

305

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Brown & Gay Engineers, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on July 8, 2014, (hereinafter "Agreement") pursuant to SOQ 14-025; and

WHEREAS, the parties desire to amend the Agreement to add professional geotechnical engineering services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Services to be rendered under the Agreement shall be amended to add professional geotechnical engineering services, described in the Proposal for Engineering Services dated January 13, 2015, attached hereto as Exhibit A, and incorporated herein for purposes.
2. County shall pay Contractor an additional eleven thousand one hundred ten dollars and no/100 (\$11,110.00), on a lump sum basis, for the professional geotechnical engineering services to be rendered under this Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred sixty-one thousand one hundred ten dollars and no/100 (\$161,110.00). In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an approved change order.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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FORT BEND COUNTY

Robert E. Hebert

Robert E. Hebert, County Judge

BROWN & GAY ENGINEERS, INC.

Randy N. Randermann

Randy N. Randermann, Senior Vice President

3-24-15

Date

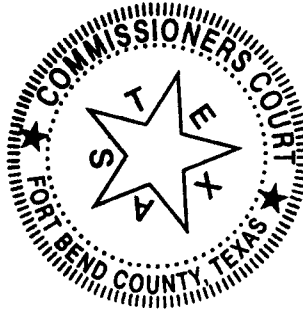
3-4-15

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



APPROVED:

Richard W. Stolleis

Richard W. Stolleis, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$166,110.50 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant

Robert Edward Sturdivant, County Auditor

MDS

EXHIBIT A



January 13, 2015

Mr. Richard Stolleis, P.E.
Fort Bend County Engineering
1142 Blume Road
Rosenberg, TX 77471-1449

Re: Proposal for Professional Services – Additional Services (Geotechnical Engineering)
Spring Green Boulevard (Avalon at Katy to Hawks Prairie Blvd.)
CIP Project Number 13318
Fort Bend County, Texas

Dear Mr. Stolleis:

Brown & Gay Engineers, Inc. (BGE) is pleased to submit this proposal for professional services – additional services for the referenced project. Fort Bend County previously approved the basic services proposal for this project. After review of the available information, it was determined that additional Geotechnical Engineering was needed to complete the project. As requested by Fort Bend County staff, we are presenting this proposal for additional Geotechnical Engineer. The scope of services, estimated fees and schedule are described herein.

SCOPE OF SERVICES

Terracon Consultants, Inc. (Terracon) will be performing the Geotechnical Engineering as a subconsultant to BGE. Terracon details their scope of services in the attached proposal.

BGE will review the Geotechnical Engineering report written, coordinate payment of invoices and provide information to the subconsultant as required.

FEES

II. ADDITIONAL SERVICES

Compensation for Additional Services will be on a lump sum basis as shown below:

H. Geotechnical Engineering \$11,110

SCHEDULE

The additional Geotechnical Engineer will be initiated upon approval of the proposal. Completion of the scope of work is anticipated to take four weeks. This work is anticipated to overlap the final design phase of the project, and is not expected to delay the completion of the project.

We appreciate the opportunity to provide this proposal to Fort Bend County and look forward to working together to toward completion of this important project. If you have any questions, please let us know.

Sincerely,

Nathan A. Adams, P.E.
Project Manager

Mark S. Froehlich, P.E.
Director

Serving. Leading. Solving.™

10857 Kuykendahl Road | Suite 250 | The Woodlands, Texas 77382 | 281-210-5570

January 9, 2015



Brown and Gay Engineers, Inc.
10857 Kuykendahl Road, Suite 250
The Woodlands, TX 77382

Attn: Mr. Nathan A. Adams, P.E.
Project Manager
P: 832.592.2724
E: nadams@browngay.com

Re: Cost Estimate for Geotechnical Engineering Services
Spring Green Roundabout
Katy Flewellen Road and Crossover Road
Fort Bend County, Texas
Terracon Document No. P92150043

Dear Mr. Adams:

Terracon Consultants, Inc. (Terracon) understands we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project. This letter outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

1.0 PROJECT INFORMATION

The project consists of the proposed construction of the Spring Green Roundabout near the intersection of Katy Flewellen Road and Crossover Road in Fort Bend County, Texas. Based on the information provided by Brown and Gay Engineers, we understand this project will consist of the following:

Item	Description
Proposed Construction	<ul style="list-style-type: none">■ Spring Green Roundabout approximately 600 feet in circumference.■ Spring Green Boulevard extension (about 800 linear feet) connecting the existing Spring Green Boulevard to the proposed roundabout.■ Katy Flewellen Road extension (about 900 linear feet) connecting the existing Katy Flewellen Road to the proposed roundabout.■ Crossover Road extension (about 900 linear feet) connecting the existing Crossover Road to the proposed roundabout.■ Utilities are planned with a maximum embedment depth up to 10 feet below existing grade. We assume the planned utilities will be installed by open-cut methods.

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3273
P (713) 690-8989 F (713) 690-8787 terracon.com



Item	Description
Continued from page 1	■ We understand two channels are planned to be constructed to depths of 6 feet below existing grade in the areas of B-8 and B-9 (see attached site plan). We assume the channels will be constructed with sideslope configurations no steeper than 3 horizontal to 1 vertical (3H:1V). We understand bridges/box culverts for the new channels are not planned.
Proposed Construction	

Please let us know if our understanding of the project is inaccurate or incomplete, so we can revise the project details, assumptions, scope of services, and associated fees accordingly.

2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is presented in the following paragraphs.

Field Program. As requested, the field program is planned to consist of drilling nine test borings to depths of 20 feet within the proposed construction areas. The total drilled footage is planned to be 180 feet.

We request that GPS coordinates (latitude and longitude) of the boring locations be provided to Terracon to aid in locating our borings. Boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of the field program.

We plan to use standard truck-mounted drilling equipment to access the boring locations. This document assumes that the site can be accessed during normal business hours and does not include services associated with surveying of boring locations, obtaining access permits, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas811, a free utility locating service, to help locate public utilities within dedicated public easements within the vicinity of the site. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Laboratory Testing. The sample classifications will be reviewed by a geotechnical engineer in the laboratory and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provide Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation;
- Channel construction considerations;
- Groundwater control and excavations;
- Utility construction considerations;
- Uplift and lateral earth pressures; and
- Pavement design guidelines.

Schedule. We can initiate our field program within six to eight working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within three to four weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of work discussed above, consisting of soil borings, laboratory testing, and a report as outlined in this document, we estimate the following total costs. The cost of our services will not exceed this amount without prior approval of the client.

Task	Cost Estimate
Field Exploration	\$4,500
Laboratory Testing	\$2,000
Engineering Analyses & Report	\$3,600
Total Estimate	\$10,100

If the site is wet/soft at the time of our field program and all-terrain vehicle (ATV) mounted drilling equipment is required to access the proposed boring locations, we estimate an additional cost of \$900. Therefore, if ATV mounted drilling equipment is utilized, the total estimated cost would be \$11,000. The cost of our services will not exceed these figures without approval of the client.

Traffic control may be necessary at this site. Traffic control may require policemen and/or flagmen, signaling devices, barricades and/or cones. If traffic control is necessary, we estimate an additional cost of \$2,000 per day.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$140 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units. If an environmental assessment has not been conducted at the site, Terracon can submit a cost estimate for the performance of a Phase I Environmental Site Assessment (ESA).

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this cost estimate, please sign and return a copy of the accompanying "Agreement for Services" and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this document, please feel free to contact us.

Cost Estimate for Geotechnical Engineering Services
Spring Green Roundabout ■ Fort Bend County, Texas
January 9, 2015 ■ Terracon Document No. P92150043
Page 5

Terracon

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.
(Texas Firm Registration No. F-3272)


Lauren Williamson, P.E.
Project Engineer


Brett Pope, P.E.
Project Manager


Todd E. Swoboda, P.E.
Geotechnical Services Manager

Attachments: Agreement for Services
Boring Location Plan

Responsive ■ Resourceful ■ Reliable

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Brown and Gay Engineers, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Spring Green Roundabout project ("Project"), as described in the Project Information section of Consultant's Proposal dated 01/09/2015 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

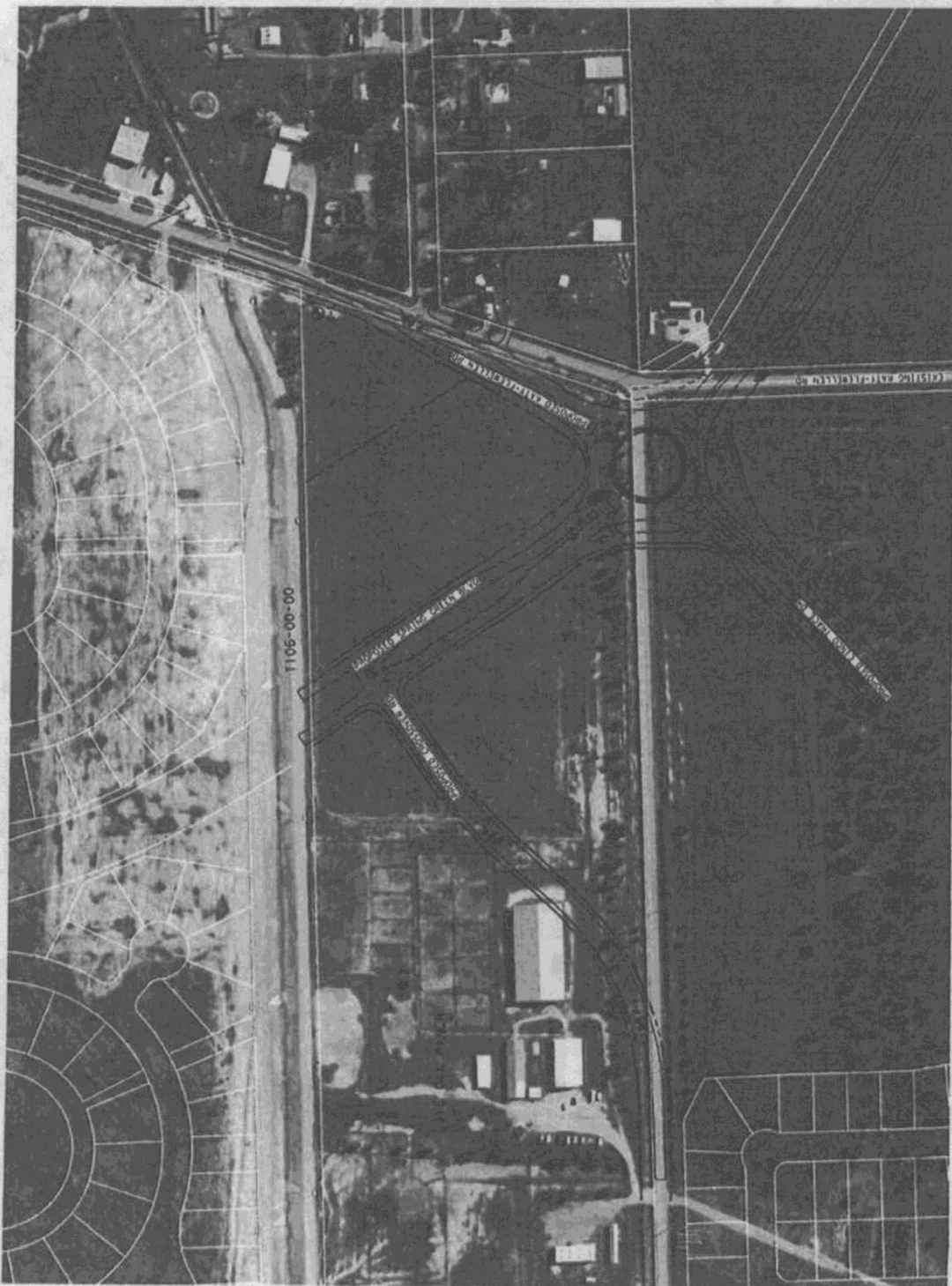
commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client 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. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client 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. Consultant 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 other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

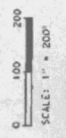
Consultant: **Terracon Consultants, Inc.**
 By: Lauren Williamson Date: 1/9/2015
 Name/Title: Lauren Williamson, P.E. / Project Engineer
 Address: 11555 Clay Road Suite 100
Houston, TX 77043
 Phone: (713) 690-8989 Fax: (713) 690-8787
 Email: lwilliamson@terracon.com

Client: **Brown and Gay Engineers, Inc.**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Reference Number: P92150043



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	1/21/2015
2	REVISED PER COMMENTS	1/21/2015
3	REVISED PER COMMENTS	1/21/2015
4	REVISED PER COMMENTS	1/21/2015
5	REVISED PER COMMENTS	1/21/2015
6	REVISED PER COMMENTS	1/21/2015
7	REVISED PER COMMENTS	1/21/2015
8	REVISED PER COMMENTS	1/21/2015
9	REVISED PER COMMENTS	1/21/2015
10	REVISED PER COMMENTS	1/21/2015



LEGEND
SOIL BORING LOCATIONS

REV	DATE	BY	DESCRIPTION

PRELIMINARY
SUBMITTED FOR INTERIM REVIEW
UNDER THE AUTHORITY OF:
M. BRONKHORST, P.E., NO. 20114
BRONKHORST ENGINEERS, INC.
P.O. BOX 1046
SPRING GREEN, MO 64081
IT IS TO BE USED FOR
CONSULTING PURPOSES
OR PERMIT PURPOSES

FORT BEND COUNTY
ENGINEERING DIVISION



SPRING GREEN ROUNDABOUT
BORING REQUEST

SHEET 1 OF 1
PROJECT NO. 15015
DRAWN BY: LB
DATE: 1/21/2015
SHEET NO.