

**AMENDMENT NUMBER 5 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 5 DATED May 3, 2011 to the agreement between Wise County, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated February 6, 2009 ("the Agreement") concerning the Weatherford College Campus (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

WISE COUNTY

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

By: 

Title: Wise County Judge

Title: SV Vice President

Date: 05/03/11

Date: 5-3-2011

Exhibit A to Amendment Number 5,
dated May 3, 2011.

Consultant shall perform the following Additional Services:

Kimley-Horn will contract with a sub-consultant, Terracon, to perform material testing services to support the Weatherford College project. The scope of testing services to be provided for this project is based on the Testing Specification (01-4523) included in the Architect's documents. Testing included in this proposal includes the following:

- Earthwork
- Footings
- Concrete
- Reinforcing Steel
- Structural Steel
- Membrane Roofing
- Masonry
- Smoke Testing

Attached to this amendment is Exhibit B which provides the detailed scope of services and fee schedule proposed by Terracon. This testing will be completed on an hourly services basis in accordance with Terracon's fee schedule. Based on discussions with the Client, the General Contractor will be responsible for notifying Terracon of required testing and will assist in the logging of the hours spent on the job site by Terracon.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

No changes to original agreement.

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

Kimley-Horn will provide the services listed above within a reasonable length of time as mutually agreed to by both the Client and Consultant.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Kimley-Horn will perform these services on an hourly basis. All permitting application, and similar project fees will be paid directly by the Client.

"Exhibit B"



May 2, 2011

Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Ste 950
Fort Worth, Texas 76102

Attn: Mr. Matt Moore, P.E.
E: matt.moore@kimley-horn.com

Subject: **Proposal for Construction Materials Testing Service
Weatherford College – Wise Campus
Wise County, Texas
Terracon Proposal No. P95110168**

Dear Mr. Moore:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials testing services for the above referenced project. In this letter, we present our understanding of the scope of the project, our proposed services, and a unit fee schedule.

1.0 PROJECT INFORMATION – Exhibit "A"

The project consists of construction of a new campus for Weatherford College in Wise County. The main building is supported on a footing foundation system a suspended concrete slab on metal deck. The building frame is structural steel with ICF walls. A secondary building will be renovated with some structural members being added and new walls and slab. Associated site utility and pavement improvements are also included.

2.0 SCOPE OF SERVICES – Exhibit "B"

Terracon proposes to provide the following scope of services:

A. Earthwork

- a) Sample materials proposed for use as subgrade, general fill, possible select fill, trench backfill, and grade beam backfill materials. Prepare and test the samples for Atterberg Limits (ASTM D4318), Material Finer than Number 200 Sieve (ASTM 1140) and Moisture Density Relationship (ASTM D698).
- b) Perform field moisture and density tests using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials, and observation of the earthwork installation. Test frequency specified is 5,000 sf.

Terracon Consultants, Inc. 2501 East Loop 820 North Fort Worth, Texas 76118
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Geotechnical



Environmental



Construction Materials



Facilities

B. Footings

- a) Monitor the excavation of the footing system including verification of the depth of the required bearing strata, total depth and width, cleanliness of bearing surface at completion, condition of bearing including density verification where appropriate, etc.
- b) Record dimensions and the number, size and length of reinforcing bars used.
- c) Sample the fresh concrete and perform required tests, including slump, air content, concrete temperature, and cast test specimens during placements (ASTM C172, C31, C143, C231, and C1064).
- d) Perform compressive tests of concrete test cylinders cast in the field (ASTM C617, C39).

C. Concrete

- a) At the job site, monitor each load of concrete when not performing sample tests. Sample the fresh concrete for each mix and perform required tests including slump, air content, ambient and concrete temperature, unit weight, and cast test specimens (4 cylinders per 100 cy or fraction thereof per mix per day) during placements (ASTM C172, C31, C143, C173, C1064).
- b) Perform compressive tests of concrete test cylinders cast in the field (ASTM C617, C39).

D. Reinforcing Steel

- a) Verify the size, number and placement of reinforcing steel prior to placement of concrete.
- b) Observe placement of anchor bolts, reinforcing, or embeds in concrete with respect to size and location prior to placement of concrete.
- c) Observe epoxy grouting of bolts or reinforcing bars in concrete.

E. Structural Steel

- a) Provide a certified welding inspector (CWI) at the job site to observe field welding procedures and visually check bolted/welded connections in accordance with applicable AISC and AWS specifications and contract documents.

F. Membrane Roofing

- a) Provide periodic observation of the installation of the KEE membrane roof including verification of materials used and workmanship.

G. Masonry – Continuous Inspection of Grout/Periodic of Mortar

- a) Provide mortar confirmation testing (ASTM C780)
- b) Provide CMU compressive strength confirmation testing (ASTM C1019).
- c) Provide continuous observation and field-testing of mortar and grout for compressive strength testing.

H. Smoke Testing

- a) Provide smoke testing in accordance with section 01 4523 of drainage and vent piping systems.

Limitations of Authority of Terracon

1. Terracon is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents.
2. Terracon will not approve or accept any portion of the Work. These services are provided to verify compliance on a random basis at the frequency indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.
3. Terracon will not assume or perform any duties of the contractor.
4. Terracon has no authority to stop the work.
5. Terracon will perform observations, sampling and testing of materials and construction as listed in the scope of work. Additional services will be provided when required by the Architect /Engineer and authorized representative of the client.
6. Terracon is not responsible for site safety.

We request a minimum of 24 hours notice to properly schedule our services.

3.0 PROJECT FEE

Per your request, we are submitting as a unit fee proposal. A Unit Fee Schedule is attached which is identified as Exhibit "C". Services not listed on this schedule can be quoted upon request. Services not included in this proposal, which may be requested by the client or its representative, will be billed at Terracon's 2011 Standard unit rates. Overtime is defined as all hours in excess of ten per day, outside of the normal hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.50 times the hourly rate quoted for work on Monday through Friday, and 2.0 times for Sundays and holidays. Hourly rates are invoiced portal to portal from our facility. You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your representative.

4.0 AUTHORIZATION


This proposal may be accepted by sending us a Kimley-Horn Task order referenced to the MSA. This proposal for services and accompanying limitations shall constitute the terms and conditions for our services to be performed for this project. This proposal is valid only if authorized within sixty days from the proposal date. Terracon's total fee is due within thirty days following receipt of invoice.

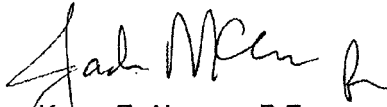
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We appreciate the opportunity to propose on this project. Please call us at 817-268-8600 if you have any questions or comments regarding this proposal.

Sincerely,
Terracon Consultants, Inc.


Donald R. Waddill, E.I.T.
Senior Project Manager


Kemp E. Akeman, P.E.
Principal

Attachments: Proposed Fee Schedule

EXHIBIT "C" FEE SCHEDULE

2011

PROPOSAL P95110168R

CONSTRUCTION MATERIALS TESTING SERVICES

LABORATORY TESTING

Atterberg Limits, each	\$ 55.00
Material Finer than #200 Sieve, each.....	45.00
M/D relationship (ASTM D698), each	170.00
Concrete test cylinders, each.....	14.00
Non-shrink grout cubes, each.....	16.00
Mortar test specimens, each.....	11.00
Grout test specimens, each	50.00
Mortar confirmation (ASTM C780), each	750.00
Block prism test specimens*, grouted, each	125.00
CMU compressive strength, each	75.00

EQUIPMENT

Nuclear Gauge, per day	\$ 55.00
Ultrasonic instrument, day	90.00
Vehicle trip charge, per trip	64.00

PERSONNEL CLASSIFICATION

Engineering technician, ST, hour.....	\$ 44.00
Engineering technician, OT, hour	66.00
CWI-Field erection inspection, hour.....	80.00
CWI-Ultrasonic inspection, hour	110.00
Roofing Inspector, ST, hour.....	65.00
Graduate Engineer, hour	80.00
Project Engineer/Manager, hour	100.00
Senior Roofing Project Manager	125.00

SUBCONTRACT SERVICES

Smoke Test, LF	\$ 2.45
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COMPLETION LETTER

Final Completion Letter, each	\$ 300.00
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CONSTRUCTION MATERIALS TESTING SERVICES

REMARKS

Charges for services not listed can be quoted on request.

A six (6) hour minimum technician charge per trip is applicable for all services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor charges include travel time and are billed on a portal to portal basis from our office to the job site and back to our office.

Overtime rates, at 1.50 times the normal rate, will be applied for all hours worked in excess of ten (10) per day, all hours prior to 07:00 AM and after 05:00 PM Monday through Friday, and all hours worked on Saturday. Sundays and Holidays will be charged at 2.00 times the quoted normal hourly rates.

Special supplies, all rental equipment, and outside services not identified in the fee schedule will be billed at cost plus 15% for handling.