

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES

THIS AGREEMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and QC Laboratories, Inc., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide professional materials testing services for the construction of the proposed parking garage located on the Fort Bend County campus on Ransom Road, Richmond, Fort Bend County, Texas, hereinafter referred to as the "Project," and perform certain professional services in connection with the project; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services pursuant to SOQ #07-028.

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

SECTION I
SCOPE OF AGREEMENT

Contractor agrees to perform professional materials testing services in connection with the Project as stated herein and for having rendered such services, County agrees to pay to Contractor compensation as stated herein.

SECTION II
CHARACTER AND EXTENT OF SERVICES

- 2.01 Contractor agrees to provide the services described in Exhibit A, April 24, 2009, Proposal No. 22947 from Contractor, attached hereto and incorporated by reference as if set forth herein
- 2.02 Contractor agrees to complete the services called for in this section of the Agreement within one forty-five (45) calendar days from the date of this Agreement.

SECTION III
CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VII, County shall pay to Contractor an amount not to exceed \$59,600.00, including reimbursable expenses, if any.
- 3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any statement shall not be considered to be conclusive

evidence of performance by the Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 4.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department prior to the commencement of any services under this Agreement.

SECTION VI NOTICE

- 6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

QC Laboratories, Inc.
Geotechnical & Materials Engineers
10810 Northwest Freeway
Houston, Texas 77092

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Facilities Management and Planning
Don Brady, Director
1402 Band Road, Suite 100
Rosenberg, Texas 77471

- 6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII
LIMIT OF APPROPRIATION

- 7.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$59,600.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 7.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$59,600.00.

SECTION VIII
SUCCESSORS AND ASSIGNS

- 8.01 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 such other party, in respect to all covenants of this Agreement.
- 8.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX
PUBLIC CONTACT

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

SECTION X
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION XI
OWNERSHIP OF DOCUMENTS

- 11.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 11.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 11.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 11.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII
INDEMNIFICATION

- 12.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, CONSULTANTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT,**

- ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- 12.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, CONSULTANT'S, CONTRACTORS OR EMPLOYEES.**

SECTION XIII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV
MISCELLANEOUS

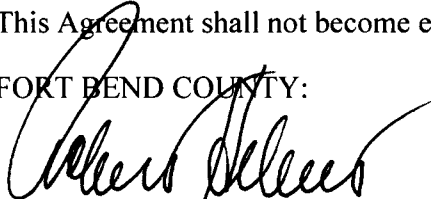
- 14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 14.04 If there is any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION XV
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:



Robert E. Hebert, County Judge


4-28-09
Date

Attest:



Dianne Wilson, County Clerk

Approved:


By: _____
Don Brady, County Facilities
Management & Planning Director

4/27/09
Date

CONTRACTOR: QC Laboratories, Inc.



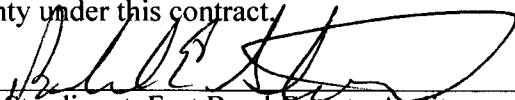
Ray Meyer, P.E.
Director of Geotechnical Services

4/27/09
Date

MER:QC Lab.Parking Garage.3729(04272009)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$59,600.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: April 24, 2009, Proposal No. 22947 from Contractor

EXHIBIT A



Fort Bend County Facilities and Planning Department
1402 Band Road, Suite 100
Rosenberg, Texas 77471
Proposal: 22947
Attention: Mr. Don Brady

April 24, 2009

Reference: Construction Materials Testing Services
Fort Bend County Justice Center Garage

Dear Mr. Brady,

QC Laboratories, Inc. is pleased to submit a cost estimate for the above referenced project.

Project Description

As we understand it, the project consists of the construction of a new four (4) story cast in place concrete parking garage. The structure consists of slab on grade on approximately three and half feet of fill material on spread footings, and post tensioned floors. The site work consists of an entry drive, storm sewer, and filling an existing ditch.

Scope of Services

Earthwork Inspection/Testing

- The technician will obtain representative samples of the subgrade, stabilized subgrade, and select fill materials. The samples will be delivered to our laboratory facility for testing. Laboratory testing will include Moisture/Density Relationships, Atterberg Limit (PI) lime determinations, and #200 Sieve Analysis. The cement-stabilized sand will be sampled and tested for compressive strength.
- The technician will observe the proof-rolling activities to detect any weak or soft areas in the subgrade soils. The proof rolling will be performed with a loaded dump truck, motor grader, or other approved construction equipment.
- The technician will perform in-place soil compaction tests for the building subgrade, select fill, utility backfill, and the paving subgrade at the frequency required by the project specifications to determine moisture content and degree of field compaction.
- The lime stabilized paving subgrade will be tested for percent solids of lime slurry and field sieve analysis of the final mixed lime soil mixture. The compacted lime soil mixture will be checked for proper depth.

Houston	League City
10310 Northwest Freeway	400 Hobbs Road, Suite 210
Houston, Texas 77092	League City, Texas 77573
Tel: 713-695-1133	Tel: 281-332-0378
Fax: 713-695-0808	Fax: 281-332-8399

www.qclabs.com

Drill Piers

- During construction of the drill piers, the technician will provide inspection to verify the plan location, depth and dimension of each pier.
- The technician will verify that the piers are founded in the proper bearing strata by visually inspecting the soils, measuring the depth of pier bottom and utilizing a pocket penetrometer.
- The technician will verify the size, length and number of reinforcing bars placed in each pier.

Reinforcing Steel Inspection

- The technician will visually inspect all concrete reinforcing steel prior to concrete placement.
- All reinforcing steel mechanical splices will be visually inspected for compliance with the project specifications.

Concrete Inspection/Testing

- The technician will verify, through the concrete batch plant tickets for each truck, that the concrete delivered to the site matches the approved design.
- The technician will visually estimate the slump of each load of concrete delivered and perform actual slump tests and other standard field tests when cylinders are prepared, or as necessary to control concrete consistency.
- The concrete temperature, ambient temperature, mixing time and placement procedures will be monitored by the on-site technician and reported. The technician will also sample concrete at the frequency specified in the project specifications. Detailed information regarding location of the placement, date of the placement and concrete mixture strength requirement will be documented in the field report.
- The concrete specimens will be delivered to the laboratory where they will be permanently identified and placed in a moist curing environment. The cylinders will be tested for compressive strength at the designated test age. At each test age, a report will be issued that includes the results of the field and laboratory testing as well as, any pertinent observations made during the concrete placement.

Masonry Inspection/Testing

- The mortar will be sampled and compressive strength specimens will be cast and delivered to the laboratory where they will be permanently identified and placed in a moist curing environment. The cubes will be tested for compressive strength at the designated test age. At each test age, a report will be issued that includes the results of the field and laboratory testing as well as, any pertinent observations made during the concrete placement.

Post Tensioning Inspection

- The technician will observe and record the placement post tension tendons. The technician will verify that the stressing equipment has been calibrated and record gauge pressure during initial and final stressing. The technician will measure and record the tendon elongations.



Project: Fort Bend County Justice Center Garage
Estimate No. 22947
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Structural Steel Inspection

- During the steel erection process, visual inspection of welded and/or bolted connections will be performed by a Certified Welding Inspection (C.W.I.) at the frequency and method outlined in the project specifications. If required, radiographic and ultrasonic testing will be performed in accordance with AWS D.1.1.

Budget Estimate

Based on the information currently available we have made an estimate of the inspection and testing cost. The estimate is enclosed and provides a breakdown of each of the services. The actual cost will be dependent on the construction schedule used by the contractor and the efficiency of the construction effort, items over which we have no control. An example would be to require overtime to complete the project.

The not-to-exceed without your prior written authorization estimate is **\$59,600**. We will notify you at budget milestones of 40 % used and 70% used. If at that point additional fees are anticipated we will notify you and request additional fees.

If there is a needed service that has not been included in the estimate we can modify the proposal.

Special Inspection Letters

If a Special Inspection letter is required by the City at the end of the project, we must be made aware of that requirement prior to the start of services so the level of testing and inspection meets the City requirements. Special Inspection letters signed by a professional engineer will be charged at \$ 150 per letter in addition to the testing and inspection services. This fee is to account for the required plan and testing review time required to issue such a letter.

Proposal Acceptance

Enclosed is our Standard Agreement for Testing and Inspection Services. If you would like to proceed with this proposal please sign and return the attached agreement.

Upon receipt we will send you a project contact summary for you to complete so that we can properly distribute the test reports.

If there are any questions about our proposed scope of services we would be pleased to work with you and clarify those issues.

Sincerely,

QC LABORATORIES, INC.



George H. Purvis
Director of Business Development

Enclosures: Estimate of Fees
Agreement for Testing and Inspection Services





Houston, Texas 77092
 Tel: 713-695-1133
 Fax: 713-695-0808

Client: Fort Bend County Facilities and Planning Department
 Project Name: Fort Bend County Justice Center Garage
 QCL Proposal No: 22947
 Date: April 24, 2009

Service	Unit Cost	Unit Basis	No.	Extension
SOILS				
Engineering Technician RT	\$ 40.00	Hour	80	3,200
Engineering Technician OT	\$ 60.00	Hour	20	1,200
Vehicle Charge	\$ 55.00	Trip	10	550
Moisture/Density Relationship (ASTM D-698 Method A)	\$ 135.00	Each	3	405
Moisture/Density Relationship (ASTM D-698 Method A) Stabilized	\$ 165.00	Each	2	330
Aterberg Limits (ASTM D-4318)	\$ 40.00	Each	4	160
Minus #200 Sieve Analysis (ASTM C-1140)	\$ 45.00	Each	3	135
Compressive Strength Cement Stabilized Sand (ASTM D-1633)	\$ 40.00	Each	8	320
Density Gauge Rental	\$ 45.00	Trip	9	405
		Subtotal		6,705
SPREAD FOOTINGS				
Engineering Technician RT	\$ 40.00	Hour	44	1,760
Engineering Technician OT	\$ 60.00	Hour	5	300
Vehicle Charge	\$ 55.00	Trip	6	330
Compressive Strength Test (ASTM C-39)	\$ 13.50	Each	40	540
		Subtotal		2,930
CONCRETE/REINFORCING STEEL				
Engineering Technician RT	\$ 40.00	Hour	640	25,600
Engineering Technician OT	\$ 60.00	Hour	40	2,400
Vehicle Charge	\$ 55.00	Trip	80	4,400
Compressive Strength Test (ASTM C-39)	\$ 13.50	Each	360	4,860
		Subtotal		37,260
MASONRY				
Engineering Technician	\$ 40.00	Hour	86	3,840
Vehicle Charge	\$ 55.00	Trip	16	880
Mortar Cube Compressive Strength Test (ASTM C-109)	\$ 13.50	Each	16	216
Grout prisma Compressive Strength Test (ASTM C-109)	\$ 13.50	Each	16	216
		Subtotal		4,930
POST TENSIONING				
Engineering Technician	\$ 40.00	Hour	180	7,200
Vehicle Charge	\$ 55.00	Trip	24	1,320
		Subtotal		8,520
STRUCTURAL STEEL				
Certified Welding Inspector/Bolt Inspection)	\$ 65.00	Hour	60	3,900
Vehicle Charge	\$ 55.00	Trip	10	550
		Subtotal		4,450
PROJECT MANAGEMENT				
Project Manager	\$ 60.00	Hour	50	3,000
Special Inspection Letters	\$ 150.00	Hour	2	300
		Subtotal		3,300
TOTAL COST ESTIMATE				\$ 59,600

This total cost estimate is based on the information currently available concerning the service scope and construction schedule. Services will be invoiced monthly based on the actual services provided. The budget will be evaluated on a monthly basis and if it appears that the budget maybe exceeded the client will be notified and appropriate action taken.