send an invoice; itemized by line item with back-up copies of testing/inspection result reports, in "hard copy", to the Client monthly. Should the Client need said invoice to be "electronic", that request will need to be sent, in writing to the HTS Project Manager. HTS, will continue to send the "hard copy" unless notified by the Client.

Invoice payment will be required "NET 60"; unless otherwise agreed upon under MSA contract. Should payment laps and/or extend to over 90 days, testing/inspection result reports will be held and no further technician dispatching will be allowed until such time as the payment is brought current.

All testing/inspection projects with a total budget of less than \$1,000.00 will require an advance credit card authorization and/or advanced payment by check. No testing/inspection result reports will be distributed until payment has been satisfied. HTS accepts MasterCard and Visa only.

HTS will perform ASTM C31, with the exception of field curing. HTS, Inc. will not provide curing, refrigeration, heating, and/or environmental control devices, and boxes unless provided by the Client or his representative or negotiation by contract between the Client and HTS.

To ensure a technician dispatch must be notified by 3PM the day before.

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.**

HTS, Inc. Consultants
Houston, TX United States

Certificate Number:
2023-1049546

Date Filed:
07/21/2023

Date Acknowledged:
08/08/2023

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

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.

17108 Old Needville-Fairchilds
construction materials testing / inspection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)