

**FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM**

28B

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

Date Submitted: October 20, 2010
Court Agenda Date: October 26, 2010

Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:

Take all appropriate action to approve the Materials Testing Agreement with Terracon Consultants, Inc. in an amount not to exceed \$73,562.00 for services pertaining to the University Branch Library.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:
Activity (If Applicable): P418B-06SLLIBRY

DESCRIPTION OF LAWSON ACCOUNT: U of H Library

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

11-4-10 3 origs. ret. to Laura at Facilities

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

AGREEMENT FOR PROFESSIONAL CONSTRUCTION
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 herein by and through its Commissioners Court, hereinafter referred to as "the County," and TERRACON CONSULTANTS, INC, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide professional construction materials testing services for the University Branch Library located in 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; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

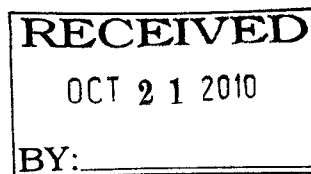
NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
 CHARACTER AND EXTENT OF SERVICES

- 1.01 Contractor shall to provide the services described in Exhibit A, September 30, 2010 proposal from Contractor, incorporated by reference as if set forth verbatim herein for all purposes.
- 1.02 Contractor agrees to complete the services called for in this Agreement on or before September 30, 2011.

SECTION II
 CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed \$73,562.00, including reimbursable expenses, if any.
- 2.02 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 invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice. Reimbursable



expenses, if any, shall be reimbursed to Contractor at-cost upon submission of properly submitted invoices and records to County.

- 2.03 Contractor's rates shall not exceed the rates included in Exhibit A.

SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 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.
- 3.03 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.
- 3.04 County shall then pay the 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.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files reports, 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 IV INSURANCE

- 4.01 During the period of this Agreement, Contractor shall maintain, at its expense, insurance with limits no less than those prescribed below with a carrier having a rating with A.M. Best & Co of A-VII or better:
- A. General Liability (including Contractual Liability):
 - Bodily Injury and Property Damage \$1,000,000.00
 - Aggregate \$2,000,000.00
 - B. Automobile Liability:
 - Bodily Injury and Property Damage \$1,000,000.00
 - Limit per Occurrence
 - C. Worker's Compensations Statutory + \$1,000,000.00
Limit Employer's Liability
 - D. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 4.02 With respect to the required insurances listed in Section 4.01, Contractor shall, if allowed by law and the insurance carrier:
- A. Name Fort Bend County as additional insured as their interests may appear, with the exception of worker's compensation insurance and professional liability insurance;
 - B. Provide County a waiver of subrogation regarding Contractor's worker's compensation insurance;

- C. Provide County with a thirty (30) day advance written notice of cancellation or material change to said insurance; and,
 - D. Provide County with Certificates of Insurance evidencing required coverages upon acceptance of this Agreement by Commissioners Court.
- 4.03 Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
- 4.04 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of 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.
- 4.05 Contractor 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 Fort Bend County.
- 4.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

SECTION V NOTICE

- 5.01 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.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to the Contractor:

Terracon Consultants, Inc.
11555 Clay Road, Suite 100
Houston, Texas 77043
713-690-8787 – fax
Attn: Jason L. Mills, Project Manager

- 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 Department
Don Brady, Director
301 Jackson
Richmond, Texas 77469

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

SECTION VI LIMIT OF APPROPRIATION

- 6.01 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 \$73,562.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 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 \$73,562.00.

SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 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.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 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 VIII PUBLIC CONTACT

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

SECTION IX 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 X
OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, reports, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 10.02 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.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, reports, 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.
- 10.04 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.
- 10.05 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.
- 10.06 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 XI
INDEMNIFICATION

- 11.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT TO THE EXTENT THAT RESULT OCCURS FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- 11.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL DIRECT EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH ARE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.**

SECTION XII
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.

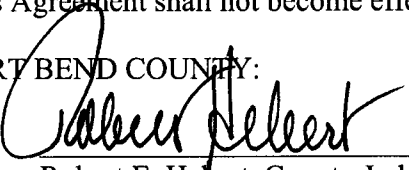
SECTION XIII
MISCELLANEOUS

- 13.01 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.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 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.
- 13.04 If there is a conflict between this agreement and Exhibit A, the provisions of this Agreement shall prevail.

SECTION XIV
EXECUTION


This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

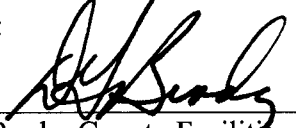
By: 
Robert E. Hebert, County Judge

Date: 10-26-2010

ATTEST:

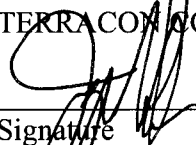

Dianne Wilson, County Clerk

REVIEWED:

By: 
Don Brady, County Facilities
Management & Planning Director



TERRACON CONSULTANTS, INC.


Signature

Date: 10/20/10

Printed Name: Jeffrey C. Roberts

Title: Vice President

MER:Terracon.PSA.UH Library.2479

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$73,562.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: September 28, 2010 Proposal from Contractor

Exhibit A



September 28, 2010

Fort Bend County - Facilities Management & Planning
Attn: Mr. James Knight, Architect
1402 Band Road, Suite 100
Rosenberg, Texas 77471

Subject: Proposal for Construction Materials Testing Services
Fort Bend County Library - University Branch
14000 University Boulevard, Sugar Land, Texas
Terracon Cost Estimate P92101330 (Revision 1)

Dear Mr. Knight:

Terracon Consultants, Inc. (Terracon) is pleased to submit this cost estimate to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on professional qualifications. In this letter we present our understanding of the scope of the project, our proposed services, and our budget estimate.

A) PROJECT INFORMATION

The site is located at 14000 University Boulevard in Sugar Land, Texas. The project involves the construction of an approximately 50,000 square foot two story library. The building foundation will consist of auger cast piles. The slab is shown to be a structural slab. The superstructure will consist of structural steel columns, beams, joists, and metal decking.

B) SCOPE OF SERVICES

Construction plans and specifications dated May 13, 2010 were reviewed in preparation for the following scope of services:

a. Earthwork Observations and Testing:

1. Provide an engineering technician to sample select fill, fill, subgrade, backfill, and treated paving subgrade materials. Prepare and test the samples for classification by the Atterberg Limits (ASTM D4318).
2. Test soil samples for moisture-density relationship (ASTM D698, and ASTM D558).
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Perform stabilization evaluation of subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical stabilization process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.

RECEIVED

SEP 29 2010

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043
P [713] 680 8889 F [713] 680 8787 terracon.com

BY: _____

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

Proposal for Construction Materials Testing Services

Fort Bend County Library – University Branch – Sugar Land, Texas

September 28, 2010 » Terracon Cost Estimate P92101330 (Revision 1)



7. Observe proofrolling operations and perform density tests of the select fill, fill, subgrade, backfill, and treated paving subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
- b. **Foundation Observations and Testing:**
 1. Observe the installation of the auger cast piles. Record the size of the shaft (including the length and auger diameter). The number, size and length of reinforcing bars used will be documented.
 2. The calculated grout volume pumped into each shaft will be documented.
 3. Sample the grout material used for the pile system. Sample 1 set of 6 grout cubes for each day's placement. Three samples will be tested at 7 days and three samples will be tested at 28 days.
 4. Provide an engineering technician to observe the installation of load piles and reaction piles, observe the load test, and provide analysis by an engineer licensed in the State of Texas.
- c. **Rebar Observation and Testing:**
 1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends scheduled notification a minimum of 24 hours prior to concrete placement.
- d. **Cast-in-Place Concrete Observations and Testing:**
 1. Sample and test the fresh concrete for each mix at point of placement. Perform tests including slump, air content, concrete temperature, and cast test specimens (ASTM C172, C31, C143, C231, and C1064). It is the contractor's responsibility to maintain the initial curing temperature of the concrete test specimens.
 2. Concrete will be sampled at a frequency of 1 set of 4 cylinders every 150 cubic yards for concrete paving and 1 set of 4 cylinders every 50 cubic yards for structural concrete. Terracon requests that a copy of the approved mix design be provided to us prior to placement of the concrete.
 3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). One set of four concrete cylinders will be prepared and two cylinders will be tested at 7 and 28 days.
 4. Provide an engineering technician to observe the concrete batching operation on the initial load of each placement, document the truck scale calibration date, and perform concrete slump tests on a periodic basis. In the absence of specified batch weight tolerances, Terracon will utilize TxDOT Item 421 Table 9 or 10 to evaluate the batching operations.
 5. Evaluate floor flatness (F_F) and floor levelness (F_L) Face Profile Numbers using the Face Dipstick®.

Reliable • Responsive • Convenient • Innovative

Page 2

c. Masonry Observation, and Mortar and Grout Testing:

1. Provide a field representative to observe the storage of masonry materials.
2. Provide a field representative to observe mixing proportions of mortar and grout used during construction.
3. Observe the placement of reinforcing steel in CMU walls and bond beams.
4. Provide an engineering technician to sample the fresh mortar during construction and cast mortar cubes or cylinders for compression tests.
5. Provide an engineering technician to sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

f. Structural Steel Observations and Testing:

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a qualified technician in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, faster spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.
4. Provide a qualified technician on a periodic basis to visually check materials and fabrication procedures in the mill, shop and field when requested. Terracon understands that this service will be needed only for a fabrication shop that is not approved by the Building Official. We have assumed that the contractor will utilize an approved fabricator; and therefore, the cost for this service is not included in this cost estimate.
5. Perform visual inspections of elevated decks. We will observe the shear studs for number, pattern, and bond.
6. In lieu of testing full penetration by the radiographic method Terracon proposed to, utilize an Ultrasonic Flaw detector to determine the quality of full joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.

C) ALTERNATE SCOPE OF SERVICES

a. Roofing Observations:

1. Attend the "kick-off" meeting for the roof installation with the owner and the roofing contractor and record meeting notes.
2. Observe the progress and quality of the work as is reasonably necessary to determine in general that it is proceeding in accordance with the construction documents. Notify the owner immediately if, in Terracon's opinion, work does not conform to the contract documents or requires special inspection or testing.

Proposal for Construction Materials Testing Services

Fort Bend County Library – University Branch – Sugar Land, Texas

September 28, 2010 – Terracon Cost Estimate P02101330 (Revision 1)



3. Prepare field reports recording activities related to the project, weather conditions, nature and location of work being performed during Terracon's site visits, verbal communications with the contractor, and specific observations.
4. Record occurrences or work that might result in a claim for a change in contract sum or contract schedule.
5. Specific jobsite activities include:
 - Review and report that materials delivered to the site are those specified.
 - Assess the condition of the substrate prior to application when Terracon's representative is present.
 - Maintain records of asphalt application temperature (if applicable) during application.
 - Record jobsite conditions.
 - Record the weather for each day's work that Terracon's representative is present, including:
 - ✓ Temperature.
 - ✓ Rain or percentage of chance of rain.
 - ✓ Wind conditions.
 - Document the progress of the roof installation when Terracon's representative is present.
 - Record the number of roofing employees present on the job
 - Record production rates.
 - Maintain ongoing punch list items for the project. Keep the contractor informed of the items on the list.
 - Take photographs of the labels on materials, the contractors access area, stored materials, and deficiencies that the workers leave uncorrected.
 - Terracon will issue copies of the daily reports for the days Terracon's representative is present, within three working days of the observation. Reports will discuss our findings and will include photographs, roof plan drawings, etc. for the progress of the work.

The quality assurance process proposed is in general conformance with ASTM D 7186-05 Standard Practice for Quality Assurance Observations of Roof Construction and Repair.

b. Metal Curtain Wall Water Leakage Observations and Testing:

1. Perform nozzle spray test in accordance with AAMA 501.2 with the exception of providing an AAMA accredited tester.

Additional Services:

If you would like Terracon to perform additional work, please contact us and we will issue a Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, simply return a signed copy of the Supplemental agreement.



Field testing services will be provided on an "as requested" basis when scheduled by client representative. A minimum of 24 hours notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly.

D) COMPENSATION

Based on the project information available for our review, we will perform construction materials testing for an estimate of \$50,992 and an alternate cost of \$22,570. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative.

Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

E) SITE ACCESS AND SAFETY

Owner shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Owner's contractors, subcontractors, or other parties present at the site.



F) TESTING AND OBSERVATION

Owner understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Owner understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Owner agrees to the level or amount of testing performed and the associated risk. Owner is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Owner's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

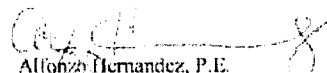
If this cost estimate is acceptable for Fort Bend County, Terracon understands that Fort Bend County will issue an Agreement for Professional Materials Testing Services for our signature.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,
Terracon Consultants, Inc.
(TBCPE Firm Registration No. E-3272)



Jason L. Mills
Project Manager
Construction Services



Alfonso Hernandez, P.E.
Construction Services Manager

Attachment:

(1) Cost Estimate

BUDGET ESTIMATE				
Fort Bend County Library - University Branch				
14000 University Boulevard, Sugar Land, Texas				
Terracon Cost Estimate P92101330 (Revision 1)				
Service	Quantity	Unit	Unit Rate	Estimate
Personnel				
Project Manager	45	hour	\$105.00	\$4,725.00
Engineering Technician, Regular Time (NICET II)	234	hour	\$50.00	\$11,700.00
Engineering Technician, Overtime (NICET II)	48	hour	\$75.00	\$3,600.00
Engineering Technician, Regular Time (ACI I)	181	hour	\$44.00	\$7,964.00
Engineering Technician, Overtime (ACI I)	48	hour	\$66.00	\$3,168.00
Certified Welding Inspector (CWI)	24	hour	\$78.00	\$1,872.00
Certified Welding Inspector, Overtime (CWI)	0	hour	\$117.00	\$0.00
Senior Certified Welding Inspector (CWI)	24	hour	\$100.00	\$2,400.00
Senior Certified Welding Inspector, Overtime (CWI)	0	hour	\$150.00	\$0.00
Floor Flatness & Levelness Technician	6	hour	\$135.00	\$810.00
Vehicle Charge	463	hour	\$7.50	\$3,472.50
Materials				
Moisture Density Relationship (ASTM D698)	4	each	\$175.00	\$700.00
Moisture Density Relationship Stabilized Soil (ASTM D698)	4	each	\$193.00	\$772.00
Atterberg Limits (ASTM D4318)	6	each	\$53.00	\$318.00
Percent Passing #200 Sieve Analysis (ASTM D1140)	6	each	\$41.00	\$246.00
Compressive Strength of Cement Stabilized Sand (ASTM D558)	3	set	\$61.00	\$488.00
Optimum Lime Content - PI Method	1	each	\$208.00	\$208.00
Nuclear Density Gauge	136	hour	\$9.00	\$1,224.00
Compressive Strength Concrete Cylinders	204	each	\$15.00	\$3,060.00
Flexural Strength Concrete Beams	30	each	\$23.00	\$690.00
Compressive Strength Mortar Cubes, Set of 6	1	set	\$120.00	\$120.00
Compressive Strength Grout Prisms, Set of 3	1	set	\$120.00	\$120.00
Compressive Strength Grout Cubes, Set of 6	16	set	\$120.00	\$1,920.00
Concrete Coring (ASTM C-174)	14	each	\$90.00	\$1,260.00
Measuring thickness of Concrete Cores (ASTM C-174)	14	each	\$11.00	\$154.00
ESTIMATED PROJECT BUDGET				\$50,992
Alternate - AAMA 501.2 Tester	36	hour	\$195.00	\$7,020.00
Roofing Inspector	160	hour	\$88.00	\$14,080.00
Roofing Inspector, Overtime	0	hour	\$132.00	\$0.00
Vehicle Charge	196	hour	\$7.50	\$1,470.00
ALTERNATE PROJECT BUDGET				\$22,570



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2011

12/28/2009

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Terracon Consultants, Inc.
1312891 Ms. Sana Riaz
18001 W. 106th Street, Suite 300
Olathe KS 66061

INSURER A: CHARTIS SPECIALTY INS. CO.**

INSURER B: **AN AIG COMPANY (A XV)

INSURER C: Travelers Property Casualty Co of America

25674

INSURER D: The Travelers Indemnity Company

25658

INSURER E: Lexington Insurance Company

19437

COVERAGES TERCO01 PC

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY	PROP3779274	1/1/2010	1/1/2011	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> CONTR'L LIABILITY				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/>				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/>				PRODUCTS - COMP/OP AGG	\$ 1,000,000
		<input type="checkbox"/>					
C	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	TC2J-CAP-131J3858-TIL-09 TJBAP131J3895	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	<input type="checkbox"/>	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$ XXXXXXXX
						AGG	\$ XXXXXXXX
A	<input checked="" type="checkbox"/>	EXCESS / UMBRELLA LIABILITY	PROU1920977 (EXCLUDES PROF. LIAB.)	1/1/2010	1/1/2011	EACH OCCURRENCE	\$ 5,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM					\$ XXXXXXXX
		<input type="checkbox"/> RETENTION \$					\$ XXXXXXXX
							\$ XXXXXXXX
C D	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TRJ-UB-131J3846-09 (AZ,OR,WI) TC2HUB131J374209 (AOS)	1/1/2010 1/1/2010	1/1/2011 1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
		E.L. EACH ACCIDENT				\$ 1,000,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
E	<input type="checkbox"/>	OTHER PROFESSIONAL LIABILITY	020562709	1/1/2010	1/1/2011	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER

4009727

SPECIMEN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'TERCO01'.