

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL MATERIALS TESTING SERVICES**

THIS FIRST AMENDMENT 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 "County," and QC Laboratories, Inc., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Professional Materials Testing Services dated August 25, 2009, (collectively, the "Agreement") 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 17, 2012, attached hereto as Exhibit A, 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 as follows:

- A. An additional amount not-to-exceed \$39,136.50 shall be available for additional services provided by Contractor in connection with the Project as described in Exhibit A.
- B. Contractor's compensation for the Project shall not exceed \$230,936.50, 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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JUL 20 2012

FM120962

8/1/12 3 originals returned to Laura at Facilities

EXECUTION

This First Amendment shall become effective upon execution by County.

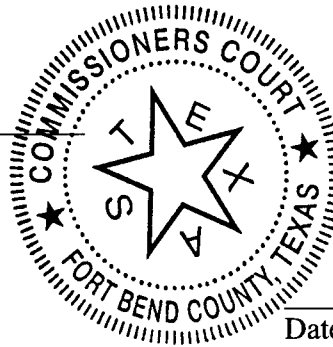
FORT BEND COUNTY, TEXAS

Robert E. Hebert
Robert E. Hebert, County Judge

July 24, 2012
Date

Attest:

Dianne Wilson
Dianne Wilson, County Clerk



APPROVED:

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

7/20/12
Date

CONTRACTOR: QC Laboratories, Inc.

Fred Maadani
~~George H. Purvis~~ *Fred Maadani*
~~Director of Business Development~~ *Principal*

7-19-12
Date

MER:QC Lab.Courts Facility.3729.AMEND.2012

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$230,936.50 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: July 17, 2012 Proposal from Contractor

EXHIBIT A



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

July 17, 2012

Reference: Construction Materials Testing Services
Fort Bend County Justice Center – Roadway Settlement and Retaining Wall Modifications

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 Roadway Settlement and Retaining Wall Modifications and associated testing 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	League City
10810 Northwest Freeway	400 Hobbs Road, Suite 210
Houston, Texas 77092	League City, Texas 77573
Tel: 713-695-1133	Tel: 281-332-8378
Fax: 713-695-0800	Fax: 281-332-8399

qcilabs@qcilabs.com

Project: Fort Bend County Justice Center Preliminary Earthwork
Estimate No. 22979
Page 2

Project Fee

\$39,136.50

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.

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.



Cindy Arevalo
Business Development

