

461



STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH

WHEREAS, County desires that Contractor provide geotechnical engineering services during advanced planning activities and construction materials testing services related to construction of an Administration and Operations Facility for services provided by the Fort Bend County Public Transportation Department (hereinafter "Services"); and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Section 2. Personnel

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

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

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is three hundred thousand dollars and no/100 (\$300,000.00) to include any third-party expenses which will be reimbursed at cost. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The Maximum Compensation shall be allocated as follows:

3.1.1. \$30,000.00 lump sum fee for Geotechnical Services – Base Scope of Work

3.1.2. \$270,000.00 for Construction Materials Testing

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

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of three hundred thousand dollars and no/100 (\$300,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed three hundred thousand dollars and no/100 (\$300,000.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter.

Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

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

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

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

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

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County.

Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

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

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND IN THE ATTACHED EXHIBIT A TO COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS CONTRACTOR FOR ANY REASON ARE HEREBY DELETED.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its

disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

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

should not be disclosed. The parties expressly agree that this Agreement is not proprietary or confidential information.

Section 13. Independent Contractor

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

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

Section 14. Notices

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

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

County:	Fort Bend County Public Transportation Department 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 301 Jackson Street, Suite 719 Richmond, Texas 77469
Contractor:	Ninyo & Moore, Inc. 2313 West Sam Houston Parkway North, Suite 119 Houston, Texas 77043

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

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

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

Section 15. Compliance with Laws

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

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

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

Section 23. Captions

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

Section 24. Conflict

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2014.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

10-28-2014
Date

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

APPROVED:

Paulette Shelton
Paulette Shelton, Director
Public Transportation

Ninyo & Moore, INC.

Jay T. Sundevara
Authorized Agent- Signature

JAY T. SUNDEVARA
Authorized Agent- Printed Name

PRINCIPAL
Title

10/10/14
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$300,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

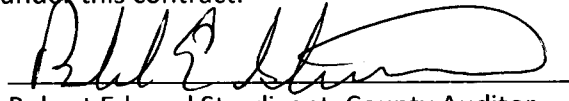

Robert Edward Sturdivant, County Auditor

EXHIBIT A

SCOPE OF WORK

SITE AND PROJECT DESCRIPTION

The project consists of the development of approximately 12 acres for the construction of several structures and paved areas for a Bus Maintenance Facility. The development will consist of an approximately 18,000 square feet Administration and Operations facility, about 160,000 square feet of employee and bus parking area, a 14,000 square feet bus wash facility, a 29,000 square feet Maintenance Facility, and a fuel site.

The site location will be determined and structures should be 1 to 2 stories in height. Structural loads and grading will be determined by others; structural loads will be representative for this type of structure and little to no fill will be needed to raise the site grade.

The site is to be accessible to normal, truck-mounted drilling equipment, and site access will be granted. Field work is to be accomplished during normal business hours (Monday through Friday, 8:00AM to 5:00PM). The site will not require clearing of trees or brush to access the boring locations. Work to be accomplished using auger drilling equipment operating at a normal rate of penetration. If auger refusal is encountered, the drilling will be terminated and County notified. Boreholes can be backfilled with the drilling spoils. Some ground disturbance should be expected as a result of the field work. No Traffic control measures, permitting or environmental clearance will need to be provided by Contractor. Contractor will not perform a 100-foot deep boring for this project to estimate the "Site Class" for buildings located in jurisdictions complying with the International Building Code (IBC).

GEOTECHNICAL SERVICES – Base Scope of Work

1. Perform geologic research (reviewing readily available published and in-house geotechnical literature of the site and the general site area including geologic maps), and a walking geologic reconnaissance of the project site.
2. Conduct a site visit to select and mark out the proposed boring locations. Contact Texas 811 prior to exploration.
3. Drill, log, and sample up to 24 exploratory borings. The borings will extend up to 20 feet below the ground surface (bgs) and be situated within the proposed building areas. Borings are to be advanced with a truck-mounted drill rig.

4. Collect geotechnical soil samples continuously through any fill or to a depth of 12 feet and at five-foot intervals thereafter. Samples will be taken using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
5. Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, and strength testing (i.e. unconfined compression and pocket penetrometer).
6. Prepare a geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Texas. The report will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Subsurface soil, rock (if encountered), and groundwater conditions;
 - Maps and boring plans;
 - Excavation characteristics of on-site soils;
 - Earthwork considerations;
 - Potential for re-use of on-site soils;
 - Subgrade preparation measures in building and non-building areas;
 - Expansive soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by Texas Department of Transportation (TxDOT);
 - Suitable foundation types;
 - Allowable bearing pressures;
 - Concrete pavement thickness; and
 - Boring logs including laboratory test results.

CONSTRUCTION MATERIALS TESTING SERVICES

The scope of services to be performed during the construction phase are outlined below:

- Proof-rolling observation of the subgrade;
- Field compaction testing of the pad subgrade, structural fill, paving subgrade and utility trench backfill soils;
- Cast-in-place concrete sampling and testing for foundations, slab-on-grade, tilt-walls, sidewalks, and paving;
- Rebar Inspection;

- Laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), 200 Wash, and Compressive Strength Testing of Concrete and Grout test specimens;
- Structural steel inspection; and
- Project management, data processing and report review services of laboratory and field test reports.

FEE

Geotechnical Services

Work Scope described above for a lump sum fee of \$30,000 (Thirty Thousand Dollars).

Additional borings performed outside the above base scope during initial field exploration: \$55 per foot of drilling.

Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with the attached Schedule of Fees valid through December 31, 2015.

Construction Materials Testing (CMT)

Upon receipt of the final set of construction plans and contractor's schedule, fee estimate to be provided and approved according to scope of work described herein and priced according to the attached Schedule of Fees valid through December 31, 2015. Total Cost not to exceed \$300,000.

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 155
Senior Engineer/Geologist/Environmental Scientist	\$ 125
Senior Project Engineer/Geologist/Environmental Scientist	\$ 115
Project Engineer/Geologist/Environmental Scientist	\$ 105
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 95
Staff Engineer/Geologist/Environmental Scientist	\$ 85
GIS Analyst	\$ 65
Field Operations Manager	\$ 75
Supervisory Technician	\$ 65
Nondestructive Examination Technician, UT, MT, LP	\$ 90
Senior Field/Laboratory Technician	\$ 55
Field/Laboratory Technician	\$ 45
Concrete/Asphalt Batch Plant Inspector	\$ 85
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 85
Technical Illustrator/CAD Operator	\$ 45
Geotechnical/Environmental/Laboratory Assistant	\$ 36
Information Specialist	\$ 36
Data Processing, Technical Editing, or Reproduction	\$ 36

OTHER CHARGES

Rebar Locator (Pachometer)	\$ 120/day
Vehicle Usage	\$ 8/hr
Nuclear Density Gauge Usage	\$ 9/hr
Vapor Emission Kits	\$ 30/kit
Direct Project Expenses	Cost plus 15%
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work in excess of 8 hours per day and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Field personnel are charged portal to portal.

INVOICES

Invoices will be rendered monthly unless otherwise arranged, and are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days. Attorney fees or other costs incurred in collecting delinquent accounts will be paid by the client.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318	\$ 55
California Bearing Ratio (CBR), D 1883	\$ 185
One Dimensional Consolidation, D 2435	\$ 310
Consolidation Additional Increments, D2435	\$ 45
Hydrometer Analysis, D 422	\$ 110
Double Hydrometer Analysis, D 4221	\$ 155
Moisture Content, D 2216	\$ 8
Moisture and Density, D 2937	\$ 35
Permeability, D 2434	\$ 200
Specific Gravity, D 854	\$ 50
Standard Proctor Density, D 698	\$ 175
Modified Proctor Density, D 1557	\$ 190
(Rock corrections add \$70)	
Sieve Analysis, D 422	\$ 55
Sieve Analysis, -200 Wash, D 1140	\$ 45
Swell Test, D 4546	\$ 290
Triaxial Shear, UU, one point, D 2850	\$ 55
Unconfined Compression, D 2166	\$ 40
Pinhole Dispersion Test, D 4647	\$ 245
Crumb Test Dispersive Test, D 6572	\$ 40
Lime Determination, PI Method	\$ 210
Lime Determination, pH Method, D 6276	\$ 200
Compressive Strength Cement Stabilized Sand, D 1633	\$ 65
Standard Proctor Density Treated Soils, D 698	\$ 195
Modified Proctor Density Treated Soils, D 1557	\$ 205

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 65
Brick Absorption, 5-hour boiling, C 67	\$ 65
Brick Absorption, 7-day, C 67	\$ 55
Brick Compression Test, C 67	\$ 30
Brick Moisture as received, C 67	\$ 30
Brick Measurement, C 67	\$ 50
CMU Block Compression Test, 8x8x16, C 140	\$ 75
CMU Block Unit Weight and Absorption, C 140	\$ 70
CMU Block Moisture Content, C 140	\$ 70
CMU Block Measurement, C 140	\$ 25
Compressive Strength, Grout prism, C 1019	\$ 40
Compressive Strength, Mortar Cube, C 109	\$ 20

Concrete / Cement

Compressive Strength, C 39	\$ 15
Flexural Test, C 78 or C 293	\$ 25
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	\$ 300
Concrete Core Compressive Strength, Includes Prep, C 42	\$ 70
Concrete Core Measurement, C 174	\$ 10
Concrete Coring Minimum Charge	\$ 300
Concrete Coring - 4" Diameter to 6-inch depth	\$ 90
Concrete Coring Additional Thickness 6" to 12" depth	\$ 8/inch
Concrete Coring Additional Thickness, over 12" depth	\$ 10/inch
Compressive Strength Lt. Wt. Insulating Concrete, C 495	\$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	\$ 25

Fireproofing

Density of SFRM, E 605	\$ 35
Cohesion/Adhesion of SFRM, E 736	\$ 25

Asphalt Concrete

Asphalt Mix Design Review, Job Spec	\$ 190
Asphalt Mix Design, 5-points	\$ 1500
Extraction, % Asphalt, including Gradation, TEX 210F	\$ 190
Hveem Stability, Tex 208F	\$ 90/set
Bulk Density Lab Molded Samples, Tex 207F	\$ 50/set
Bulk Density Core, Tex 207F	\$ 45
Molding Specimens, Tex 206F	\$ 55/set
Measurement of Asphalt Cores	\$ 10
Asphalt Coring Minimum Charge	\$ 300
Asphalt Coring - 4" Diameter to 6-inch depth	\$ 80
Concrete Coring Additional Thickness over 6" depth	\$ 7/inch
Maximum Theoretical Unit Weight, Tex 227F	\$ 80

Aggregates

Absorption, Coarse, C 127	\$ 50
Absorption, Fine, C 128	\$ 50
Clay Lumps and Friable Particles, C 142	\$ 50
Los Angeles Abrasion, C 131 or C 535	\$ 180
Organic Impurities, C 40	\$ 45
Sieve Analysis, Coarse Aggregate, C 136	\$ 50
Sieve Analysis, Fine Aggregate, C 136	\$ 50
Decantation, C 117	\$ 45
Specific Gravity, Coarse, C 127	\$ 70
Specific Gravity, Fine, C 128	\$ 85

Special preparation of standard test specimens will be charged the technician's hourly rate.

**Transportation Planning, Engineering,
Environmental Analysis, and Design of
Administration and Operations Facility
for the Fort Bend County Public Transportation
Department
SOQ 14-027**

Prepared For:

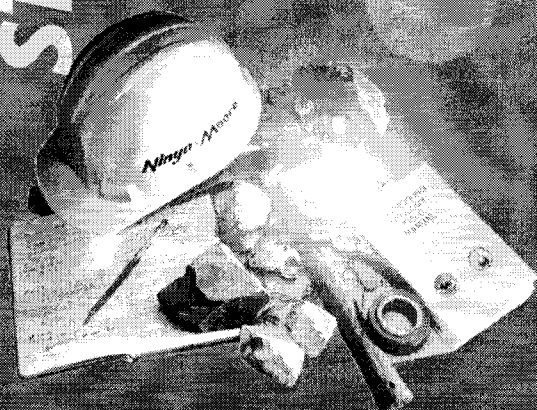
FORT BEND COUNTY
PURCHASING DEPARTMENT
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469



Prepared By:

NINYO & MOORE
Geotechnical and Environmental Sciences Consultants
2313 West Sam Houston Pkwy North, Suite 119
Houston, Texas 77043

P-70565
December 19, 2013



Ninyo & Moore
Geotechnical
and
Environmental
Sciences
Consultants

December 19, 2013
Proposal No. P-70565

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469

**Subject: Statement of Qualifications
Transportation Planning, Engineering, Environmental Analysis, and Design of Administration and
Operations Facility for the Fort Bend County Public Transportation Department
SOQ 14-027**

Dear Selection Team Members:

Ninyo & Moore is pleased to submit this Statement of Qualifications (SOQ) for your review and approval. It is our desire to be selected by Fort Bend County to provide geotechnical engineering services for the above referenced Administration and Operations Facility. Upon review of our qualifications, we trust that you will find Ninyo & Moore to be highly qualified to perform all aspects of the geotechnical services referenced in the Request for Qualifications.


Ninyo & Moore Geotechnical and Environmental Sciences Consultants was established over 25 years ago to provide geotechnical and environmental engineering, and materials testing and inspection services to clients in the governmental (federal, state, and local), commercial, and private sectors. Our firm and/or our Houston staff have provided services either directly for or through other consultants to many state and local public work entities throughout the west and southwest including TxDOT, Harris County, City of Sugar Land, City of Missouri City, CALTRANS, ADOT, Maricopa County and the FHWA, to name a few. Additionally, as a company, Ninyo & Moore has provided services on nearly 2,000 projects for various public agencies.

As a member of your team, Ninyo & Moore and its key staff personnel will be committed to Fort Bend County with responsive services in an efficient, quality-driven and cost-effective manner.

Client satisfaction is Ninyo & Moore's most important accomplishment; as a result, 90% of our clients are repeat customers. As our client, you can be assured that Ninyo & Moore will work closely with your project and administrative staff to ensure we are fully responsive to your needs and it is our goal to exceed the County's quality and schedule expectations.

We thank you for your consideration of our qualifications and look forward to establishing a working relationship with Fort Bend County.

Respectfully submitted,
NINYO & MOORE



Jay T. Sunderwala, PE
Principal Engineer



George H. Purvis
Senior Project Manager

JTS/GHP/lis

Distribution: (1) Original; (12) Copies; (1) Flash Drive



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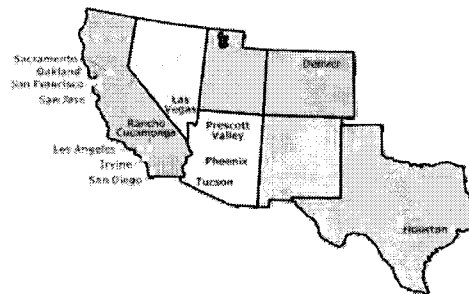
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EXECUTIVE SUMMARY

Ninyo & Moore has reviewed the Statement of Qualifications (SOQ 14-027) provided by Fort Bend County to provide geotechnical engineering services for the design and construction of an Administration and Operations Facility for services provided by the Public Transportation Department. Ninyo & Moore will demonstrate in this submittal that our team is capable of thoroughly addressing a wide range of geotechnical issues or concerns associated with the Administration and Operations Facility project, including the employee and bus parking areas, bus wash facilities, maintenance facilities, and fuel facilities as rapidly, comprehensively, and cost-effectively as possible. Our Houston office personnel, led by Mr. Jay Sunderwala, have a combined 125+ years of geotechnical and materials testing experience and are more than capable of meeting the requirements of this contract.

Ninyo & Moore was established in 1986 as a Type S Corporation in San Diego, California and is currently ranked No. 183 on the ENR Top Design Firms list. For over 25 years, the company has grown to include 400 employees in 14 offices throughout Texas, California, Nevada, Arizona, and Colorado. Specific strengths of Ninyo & Moore, which we believe make us exceptionally well qualified to undertake any of the requested projects, include:



- ☑ **Projects** - Ninyo & Moore has successfully completed numerous geotechnical projects for a variety of clients from municipalities to the federal government and from planners to constructors.
- ☑ **Quality Assurance/Quality Control** - Ninyo & Moore's geotechnical consulting services are rendered in strict compliance to the firm's rigorous Quality Assurance/Quality Control program, which goes beyond the expectations of the industry. Ninyo & Moore's quality assurance program is designed to be flexible while ensuring that the data is of sufficient and appropriate quality to fulfill project requirements.
- ☑ **Laboratories** - Ninyo & Moore's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA). A list of our scope of accreditation can be found at the A2LA website (www.a2la.org). See Appendix A for copies of our laboratory certifications.

Ninyo & Moore has also provided geotechnical services for over 20 Federal Transit Administration (FTA)-funded projects, the **Santa Monica Big Blue Bus Maintenance Building**, **Corona Transit Facility**, and the **OCTA Bus Maintenance and Operations Base**, all of which are described in Tab 2 of this submittal. Our experience and expertise providing geotechnical engineering services for public-sector projects is also showcased in the performance of other similar projects, such as the **Harris County Institute of Forensic Sciences Building**, the **City of Sugar Land Public Works and Water Utilities Complex**, **Julia C. Hester House Recreation Center**, and the **Burnett Bayland Gymnasium**, which can also be found in Tab 2.



If you have any questions or comments regarding information found within this submittal, please contact:

Mr. Jay Sunderwala, PE
Office Manager/Principal Engineer
2313 W. Sam Houston Parkway North, Suite 119
Houston, Texas 77043
(713) 973-8400
jsunderwala@ninyoandmoore.com

Mr. Sunderwala will be our primary contact for this contract and is authorized to negotiate, represent and contractually bind Ninyo & Moore.



TAB 1

UNDERSTANDING SCOPE OF WORK



TAB 1: UNDERSTANDING SCOPE OF WORK

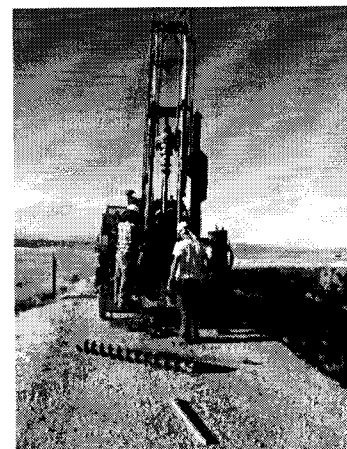
Geotechnical Services

Typical Project Approach: Starting with the initial proposal request, we will determine the objective and timing of the project. The next step will be to develop a project approach. Through our initial discussions with Fort Bend County (the County) and other project members, we will determine the applicable project standards, guidelines, and regulations. A preliminary review of in-house proprietary and published information (i.e., aerial photographs, geologic and topographic maps, reports, etc.) will be performed to acquire a general understanding of the site conditions and limitations. A preliminary site visit may also be performed, if appropriate, to further assess the site conditions. The information collected at this stage will be used to formulate a technical approach to the project. This approach and associated cost will be presented in a project proposal and submitted to the County for their review and comment.

Following the review and approval of the work scope and budget, we will assign the various technical tasks to the appropriate project personnel. Immediately following the receipt of the notice to proceed, the project will be entered into our accounting database. In-house project meetings will be held to assess the needs of the project and adherence to the project schedule. In addition to these meetings, County personnel will be provided with project updates, as the project progresses, and will be informed of any geotechnical issues that may impact the project.

The following is a generalized breakdown of the typical phases of a project along with a brief description of the services that may be included. The actual scope of work and work product will depend on the actual nature of the projects assigned.

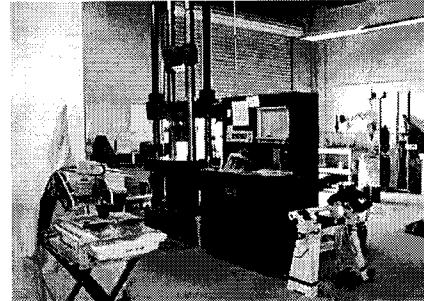
- ☑ **Preparation of the proposal to address the Request for Proposal:** The proposal will present an understanding of the project, a scope of services, expected deliverables, schedule, and an estimated cost for the services. In preparing the cost estimate and schedule, a detailed breakdown of personnel hours, reimbursables, and costs are typically prepared and can be included in the formal proposal.
- ☑ **Acquisition and review of background materials:** Pertinent existing background information, such as as-built plans, geotechnical reports, topographic maps, and geologic reports and maps, would be obtained and reviewed. Principal sources for this information would include the U.S. Geological Survey, and our in-house resources. The information collected during this phase is crucial to developing a preliminary understanding of the site conditions so that the most appropriate exploration program can be formulated.
- ☑ **Acquisition of permits and utility clearance:** Prior to any subsurface exploration, required permits may need to be obtained and existing underground utilities will need to be located so that there are no conflicts with the planned subsurface exploration. Clearance of underground utilities would be conducted through Texas811. If the exploratory borings are going to be in the street, a permit/approved traffic control plan may need to be obtained from Fort Bend County. Excavations in environmentally and culturally sensitive areas or flood plains would require additional permits.
- ☑ **Performance of field services:** For geotechnical design projects, subsurface exploration would likely be involved. Subsurface explorations can include the excavation, sampling, and logging of "small-diameter" borings and/or backhoe test pits. Sampling will be conducted by driving split spoon or pushing Shelby tube samplers, and by extracting bulk samples from auger flights or test pits. These services will be conducted with contract drillers or





excavators. Other means of subsurface exploration may include engineering scale geophysical surveys such as seismic refraction, magnetic, electromagnetic, ground penetrating radar (GPR), and electrical resistivity surveys.

- ☑ **Laboratory testing:** For geotechnical design projects, typical laboratory tests include Atterberg limits, consolidation, direct shear, expansion index, in-situ moisture content and dry density, maximum density/optimum moisture determination, CBR, sieve analysis, and soil corrosivity which includes chloride and sulfate content and pH and minimum resistivity. These tests will be conducted in our full service, A2LA accredited laboratory located in Houston.



- ☑ **Data analysis:** Following the collection of existing, applicable project information and acquisition of new data, our highly qualified technical staff will review, compile and analyze the data so that the appropriate design and/or construction parameters can be formulated. Ninyo & Moore uses the most up-to-date engineering software.
- ☑ **Reports:** The presentation of our findings is crucial to adequately convey our geotechnical information to the client and other design professionals. Depending on the needs of the County, the presentation of our findings, conclusions, and recommendations can be submitted in written reports, and/or provided electronically.

Pavement Design

Ninyo & Moore personnel have extensive experience providing designs for new and rehabilitated pavements. Pavement design specifications are developed using standard design methods and the results of laboratory testing, including R-value and CBR testing of the subgrade soils. Pavement design recommendations include subgrade preparation and compaction requirements; thickness and type of base materials required for supporting the finished pavement; and thickness of concrete or asphalt concrete paving sections. Ninyo & Moore project personnel also have expertise developing optimum pavement repair strategies. Additionally, we evaluate special situations where pavement performance has not met expectations and provide objective pavement expertise in evaluating the causes of less than desired performance.

Pavement designs are performed in accordance with the regulations and guidelines of local, county, state, and federal agencies and include:

- Flexible pavement (asphalt concrete, asphalt rubber hot mix)
- Rigid pavement (portland cement concrete)
- Superpave

Our pavement rehabilitation evaluations provide various alternatives for pavement rehabilitation, including:

- Overlays and seals
- Skin and crack patching
- Reinforcing pavement fabrics
- Removal and reconstruction
- Cold in place recycling

Foundation Analysis and Design

Ninyo & Moore routinely provides geotechnical foundation recommendations for support of all types of structures, including public and commercial buildings and facilities, roadway, parking facilities, bridges, utility plants, and waterfront structures.



Ninyo & Moore is experienced in providing site-specific recommendations that include:

- Foundation type and size
 - ☒ spread footings
 - ☒ mat
 - ☒ driven piles
 - ☒ drilled piles/caissons
- Allowable bearing, lateral, and uplift capacities
- Modulus of subgrade reaction
- Estimated settlements and settlement rates
- Construction recommendations for mitigation of:
 - ☒ expansive soils
 - ☒ collapsible soils
 - ☒ corrosive soils
 - ☒ compressible soils
 - ☒ liquefiable soils
 - ☒ saturated/weak soils
- Constructability considerations
- Subgrade preparation
- Lateral load resistance (passive pressures and friction coefficients)
- Dynamic or transient loads

Coordination and Quality Control

- Project coordination, technical support and management, including review of the plans and specifications.
- The Principal Engineer and Soils Laboratory Manager will monitor all aspects of the testing, data interpretation, and engineering recommendations.

Project Communications/Coordination

We will take responsibility for timely and clear communication with all team members regarding our services including the A/E Team with respect to design parameters, structural loads, grading, etc. Through our experience, we have had to coordinate with multiple agencies concurrently and have been successful in completing projects on time and within budget while gaining project approval from these multiple entities. Our success is attributed to our thoroughness in completing permit applications and submittals and by working closely with the agency personnel.

Meeting Deadlines and Budget Control

Ninyo & Moore has established effective management control systems for efficient project administration. Our experienced staff will respond quickly and efficiently to assigned task orders as well as project situations as they arise in order to meet project deadlines. Having completed many complex projects within strict time constraints, Ninyo & Moore has developed flexible management systems which allow Project Managers to draw on experienced technical and administrative personnel throughout the company. This allows the use of a wide-ranging personnel base at a reduced cost to the project, and has resulted in efficient budget control and adherence to project schedules. Contract needs are met by assigning appropriate resources (experienced personnel and equipment) as needed to meet specific project requirements. To further meet these project schedules, personnel are available for weekend and/or around-the-clock efforts.

Utilizing the above project approach and procedures, the project is delivered on time and within budget while meeting the quality standards and specifications established by the scope of services and the County's needs.

Project Schedule

All project schedules are monitored weekly by Ninyo & Moore during regular project meetings. Each key task and milestone of the project is assigned a due date by the Project Manager. Contingency time factors are built into schedules for unforeseen or unavoidable delays. The Project Manager ensures that project milestones and deliverables are completed and submitted to the client on time or ahead of schedule.



If awarded the project, we are prepared to initiate this project immediately upon receiving your authorization to proceed. We anticipate issuing a draft report within about four to five weeks after completion of field work. Preliminary recommendations can be provided about two weeks after the field work is completed. In the event that unavoidable delays occur (e.g. adverse weather, regulatory delays, etc.), the County representative for the project will be notified immediately and a new satisfactory schedule will be developed.

The goal of the Ninyo & Moore project team is to provide the highest quality services delivered on time and within budget. In the performance of other similar projects, the project team has demonstrated:

- ☒ Timely and responsive contract negotiations;
- ☒ Commitment of senior project management personnel;
- ☒ A flexible project management approach (minimal contract modification requests);
- ☒ Timely submittal of project deliverables; and
- ☒ Superior technical quality of work products.



TAB 2
FIRM EXPERIENCE



TAB 2: FIRM EXPERIENCE

Project Briefs

Firm Federal Transit Administration-Funded Project Experience

Santa Monica Big Blue Bus Maintenance Building, Santa Monica, CA

Client: LAMTA c/o HOK

Contact: Mr. Albert Kaneshiro, 310/838-9555

Role: The Santa Monica Big Blue Bus Maintenance Building project generally consists of the replacement of existing maintenance facilities located at 7th Street and Olympic Boulevard. The existing facilities will be replaced by a new approximately 59,000-square-foot maintenance building, a new approximately 2,200-square-foot electric bus recharging island, and new parking lots for servicing and storing city buses. Our services included a geotechnical evaluation of the site, including a subsurface investigation to evaluate the geologic conditions of the site, laboratory testing, and geotechnical analyses of our findings. Based on our findings, we provided geotechnical recommendations for the design and construction of the project, including excavation and compaction requirements and foundation design criteria for both shallow and deep foundation systems. We also evaluated seismic hazards at the site, including the potential for liquefaction and seismically-induced settlement. To comply with the City of Santa Monica urban run-off mitigation plan, the project will include the installation of infiltration systems for on-site percolation of storm water runoff. Our services included infiltration/percolation tests at the site to evaluate the suitability of the site for infiltration systems and to provide geotechnical recommendations for their design.

Corona Transit Facility, Corona, CA

Client: Riverside Transit Authority c/o Psomas

Contact: Mr. Peter Pountney, 619/961-2800

Role: Ninyo & Moore was retained to provide geotechnical consulting services for the design of the Corona Transit Facility located in Corona, California. The transit facility site is located east of North Main Street and north of State Route 91 and borders the existing Metrolink station and tracks in the city of Corona. Planned improvements associated with the transit facility include a bus drive with passenger loading area, bus parking, passenger parking lot, and an extension to the existing Metrolink pedestrian bridge. The planned pedestrian bridge extension will provide access to the transit facility and existing Metrolink station located on opposite sides of the Metrolink track. The geo-technical study included a review of the existing geotechnical documents and a subsurface investigation consisting of seven exploratory soil borings, laboratory testing, and geotechnical analyses and recommendations for the proposed transit facility. Significant geotechnical issues associated with the project included relatively deep, loose and compressible alluvial soil layers and excavation into existing slopes. To account for the loose soil conditions at depth, Ninyo & Moore provided deep foundation design and construction recommendations. The slopes in the vicinity of the planned excavations were also evaluated for stability and recommendations were provided.



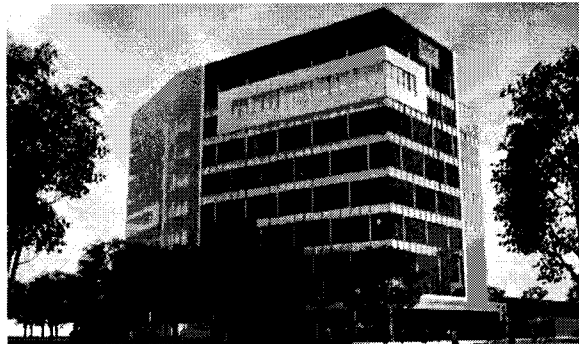
OCTA Bus Maintenance and Operations Base, Santa Ana, Santa Ana, CA
Client: Orange County Transportation Authority c/o AECOM
Contact: Mr. Daniel Whyte, 949/476-3300

Role: Ninyo & Moore was retained to provide geotechnical consulting services for the design of a new Bus Maintenance and Operations Base facility for the Orange County Transportation Authority (OCTA). The new facility was designed to handle 250 bus vehicles, including 50 articulated buses. The new facility includes a 70,000 square-foot, two-story maintenance building, a 12,000-square-foot, single-story operations building, an engine rebuild shop, a vacuum shop, a brake check area, a bus wash and cleaning facility, and a revenue collection office. In addition, the project included an asphalt-paved parking area for 425 automobiles and concrete-paved parking area for 280 buses. The improvements also included the widening of MacArthur Boulevard in front of the new facility. The estimated construction cost for the facility was approximately \$35,000,000.

Local Project Experience

Harris County Institute of Forensic Sciences Building, Houston, TX
Client: Page Southerland Page
Contact: Mr. Robert Owens, PE, 713/871-8484

Role: Ninyo & Moore performed the preliminary and final geotechnical studies for the proposed Forensic Sciences Building that will be constructed near the northeast corner of Old Spanish Trail and Bertner Avenue in Houston, Texas. The project consists of the design and construction of a nine-story laboratory building with about a 29,000 square feet footprint and a second nine-story laboratory building over a 2 level parking garage with about a 38,000 square feet footprint. Our services included performing subsurface exploration, and laboratory testing, as well as preparation of a report presenting our findings and geotechnical recommendations.



City of Sugar Land Public Works and Water Utilities Complex, Sugar Land, TX
Client: Huitt-Zollars
Contact: Mr. Brad Hibbetts, 281/496-0066

Role: Ninyo & Moore performed a geotechnical evaluation for the proposed City of Sugar Land Public Works and Water Utilities Complex project in Sugar Land, Texas. The purpose of our evaluation was to assess the subsurface conditions at the site in order to provide geotechnical recommendations for the design and construction of the project.

The project consists of the design and construction of a new two-story structure with an approximate footprint 13,000 square feet. In addition, a new single-story fleet maintenance bay and warehouse building will be constructed as part of this project as well as the associated underground utilities, drive access and parking areas. A detention pond is planned to be constructed near the southeastern portion of the site.

Ninyo & Moore's services included performing subsurface exploration, site reconnaissance, laboratory testing, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.



Julia C. Hester House Recreation Center, Houston, TX
Client: Harris County Public Infrastructure Department
Contact: Mr. John Blount, PE, 281/275-2780

Role: Ninyo & Moore performed the geotechnical evaluation for the proposed Recreation Center located at 2020 Solo Street in Houston, Texas. The project consists of the design and construction of a new recreation center in the area of the former gymnasium and covering the existing swimming pool area. The building will be high bay, tilt wall with slab-on-grade (waffle slab type) floors and the exterior walls will be supported on drilled piers. Furthermore, concrete paving, associate parking areas and underground utilities were also planned for this project site.

Ninyo & Moore's services included performing subsurface exploration, geologic research and reconnaissance, laboratory testing, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.

Burnett Bayland Gymnasium, Houston, TX
Client: Kirksey Architecture
Contact: Ms. Jody Henry, 713/850-9600

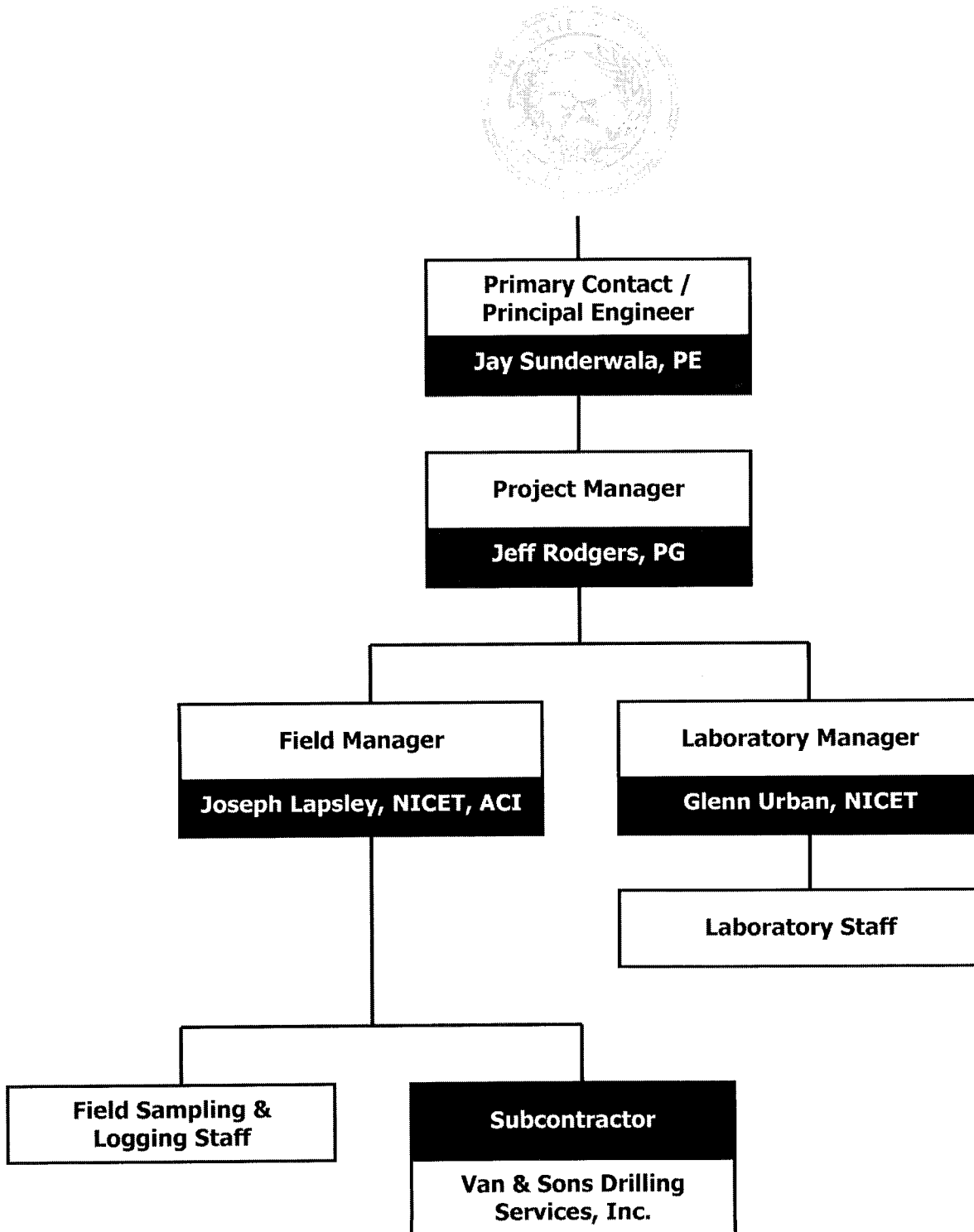
Role: Ninyo & Moore performed a geotechnical evaluation for the Burnett Bayland Gymnasium in Houston, Texas. The project consisted of the design and construction of an approximately 14,000 square foot, single-story gymnasium building in the area of the former gymnasium which is a part of the Harris County Juvenile Probation Facility. The building is planned to be about 32 feet in height and be of concrete tilt wall construction with slab-on-grade floors.

Ninyo & Moore's services included performing subsurface exploration, geologic research and reconnaissance, laboratory testing, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations. Pavement recommendations were also presented to the client.



Organizational Chart

Ninyo & Moore's team organization chart is presented below for your review.





TAB 3
STAFF EXPERIENCE



TAB 3: STAFF EXPERIENCE

Key Personnel Resumes

For this contract, we have chosen the following highly qualified team:

Jay Sunderwala, PE
MAIN-POINT-OF-CONTACT
PRINCIPAL ENGINEER

- ✓ P.E. Number: 88799 (Texas)
16758 (Nevada)
5866 (California)
- ✓ M.S. Civil Engineering (San Jose
State University)

Jay is a Principal Engineer for Ninyo & Moore's Houston office and will serve as the Primary Contact as well as the Principal Engineer for this contract. Jay is a registered licensed professional engineer in the states of Texas, Nevada, and California. He has over 19 years of experience which includes performing engineering analysis of shallow and deep foundations for complex projects, including shallow footings, conventional and post-tension mats, driven piles and large diameter shafts, retaining structures, shoring, earthwork, pavements, landslide repair, and settlement. Jay has also performed field monitoring activities, conducted geotechnical investigations involving

conventional drilling and sampling methods, Menard pressuremeter testing, and in-situ Cone Penetration Testing (CPT). He has provided earthwork and observation testing services, which include nuclear gauge and sand cone compaction testing during earthwork construction, drilled pier construction, pile driving, pressure grouting, and tieback installation. Jay is also experienced in laboratory testing for soil properties, including moisture content, dry density, unconfined compression, consolidation, swell, laboratory compaction curves, and Atterberg limits in conformance with ASTM, AASHTO, and TXDOT testing procedures. His primary role as Principal Engineer for the Houston office is responsibility for the day-to-day operations including planning, staffing and execution of all projects assigned, analysis and solution of engineering problems, and preparation of geotechnical engineering and testing reports.

Relevant Project Experience

Harris County Institute of Forensic Sciences Building, Houston, TX

Client: Page Southerland Page

Contact: Mr. Robert Owens, PE, 713/871-8484

Role: Principal Engineer for the preliminary and final geotechnical evaluations for the proposed Forensic Sciences Building that will be constructed near the northeast corner of Old Spanish Trail and Bertner Avenue in Houston, Texas. The project consists of the design and construction of a nine-story laboratory building with about a 29,000 square feet footprint and a second nine-story laboratory building over a 2 level parking garage with about a 38,000 square feet footprint. Our services included performing subsurface exploration, and laboratory testing, as well as preparation of a report presenting our findings and preliminary geotechnical recommendations.

City of Sugar Land Public Works and Water Utilities Complex, Sugar Land, TX

Client: Huitt-Zollars

Contact: Mr. Brad Hibbetts, 281/496-0066

Role: Principal Engineer for a geotechnical evaluation for the proposed City of Sugar Land Public Works and Water Utilities Complex project in Sugar Land, Texas. The purpose of our evaluation was to assess the subsurface conditions at the site in order to provide geotechnical recommendations for the design and construction of the project. The project consists of the design and construction of a new two-story structure with an approximate footprint 13,000 square feet. In addition, a new single-story fleet maintenance bay and warehouse building will be constructed as part of this project as well as the associated underground utilities, drive access and parking areas. Our services included performing subsurface exploration, site reconnaissance, laboratory testing, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.



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Role: Principal Engineer for a geotechnical evaluation for the proposed Recreation Center located at 2020 Solo Street in Houston, Texas. The project consists of the design and construction of a new recreation center in the area of the former gymnasium and covering the existing swimming pool area. Our services included performing a subsurface exploration, geologic research and reconnaissance, laboratory testing, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.

Jeff Rodgers, PG
PROJECT GEOLOGIST / PROJECT MANAGER

- ✓ Texas P.G. Number: 10657
- ✓ 9 years of experience

Jeff is a Project Geologist for Ninyo & Moore and has over 9 years of experience in geotechnical engineering. He will serve as a Project Manager for this contract. Jeff has a Bachelor Degree in Geology from Arizona State University and is a Registered Geologist in the states of Arizona and Texas. Jeff conducts geotechnical investigations and analyses, assists in geotechnical reports, coordinates and conducts field investigations, and manages projects. He has provided these services for

projects such as educational facilities, commercial buildings, highways, bridges, and other public works.

Relevant Project Experience

Harris County Institute of Forensic Sciences Building, Houston, TX
Client: Page Southerland Page
Contact: Mr. Robert Owens, PE, 713/871-8484

Role: Project Manager for the final geotechnical evaluation for the proposed Forensic Sciences Building that will be constructed near the northeast corner of Old Spanish Trail and Bertner Avenue in Houston, Texas. The project consists of the design and construction of a nine-story laboratory building with about a 29,000 square feet footprint and a second nine-story laboratory building over a 2 level parking garage with about a 38,000 square feet footprint. Our services included performing subsurface exploration, and laboratory testing, as well as preparation of a report presenting our findings and preliminary geotechnical recommendations.

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Southwest Justice Center, Avondale, AZ
Client: Architekton
Contact: Mr. Joe Salvatore, 480/894-4637

Role: Project Manager for a geotechnical evaluation for the design and construction of a new Justice Courts facility in Avondale, Arizona. The project consists of a new single-story building, paved parking and access areas, retaining walls, and storm water retention basins. Underground utilities are also planned as part of the project. Our services included performing subsurface exploration, site reconnaissance, laboratory testing, infiltration tests within the footprint of the proposed retention basins, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.

Paradise Valley Courthouse, Paradise Valley, AZ
Client: Dick & Fritsche Design Group
Contact: Mr. Bob Smith, 602/954-9060

Role: Project Manager for a geotechnical evaluation for the design and construction of a new courthouse for the Town of Paradise Valley. The new structure is a single-story, slab-on-grade structure with column loads and wall loads. The project also consisted of parking lot and roadway pavement recommendations. Our services included performing subsurface exploration, site reconnaissance, laboratory testing, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.

Joe Lapsley, NICET, ACI
LABORATORY/FIELD MANAGER

- ✓ NICET Level III Concrete
- ✓ NICET Level II Soils and Asphalt
- ✓ ACI Concrete Laboratory Technician, Level 1 and Level 2
- ✓ ACI Concrete Strength Testing Technician
- ✓ ACI Aggregate Testing Technician, Level 1
- ✓ 24 years of experience

Joe is the Field Manager in Ninyo & Moore's Houston Office. He has over 24 years of experience in the construction materials and geotechnical laboratory testing industry performing numerous duties in both the field testing and laboratory aspects.

Mr. Lapsley has performed logging of geotechnical field samples; classification and packaging of field boring samples; laboratory testing for soil moisture-density relationship, Atterberg Limits, sieve analysis, moisture contents, unconfined compressive strengths, optimum lime-determinations, CBR's, concrete compressive strength, flexural strength, time-of-setting, aggregate soundness tests, aggregate abrasion tests, concrete length change; and potential alkali silica reactivity testing in conformance with ASTM, AASHTO, and TXDOT testing procedures. His field experience includes nuclear-density testing for soil backfill and fill placements, subgrade

proofrolling observations, soil stabilization testing and monitoring, drilled pier and spread footing installation and monitoring, reinforcing steel inspections, plastic concrete field testing and strength sample fabrication, concrete and asphalt batch plant monitoring, and structural masonry testing and inspection.

Relevant Project Experience

Harris County Institute of Forensic Sciences Building, Houston, TX
Client: Page Southerland Page
Contact: Mr. Robert Owens, PE, 713/871-8484

Role: Field Manager for the preliminary and final geotechnical studies for the proposed Forensic Sciences Building that will be constructed near the northeast corner of Old Spanish Trail and Bertner Avenue in Houston, Texas. The project consists of the design and construction of a nine-story laboratory building with about a 29,000 square feet footprint and a second nine-story laboratory building over a 2 level parking garage with about a 38,000 square feet



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Role: Field Manager for the geotechnical evaluation for the proposed City of Sugar Land Public Works and Water Utilities Complex project in Sugar Land, Texas. The project consists of the design and construction of a new two-story structure with an approximate footprint 13,000 square feet. In addition, a new single-story fleet maintenance bay and warehouse building will be constructed as part of this project as well as the associated underground utilities, drive access and parking areas. A detention pond is planned to be constructed near the southeastern portion of the site. Prior to construction, some existing structures and paved areas are planned to be demolished. Our services included performing subsurface exploration, site reconnaissance, laboratory testing, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.

Williams Trace Boulevard and Highlands Drive Improvements, Sugar Land, TX

Client: City of Sugar Land

Contact: Mr. Jimmy Vandever, 281/275-2780

Role: Field Manager for the geotechnical study for the proposed reconstruction of Williams Trace Boulevard from Highway 59 to Austin Parkway and The Highlands Drive from Williams Trace to Campwood Drive in Sugar Land, Texas. Based on our estimate, the total length of reconstruction is approximately 12,700 feet. The COSL had us determine the existing pavement thickness, subsurface conditions and provide recommendations for the reconstruction of the pavement sections. Our services included performing subsurface exploration, laboratory testing, providing traffic control as needed, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.

Glenn Urban, NICET
LABORATORY MANAGER

- ✓ NICET IV (Asphalt, Concrete, Soils)
- ✓ 32 years of experience

Glenn is the Laboratory Manager responsible for the management of the laboratory duties and tasks performed in Ninyo & Moore's Houston Office. He performs laboratory testing for soil moisture-density relationship, Atterberg Limits, sieve analysis, moisture contents, unconfined compressive strengths, optimum lime-determinations, CBR's, concrete compressive strength, flexural strength, time-of-setting, and concrete

length change in conformance with ASTM, AASHTO, and TXDOT testing procedures. His field experience includes nuclear-density testing for soil backfill and fill placements, subgrade proofrolling observations, soil stabilization testing and monitoring, drilled pier and spread footing installation and monitoring, reinforcing steel inspections, plastic concrete field testing and strength sample fabrication, concrete batch plant monitoring, structural masonry testing and inspection.

Relevant Project Experience

Harris County Institute of Forensic Sciences Building, Houston, TX

Client: Page Southerland Page

Contact: Mr. Robert Owens, PE, 713/871-8484

Role: Laboratory Manager for the final geotechnical study for the proposed Forensic Sciences Building that will be constructed near the northeast corner of Old Spanish Trail and Bertner Avenue in Houston, Texas. The project consists of the design and construction of a nine-story laboratory building with about a 29,000 square feet footprint



and a second nine-story laboratory building over a 2 level parking garage with about a 38,000 square feet footprint. Our services included performing subsurface exploration, and laboratory testing, as well as preparation of a report presenting our findings and geotechnical recommendations.

Williams Trace Boulevard and Highlands Drive Improvements, Sugar Land, TX

Client: City of Sugar Land

Contact: Mr. Jimmy Vandever, 281/275-2780

Role: Laboratory Manager for the geotechnical study for the proposed reconstruction of Williams Trace Boulevard from Highway 59 to Austin Parkway and The Highlands Drive from Williams Trace to Campwood Drive in Sugar Land, Texas. Based on our estimate, the total length of reconstruction is approximately 12,700 feet. The COSL had us determine the existing pavement thickness, subsurface conditions and provide recommendations for the reconstruction of the pavement sections. Our services included performing subsurface exploration, laboratory testing, providing traffic control as needed, and the preparation of a geotechnical report presenting our findings and geotechnical recommendations.

Subcontractors

For this contract, Ninyo & Moore will use **Van & Sons Drilling Services, Inc.** to provide drilling services on an as-needed basis in order to meet the requirements of the contract. A brief firm profile can be found below.

Van & Sons Drilling Services, Inc.

Van & Sons Drilling Services, Inc., a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Historically Underutilized Business (HUB), was founded in 1980 by Vena Van Antwerp, her husband, Louis "Van", and their two sons. They are certified through TUCP (Texas Unified Certification Program) and will provide geotechnical drilling for this contract. Van & Sons field supervisors and drillers have 7 to 50 years of drilling experience with the company and operate various types of truck-mounted drill rigs including Failing and Mayhew as well as swamp buggy rigs. They are knowledgeable in both rotary wash and hollow-stem drilling procedures. They also have extensive experience in the utilization of the Osterberg, Denison, Shelby, Pitcher and Split-spoon Barrels. Van & Sons continues to acquire new drilling equipment in order to drill faster, deeper and more efficiently.



TAB 4
COMPLETENESS OF RESPONSE



TAB 4: COMPLETENESS OF RESPONSE

No backup required.



Fort Bend County
Transportation Planning, Engineering, Environmental Analysis, and Design of Administration
and Operations Facility for the Fort Bend County Public Transportation Department
SOQ 14-027
N & M Proposal No. P-70565

TAB 5
REQUIRED FORMS



TAB 5: REQUIRED FORMS

The required forms (W9, Vendor Information, Tax Form/Debt/Residence Certification, Attachment L {to be completed upon award of contract}, and Certification Forms) are included in this section for your review.

Also included in this section are the notarized Insurance Statement, Addendum No. 1 Acknowledgement, and Fort Bend County Specification Download Acknowledgement.

Name (as shown on your income tax return)

NINYO + MOORE
from above

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee☐ Other (see instructions) ►

Address (number, street, and apt. or suite no.)

5710 RUFFIN ROAD

City, state, and ZIP code

de SAN DIEGO, CA 92123

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-		-			
--	--	--	---	--	---	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer Identification number

100

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ►

Susan Nunez **Note.**

Date ▶ 1-21-2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #	Dun and Bradstreet # 15-4104079	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Ninyo & Moore Geotechnical and Environmental Sciences Consultants Year Business was Established <u>1986</u>	
Remittance Address	2313 W. Sam Houston Parkway North, Suite 119	
City/State/Zip	Houston, TX 77043	
Physical Address	Same as Above	
City/State/Zip		
County	<input type="checkbox"/> Fort Bend County Other: <u>Harris</u>	
Phone/Fax Number	Phone: <u>713-973-8400</u> Fax: <u>713-973-8450</u>	
Contact Person	Jay T. Sunderwala, PE, Principal Engineer	
E-mail	jsunderwala@ninyoandmoore.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input checked="" type="checkbox"/> MBE-Minority Business Enterprise Certification # <u>HS14500SD</u>	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	541330, 562910, 541380, 541620	

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL



HMSDC
HOUSTON MINORITY
SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

Ninyo & Moore

Has been granted **RECIPROCAL SERVICES** status as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC), and *certified by the:

*San Diego Regional Minority Supplier Development Council

**NAICS Code(s): 541330; 562910; 541380; 541620

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

March 27, 2013

HS14500SD

Issued Date

Certificate Number - Reciprocal Services Only

April 30, 2014

Expiration Date

Richard A. Huebner, President, HMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: Ninyo & Moore Geotechnical and Environmental Sciences Consultants

Mailing Address: 2313 W. Sam Houston Parkway North, Suite 119, Houston, TX 77043

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No ☐ If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that Ninyo & Moore is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is San Diego, CA.
[Company Name] [City and State]

VENDOR PAYMENT REPORT

Fort Bend County
Public Transit Department
DBELO
12550 Emily Court
Sugar Land, Texas 77478
(281) 633-7433
Fax (281) 243-6715

**FAX FORM to FBC
Public Transit DBELO:
(281) 243-6715**

1. Contract Number	2. Invoice Number
3. Reporting Period	To:
From:	

Instructions: All prime contractors are required to complete and submit this report as specified in the contract, or as requested, until final payment of the contract. Failure to comply with Fort Bend County's DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with Fort Bend County Public Transportation in the future in accordance with the procedures set forth in Fort Bend County's DBE Program. **This report must be submitted with each invoice.** Instructions for completing this report can be found on the following page.

4. Contractor's Business Name	5. Contact Person	6. Address	7. Telephone Number
Ninyo & Moore	Jay Sunderwala, PE	2313 W. Sam Houston Pkwy N., Suite 119	713-973-8400
8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications
12. Total Amount Received to date	13. Total Amount Owed	14. Committed DBE %	15. Actual DBE Participation to date

16. Name of DBE Subcontractor	17. Description of Work	18. Amount & Date of payments made during current invoice period	19. Subcontract Dollars	20. Amount paid to date	21. % Paid to Date	22. Amount of this invoice allocated to subcontractor

By completing this form, the Contractor acknowledges Fort Bend County's prompt payment policy which requires the Contractor to pay all subcontractors within 10 days of receiving payment from Fort Bend County.

Company Official's Signature and Title	Date Signed	Name and Title of Individual Completing Report

CERTIFICATION FORM

In submitting this proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

- (1) **Bid Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this proposal with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE:** Is in compliance with the Common Grant Rules affirmative action and and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Debarment and Suspension:** The undersigned is neither debarred nor suspended from Federal programs under U. S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.



Signature

Ninyo & Moore

Firm Name

Jay Sunderwala, PE / Principal Engineer

Printed Name/Title

12/19/13

Date

CERTIFICATION AND STATEMENT OF QUALIFICATIONS

The undersigned BIDDER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications and conditions thereof.

Signature: _____

Printed Name: Jay Sunderwala, PE

Title: Principal Engineer

Date: 12/19/13

Firm Name: Ninyo & Moore

Business Address: 2313 W. Sam Houston Parkway North, Suite 119, Houston, TX 77043

Telephone: Office: 713-973-8400 Fax: 713-973-8450

Firm Owner: Avram Ninyo Firm CEO: Avram Ninyo

Taxpayer Identification Number: 33-0269828

Number of years in contracting business under present name: 26

Type of work performed by your company: Geotechnical and Environmental Sciences Consultants

Have you ever failed to complete any work awarded to you? (Explain)

No.

Have you ever defaulted on a Contract? No.

Taxpayer ID _____ Date Organized: 3/5/1987

Date Incorporated: 3/3/1987

Is your firm considered a disadvantaged business enterprise (DBE)? No

If you answered yes to the DBE question, explain type. _____

ADDENDA ACKNOWLEDGMENT

Receipt of the following addenda is acknowledged (list addenda number):

Addendum No. 1

DUNS # 15-4104079

(Required) A DUNS number may be obtained from D & B by telephone (currently at 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>)

**CERTIFICATION
OF
RESTRICTIONS ON LOBBYING**
(Required for contracts over \$100,000.)

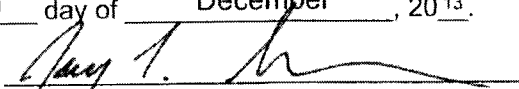
I, Jay Sunderwala, Principal Engineer, hereby certify on behalf of
(Name) (Title)
the Ninyo & Moore, that:
(Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 19th day of December, 2013.

Signed:



Printed Name:

Jay Sunderwala

Company Name:

Ninyo & Moore

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

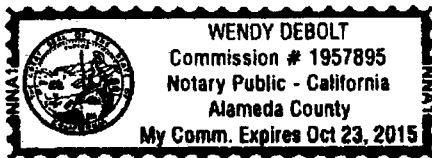
CIVIL CODE § 1189

State of California

County of Alameda

On December 18, 2013 before me, Wendy DeBolt, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Christine Silan
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Wendy DeBolt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Request for Qualification - Fort Bend County (Ninyo+Moore)
 Document Date: December 18, 2013 Number of Pages: 1 + Certif.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christine Silan

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator

☒ Other: Senior Account Manager

Signer Is Representing: Dealey, Rendon & Associates

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Dealey, Renton & Associates
Insurance Brokers



December 18, 2013

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469

MAIL
PO Box 12675
Oakland CA 94604-2675

OFFICE
530 Water Street
7th Floor
Oakland CA 94607

Tel 510 465.3090
Fax 510 452.2193
<http://dealeyrenton.com>

Re: Ninyo & Moore Geotechnical & Environmental Sciences Consultants
Request for Qualifications for Transportation Planning, Engineering, for the
Fort Bend County Public Transportation Department
SOQ 14-027

To Whom It May Concern:

As the insurance broker for Ninyo & Moore, please accept this letter as confirmation that should Ninyo & Moore Geotechnical & Environmental Sciences Consultants be selected for this project that the firm has the insurance limits or will be able to provide the insurance limits as detailed by SOQ 14-027, Request for Qualifications.

If there are any questions or further information needed, please do not hesitate to contact me directly.

Sincerely,

Christine Silan
Senior Account Manager

Offices in
Oakland CA
Pasadena CA
Santa Ana CA

License #0020739
An ESOP Company

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/18/2013

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 Christine Silan

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

**Ninyo & Moore Geotechnical &
Environmental Sciences Consultants
2313 W. Sam Houston Parkway N. Suite 119
Houston, Texas 77043**

INSURER A:	Travelers Property Casualty Co
INSURER B:	American Automobile Ins. Co.
INSURER C:	Alterra Excess & Surplus Ins. C
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6308986R247	10/03/13	10/03/14	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> Contractual				PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> OCP				GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	8108986R247	10/03/13	10/03/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS LIABILITY	CUP8986R247	10/03/13	10/03/14	EACH OCCURRENCE	\$9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$9,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81009371	05/01/13	05/01/14	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE - EA EMPL OYEE				\$1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$1,000,000	
C	OTHER Professional & Contractor's Pollution Liab.	MAX7PL0000506	10/03/12	04/03/14	\$5,000,000 per Claim \$5,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: Fort Bend County Public Transportation Department - SOQ 14-027. GENERAL LIABILITY/AUTOMOBILE LIABILITY

ADDITIONAL INSURED: Fort Bend County and the members of Commissioners Court. Insurance is primary per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation Coverage.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

**Fort Bend County
Attn: Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ~~FORWARD TO~~ MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY ~~THE ISSUING INSURER TO THE~~
~~INSURANCE AGENT TO THE~~
~~INSURANCE AGENT TO THE~~
AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED - WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Fort Bend County
Attn: Purchasing Department
Travis Annex
301 Jackson, Suite 201

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF PERSON OR ORGANIZATION CONTINUATION: Fort Bend County and the members of Commissioners Court

PROVISIONS

1. The following is added to **SECTION II - WHO IS AN INSURED:**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the in-

surance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of Insurance described in Section III — Limits Of Insurance.

- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

2. The following is added to Paragraph 4.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement with the person or organization shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement
WC 00 03 13**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured Ninyo & Moore Geotechnical &

Policy Number WZP81009371

Producer Dealey, Renton & Associates

Effective Date 05/01/13

Schedule

Fort Bend County
Attn: Purchasing Department
Travis Annex
301 Jackson, Suite 201

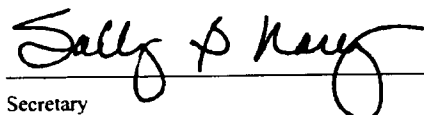
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written

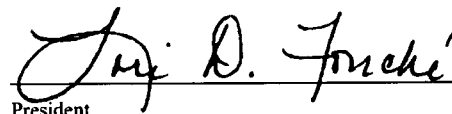
contract that requires you to obtain this agreement from us.)

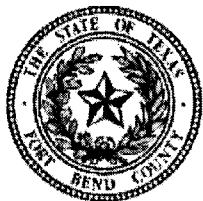
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Fort Bend County and the members of Commissioners Court

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy


Secretary


President



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

December 10, 2013

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County SOQ 14-027 Transportation Planning,
Engineering, Environmental Analysis, and Design of Administration and Operations
Facility for the Fort Bend County Public Transportation Department.

Addendum 1: Attached revised SOQ, changes on pages 11, 12 and 13.

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Ninyo & Moore Geotechnical and Environmental Sciences Consultants

Company Name

Signature of person receiving addendum

12/18/13

Date

If you have any questions please contact this office.

Sincerely,

Debbie Kaminski, CPPB
Assistant Purchasing Agent

 *** Send Results ***

Sending is complete.

Job No. 0280
 Address 2813418645
 Name
 Start Time 12/18 12:37 PM
 Call Length 00'21
 Sheets 2
 Result OK

Ninyo & Moore

Transmittal

2313 W. Sam Houston Pkwy North, Ste. 119, Houston, TX 77043 ♦ Phone 713/973-8400 ♦ Fax 713/973-8450 ♦ www.ninyoandmoore.com

To: Purchasing Department

Date: December 18, 2013

Firm: Fort Bend County

Fax No: 281-341-8645

Address: 301 Jackson, Suite 201, Richmond, TX 77469

Telephone No: 281-341-8640

From: Lauren Schuhmacher

Total Pages
Including
Transmittal: 2

Subject: Addendum No. 1 Acknowledgement

Project No: SOQ 14-027

☒ Urgent

☐ For Approval

☐ For Your Use

☐ Please Reply

☒ As Requested

Original Document:

☒ Will Not Follow

☐ Will Follow

☐ By U.S. Mail

☐ By Other

Please find the included receipt of acknowledgment regarding Addendum No. 1 for SOQ 14-027 "Transportation Planning, Engineering, Environmental Analysis, and Design of Administration and Operations Facility for the Fort Bend County Public Transportation Department".

- Geotechnical Engineering
- Engineering Geology
- Materials Testing and Inspection
- Construction Management
- Engineering Design
- Environmental Engineering
- Environmental Site Assessments
- Regulatory Compliance and Permitting
- Water Quality and Resource Evaluations
- Hazardous Waste Management
- Soil and Groundwater Remediation

Fort Bend County Specification Download Acknowledgment



***Transportation Planning, Engineering, Environmental Analysis,
and Design of Administration and Operations Facility for the Fort Bend County
Public Transportation Department
SOQ 14-027***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Legal Name of Contracting Company

Jay Sunderwala, PE

Contact Person

2313 W. Sam Houston Parkway N., Suite 119, Houston, TX 77043

Complete Mailing Address

713-973-8400

Telephone Number

713-973-8450

Facsimile Number

jsunderwala@ninyoandmoore.com

Email Address

A handwritten signature in black ink, appearing to read "Jay T. Sunderwala", is written over a horizontal line.

Signature

12/9/13

Date

*** Send Results ***

Sending is complete.

Job No. 0276
Address 2813418645
Name
Start Time 12/10 12:10 PM
Call Length 00'20
Sheets 2
Result OK

Ninyo & Moore

Transmittal

2313 W. Sam Houston Pkwy North, Ste. 119, Houston, TX 77043 ♦ Phone 713/973-8400 ♦ Fax 713/973-8450 ♦ www.ninyoandmoore.com

To: Purchasing Department

Date: December 10, 2013

Firm: Fort Bend County

Fax No: 281-341-8645

Address: 301 Jackson, Suite 201

Telephone No:

From: Lauren Schuhmacher

Total Pages
Including
Transmittal: 2

Subject: Specification Download Acknowledgement

Project No: SOQ 14-027

☒ Urgent

☐ For Approval

☐ For Your Use

☐ Please Reply

☒ As Requested

Original Document:

☒ Will Not Follow

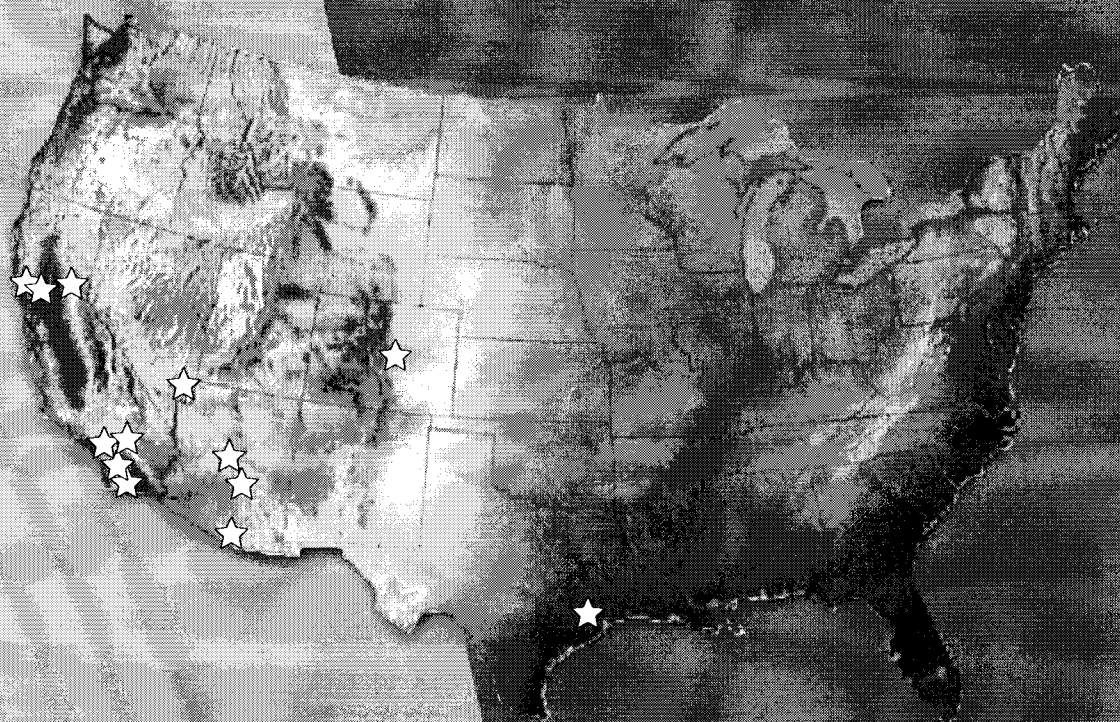
☐ Will Follow

☐ By U.S. Mail

☐ By Other

- Geotechnical Engineering
- Engineering Geology
- Materials Testing and Inspection
- Construction Management
- Engineering Design
- Environmental Engineering
- Environmental Site Assessments
- Regulatory Compliance and Permitting
- Water Quality and Resource Evaluations
- Hazardous Waste Management
- Soil and Groundwater

★ **Ninyo & Moore Office Locations**



ARIZONA

3202 East Harbour Drive
Phoenix, Arizona 85034
phone: 602-243-1800 / fax: 602-243-2699

1991 East Ajo Way, Suite 145
Tucson, Arizona 85713
phone: 520-577-7600 / fax: 520-577-7608

8281 East Jacque Drive, Suite B
Prescott Valley, Arizona 86314
phone: 928-759-8150 / fax: 928-759-8149

NEVADA

6700 Paradise Road, Suite E
Las Vegas, Nevada 89119
phone: 702-433-0330 / fax: 702-433-0707

COLORADO

6001 South Willow Drive, Suite 195
Greenwood Village, Colorado 80111
phone: 303-629-6000 / fax: 303-629-6001

TEXAS

2313 West Sam Houston Pkwy North, Suite 119
Houston, Texas 77043
phone: 713-973-8400 / fax: 713-973-8450

CALIFORNIA

(Corporate Headquarters) 5710 Ruffin Road
San Diego, California 92123
phone: 858-576-1000 / fax: 858-576-9600

475 Goddard, Suite 200
Irvine, California 92618
phone: 949-753-7070 / fax: 949-753-7071

1956 Webster Street, Suite 400
Oakland, California 94612
phone: 510-633-5640 / fax: 510-633-5646

355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
phone: 213-488-5111 / fax: 213-995-9994

11650 Mission Park Drive, Suite 101
Rancho Cucamonga, California 91730
phone: 909-758-5960 / fax: 909-758-5966

50 California Street, 7th Floor
San Francisco, California 94112
phone: 415-616-0378 / fax: 415-983-0171

1355 Halyard Drive, Suite 120
West Sacramento, California 95691
phone: 916-373-9792 / fax: 916-373-9858