

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

(Design Services – Project No. 13313)

This Agreement for Professional Engineering Services (“Agreement”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and QC Laboratories, Inc. (“Engineer”), a Texas corporation. County and Engineer may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Engineer is a professional engineering firm which provides geotechnical engineering, construction material testing, non-destructive testing, and environmental consulting services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide professional engineering services for geotechnical engineering services for the Huggins Drive Project, east of the Dixon Road-Houston Street intersection under Mobility Bond Project No. 13313; and

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

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

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

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Engineer shall render services to County as provided in Engineer's Proposal dated August 23, 2021 attached hereto as "Exhibit A" and incorporated herein by reference (the "Services").

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 28, 2028. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is Eight Thousand dollars and 00/100 (\$8,000.00). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.
- (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
- (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Eight Thousand dollars and 00/100 (\$8,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 Eight Thousand dollars and 00/100 (\$8,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Eight Thousand 00/100 (\$8,000.00).

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer 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. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer 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. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

- (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

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

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

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

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

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, HALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12. **Independent Contractor.** In the performance of work or services hereunder, Engineer 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 Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

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

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

Engineer 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. Engineer 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.

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

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or

used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
- (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Engineer otherwise 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.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
 - (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
 - (d) 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 Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots,

epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer shall not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

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

And

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

If to Engineer: **QC Laboratories, Inc.**
Attn: Bob Copus
10810 Northwest Freeway
Houston, Texas 77092

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate

person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer's Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer's Proposal to County's waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer's Proposal are hereby deleted.
30. **Indemnification by County.** **ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled “Agreement for Professional Engineering Services” and the terms of Engineer’s Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
37. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Engineer is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
41. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each

Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

QC LABORATORIES, INC

Robert Copus

Digitally signed by Robert Copus
DN: cn=Robert Copus, o=QC Laboratories,
Inc., ou, email=bcopus@qclabs.com, c=US
Date: 2025.02.12 15:19:40 -06'00'

Authorized Agent – Signature

Robert Copus

Authorized Agent- Printed Name

Vice President

Title

2/12/2025

Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

i:\agreements\2025 agreements\engineering\qc laboratories, inc. (25-eng-100405)\agmt for professional engineering services.docx.knm

EXHIBIT A

(Engineer's Proposal Follows Behind)



August 23, 2021

Sirrus Engineers, Inc.
3100 Timmons Lane, Suite 500
Houston, Texas 77027

Attn: Mr. Sujeeth Draksharam
P: 713-334-7300
E: sbd@sirrusengineers.com

Re: Proposal for Additional Scope of Geotechnical Engineering Services
Proposed Flow Line Update and Retaining Walls, Dixon Rd. and Houston St. Realignment
and Reconstruction
Proposed Huggins Rd. Widening and Extension - Wallis St. to Bois D Arc Ln.
Fort Bend County, Texas
QCL Proposal No. 40629.Revision1 [Addendum to QCL Proposal No. 40312]

Dear Mr. Draksharam:

QC Laboratories, Inc. (QCL) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the project referenced above. QCL Proposal No. 40312 (dated December 10, 2019) was previously prepared based on information provided to us on December 9, 2019. On August 16, 2021, an email from Mr. Sanjaya Ray Joshi had informed QCL that: (i) Retaining walls have been proposed on the north and south sides of the proposed Huggins Drive, east of the Dixon Road-Houston Street intersection; (ii) Dixon Road north of Huggins Road will be realigned and reconstructed; and (iii) Houston Street south of Huggins Road will be reconstructed and widened.

Project Description

QCL Proposal No. 40312 (dated December 10, 2019) Scope: The original project scope consists of improvements to Huggins Road located in Fort Bend County, Texas. The project alignment is shown on Figure 1 enclosed. Based on information provided, we understand the improvements planned consisted of the following:

- Slight realignment of the existing 2-lane asphaltic concrete (AC) Huggins Road between Dixon Road and Katy-Fulshear Road, with widening of portions of the existing roadway to 3-lanes with a center two-way left turn lane. The segment is approximately 1,900 feet, and the existing roadway is about 20 feet wide with side ditches.
- Realignment and constructing approximately 440 feet of Dixon Road north of the Huggins Road intersection.
- Extending and constructing Huggins Road from Wallis Street to Dixon Road. This segment is approximately 2,000 feet and is currently in unimproved area within private property.
- Extending and constructing Huggins Road from Katy-Fulshear Road to Charger Way. This segment is approximately 1,100 feet and is currently in unimproved area within private property.
- For the proposed widened and extended Huggins Road, both portland cement concrete (PCC) and asphaltic concrete (AC) pavement options will be considered.
- Portions of the improved roadway will have roadside ditches, but storm sewers will also be constructed at various locations along the proposed project alignment. The estimated storm sewer invert depth is about 10 feet below existing grade.

Additional Scope of Work Included in This QCL Proposal No. 40629: The additional project scope included in this proposal included:

- Construction of retaining walls on the north and south sides of proposed Huggins Road east of the Dixon Road-Houston Street intersection. Based on drawings provided by Mr. Joshi on August 16, 2021, the proposed retaining walls will have maximum heights of about 6 to 7 feet above existing grade. Review of the existing Google Earth aerial photographs indicated that there appear to be ponded or low lying areas north and south of the proposed retaining walls (with elevations of the low-lying areas estimated to be the up to about 7 to 12 feet deep).
- The Dixon Road realignment and reconstruction will be extended to about 800 feet north of the proposed Huggins Road.
- The Houston Street reconstruction (with fill to elevate the roadway, retaining wall on the west side and sloping ground at 3H:1V to meet the existing ground to the east, near the proposed Huggins Road), extending for about 520 feet south of the proposed Huggins Road, is proposed.

We understand the retaining walls will be constructed in accordance with current Fort Bend County requirements.



Scope of Additional Services

A brief summary of the additional scope of services for the proposed retaining walls, to be provided by QCL, is presented in the following paragraphs.

Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. For this additional scope of service, we plan to drill and sample:

- One (1) additional 15-ft deep soil boring (Boring B-8) on the alignment of the proposed Dixon Road realignment and reconstruction, at location shown on the updated Figure 1.
- One (1) additional 15-ft deep soil boring (Boring B-9) on the alignment of the proposed Houston Street reconstruction, at location shown on the updated Figure 1.
- Two (2) additional 25-ft deep soil borings (Borings B-10 and B-11), for the proposed retaining walls, east of the intersection of Huggins Road and Dixon Road-Houston Street, at locations shown on the updated Figure 1.
- Additionally, based on the plan and profile drawings dated August 3, 2021, the proposed flow line depths of the proposed 6'x3' RCB storm sewers/in-line detention ranges from about 6 to 18 feet below the existing ground (original estimate was less than 10 feet deep).
- Based on the above updated project information, the proposed boring depths along the proposed Huggins Road are revised as follow:

Boring	Alignment	Original Scope		Updated Scope	
		Est. Flow Line Depth, ft.	Prop. Boring Depth, ft.	Est. Flow Line Depth, ft.	Prop. Boring Depth, ft.
B-1	Proposed Huggins Road	<10	15	16	26
B-2	Proposed Huggins Road	<10	15	15	25
B-3	Proposed Huggins Road	<10	15	12	22
B-4	Proposed Huggins Road	<10	15	6	15
B-5	Proposed Huggins Road	<10	15	13	23
B-6	Proposed Huggins Road	<10	15	18	28
B-7	Proposed Huggins Road	<10	15	9	15
B-8	Proposed Dixon Road Realignment and Reconstruction	--	--	<10	15



Boring	Alignment	Original Scope		Updated Scope	
		Est. Flow Line Depth, ft.	Prop. Boring Depth, ft.	Est. Flow Line Depth, ft.	Prop. Boring Depth, ft.
B-9	Proposed Houston Reconstruction	--	--	<10	15
B-10	Retaining Wall	--	--	N/A	25
B-11	Retaining Wall	--	--	N/A	25
Total Boring Footage, feet		105		234	
Additional Boring Footage Based on Updated Project Information		129			

Some of the soil borings are located within the existing roadway pavements and will required coring using a pavement coring machine to facilitate the drilling, and will require flagmen to provide traffic control.

Drilling will be performed using truck- or all-terrain vehicle (ATV) drilling equipment. Soil samples will be evaluated in the field using a pocket penetrometer and/or SPT blow counts, depending on the soil type. The depth of groundwater will be observed during drilling and after completion of drilling. At the completion of our field program, the boreholes will be backfilled with soil cuttings and/or bentonite chips. Borings located within exiting pavement areas will be patched at the surface with an asphalt product.

QCL will notify Texas811, a utility location service, to locate the primary utilities. This utility location service will only locate utilities within dedicated public utility easements. If underground utilities are known to exist in the vicinity of the borings, QCL should be provided the opportunity to review utility plans to avoid the existing lines.

Laboratory Testing: The engineering properties of selected soil samples will be evaluated by our A2LA accredited laboratory. Laboratory tests may include, but not limited to, moisture content, unit weight, unconfined compression, Atterberg Limits, and percent passing the No. 200 sieve.

Engineering Analysis and Report: The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of this additional scope of geotechnical investigation, along with those of the original scope of



study, will be presented in an engineering report prepared under the supervision of a Texas Professional Engineer. The report will include the following:

- Logs of Borings for the original scope plus this additional scope [Borings B-1 through B-11], Plan of Borings, groundwater observations, and laboratory test results.
- Discussion of onsite soils' suitability of onsite soils for use as trench backfill, pavement embankment fill, and structural (select) fill.
- Recommendations for site and subgrade preparation, and embankment fill to achieve the design grades.
- Discussion of existing pavement sections. Portland cement concrete (PCC) as well as asphaltic concrete (AC) pavement design recommendations and construction guidelines for the proposed roadway widening and new pavements for the roadway extensions, as well as pavement subgrade preparation and stabilization.
- Excavation and groundwater control for proposed utilities.
- Recommendations for trenching, bedding and backfill for proposed utility lines installation.
- Design parameters for the proposed retaining walls, including feasible foundation type(s) and bearing depth, allowable foundation soil bearing capacity, lateral earth pressures, external stability of the retaining walls.
- Construction recommendations for the proposed retaining walls.

Additional Lump Sum Fee for Added Scope of Services

The fee for this project will be charged on a Lump Sum basis. Based upon the specified scope of services presented in this proposal, the additional lump sum fee for conducting the additional/updated scope of service is as follows:

ITEM	ADDITIONAL LUMP SUM FEE
<u>Added Scope of Geotechnical Service:</u> • Proposed Retaining Walls and Updated Storm Sewers/In-Line Detention Flow Line Depths along Proposed Huggins Road • Realignment and Reconstruction of Dixon Road north of Proposed Huggins Road • Reconstruction of Houston Street south of Proposed Huggins Road.	\$8,000



ITEM	ADDITIONAL LUMP SUM FEE
Note: The above additional lump sum fee is in addition to the lump sum fee for conducting the original proposed scope of services of \$6000 as presented in QCL Proposal No. 40312 (dated December 10, 2019)	

Schedule

A completed geotechnical engineering report will be submitted within 3 weeks following completion of field-drilling activities.

Acceptance

You can authorize this scope of service by signing and returning the attached agreement with reference to this document. Alternatively, a professional service agreement may be issued to authorize the scope of geotechnical study proposed in this proposal.

We appreciate this opportunity and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.

Sincerely,

QC Laboratories, Inc.

(Texas Registered Engineering Firm F-3601)



Peng Sia Tang, M.S.C.E., P.E.
Senior Geotechnical Engineer



FIGURE 1

August 23, 2021

Legend

Proposed Borings

