

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: July 8, 2008	Submitted By: Laura Dougherty
Court Agenda Date: July 14, 2008	Department: Facilities Management & Planning
	Phone Number: 281-633-7017

SUMMARY OF ITEM:
 Approve 2nd Amendment to the agreement for Professional Services with QC Laboratories, Inc., in an additional amount not to exceed \$6,500 with a total not to exceed amount of \$27,500, for the Justice Center.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number: 30200
 Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Justice Center

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
 Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

724-0A 3 orig. ret. to Laura at Facilities

FM 90639

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT AGREEMENT FOR
PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES**

THIS SECOND AMENDMENT to the Agreement for Professional Geotechnical Engineering Services is made and entered into by and between 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.

RECITALS

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Professional Geotechnical Engineering Services dated July 24, 2008, (collectively, the "Agreement") and First Amendment to the Agreement dated April 29, 2009, (collectively, the "First Amendment") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal dated July 8, 2009, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. An additional amount not-to-exceed \$6,500.00 (Six Thousand Five Hundred Dollars) shall be available for additional materials testing services provided by Contractor in connection with the Project as described in Exhibit A.
- B. Contractor's compensation for the Project shall not exceed \$27,500.00, which includes the original scope of work (\$16,400), the additional services in the First Amendment (\$4,600), and the services described in Exhibit A.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

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EXECUTION

This Agreement shall become effective upon execution of County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

July 14, 2009
Date

Attest:

Dianne Wilson
Dianne Wilson, County Clerk

APPROVED:

By: *Don Brady*
Don Brady, Director
County Facilities Management
& Planning Department

7-9-09
Date

CONTRACTOR: QC Laboratories, Inc.

Ray Meyer
Ray Meyer, P.E.
Director of Geotechnical Services

7/9/09
Date

MER:QC Lab.Court's Facility.3729.2nd.AMEND(07082009)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$27,500 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Proposal for additional services dated July 8, 2009
- Exhibit B: Original Agreement dated July 24, 2008 and First Amendment dated April 29, 2009

EXHIBIT A



Fort Bend County Facilities and Planning Department
1402 Band Road, Suite 100
Rosenberg, Texas 77471
Proposal: 22979
Attention: Mr. Don Brady

July 8, 2009

Reference: Construction Materials Testing Services
Fort Bend County Justice Center Preliminary Earthwork

Dear Mr. Brady,

QC Laboratories, Inc. is pleased to submit a cost estimate for the above referenced project. The estimate is based for services from July 6, 2009 through July 17, 2009.

Project Description

As we understand it, the project consists of the construction of the preliminary earthwork consisting of the backfill of an overexcavated area of the building site and any other requested services.

Scope of Services

Earthwork Inspection/Testing

- The technician will obtain representative samples of the 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 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 overexcavated subgrade and select fill backfill and any other areas requested at the frequency required by the project specifications to determine moisture content and degree of field compaction.

Other Services

- Concrete mix design review will be provided for designs submitted by the Contractor.

Houston	Chicago City
10810 Northwest Freeway	900 Robbs Road, Suite 210
Rosenberg, Texas 77492	Rosenberg, Texas 77471
PH: 713-695-1133	FAX: 817-332-8373
Fax: 713-695-0908	Fax: 817-332-8399
qcinfo@qcilabs.com	

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 **\$6,500**. 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

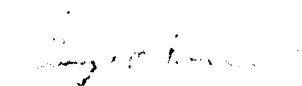
Enclosed is our Standard Agreement for Testing and Inspection Services. If you would like to proceed with this proposal please sign and return the attached agreement.

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 Preliminary Earthwork
QCL Proposal No: 22979
Date: July 6, 2009

Service	Unit Cost	Unit Basis	No.	Extension
SOILS				
Engineering Technician RT	\$ 40.00	Hour	80	3,200
Engineering Technician OT	\$ 60.00	Hour	10	600
Vehicle Charge	\$ 55.00	Trip	10	550
Moisture/Density Relationship (ASTM D-698 Method A)	\$ 135.00	Each	3	405
Atterberg Limits (ASTM D-4318)	\$ 40.00	Each	4	160
Minus #200 Sieve Analysis (ASTM C-1140)	\$ 45.00	Each	3	135
Density Gauge Rental	\$ 45.00	Trip	9	405
		Subtotal		5,455
PROJECT MANAGEMENT				
Project Manager	\$ 60.00	Hour	4	240
Concrete Mix Design Review	\$ 100.00	Each	8	800
		Subtotal		1,040
TOTAL COST ESTIMATE				\$ 6,500

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 may be exceeded the client will be notified and appropriate action taken.

Exhibit B

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

AGREEMENT FOR PROFESSIONAL GEOTECHNICAL ENGINEERING 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 herein by and through its Purchasing Agent, according to TEXAS LOCAL GOVERNMENT CODE §262.011(d), hereinafter "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 geotechnical engineering services for the construction of the proposed Fort Bend County Courts Facility located on Ransom Road, Richmond, Fort Bend County, Texas, hereinafter referred to as the "Project," and perform certain professional engineering services in connection with the project; and

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

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 geotechnical engineering 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, July 18, 2008 proposal 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 hundred twenty (120) 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 \$16,400.00, 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:

Agreement for Professional Geotechnical Engineering Services
QC Laboratories, Inc. - Courts Facility
Page 2 of 11

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 \$16,400.00, 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 \$16,400.00.

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.

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SECTION XV
EXECUTION

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

FORT BEND COUNTY:

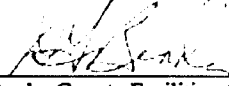


Gilbert D. Jalomo, Jr., CPPE County Purchasing Agent

²⁴
7.23.08

Date

APPROVED: *per SOQ #07.028*

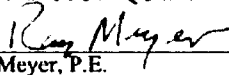
By: 

Don Brady, County Facilities
Management & Planning Director

7-24-08

Date

CONTRACTOR: QC Laboratories, Inc.



Ray Meyer, P.E.
Director of Geotechnical Services

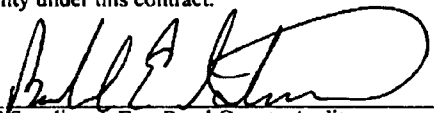
7/22/08

Date

MER-QC Lab.Court's Facility.3729(07212008)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$16,400.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: July 18, 2008 Proposal from Contractor

EXHIBIT A



LABORATORIES, INC.
Geotechnical & Materials Engineers

Mr. Don Brady
Fort Bend County Facilities and Planning Department
1102 Band Road, Suite 100
Rosenberg, Texas 77471

July 18, 2008

Reference: Revised Proposal for Geotechnical Engineering Study
Proposed Fort Bend County Court Complex
Fort Bend County, Texas
QCL No. 37926

Dear Mr. Brady,

QC Laboratories is pleased to submit this revised proposal to provide Geotechnical Engineering Services for the project referenced above. This proposal has been prepared in accordance with the Request for Proposal prepared by WP Moore dated July 8, 2008. Exceptions to the items in the request are itemized in a later section of the proposal. It is our understanding that QC Laboratories, Inc. has been pre-qualified to perform the geotechnical engineering services on the basis of our qualifications and that providing this cost estimate is the second step of the selection process.

Project Description

The site is located on Ransom Road in Rosenberg, Texas north of the new County Jail structure. The project consists of a new 235,000 sq ft, multi-story concrete structure for the proposed Court facilities. A 100,000 sq ft future addition is also planned, as is a four level parking garage. The courthouse structure includes a 6 ft deep partial basement at elevation 74, a proposed tunnel at elevation 54, a one story central plant, a one story screening area and several stairs at basement level. Currently, the site elevation is 80ft.

QC LABORATORIES, INC.
1102 BAND ROAD, SUITE 100
ROSENBERG, TEXAS 77471
713-345-1100
WWW.QCLABORATORIES.COM

Purpose and Scope Of Services

The purpose of the investigation will be to gather and analyze site-specific field and laboratory data and use this data to develop recommendations for foundation design, parameters for the tunnel design and pavement thickness selection.

The scope of services to accomplish this purpose will include:

Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. We will drill and sample a total of twenty (20) soil borings to depths varying from 6 ft in the parking area to eighty (80) ft below the structures. Specifically, the following number and depth of borings is proposed:

Structure	Boring Numbers	Depth, ft
Court Bldg	B-1	80
"	B-2	30
"	B-3	30
"	B-4	30
"	B-5	30
"	B-6	30
"	B-7	50
"	B-8	80
Tunnel	B-9	45
"	B-10	45
"	B-11	45
"	B-12	45
Parking Garage	B-13	50
"	B-14	30
Surface Parking	CB-1	6
	CB-2	6
	CB-3	6
	CB-4	6
	CB-5	6
	CB-6	6

A drawing showing the boring locations is attached. We assume that the site will be accessible with our truck mounted drilling rig at the time of drilling.



Soil samples will be obtained continuously to a depth of 16 feet and at 5 foot intervals thereafter, if applicable. Soil samples will be evaluated in the field using a pocket Penetrometer and/or a SPT blow count depending on the soil type.

Drilling will be performed by our truck-mounted rig or trailer mounted rig depending on the site conditions. Depth of groundwater table will be observed during drilling and after completion of drilling where applicable.

Laboratory Testing: The engineering properties of selected soil samples would be determined by our A2LA Accredited Geotechnical laboratory. Laboratory tests may include but not be limited to Moisture Content, Density, Sieve Analysis (#200 Sieve), Atterberg Limit, Triaxial Shear and Unconfined Compression Tests.

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 the investigation, along with conclusions and recommendations, will be reported in an engineering report prepared under the supervision of a Texas Professional Engineer.

The results of the study will be presented in a report that will include the following:

- Logs of Borings, Boring Site Plan, water level readings and laboratory test results,
- Recommendations for foundation type, depth and allowable soil bearing pressure,
- Comments concerning anticipated foundation settlement
- Comments regarding foundation construction issues,
- Recommendations regarding site preparation and fill material selection and placement,
- Lateral earth pressure recommendations for the walls of the tunnel,
- Review available ground fault maps of the area,
- Review of related foundation drawings and specifications

Contract Document Review Following issuance of the report, we will be available to review and make comments on the contract plans and specifications that relate to the foundation and earthwork. We will also be available for consultations with the structural engineer.



Fees

The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is **\$16,400**. The fee is derived by the summation of the following components:

• Field Drilling	\$6,000
• Cone Penetrometer	N/A
• Laboratory Testing	\$3,000
• Engineering and Report preparation	\$4,000
• Contract Document Review (includes 20 hr of consultation)	\$3,400

This lump sum fee assumes that the site is accessible to our truck or trailer mounted drill rig field exploration equipment. An additional charge will apply if boring locations are not accessible and any special equipment will need to be used.

Requested Scope Clarifications

The following items in the Request for Proposal are clarified below for the purpose of our scope of service.

Section III.A Cone penetrometer tests are not anticipated.

Section III.C Piezometer: Ground water will be measured at the depth it is first encountered. Up to three borings can be converted to measure the groundwater after drilling is complete by inserting a perforated PVC pipe to maintain an open borehole.

Section III.E: It is our understanding that an environmental Phase I ESA has already been completed so this item is not required.

Section III.G1 Cost estimates for dewatering systems will not be a part of this scope of services.

Schedule

The Geotechnical Investigation work for field exploration (Drilling and Sampling) will be completed within approximately one (1) week after authorization (barring inclement weather conditions). Preliminary recommendations will be completed approximately one (1) week after completion of the laboratory testing. A completed geotechnical report will be submitted in 3 to 4 weeks after receiving your authorization.



Agreement for Professional Geotechnical Engineering Services
QC Laboratories, Inc. – Courts Facility
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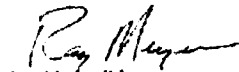
Contractual Considerations

A Purchase Order issued by Ft Bend County will serve as our authorization to proceed.

We appreciate the opportunity to submit this proposal 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.

Thank you.

QC Laboratories, Inc.



Ray Meyer, P.E.

Director of Geotechnical Services

FM90342

19245

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT AGREEMENT FOR PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES

THIS FIRST AMENDMENT to the Agreement for Professional Geotechnical Engineering Services 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 herein by and through its Purchasing Agent, according to TEXAS LOCAL GOVERNMENT CODE §262.011(d), hereinafter "County," and QC Laboratories, Inc., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

RECITALS

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NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. An additional amount not-to-exceed \$4,600.00 (Four Thousand Six Hundred Dollars) shall be available for additional surveying services provided by Contractor in connection with the Project as described in Exhibit A.
- B. Contractor's compensation for the Project shall not exceed \$21,000.00, which includes the original scope of work and the additional services described in Exhibit A.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION

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

FORT BEND COUNTY:

[Signature]
Gilbert D. Jalomo, Jr., CPPB County Purchasing Agent

4.29.09
Date

APPROVED:

By: *[Signature]*
Don Brady, Director
County Facilities Management
& Planning Department

4.29.09
Date

CONTRACTOR: QC Laboratories, Inc.

[Signature]
Ray Meyer, P.E.
Director of Geotechnical Services

4/21/09
Date

MER:QC Lab.Cour's Facility.3729.AMEND(04172009)

AUDITOR'S CERTIFICATE

I hereby certify that ^{additional} funds are available in the amount of \$ 4600.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

[Signature]
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Proposal for additional services dated April 17, 2009
- Exhibit B: Original Agreement dated July 24, 2008

EXHIBIT A



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

April 13, 2009

Reference: Proposal for Additional Geotechnical Borings
Proposed Fort Bend County Court Complex
Fort Bend County, Texas
QC# No.: M926-A

Dear Mr. Brady,

QC Laboratories is pleased to submit this proposal to provide two additional soil borings and foundation consulting for the project referenced above. This proposal has been prepared in accordance with the conversations held with W.P. Moore and yourself.

Description of Additional Consulting

The site is located on Ransom Road in Rosenberg, Texas north of the new County Jail structure. The project consists of a new 235,000 sq ft, multi-story concrete structure for the proposed Court facilities. The courthouse structure includes a 6 ft deep partial basement at about elevation 74, a proposed tunnel at elevation 54, a one story central plant, a one story screening area and several stairs at basement level. Currently, the site elevation is assumed to be 80 ft to 81 ft.

An initial geotechnical audit was completed for this structure by QC Laboratories, Inc.. The report included foundation recommendations based on the structure information available at the time. The foundation design was available for review in March of 2009 and QC Laboratories, Inc. was requested to review the proposed design and comment on items that may result in construction or performance concerns.

One significant issue was observed regarding the footings for the superstructure placed below the bottom of the tunnel system. Specifically, footing bearing pressures were recommended within the upper 10 ft at the site. It was noted on the plans that footings had been designed as deep as about 30 ft below grade near the tunnel. This was due to the issue of footing interference with the basement structure had the footings been designed for a shallower depth.



Based on the initial set of borings, the soil appeared relatively consistent across the site except for the boring (B-7) representing the tunnel area below the proposed courthouse. Therefore, it is recommended that we drill an additional two borings in the area of the tunnel/courthouse intersection to obtain additional information.

Purpose and Scope Of Services

The purpose of the additional investigation will be to gather and analyze field and laboratory data and use this data to refine our recommendations for foundation design at the tunnel/courthouse intersection.

The scope of services to accomplish this purpose will include:

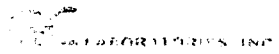
Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. We will drill and sample a total of two (2) soil borings to a depth of fifty (50) ft, each.

Soil samples will be obtained continuously to a depth of 20 ft and at 5 ft intervals thereafter, if applicable. Soil samples will be evaluated in the field using a pocket Penetrometer and/or a SPT blow count depending on the soil type.

Drilling will be performed by our truck mounted rig. Depth of groundwater table will be observed during drilling and after completion of drilling where applicable.

Laboratory Testing: The engineering properties of selected soil samples would be determined by our A2LA Accredited Geotechnical laboratory. Laboratory tests may include but not be limited to Moisture Content, Density, Sieve Analysis (#200 Sieve), Atterberg Limit, Triaxial Shear and Unconfined Compression Tests.

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 the investigation, along with conclusions and recommendations, will be reported in an engineering report prepared under the supervision of a Texas Professional Engineer.



The results of the study will be presented in a report that will include the following:

- Logs of Borings, Boring Site Plan, water level readings and laboratory test results,
- Recommendations for foundation type, depth and allowable soil bearing pressure,
- Comments concerning anticipated foundation settlement
- Comments regarding foundation construction issues.

Contract Document Review Following issuance of the report, we will be available to review and make comments on the contract plans and specifications that relate to the foundation and earthwork. We will also be available for consultations with the structural engineer.

Fees

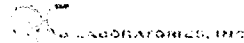
The fee for this additional service will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is \$4,600. The fee is derived by the summation of the following components:

- | | |
|----------------------------------|---------|
| • Field Drilling, Lab and Report | \$2,500 |
| • Contract Document Review | \$2,100 |

This lump sum fee assumes that the site is accessible to our truck mounted drill rig field exploration equipment. An additional charge will apply if boring locations are not accessible and any special equipment will need to be used.

Schedule

A completed geotechnical report will be submitted in 2 weeks after receiving your authorization, weather permitting.



*Proposal Fort Bend County Court Complex
QCJ Proposal No.: 37926-A
April 17, 2019*

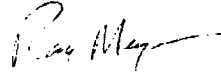
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Contractual Considerations

A Purchase Order issued by Ft Bend County will serve as our authorization to proceed.

We appreciate the opportunity to submit this proposal 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.

Thank you,
QC Laboratories, Inc.



Ray Meyer, P.E.
Director of Geotechnical Services

