

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and Geoscience Engineering & Testing, Inc., a Texas Corporation, hereinafter referred to as “Consultant”.

RECITALS

The County intends to improve the West and Central Service Centers. This includes backup power improvements at both service centers and a maintenance building at the West Service Center, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1

Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2

Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as “**Exhibit F-***” (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3
Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4
Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

*Article 5
Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6
Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant 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, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/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 set forth on **Exhibit "B."**

10.02 County 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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents 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.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12
Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13
Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant 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 the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14
Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:

Brazoria County Engineer
451 N. Velasco, Suite 230
Angleton, Texas 77515
ATTN: Matthew Hanks, JD, PE
Email: matth@brazoria-county.com
Phone: 979-864-1265

Consultant:

Geoscience Engineering and Testing, Inc
405 E 20th St.
Houston, TX 77008
ATTN: Telfryn L. John, P.E.
Email: tjohn@geoscienceengineering.net
Phone: 713-861-9700

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 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 Brazoria 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 this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related 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 modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 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.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

- Exhibit A Scope of Work, Fee Schedule and Project Schedule
- Exhibit B County's minimum insurance requirements
- Exhibit C Compliance with Laws
- Exhibit D Certificate of Interested Parties
- Exhibit E Conflict of Interest Disclosure
- Exhibit F Contract Amendments (As Needed)

Article 22
Execution

23.01 The County executes this Agreement by and through the Purchasing Agent, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas

Geoscience Engineering & Testing, Inc.
a Texas company

By: _____

Susan Serrano, CTPM, CTCM
Purchasing Director

Date: _____

By:  _____

Name: TELFRYN L. JOHNSON

Title: PRESIDENT

Date: May 9, 2024

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE



GEOSCIENCE
ENGINEERING & TESTING, INC.

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

HOUSTON

THE WOODLANDS

May 7, 2024

Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, TX 77515
979.864.1265 Office

Reference: Construction Material Testing & Field Inspection Services
Brazoria County West and Central Service Center Improvements
10th and Jefferson St
West Columbia, TX 77486
GETI Proposal No. 24043

Attention: Barbara Martinez, P.E. | Staff Engineer

Ladies & Gentlemen:

Geoscience Engineering & Testing, Inc. (GETI) is pleased to submit our scope of services for the material testing and inspection services in response to your request and subsequent emails for the above-referenced project. We appreciate your selection of Geoscience to provide these services.

Project Information

Project information was provided by Bowman Company, namely the following:

1. Project Drawings Dated 03/18/22.
2. CSP#23-57 West and Central Service Centers Improvements Specifications Dated 03/06/23
3. Geotechnical Report Prepared by Geoscience Engineering and Testing, Inc. Dated 4/13/20

The scope of work for this project consists of Construction Materials Testing and Inspections for the construction of two pre-engineered metal buildings with site improvements to include driveways, gravel drive and parking, concrete apron, and generator pad.

The Project will be located in West Columbia, Texas.

The above description of the scope of work is general in nature and is only intended to provide an overview of the project. The complete detailed scope of work and bid items are contained in the plans and specifications.

This project shall be constructed under the provided plans and referenced specifications located within those plans.

Scope of Work

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

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

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

Fee Estimate

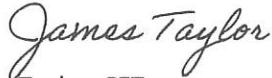
Based on the plans and other documents provided our estimated fee for this project is \$ 14,771.50. This is a good-faith estimate, and suggested budget only, since the actual cost will depend on the contractor's schedule and efficiency, items over which we have no control. You will be billed only for the actual services performed.

The GETI Fee Schedule of Personnel and Tests is also attached, along with our Basis of Estimate.

We appreciate your consideration and this opportunity. We look forward to working with you on this project. Please authorize this work in accordance with the attached General Terms and Conditions

If you have further questions or require additional information, please do not hesitate to call.

Respectfully Submitted,
Geoscience Engineering & Testing, Inc.



James Taylor, CET
Project Manager



Telfryn L. John, P.E.
Principal Engineer / President

Attachments:

- Proposal Acceptance
- General Notes
- Terms and Conditions
- Fee Schedule and Estimate

Texas Engineering Firm Reg. F-4802

PROPOSAL ACCEPTANCE

Accepted By: _____

Names / Title: _____

Date; _____

GENERAL NOTES

1. Special tests and observations not contained herein will be quoted on a specific request basis.
2. Trip charges will be made by our technician to the site, including cancellations, with a minimum time of 4 hours.
3. All services on an hourly basis will be charged at the applicable hourly rate, portal to portal from our laboratory.
4. A minimum technician time of 4 hours will be billed for any and all field observation trips, except sample pick-up trips which will be billed at a minimum technician time of 2 hours.
5. An overtime rate of 1.5 times the regular published hourly rate will be charged for all work over 8 hours per day on Monday through Friday and for all hours worked on Saturday, Sunday, and Holidays.
6. The client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site. Including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours.

GEOSCIENCE GENERAL TERMS AND CONDITIONS

Payment Terms: Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, the client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, personnel charges, or any costs incurred in collecting delinquent accounts will be charged to the client. All sums due are payable in Harris County, Texas. In the event client requests termination prior to completion, a termination charge in the amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of Geoscience Engineering & Testing, Inc. (GETI) be made. If GETI is required to stop operations because of changes in the scope of services as requested by the client or requirements of third parties, additional charges will be applicable. GETI reserves the right to withhold any letters and reports pending payment for services.

Standard of Care: GETI will professionally represent CLIENT, using proper skills and care normally associated with the type of project and geographical location of the project. The only warranty or guarantee made by GETI about the services requested or performed hereunder is that we will use that level of skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for services or by furnishing oral or written reports.

Data and Project Confidentiality: GETI will strive to observe reasonable confidentiality concerning CLIENT project details. Data collected by GETI will not be shared with third parties unless so directed by CLIENT for project-related engineering purposes. Data will remain the property of GETI and will be disposed of after a period of 3 years unless otherwise directed by CLIENT. Project details may be shared in general by GETI for Marketing purposes.

Sample Disposal Agreement: Unless otherwise requested, test specimens will be disposed of immediately upon completion of testing. Upon written request, GETI will retain test specimens for a specified period, to be determined at the time of writing.

Insurance: GETI maintains Comprehensive General Liability Insurance and Liability Insurance with w/bodily injury and property damage. Professional Liability Insurance is also provided for the protection of GETI. A Certificate of Insurance can be supplied as evidence of such coverage.

This agreement may be terminated by either party based on two days' written notice. Upon termination, the GETI will be paid in full for all services performed and will provide copies of all reports to the CLIENT.

Underground Utilities: GETI is not responsible for locating or identifying underground utilities. Although GETI will call DIGG TESS to seek input from utility owners and take all reasonable care to avoid damage or injury to subterranean structures or utilities, the CLIENT agrees to hold the GETI harmless for any damages to subterranean structures which are not called to GETI's attention and correctly shown on the plans furnished.

Right of Entry: The CLIENT further agrees to provide the right of entry of GETI to the site for the provision of service. While GETI will take all reasonable precautions to minimize any damage to the property, It is understood by the CLIENT that in the normal course of work, some damage may occur and that the correction of such is not part of this agreement.

Limitation of Liability: The CLIENT agrees to limit GETI's liability to the owner, all construction contractors, sub-contractors, sub-consultants, and other third parties arising from GETI's professional acts, errors, or omissions, on the project such that the total aggregate liability of GETI to all those named shall not exceed the lesser of the fee for this project or \$50,000. GETI maintains professional liability insurance in the amount of \$1,000,000 as of the date of this contract.

Agreement: This agreement, including these terms and conditions, represents the entire agreement between GETI and CLIENT and supersedes any previous agreements, negotiations, or representations, whether oral or written. This agreement may be amended only in writing, signed by both GETI and CLIENT. This agreement shall be bounded by the laws of the State of Texas.

Fee Schedule						
Construction Materials Engineering Services Labor Rates						
10100	Principal, P.E.	10	Hr.	206.00		\$2,060.00
10200	Project Manager	10	Hr.	100.00		\$1,000.00
10300	Project Engineer, P.E. or Project Geologist, P.G.		Hr.	149.00		\$0.00
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	100	Hr.	65.00		\$6,500.00
10800	Technician, OT		Hr.	97.50		\$0.00
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	18	Hr.	91.00		\$1,638.00
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
15000	Vehicle Charge Per Trip	23	Per Trip	72.50		\$1,667.50
15100	REIMBURSABLE EXPENSES					
15200	Services provided by quotation				Cost + 10%	
	Sub Total Labor					\$12,865.50
Aggregates						
20100	Sieve Analysis - Coarse Aggregates	1	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)	40	Ea	17.00		\$680.00
30200	Flexural Str. (Beam)		Ea	27.00		
30300	Split Tensile Str. (Incl prep)		Ea	109.00		
30400	Time of Set by Penetration		Ea	320.00		
30500	Linear Shrinkage & Thermal Coef (Bar)		Set 3	328.00		
30600	Length Change of Hydraulic-Cement Mortar and Concrete		Set 3	116.00		
30700	Density of Structural Ltwt. Concrete		Ea	81.00		
30800	Concrete Coring, Minimum Charge		Min	338.00		
30900	Concrete Coring (4" diameter to 6" Thickness)		Ea	105.00		
31000	Concrete Coring, additional thickness (6" to 12")		In	9.00		
31100	Concrete Coring, additional thickness (Over 12")		In	12.00		
31110	Concrete Coring (6" diameter to 6" Thickness)		Ea	150.00		
31112	Concrete Coring, 6", additional thickness (6" to 12")		In.	13.50		
31113	Concrete Coring, 6", additional thickness (Over 12")		In	18.00		
31200	Preparation of Core, Cap & Test		Ea	78.00		
31300	Measuring Length of Core		Ea	13.00		
31400	Pachometer Survey (Magnetic Induction)		Day	91.00		
40100	Mix Design Review		Ea	218.00		\$0.00
31500	Probe Penetration Test Equipment (plus probes)		Day	92.00		
	Sub Total Portland Cement Concrete					\$680.00

Fee Schedule							
Construction Materials Engineering Services Labor Rates							
HMAC							
40100	Mix Design Review				Ea	218.00	
40200	HMAC Design (In-Place)				Ea	2,177.00	
40300	Trail Batch (up to 5 points)				Ea	1,633.00	
40400	Additional Points				Ea	235.00	
40500	Extraction/Gradation				Ea	203.00	
40600	Specific Gravity				Ea	72.00	
40700	HVEEM Stability				Set	95.00	
40800	Bulk Density - Lab Molded or Core				Set	54.00	
40900	Bulk Density Core				Ea	48.00	
41000	Molding Specimens				Set	63.00	
41100	Maximum Theoretical Specific Gravity				Ea	91.00	
41200	Apparent Specific Gravity				Ea	68.00	
41300	Abson Recovery				Ea	327.00	
41400	Moisture Susceptibility				Ea	476.00	
41500	Penetration				Ea	86.00	
41600	Ductility				Ea	115.00	
41700	Viscosity				Ea	95.00	
41800	Asphalt Coring, Minimum Charge				Min	338.00	
41900	Asphalt Coring (4" Dia. to 6" Thickness)				Ea	93.00	
42000	Asphalt Coring (4" Dia. over 6" Thickness)				In	8.00	
42150	Asphalt Coring (6" Dia. to 6" Thickness)				Ea	140.00	
42160	Asphalt Coring , 6" Dia. Over 6" Thickness				In.	12.00	
42200	Measuring Thickness of Asphalt				Ea	8.00	
42300	PMA Extraction/Gradation				Ea	272.00	
42400	PMA Extraction/Gradation				Ea	169.00	
	Sub Total HMAC						
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	\$0.00
60300	Compressive Strength, Mortar or Grout Cylinder				Ea	23.00	
60400	Compressive Strength, Grout Prism				Set 3	140.00	\$0.00
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						\$0.00

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				\$0.00
Soils					
90100	Liquid & Plastic Limits	3		Ea	62.00
90200	Moisture Content of Soils by Mass			Ea	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	3		Ea	48.00
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	3		Ea	204.00
92400	OMD Modified Compaction	1		Ea	218.00
92500	Max. & Min. Density - Sand			Ea	212.00
92600	Percent Solids in Lime Slurry			Ea	43.00
92700	Optimum Lime Content - pH Method			Ea	235.00
92800	Optimum Lime Content - PI Method			Ea	242.00
94100	Cement Sand Compressive Strength	4		Ea	71.00
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			Ea	225.00
94600	OMD Standard Compaction, Treated	1		Ea	239.00
95100	Nuclear Density Gauge Per Day			Per Day	50.00
	Sub Total Soils				\$1,226.00
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				

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				\$14,771.50

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
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.
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.
4. 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.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. §138 [49 U.S.C. §303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 9th DAY OF May, 20 24

Geoscience Engineering & Testing, Inc.

a Texas company

By: 

Name: TELFRYN L. JOHN

Title: PRESIDENT

Date: May 9, 2024

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://www.brazoria-county.com/purch/Index.asp>.

NOT APPLICABLE

EXHIBIT “E”
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk’s Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.