

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING SERVICES

THIS AGREEMENT ("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 "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide construction materials testing services for the Huggins Drive Project (from FM359 to Fulshear Katy Road) under Mobility Bond Project No. 13313 (hereinafter "Services"); and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant represents that it is qualified and desires to perform such Services; and

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

AGREEMENT

Section 1. Scope of Services

Consultant shall render the construction materials testing services as described in Consultant's proposal dated November 1, 2024, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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.

Section 3. Compensation and Payment

3.1 Consultant'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 One Hundred Sixty Three Thousand Two Hundred dollars and 00/100 (\$163,200.00) 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 Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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 Consultant 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 One Hundred Sixty Three Thousand Two Hundred dollars and 00/100 (\$163,200.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Sixty Three Thousand Two Hundred dollars and 00/100 (\$163,200.00).

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 December 31, 2028. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant 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.

10.4 Consultant 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.

10.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Consultant.

Section 11. Indemnity

CONSULTANT 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 CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

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

12.5 Consultant 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant 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 Consultant 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, 4 th Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
Consultant:	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

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

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

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. County does not agree to pay any and/or all attorney fees incurred by Consultant in any way associated with the Agreement.

Section 19. Successors and Assigns

County and Consultant 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 Consultant 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

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

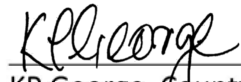
BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

(Execution Page Follows)

(Remainder of 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


February 25, 2025
Date

ATTEST:




Laura Richard, County Clerk

APPROVED:



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

QC LABORATORIES, INC.

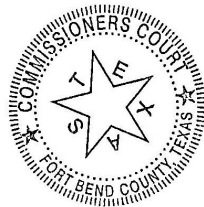


Authorized Agent – Signature

Robert Copus
Authorized Agent – Printed Name

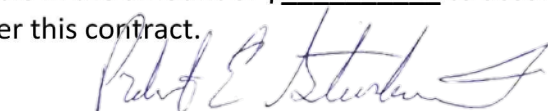
Vice President
Title

1/28/2025
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$163,200.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Consultant's proposal dated November 1, 2024

EXHIBIT A



November 1, 2024

Schaumburg & Polk, Inc.
Mr. Joseph Schwieterman
Project Manager
11767 Katy Freeway, Suite 900
Houston, TX 77079
Phone: 281.920.0487
Email: jschwieterman@spl-eng.com



Re: Construction Materials Testing Services (FBC Project No. 13313)
Huggins Drive Project - From FM 359 to Fulshear Katy Road
Fulshear, Fort Bend County, Texas 77441
QCL Proposal No: 26327

Dear Joseph:

QC Laboratories, Inc. (QCL) is pleased to submit this amended 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)

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 project manager will review all proposed concrete mix designs to verify compliance with ACI 318, ACI 613, and the project specifications.
- 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: \$163,200.00

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.

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.

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.

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



Date: 11/1/2024
Client: Schaumburg & Polk, Inc
Project Name: Huggins Drive Project
QCL Proposal No: 26327

10810 Northwest Freeway
 Houston, TX 77092
 Tel: 713-695-1133
 Fax: 713-695-0808

Service	Unit Cost	Unit Basis	No.	Extension	
Site Utilities / Subgrade Inspection / Soil Fill					
Engineering Technician	\$ 54.00	Hour	1,012	54,648	
Engineering Technician O.T.	\$ 81.00	Hour	125	10,125	
Vehicle Charge	\$ 80.00	Trip	129	10,320	
Density Gauge Rental	\$ 70.00	Day	125	8,750	
Moisture/Density Relationship (ASTM D-698 Method A)	\$ 185.00	Each	6	1,110	
Moisture/Density Relationship (Stabilized)	\$ 195.00	Each	2	390	
Optimum Lime Determination by pH Method	\$ 195.00	Each	2	390	
Atterberg Limits (ASTM D-4318)	\$ 60.00	Each	6	360	
Minus #200 Sieve Analysis (ASTM C-1140)	\$ 45.00	Each	6	270	
Compressive Strength Cement Stabilized Sand	\$ 50.00	Each	8	400	
				Subtotal	86,763
Concrete and Asphalt Inspection					
Mix Design Review	\$ 150.00	Hour	2	300	
Engineering Technician	\$ 54.00	Hour	630	34,020	
Engineering Technician O.T.	\$ 81.00	Hour	75	6,075	
Vehicle Charge	\$ 80.00	Trip	85	6,800	
Compressive Strength Test (ASTM C-39)	\$ 18.00	Each	600	10,800	
Extraction/Gradation (TEX 210-F / TEX 236-F)	\$ 203.00	Each	1	203	
Sieve Analysis (TEX 200-F)	\$ 62.00	Each	1	62	
Bulk Specific Gravity of Lab Molded - 3 per set (TEX 207-F)	\$ 62.00	Each	1	62	
Molding Lab Specimens - 3 per set (TEX 205-F, 206-F)	\$ 63.00	Each	1	63	
				Subtotal	58,385
Project Management					
Project Management	\$ 105.00	Hour	164	17,220	
Project Manager - Project Site Visits	\$ 105.00	Hour	6	630	
Project Manager - Vehicle	\$ 80.00	Trip	2	160	
				Subtotal	18,010

TOTAL COST ESTIMATE \$163,200

This total cost estimate is based on the information currently available concerning the service scope and estimated construction

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:
2025-1263158

Date Filed:
01/30/2025

Date Acknowledged:
02/25/2025

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

Fort Bend County Engineering

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.

(FBC Project No. 13313)
Construction Materials Testing Services for Huggins Drive Project - From FM 359 to Fulshear Katy Road Fulshear, Fort Bend County, Texas 77441

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)