

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING

THIS AGREEMENT 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 QC Laboratories, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional construction materials testing for the Sims Road Realignment Project No. 17119x under the 2017 Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render the professional engineering services as described in Contractor's Proposal dated April 28, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Agreement for Professional Construction Materials Testing
 Mobility Bond Project No. 17119x

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08/05/2021 Original (e) sent to Megan Griffin, Purchasing dept.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is thirty-five thousand seven hundred dollars and no/100 (\$35,700.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of thirty-five thousand seven hundred dollars and no/100 (\$35,700.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed thirty-five thousand seven hundred dollars and no/100 (\$35,700.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than April 30, 2022. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time

of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 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 the contract; 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 that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during

or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
Contractor:	QC Laboratories, Inc. 10810 Northwest Freeway Houston, Texas 77092

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

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 the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

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

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY



KP George, County Judge
County Judge KP George

7.27.2021

Date

ATTEST:



Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

QC LABORATORIES, INC

Damon
Dolat

Digitally signed by Damon Dolat
DN: cn=Damon Dolat, o=QC
Laboratories, Inc., ou,
email=ddolat@qcclabs.com, c=US
Date: 2021.07.14 15:29:37 -05'00'

Authorized Agent – Signature

Damon Dolat

Authorized Agent – Printed Name

Vice President

Title

July 14, 2021

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 35,700.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



April 28, 2021

Binkley & Barfield

Kevin Mineo, PE

Sr. Project Manager

A 1710 Seamist Drive, Houston, Texas 77008

P 713.869.3433 **x** 1809 **C** 713.907.3422



Re: Construction Materials Testing Services
Sims Road Realignment
From 1500 Feet West of TX Spur 10 To Cottonwood School Road
Fort Bend County (FBC Project No. 17119x)
QCL Proposal No: 25741

Dear Kevin:

QC Laboratories, Inc. (QCL) is pleased to submit this proposal to provide Construction Materials Testing Services for the project referenced above.

QCL – FIRM HISTORY

Founded in Houston in 1993, QC Laboratories, Inc. (QCL) provides Geotechnical Engineering, Construction Material Testing, Non-Destructive Testing Services, and Environmental Consulting services to the Greater Houston Metropolitan area.

During its history, QCL has provided services to many organizations and agencies such as General Contractors, Cities, Counties, Colleges and Universities, various Public Works and Infrastructure Departments, Toll Road Authorities, Port Authorities, and an array of private sector entities. Our company's commitment to customer satisfaction and high-quality work has resulted in numerous long-term relationships and a substantial amount of repeat business. We strive to meet our client's technical and budgetary needs.

QCL - CERTIFICATIONS & ACCREDITATIONS

- American Association for Laboratory Accreditation (A2LA) in Construction Materials Testing and Non-Destructive Testing (#1127.01), as well as Geotechnical Engineering (#1127.02)
- Certified Small Business Enterprise (SBE)
- Registered Engineering Firm in the States of Texas, (# F3601)
- Participant in the National Reference Material Exchange Testing Laboratory program in concrete, soils and asphalt.
- Authorized Special Inspection Agency for the City of Houston (# 1076)

PROJECT DESCRIPTION

It is QCLs understanding that the project consists of the following:

1. Construction of approximately 1,700 linear feet of asphaltic concrete pavement as part of the realignment of Sims Road in Fort Bend County, Texas. Road surface will consist of 1.5" thick layer of Type D asphalt underlain by a 6" thick layer of base and an 8" thick layer of chemically stabilized subgrade.
2. Installation of approximately 350 linear feet of 24" to 36" diameter RCP and 36" width RCB.
3. Replacement of driveways impacted by the realignment with asphaltic concrete pavement as described above drainage change improvements consisting of RCP with safety end treatments.
4. Construction of a drainage channel with slope paving along the northeast face.

This proposal was created utilizing drawing provided by the client via email on March 25, 2021. Should revisions be made to the plans, QCL will revise this proposal accordingly.

QCL - SCOPE OF SERVICES

The scope of testing and inspections services will be based upon the project specifications and the specific needs of the client. Based upon the information currently available to QCL, it is expected that the following services will be provided:

Earthwork Inspection and Testing

- The technician will obtain representative samples of the subgrade, stabilized subgrade, and fill materials. The samples will be delivered to our laboratory facility for testing. Laboratory testing will include Moisture/Density Relationships, Atterberg Limit (PI) determinations, and #200 Sieve Analysis.
- The technician will observe the contractor proof-rolling activities to detect any weak or soft areas in the subgrade soils.
- The technician will perform in-place soil compaction tests at the frequency required by the project specifications to determine moisture content and degree of field compaction.

Concrete Inspection and Testing

- The on-site technician will monitor the concrete temperature, ambient temperature, batch time and placement. The technician will also sample concrete at the frequency specified in the project

specifications. Detailed information regarding the location of the placement, date of the placement and concrete mixture strength requirement will be documented in the field report.

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

Asphaltic Concrete Inspection/Testing

- The technician will monitor the placement of the asphaltic concrete. The onsite technician will perform roll pattern analysis using a nuclear gauge to confirm relative density of the asphaltic concrete. Samples of the asphaltic concrete shall be obtained for laboratory testing to confirm density in relation to the maximum theoretical density of the material and the Hveem Stability of the mix.

QCL - LABORATORY REPORTING

QCL utilizes a state-of-the-art electronic reporting system (**e-Reports**) to schedule assignments, distribute reports, and manage the project budget. Our clients are able to receive signed reports by e-mail, fax, or may view reports from a secure web site, 24 hour per day. Any client-designated individual may access the website. QCLs clients are able to archive all reports and also download them to a CD at the conclusion of the project.

The **e-Reports** system provides faster accessibility to signed reports and eliminates any need for a client to collect and store paper copies. For more information on QCL **e-Reports**, visit the QCL website at www.qclabs.com

QCL - BUDGET ESTIMATE

Based on the information currently available, QCL has compiled an estimate of the total inspection and testing cost for this project. The cost estimate calculation sheet is included within this proposal and provides a breakdown of the type and number of each testing service to be provided, as well as, estimated technician hours. The final QCL total cost will be dependent upon the construction schedule utilized by the contractor and the efficiency of the construction effort.

The total estimated QCL cost for this project is: \$35,700.00

Please keep in mind that the above cost is an estimate based upon review of the provided documents and QCL's previous experience with projects of similar scope and size. The client will be invoiced for services

requested by the client, and/or client representative, and will be invoiced at the unit rates detailed on the cost estimate calculation sheet.

If there is a needed service that has not been included in QCL's scope of work, QCL can revise the proposal accordingly. Additionally, if there is a difference between the expected budget and QCL's estimated budget, please contact QCL so we can discuss the differences.

QCL - SPECIAL INSPECTION LETTERS

Special Inspection letters signed by a professional engineer will be charged at \$150.00 per letter. This fee is to account for the time to review project plans and testing results in order to issue the letter.

SCHEDULING INSPECTIONS & CLIENT RESPONSIBILITIES

As previously discussed, we provide services on a call-out basis and have limited control over project scheduling and the frequency of service requests. The client, or the client representative, is responsible for scheduling all on-site inspections to be conducted by QCL. Also, QCL is not responsible for accepting or rejecting any aspect of the project construction. Test results are for use by the client, and/or client representative, in making decisions relating to acceptance.

PROPOSAL ACCEPTANCE

If you have any questions concerning our proposal, or would like to discuss the scope of work, please feel free to call me at 713.695.1133 for assistance. If you would like for QC Laboratories to proceed with this project, please contact us and we will send you our Standard Agreement and a Project Information Form. Please sign the Agreement document and complete the Project Information Form and return both to QCL. The Project Information Form will provide us the recipients to receive QCL test reports.

We appreciate the opportunity to be of service to you.

Sincerely,

QC LABORATORIES, INC.

(Texas Registered Engineering Firm F-3601)



Damon Dolat
Vice President

Enclosures: Estimate of Fees

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

QC Laboratories, Inc.
Houston, TX United States

Certificate Number:
2021-778819

Date Filed:
07/14/2021

Date Acknowledged:
07/27/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Fort Bend

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project No. 17119x
Construction Materials Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)