

**THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
(ON-CALL GEOTECHNICAL ENGINEERING SERVICES)**

**THE STATE OF TEXAS       §**  
  **§**  
**COUNTY OF HARRIS       §**

THIS THIRD AMENDMENT TO AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "District," and **Fugro USA Land, Inc.**, a Texas corporation, hereinafter called "Engineer." The District and Engineer are referred to herein collectively as the "Parties" and individually as a "Party."

*Recitals*

On or about August 27, 2019, the Parties entered into an Agreement for Professional Services to provide staff augmentation, geotechnical engineering, and related services as may be needed in support of the District's engineering, environmental, and maintenance programs (the "Master Agreement").

The Parties previously amended the Agreement, on April 13, 2021, to provide for additional staff augmentation, geotechnical engineering, and related services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the projects (the "First Amendment").

The Parties amended the Agreement a second time, on October 26, 2021, to provide for additional staff augmentation, geotechnical engineering, and related services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the projects (the "Second Amendment").

The Parties now desire to amend the Master Agreement for the third time (the "Third Amendment").

The District requires additional staff augmentation, geotechnical engineering, and related services as provided under Article 1, Character and Extent of Services.

The Engineer is willing to provide the necessary additional engineering services for further consideration.

The District and the Engineer now desire to increase the Limit of Appropriation by \$916,766.50, to \$1,666,766.50.

Commissioners Court adopted an updated Fee Schedule and General Notes for Geotechnical Engineering and Construction Materials Engineering Services on March 26, 2024, effective April 1, 2024, and the Parties desire to replace Exhibit B with Revised Exhibit B, the updated Fee Schedule.

### *Terms*

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

#### **1) Term and Time of Performance**

ARTICLE 2 of the Master Agreement, entitled, "Time of Performance," is hereby amended to be entitled, "Term and Time of Performance," and add the following paragraph to the beginning of the article:

The term of this Agreement shall be for a period beginning upon execution by the Harris County Judge and remain in full force and effect until August 26, 2030, unless earlier terminated in accordance with the terms of this Agreement.

#### **2) Notice**

ARTICLE 6 of the Master Agreement, entitled, "Notice," is hereby amended in part to update the contact information for the Engineer and read as follows:

To the Engineer:      Fugro USA Land, Inc.  
                                 13501 Katy Freeway, Suite 1050  
                                 Houston, Texas 77079

Attention:              Gouri Mohan, P.E.

#### **3) Limit of Appropriation**

ARTICLE 7 of the Master Agreement, entitled, "Limit of Appropriation," is hereby amended to read:

The Engineer has been advised by the District, and the Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District initially has available the sum of \$50,000.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement. The maximum compensation the Engineer may become entitled to hereunder and the maximum sum the District shall become liable to pay to the Engineer hereunder, shall not under any conditions, circumstances, or interpretations hereof exceed the said maximum sum provided for in this Article and certified as available therefor by the County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent in this amount, except to the extent that additional funds are certified as available in accordance with Purchase Orders issued pursuant to Article 1. The total amount of funds which can be certified without amendment to this Agreement shall not exceed the maximum amount of \$1,666,766.50.

If the Professional Services and charges to be provided for will equal or exceed the amount certified available, the Engineer shall notify the District immediately. If the amount certified is depleted prior to the end of the term of this Agreement, the Engineer may terminate all Professional Services upon the total depletion of the certified funds unless the District certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase

Order, in which event the Engineer shall continue to provide the approved Professional Services herein specified to the extent funds are available.

#### **4) Personnel**

ARTICLE 8 of the Master Agreement, entitled "Personnel," is hereby amended to read:

The Engineer shall be solely responsible for all employment and personnel performing services for the District under this Agreement (including wrongful termination, discrimination, etc.) and all claims arising out of personal injuries or property damage occurring on the job caused by or to its employees or personnel or to professional equipment or personal property, except to the extent any such injuries were caused by the gross negligence of the District, its officers, employees or agents.

Employees of the Engineer working at District offices or working for the District remotely shall abide by all District personnel policies, including the dress code and use of District's computers, as found in the Harris County and Harris County Flood Control District Personnel Policies and Procedures latest version, which can be found at <https://hrrm.harriscountytexas.gov/Documents/Personnel%20Policies%20and%20Procedures%20Handbook.pdf>

The Engineer understands and agrees that its employees are not entitled to any District personnel benefits.

The Engineer agrees to provide and warrants that all the Engineer personnel assigned to District facilities shall meet the position skills and requirements for the general duties required to carry out the Engineer's obligation under this Agreement. Upon notification by the District, the Engineer shall immediately remove from assignment any employee found, in the District's sole discretion, to be in violation of said requirements.

The District has the absolute and continuing right, with or without cause, to reject the assignment of any member of the Engineer's management or staff or any agent or representative of the Engineer under this Agreement.

The Engineer shall immediately give written notice to the District of any complaints regarding the conduct of the Engineer's employees on District premises or any employees subsequently removed from assignment to the District.

The Engineer shall obtain a criminal history record on all the Engineer personnel who provide services at a District facility or are working for the District remotely. The Engineer warrants and represents that it will not assign any person who fails or refuses to provide information necessary to obtain a criminal background history or whose criminal record information reveals a conviction or deferred adjudication that renders the person unqualified or unsuitable for assignment to the District. The parties agree that the District, in its sole discretion, may determine it is not in the District's best interest to allow one or more of the Engineer's personnel to continue to work at a District location under this Agreement.

The District may also conduct its own criminal activity background checks of the Engineer's employees at the District's own expense. Upon request, the Engineer will obtain the consent of such employees authorizing the District or an authorized vendor to conduct such criminal activity background checks. Employees who do not consent shall not perform services under this Agreement.

Overtime for the Engineer's staff must be approved by the Director prior to the overtime being worked. The District will not pay beyond a maximum hourly rate for services as indicated in Section IV of this Agreement.

All vacation/paid time off/planned sick leave/other types of time off work must be approved a minimum of two weeks in advance of the time off by the Director. The Engineer shall provide replacement personnel approved by the District as required.

The Engineer's staff shall call in any unplanned sick leave to the Department Manager or assigned Supervisor before the start of the work shift.

The Engineer's staff will be required to take a lunch break of at least ½ hour if working an 8-hour day or longer. Exceptions must be approved in advance by the Director. This time will not be charged to the District.

Each of the Engineer's staff shall turn into the District a weekly timesheet each Monday morning. Timesheets will be compared with the invoice time charged to the District. In the event that an Engineer's staff member is not at work on a Monday morning, it must be turned in on the first day back to work.

The Engineer's staff will work during typical business office hours Monday through Friday in accordance with direction from the District. Work shifts may be staggered and adjusted to meet day, night and weekend work requirements and minimize overtime as directed by the District.

The Engineer understands and agrees that no current, non-retiring District employee hired by the Engineer during the course of this Agreement, shall work on any District projects for 24 months from the date they terminate their employment with the District.

## **5) Compliance and Standards**

ARTICLE 10 of the Master Agreement, entitled, "Compliance and Standards," is hereby amended to read:

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Engineer's performance. The Engineer represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that it shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2271.002, the Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Engineer represents and certifies that, at the time of execution of this Agreement, the Engineer (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Engineer engage

in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Engineer warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Engineer does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

The Engineer certifies that it will not enter into a contract with any subcontractor that is listed on the federal government's terrorism watch list as described in Executive Order 13224.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2276.002, that unless the Engineer meets an exemption under subsection (c), then, as required by subsection (b), the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

The Engineer warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Engineer meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, the Engineer's signature on this Agreement constitutes the Engineer's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

The Engineer warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County (the "County"), including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

The Engineer shall immediately report to County through the County's Fraud, Waste, or Abuse Hotline and also notify the District in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

## **6) Contract Construction**

ARTICLE 22, entitled "Contract Construction," is added to the Master Agreement reading:

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

**7) Revised Appendix B**

Appendix B to the Master Agreement is hereby replaced with Revised Appendix B, the updated Fee Schedule and General Notes for Geotechnical Engineering and Construction Materials Engineering Services on March 26, 2024, effective April 1, 2024, and made a part thereof for all purposes.

**8) Order of Precedence**

It is expressly understood and agreed that the Master Agreement and First and Second Amendments are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Third Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, First Amendment, or Second Amendment, this Third Amendment shall control.

All other terms and provisions of the Agreement and the previous Amendment shall remain in full force and effect as originally written.

EXECUTED on \_\_\_\_\_.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE  
HARRIS COUNTY ATTORNEY


HARRIS COUNTY FLOOD CONTROL  
DISTRICT


Signed by:  
  
By \_\_\_\_\_  
Emily Kunst  
Assistant County Attorney  
C.A. File No. 25GEN0632

By \_\_\_\_\_  
Lina Hidalgo  
County Judge

ATTEST:

FUGRO USA LAND, INC.

Signed by:  
  
\_\_\_\_\_  
Anwar S. Akhtar, P.E.  
Name  
Chief Engineer - Geotechnics  
Title

DocuSigned by:  
  
\_\_\_\_\_  
Gouri Mohan, P.E.  
Name  
Engineering Manager  
Title

# **REVISED APPENDIX B**

**Special Notice Harris County Fee Schedule “General Notes” 2024**

For convenience, the Harris County Flood Control District (HCFCD) has adopted and uses certain printed forms originally drawn for Harris County. As one of the conditions for executing an Agreement for Engineering Services covered by these Harris County Fee Schedule General Notes, it is understood that in all instances in all of the documents where the term “Harris County” is used, it is intended and meant to refer to the Harris County Flood Control District, and the true meaning and intent of all of the Agreement Documents shall be arrived at by substituting the name “Harris County Flood Control District” for the name “Harris County.” Also, where the term “Consultant” is used, it is intended and meant to refer to the Engineer, and the true meaning and intent of all of the Agreement Documents shall be arrived at by substituting the term “Engineer” for the term “Consultant.”





## Harris County, Texas

### Commissioners Court

Request for Court Action

1001 Preston St., Suite 934  
Houston, Texas 77002

File #: 24-1590

Agenda Date: 3/26/2024

Agenda #:

**Department:** County Engineer

**Department Head/Elected Official:** Milton Rahman, PhD, P.E., PMP, CFM, ENV SP, County Engineer

**Regular or Supplemental RCA:** Regular RCA

**Type of Request:** Policy

**Project ID (if applicable):** 21208MF24001

**Vendor/Entity Legal Name (if applicable):** N/A

**MWDBE Contracted Goal (if applicable):** N/A

**MWDBE Current Participation (if applicable):** N/A

**Justification for 0% MWDBE Participation Goal:** N/A - Goal not applicable to request

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### Request Summary (Agenda Caption):

Request for approval to adopt an updated Fee Schedule and General Notes for Geotechnical Engineering and Construction Materials Engineering Services, UPIN 21208MF24001, Countywide.

#### Background and Discussion:

Harris County has completed updates to the 2015 Construction Materials Engineering Services Labor and Unit Rates presented to the Commissioner's Court on March 31, 2015. The updated fee schedule and general notes have been amended to correspond with updates to the 2024 Harris County Engineering Department standards and specifications and include provisions related to geotechnical services.

#### Expected Impact:

Significant increase in clarity to designers and contractors utilizing HCED Regulations and Specifications.  
Increase in quality of infrastructure delivered to Harris County Residents.

#### Alternative Options:

Rejection of approval to the Fee Schedule and General Notes reduces the quality of services received for Harris County Infrastructure.

#### Alignment with Goal(s):

- ☐ Justice and Safety
- ☐ Economic Opportunity
- ☐ Housing
- ☐ Public Health

Presented to Commissioners Court

March 26, 2024

Approve: **G/R**

File #: 24-1590

Agenda Date: 3/26/2024

Agenda #:

- ☐ Transportation  
☐ Flooding  
☐ Environment  
☒ Governance and Customer Service

**Prior Court Action (if any):**

Date	Agenda Item #	Action Taken
3/31/2015		Recommendation to Adopt a Corrected Rate Schedule for Construction Materials Engineering and Testing Effective Immediately to Replace and Supersede the Version Approved on September 23, 2014.

**Location:**

Address (if applicable):

Precinct(s): Choose an item.

Fiscal and Personnel Summary				
Service Name	Engineering			
	Current Fiscal Year Cost			Annual Fiscal Cost
	Labor	Non-Labor	Total	Recurring Expenses
<b>Funding Sources</b>				
<b>Existing Budget</b>				
Other- H/C Commissioner Pct. 3 (10	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Current Budget	\$	\$	\$	\$
<b>Additional Budget Request (Requires Fiscal Review Request Form)</b>				
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Additional Budget Request	\$	\$	\$	\$
Total Funding Request	\$	\$	\$	\$
<b>Personnel (Fill out section only if requesting new PCNs)</b>				
Current Position Count for Service	-	-	-	-
Additional Positions Request	-	-	-	-
Total Personnel	-	-	-	-

**Anticipated Court Date: March 26, 2024****Anticipated Implementation Date (if different from Court date): April 1, 2024**

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**File #:** 24-1590**Agenda Date:** 3/26/2024**Agenda #:**

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**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item**Contact(s) name, title, department:** Cassandra Green, P.E.; Director, Interim - Technical Services; HCED**Attachments** (if applicable):2024 Harris County Fee Schedule - Geotechnical Engineering and Construction Materials Engineering Services  
Labor and Unit Rates/ General Notes.

Harris County Fee Schedule  
Geotechnical Engineering and Construction Materials Engineering Services  
Labor and Unit Rates  
April 1, 2024

**Harris County Fee Schedule "General Notes" 2024**

**1 GENERAL**

- 1.1 All Geotechnical Engineering and Construction Materials Engineering services including sampling, field and laboratory testing, and inspection services ("Services") performed by the Consultant are required to follow HCED, HCFCD, and/or TXDOT Guidelines and must be authorized by Harris County.
- 1.2 Services not specifically authorized by Harris County will not be paid for.
- 1.3 Failure to perform specified services in accordance with Harris County requirements may result in the cancellation of the Consultant's purchase order.
- 1.4 Harris County requires the use of internet-based software program(s) to maintain consistent administrative and technical control of its projects throughout the County.

**2 ENGINEERING SERVICES**

- 2.1 Engineering Services shall be performed by a professional engineer in good standing licensed in the State of Texas and employed full-time by the Consultant (the "Consultant's Engineer").
- 2.2 All Construction Materials Engineering reports relating to Services performed by the Consultant shall be reviewed and signed by the Consultant's Engineer. The Consultant's Engineer does not need to sign specimen pick-ups or Project cancellation reports.
- 2.3 For engineering review of services and engineering reports by the Consultant's Engineer, Harris County will compensate the Consultant at the "Project Engineer" rate of ½ (0.5) hour of engineering time for each engineering report. Engineering review time will not be allowed on specimen pick-up reports, cancellation reports, and revised or updated reports to include additional data on a report such as additional compressive strength tests on concrete cylinders and CSS molded specimen reports.
- 2.4 Harris County shall also compensate the Consultant at the respective rate of the Consultant's Engineer when attending Project-related on-site and progress meetings at the request of Harris County.
- 2.5 Overtime will not be allowed for any engineering services.

**3 FIELD SERVICES**

- 3.1 "Sampling" is defined as the process of procuring materials for subsequent testing or examination that is performed by a certified technician with knowledge of appropriate sampling procedures.
- 3.2 "Specimen Pickup" is defined as the process of retrieving "specimens" usually prefabricated in the field such as cylinders, beams, or cubes, and transporting those specimens to the laboratory for subsequent testing or examination.

**Harris County Fee Schedule  
Geotechnical Engineering and Construction Materials Engineering Services  
Labor and Unit Rates  
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- 3.3 Field Services shall be performed by the Consultant's certified engineering technicians and invoiced based on the technician's certification level in accordance with the Fee Schedule and project documents. Certifications should be obtained through NICET, ACI, TX-APA / HMA, ACCP, and programs associated with ASNT – TC1A.
- 3.3.1** A non-certified technician may be allowed to assist a certified technician on a Project provided two or more technicians are required.
- 3.3.2** Specimen Pickup shall be performed, whenever possible, as part of a scheduled field trip or by the full-time technician assigned to the Project.
- 3.3.3** Specimen Pickup not performed as a part of a scheduled field trip or by the technician assigned to the Project shall be compensated at the technician rate as straight time, not a 4-hour minimum. Specimen pick-up shall be invoiced based on the technician's certification level but will not exceed the Code 10700 rate.
- 3.3.4** Field sieve analysis drilled shaft slurry tests, and lime slurry percent-solids determination shall be performed in the field as part of the field inspection services without an additional testing charge.
- 3.3.5** The rates for coring of Portland cement concrete or asphaltic concrete (HMAC) are inclusive of the coring equipment and patching of the core hole with a conventional concrete mixture for concrete or cold-patch asphaltic materials for asphaltic concrete. The technician's time for performing the coring and vehicle charges will be in addition to the applicable coring rates. Patching with specialty materials will be reimbursed by Harris County at cost plus 10%.
- 3.3.6** A minimum of a 30-minute unpaid lunch shall be taken by the field technician for work over eight (8) hours unless otherwise approved in writing by Harris County.
- 3.4 Harris County shall compensate the Consultant for reasonable travel time as agreed upon by Harris County and Consultant, prior to project commencement, and based on Google Maps at the time of the proposed travel and invoiced to the nearest ¼ (0.25) hour. The compensation will be based on a portal-to-portal basis between the Consultant's facility and the Harris County Project or other Project-related locations.

**4 LABORATORY SERVICES**

- 4.1 Fees for laboratory tests are inclusive of sample preparation unless specifically noted in the attachment. Compensation shall not be paid for personnel services and or materials related to such testing, except as specifically noted in this attachment.
- 4.2 Unless otherwise requested by Harris County, an aggregate correction factor will not be determined for use in adjusting the aggregate gradation and asphalt content when testing HMAC in accordance with ASTM D6307. Laboratory reports should include a note indicating that an aggregate correction factor was not used in the calculation of the reported results.

Harris County Fee Schedule  
Geotechnical Engineering and Construction Materials Engineering Services  
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**5 OTHER SERVICES**

**5.1 GEOTECHNICAL SERVICES**

- 5.1.1** All geotechnical borings shall be staked by the Consultant and shall be compensated at the rate applicable to the lab representative performing the staking but shall not exceed the Code 10400 rate.
- 5.1.2** Geotechnical logging shall be performed by a qualified technician (with a min. NICET II Soils or SB101/102) or a graduate engineer or a graduate geologist for geotechnical sampling and soil classification. Logging shall be compensated at the Code 10700 rate. Costs for logging services shall be in addition to fees for geotechnical drilling and sampling services.
- 5.1.3** Borings shall be sampled in accordance with HCED, HCFCD, and or TXDOT Geotechnical Investigation Guidelines.

**5.2 TRAFFIC CONTROL**

- 5.2.1** If traffic control is necessary during the geotechnical field operations, qualified personnel or a qualified subcontractor must be engaged to provide traffic control. The proposed use of traffic control must be approved in advance by Harris County.

**6 REPORTING**

Consultant shall document all field and laboratory services in a written report prepared in accordance with project specifications and standard methods.

**6.1 Reports shall contain the following:**

- 6.1.1** Project Name, Consultant Report Number, and Harris County Job Number.
- 6.1.2** Personnel name and certification typed or printed legibly.
- 6.1.3** Time of departure from Consultant's facility.
- 6.1.4** Time of arrival at Project.
- 6.1.5** Standby time, if any.
- 6.1.6** Services requested and performed.
- 6.1.7** Time of departure from Harris County project.
- 6.1.8** Time of arrival at Consultant's facility.
- 6.1.9** Overtime hours, if any.
- 6.1.10** Appropriate Specification and or Test Method as defined in Project Documents.
- 6.1.11** Signature of Engineer reviewing the report.

**6.2** Reports shall contain hours of service for each visit to the Harris County Project, including Specimen Pickup.

**6.3** All reports must be received by Harris County and uploaded into their respective folder via the internet-based system(s) utilized within 7 calendar days of the original date of service or completion of required laboratory tests.

**6.4** Final reports presenting strength test results shall be sent to Harris County within three (3) business days following the test date.

**Harris County Fee Schedule  
Geotechnical Engineering and Construction Materials Engineering Services  
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- 6.5 Failing laboratory test results must be reported to Harris County by telephone and by email within one business day of the date of the failing test.

**7 COMPENSATION AND INVOICING**

- 7.1 Compensation of Consultant for personnel performing sampling, testing, inspection, and traffic control services shall be as stated in the Fee Schedule and shall include reasonable travel time, as agreed upon by Harris County and Consultant prior to project commencement and based on Google Maps at the time of proposed travel. The compensation will be based on a portal-to-portal basis between the Consultant's facility and the Harris County Project or other Project-related locations.
- 7.2 Fees for services are inclusive of all tools, equipment, and consumable supplies needed to perform the subject services, except for coring or as specifically noted in the attachment.
- 7.3 Fees for services performed on an hourly basis shall be recorded to the nearest  $\frac{1}{4}$  (0.25) hour and will be compensated at the applicable rate.
- 7.4 Overtime for field services is applicable for any hours worked before 6:00 a.m. or after 6:00 p.m., Monday through Friday, and any hours worked on Saturday, Sunday, or a holiday or over 8 hours per day. The overtime rate is 1.5 times the standard rate. Harris County will compensate the Consultant for weekend or after-hours work for CSS, concrete compression tests, etc.
- 7.5 A minimum charge of four (4) hours for field technician, vehicle, and equipment (where charged on an hourly rate) shall apply to each visit to the Project site or an authorized off-site location for sampling, observation, inspection, or testing as outlined in the Fee Schedule. The maximum Vehicle Charge shall be eight (8) hours at the rate outlined in the Fee Schedule.
- 7.6 All hourly services invoiced shall be accompanied by the Consultant representative's signed time sheet, including the name and classification of the individual. Hourly services shall be invoiced to the nearest  $\frac{1}{4}$  (0.25) hour.
- 7.7 A minimum of 30-minute lunch shall be taken for continuous work of more than eight (8) hours on Harris County Projects.
- 7.8 If a technician has departed for the Project, prior to receipt of a cancellation notice, the Consultant shall be compensated at the applicable technician rate for the time required to and from the Consultant's facility plus the applicable Vehicle Charge. A two (2) hour minimum shall apply.
- 7.9 If a technician/inspector is assigned to more than one Harris County Project in one day, his or her actual time on both Projects shall be charged (i.e., no minimum charge for both Projects), provided the total time exceeds four (4) hours. All hours invoiced must be supported by copies of reports and a signed timesheet or daily activity report sheets, which contain the name of the personnel, and their certification, and shall be signed by an HCED inspector.

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- 7.10 Consultant may be reimbursed by Harris County for services of a qualified subcontractor or consultant, authorized in advance by Harris County, at cost plus 10%.
- 7.11 Reproduction charges shall be compensated at current commercial rates.
- 7.12 All reimbursable expenses of the Consultant shall be supported by documentation acceptable to Harris County. Reimbursable such as photographs, reproduction material, delivery, background checks, safety training/orientation, traffic control, parking, and badging, etc., shall be invoiced and reimbursed at cost + 10%. Receipts for reimbursable expenses must be submitted with the Consultant's invoice for the reimbursable expense. Harris County shall not reimburse the Consultant's unsupported reimbursable expenses.
- 7.13 For preparation, input, reproduction, mail-out distribution, and filing of Reports by the Consultant's Administrative / Clerical Support Staff, Harris County will compensate the Consultant at the Administrative Assistant and Clerical Support rate for  $\frac{1}{2}$  (0.5) hour for each report issued. Administrative / Clerical Support Staff will be allowed only once for each report. This rate will apply only to the initial issuance of a report and does not apply to updated or revised reports which may include additional data on a report such as additional compressive strength tests on concrete cylinder and CSS molded specimen reports.



Harris County Fee Schedule  
Geotechnical Engineering and Construction Materials Engineering Services  
Labor and Unit Rates  
April 1, 2024

Categories	Code	Description	Standard	Unit	Rate
Labor Rates	10100	Principal, P.E.		Hr.	266
Labor Rates	10200	Senior Engineer, P.E. (10 yrs experience)		Hr.	218
Labor Rates	10300	Project Engineer, P.E. or Project Geologist, P.G.		Hr.	176
Labor Rates	10400	Graduate Engineer, Graduate Geologist or Project Manager		Hr.	122
Labor Rates	10500	Technician, NICET IV		Hr.	112
Labor Rates	10600	Technician, NICET III, HMA – II		Hr.	107
Labor Rates	10700	Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102		Hr.	96
Labor Rates	10750	Technician, ACI Field Grade I and TxDOT Soil SB – 102		Hr.	83
Labor Rates	10800	Technician, ACI Field Grade I, TxDOT Soil SB – 101, or SB-102 or HMA – 1B		Hr.	69
Labor Rates	10900	Technician (Non-Certified)		Hr.	59
Labor Rates	11000	Senior Certified Welding Inspector, SCWI or Non Destructive Tester, ACCP Level III		Hr.	138
Labor Rates	11100	Welding Inspector, CWI or Non Destructive Tester, ACCP II		Hr.	122
Labor Rates	11200	Associate Welding Inspector CAWI		Hr.	80
Labor Rates	11400	Non Destructive Tester, ACCP II with Assistant ( 2 man crew)		Hr.	181
Labor Rates	11500	Administrative Assistant and Clerical Support		Hr.	75
Labor Rates	15000	Vehicle Charge		Hr.	13
Labor Rates	15100	Reimbursable Expenses			Cost+10%
Labor Rates	15200	Services provided by quotation			Cost+10%
Aggregates	20100	Sieve Analysis – Coarse Aggregates	C136	Ea.	66
Aggregates	20200	Sieve Analysis – Fine Aggregates	C136	Ea.	66
Aggregates	20300	Rel. Density & Absorption – Coarse Aggregates	C127	Ea.	98
Aggregates	20400	Rel. Density & Absorption – Fine Aggregates	C128	Ea.	119
Aggregates	20500	Bulk Density & Voids in Aggregate	C29	Ea.	46
Aggregates	20600	Absorption – Coarse Aggregates	C127	Ea.	54
Aggregates	20700	Absorption – Fine Aggregates	C128	Ea.	54
Aggregates	20800	Finer Than 75-um (No. 200) Sieve	C117	Ea.	60
Aggregates	20900	Organic Impurities in Fine Aggregates	C40	Ea.	59
Aggregates	21000	LA Abrasion (Fine and Coarse Aggregate)	C131/535	Ea.	251
Aggregates	21100	Clay Lumps and Friable Particles	C142	Ea.	67
Aggregates	21200	Lightweight Particles	C123	Ea.	320
Aggregates	21300	Sand Equivalent	D2419	Ea.	79
Aggregates	21400	Na/Mg Sulfate Soundness of Aggregates (5 Cycles)	C88	Ea.	426
Aggregates	21500	Na/Mg Sulfate Soundness of Aggregates (add'l Cycles)	C88	Ea.	246

Harris County Fee Schedule  
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Categories	Code	Description	Standard	Unit	Rate
Portland Cement Concrete	30050	Mix Design Review	None	Ea.	533
Portland Cement Concrete	30100	Compressive Str. Cylinder	C39	Ea.	21
Portland Cement Concrete	30200	Flexural Str. Beam	C78	Ea.	33
Portland Cement Concrete	30300	Split Tensile Str.(Incl prep)	C496	Ea.	132
Portland Cement Concrete	30400	Time of Set by Penetration	C403	Ea.	409
Portland Cement Concrete	30500	Linear Shrinkage & Thermal Coef (Bar)	C531	Set 3	395
Portland Cement Concrete	30600	Length Change of Hydraulic-Cement Mortar and Concrete	C490/C157	Set 3	156
Portland Cement Concrete	30700	Density of Structural Lightweight Concrete	C567	Ea	98
Portland Cement Concrete	30800	Concrete Coring, Minimum Charge	C42	Min	639
Portland Cement Concrete	30900	Concrete Coring (4" Diameter to 6" Thickness)	C42	Ea.	127
Portland Cement Concrete	31000	Concrete Coring, 4", Additional Thickness (Over 6" to 12")	C42	In	12
Portland Cement Concrete	31100	Concrete Coring, Additional Thickness (Over 12")	C42	In	15
Portland Cement Concrete	31110	Concrete Coring (6" Diameter to 6" Thickness)	C42	Ea.	192
Portland Cement Concrete	31112	Concrete Coring, 6", Additional Thickness (Over 6" to 12")	C42	In	18
Portland Cement Concrete	31113	Concrete Coring, 6", Additional Thickness (Over 12")	C42	In	24
Portland Cement Concrete	31200	Preparation of Core, Cap & Test	C42	Ea.	95
Portland Cement Concrete	31300	Measuring Length of Core	C174	Ea.	34
Portland Cement Concrete	31400	Pachometer Survey (Magnetic Induction)	None	Day	116
Portland Cement Concrete	31500	Probe Penetration Test Equipment (Plus Probes)	C803	Day	111
HMAC	40100	Mix Design Review	None	Ea.	533
HMAC	40200	HMAC Design (In-Place)	None	Ea.	2780
HMAC	40300	Trial Batch (Up to 5 Points) Excludes Testing	None	Ea.	1966
HMAC	40400	Additional Points	None	Ea.	283
HMAC	40500	Extraction/Gradation	Tex-210F	Ea.	245
HMAC	40600	Specific Gravity	D2041 & Tex-201F	Ea.	87
HMAC	40700	HVEEM Stability	Tex-208F	Set	115
HMAC	40800	Bulk Density – Lab Molded or Cores	Tex-207F	Set	65
HMAC	40900	Bulk Density Core	Tex-207F	Ea.	62
HMAC	41000	Molding Specimens	Tex-206F	Set	77
HMAC	41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea.	110
HMAC	41200	Apparent Specific Gravity	Tex-202F	Ea.	82
HMAC	41300	Absorption Recovery	Tex-211F	Ea.	394
HMAC	41400	Moisture Susceptibility	Tex-531C	Ea.	573

Harris County Fee Schedule  
Geotechnical Engineering and Construction Materials Engineering Services  
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Categories	Code	Description	Standard	Unit	Rate
HMAC	41500	Penetration	D5	Ea.	104
HMAC	41600	Ductility	D113	Ea.	138
HMAC	41700	Viscosity	D2170	Ea.	115
HMAC	41800	Asphalt Coring, Minimum Charge	None	Min.	639
HMAC	41900	Asphalt Coring (4" Dia. to 6" Thickness)	None	Ea.	113
HMAC	42000	Asphalt Coring (4" Dia. over 6" Thickness)	None	In	11
HMAC	42150	Asphalt Coring (6" Dia. to 6" Thickness)	None	Ea.	180
HMAC	42160	Asphalt Coring (6" Dia. over 6" Thickness)	None	In	16
HMAC	42200	Measuring Thickness of Asphalt	D3549	Ea.	27
HMAC	42300	PMA Extraction/Gradation	D2172	Ea.	328
HMAC	42400	PMA Extraction/Gradation	D6307	Ea.	203
HMAC	42500	Asphalt Content	D4125	Ea.	104
HMAC	42600	Molding Superpave Specimens	Tex-241-F	Set	565
HMAC	42700	Hamburg Wheel	Tex-242-F	Ea.	1130
Structural Steel	50100	Radiographic Source, Iridium	None	Day	148
Structural Steel	50200	Radiographic Source, Cobalt 60	None	Day	171
Structural Steel	50300	Ultrasonic Equipment	E114/E273/E587/E797	Day	110
Structural Steel	50400	Magnetic Particle Inspection	E709	Day	44
Structural Steel	50500	Skidmore-Wilhelm Tension Indicator	None	Day	174
Structural Steel	50600	Torque Wrench	None	Day	64
Structural Steel	50700	Discontinuity (Holiday) Equipment	None	Day	115
Structural Steel	50800	Dry Film Thickness Equipment (Tooke Gauge)	D4138	Day	44
Structural Steel	50900	Dry Film Thickness Equipment (Magnetic)	D7091	Day	44
Masonry	60100	Compressive Strength, Mortar Cubes	C109	Set 6	169
Masonry	60200	Compressive Strength, Mortar Cubes	C109	Ea.	28
Masonry	60300	Compressive Strength, Mortar or Grout Cylinder	C780/C39	Ea.	28
Masonry	60400	Compressive Strength, Grout Prism	C1019	Set 3	180
Masonry	60500	Measurement, Brick	C67	Ea.	71
Masonry	60600	Compressive Strength Test, Brick	C67	Ea.	40
Masonry	60700	Flexural Strength Test, Brick	C67	Ea.	55
Masonry	60800	Absorption of Brick, 24 hr.	C67	Ea.	87
Masonry	60900	Absorption of Brick, 5 hr.	C67	Ea.	86
Masonry	61000	Measurement, CMU	C140	Ea.	37

Harris County Fee Schedule  
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Categories	Code	Description	Standard	Unit	Rate
Masonry	61100	Weight, CMU	C140	Ea.	104
Masonry	61200	Moisture Content, CMU	C140	Ea.	104
Masonry	61300	Compressive Strength, CMU	C140	Ea.	170
Masonry	61400	Compressive Strength, CMU Hollow Prism	C1314	Ea.	226
Masonry	61500	Compressive Strength, CMU Grouted Prism	C1314	Ea.	339
Fireproofing	70100	Density of SFRM	E605	Ea.	46
Fireproofing	70200	Cohesion/Adhesion of SFRM (Equipment only)	E736	Ea.	35
Roofing	80400	Compressive Strength of Ltwt. Insulating Concrete	C495	Set 4	146
Roofing	80500	Compressive Strength of Ltwt. Insulating Concrete	C495	Ea.	38
Roofing	80600	Unit Weight of Ltwt. Insul. Concrete	C495	Set 2	66
Soils	90100	Liquid and Plastic Limits	D4318	Ea.	76
Soils	90200	Moisture Content of Soils by Mass	D2216	Ea.	12
Soils	90300	Moisture Content by Microwave	D4643	Ea.	38
Soils	90400	Sieve Analysis	D422	Ea.	69
Soils	90500	Sieve Analysis w/ Hydrometer	D422/D7928	Ea.	164
Soils	90600	Percent Passing #200 Sieve	D1140	Ea.	59
Soils	90700	Specific Gravity	D854	Ea.	71
Soils	90800	pH of Soils	D4972	Ea.	21
Soils	90900	Unconfined Compressive Strength	D2166	Ea.	54
Soils	91100	Unconsolidated-undrained Triaxial Compression	D2850	Ea.	77
Soils	91200	One-Dimension Consolidation	D2435	Ea.	479
Soils	91300	Consolidation, Additional Increment	D2435	Ea.	62
Soils	91400	Dispersive Characteristic by Pinhole Test	D4647	Ea.	345
Soils	91500	Dispersive Characteristic by Crumb Test	D6572	Ea.	46
Soils	91600	Double Hydrometer	D4221	Ea.	266
Soils	91700	Soil Suction – Filter Paper	None	Ea.	69
Soils	91900	California Bearing Ratio	D1883	Ea.	259
Soils	92000	Soil Shrinkage Factors by Mercury Method	D427	Ea.	77
Soils	92100	Soil Shrinkage Factors by Wax Method	D4943	Ea.	97
Soils	92200	One-Dimensional Swell, Cohesive Soil	D4546	Ea.	373
Soils	92300	OMD Standard Compaction	D698	Ea.	246
Soils	92400	OMD Modified Compaction	D1557	Ea.	263
Soils	92500	Max. & Min. Density – Sand	D4253/D4254	Ea.	320

Harris County Fee Schedule  
Geotechnical Engineering and Construction Materials Engineering Services  
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Categories	Code	Description	Standard	Unit	Rate
Soils	92600	Percent Solids in Lime Slurry	None	Ea.	52
Soils	92700	Optimum Lime Content – pH Method	D6276	Ea.	283
Soils	92800	Optimum Lime Content – PI Method	None	Ea.	292
Soils	94100	Cement Sand Compressive Strength	D1633	Ea.	86
Soils	94200	Cement Content of Soil-Cement	D806	Ea.	377
Soils	94300	Sieve Analysis - Base Material	C136	Ea.	115
Soils	94400	Compressive Strength Treated Base	Tex-120E	Ea.	311
Soils	94500	OMD Standard Compaction, Treated	D698	Ea.	273
Soils	94600	OMD Modified Compaction, Treated	D1557	Ea.	289
Soils	95100	Nuclear Density Gauge	D6938	Hr.	13
Slip-Lining and Manhole Repair	100200	Coring and Strength of Gunite Panel	C42/C39	Core	147
Subsurface Exploration(Geotechnical)	110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	None	Ft.	24
Subsurface Exploration(Geotechnical)	110020	Soil Boring, Intermittent 3-in. dia. (50' to 100')	None	Ft.	27
Subsurface Exploration(Geotechnical)	110030	Soil Boring, Continuous 3-in. (0 to 20')	None	Ft.	27
Subsurface Exploration(Geotechnical)	110031	Soil Boring, Continuous 3-in. (20' to 50')	None	Ft.	32
Subsurface Exploration(Geotechnical)	110032	Soil Boring, Continuous 3-in. (50' to 100')	None	Ft.	45
Subsurface Exploration(Geotechnical)	110040	Soil Boring over 100' (Surcharge)	None	Ft.	12
Subsurface Exploration(Geotechnical)	110050	Wash Boring	None	Ft.	15
Subsurface Exploration(Geotechnical)	111060	Auger Boring	None	Ft.	14
Subsurface Exploration(Geotechnical)	110070	Undisturbed/Split-Spoon in Wash/Auger	None	Ea.	48
Subsurface Exploration(Geotechnical)	110071	Piezometer Installation	None	Ft.	26
Subsurface Exploration(Geotechnical)	110072	Piezometer Abandonment	None	Ft.	21
Subsurface Exploration(Geotechnical)	110080	Grouting of Completed Boring	None	Ft.	13
Subsurface Exploration(Geotechnical)	110090	ATV Surcharge	None	Ft.	11
Subsurface Exploration(Geotechnical)	110100	Minimum Charge for the Exploration (to be used if charges are less than \$1000.00)	None	LS	1065
Subsurface Exploration(Geotechnical)	110110	Mobilization/Demobilization	None	LS	746
Subsurface Exploration(Geotechnical)	110120	TDH Cone Penetration Test	None	Ea.	33
Subsurface Exploration(Geotechnical)	110130	ATV Mobilization Surcharge	None	LS	266
Subsurface Exploration(Geotechnical)	110140	Portable Drilling Rig Operation (Crew of two)	None	Hr	320
Subsurface Exploration(Geotechnical)	110150	Standby (Crew of two)	None	Hr	320
Subsurface Exploration(Geotechnical)	110160	Daily Mobilization (Crew)	None	Day	565

**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF HARRIS       §**

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO  
 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT  
 AND FUGRO USA LAND, INC.**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

On or about August 27, 2019, the Parties entered into an Agreement for Professional Services to provide staff augmentation, geotechnical engineering, and related services as may be needed in support of the District's engineering, environmental, and maintenance programs (the "Master Agreement").

The Parties previously amended the Agreement, on April 13, 2021, to provide for additional staff augmentation, geotechnical engineering, and related services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the projects (the "First Amendment").

The Parties amended the Agreement a second time, on October 26, 2021, to provide for additional staff augmentation, geotechnical engineering, and related services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the projects (the "Second Amendment").

The Parties now desire to amend the Master Agreement for the third time (the "Third Amendment").

The District requires additional staff augmentation, geotechnical engineering, and related services as provided under Article 1, Character and Extent of Services.

The Engineer is willing to provide the necessary additional engineering services for further consideration.

The District and the Engineer now desire to increase the Limit of Appropriation by \$916,766.50, to \$1,666,766.50.

Commissioners Court adopted an updated Fee Schedule and General Notes for Geotechnical Engineering and Construction Materials Engineering Services on March 26, 2024, effective April 1, 2024, and the Parties desire to replace Exhibit B with Revised Exhibit B, the updated Fee Schedule.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- Section 1: The recitals set forth in this order are true and correct.
- Section 2: Exemption from the County Purchasing Act under Texas Local Government Code § 262.024(a)(4) is hereby granted.
- Section 3: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, the Third Amendment to Agreement for Professional Services by and between the Harris County Flood Control District and Fugro USA Land, Inc. to provide additional staff augmentation, geotechnical engineering, and related services as may be needed in support of the District's engineering, environmental, and maintenance programs, for a fee increase of \$916,766.50, raising the maximum fee to be paid by the District to \$1,666,766.50, said Third Amendment to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.
- Section 4: All Harris County and Harris County Flood Control District officials and employees are authorized to any and all things necessary or convenient to accomplish the purposes of this order.