

STATE OF TEXAS

§

AGREEMENT FOR CONSULTING SERVICES

COUNTY OF COLLIN

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This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and Terracon Consultants, Inc., a Construction Material Testing and Geotechnical Firm ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in Construction Material Testing for Ridgeview Drive – Cottonwood Creek to Chelsea Blvd. (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Consultant shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Consultant shall perform the services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering

the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Consultant's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, subcontractors, and consultants may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Consultant hereunder, all deliverables, materials and reports prepared by the Consultant in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Consultant shall upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Consultant as set forth in the Scope of Services.

Article III Schedule of Work

The Consultant agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for services that shows the names of the Consultant's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the

City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Consultant to perform the services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Consultant shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Peter H. Vargas
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 - fax

If intended for Consultant:

Attn: Kenneth Bradley
Senior Project Manager
Terracon Consultants, Inc.
8901 Carpenter Freeway
Suite 100
Dallas, Texas 75247
214.630.1010 - telephone
214.630.7070 - fax

6.10 Insurance.

- (a) Consultant shall, during the term hereof, maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Consultant pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage This policy shall be primary to any policy or policies carried by or available to the City and shall include products/completed operations coverage with a minimum aggregate limit of \$1,000,000.00 and Person and Advertising injury coverage with a minimum occurrence limit of \$1,000,000.00; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit for bodily

injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Consultant, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Consultant shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Consultant shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Consultant by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its

principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Prohibition of Boycott Israel. Consultant verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2017.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manger

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 9th day of October, 2017.

TERRACON CONSULTANTS, INC.


By: 
Name: Kenya Gunn
Title: Office Manager

EXHIBIT "A"
SCOPE OF SERVICES
(TO BE ATTACHED)



October 02, 2017

City of Allen, Texas
Attn.: Lindy Higginbotham
305 Century Parkway
Allen, Texas, 75013

**Subject: Proposal for Construction Materials Testing and Observation Services
 Ridgeview Drive Extension
 Ridgeview Drive from Cottonwood Creek to Chelsea Blvd
 Terracon Proposal No.: P94171335 R1**

Dear Mrs. Higginbotham

Terracon Consultants, Inc. (Terracon) appreciates being selected to provide construction materials testing and observation services or special inspection services for the above referenced project as required. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

A) PROJECT INFORMATION

The site is located at Ridgeview Drive from Cottonwood Creek to Chelsea Blvd, Allen, Texas. The project involves the construction of an approximately 3000 feet extension road over six-inch lime stabilized subgrade and an approximately 230 linear foot bridge with pre-cast beams over an existing creek. There are also associated with project a hike and bike trail along with site utilities and sidewalk.

Terracon was provided with the following construction documents for preparation of this proposal:

- Civil Drawings dated 08/18/2017

B) SCOPE OF SERVICES (Exhibit B)

Based on our review and understanding of the documents listed above, Terracon proposes the following scope of services, not including plant inspection for any pre-cast components.

Terracon Consultants, Inc. 8901 Carpenter Freeway, Suite 100 Dallas, Texas 75247
P [214] 630 1010 F [214] 630 7070 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

Earthwork Observations and Testing:

1. Sample materials to be used as utility trench backfill, wall backfill, general fill, and pavement subgrades. Prepare and test the samples for Atterberg Limits (ASTM D4318), percent fines (ASTM D1140), and moisture-density relationship (ASTM D698).
2. Perform density tests of utility trench backfill, wall backfill, general fill, and pavement subgrades using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.
3. Perform field gradations on the pulverized lime/soil mixture to document the percent of soil passing through the required sieve sizes at 1 test per 10,000 sq. ft. after the final pulverization process has been completed.
4. Perform lime depth checks to verify the actual in-place depth of the lime treatment at 1 test per 10,000 sq. ft., once the pavement has been trimmed to the final grade.
5. Perform PH test 1 per 40,000 SF when pavement has been trimmed to final grade to ensure proper amount of lime has been added per specification.

Drilled Straight Shaft Pier Observation and Testing:

1. Monitor the installation of the drilled pier foundation system including verification of the depth to bearing strata, required and actual depth of penetration into the bearing strata for each pier, total depth of piers, pertinent elevations (if provided by the field engineer), plumbness of the drilled pier hole excavation, cleanliness of bearing surface at completion of drilling, etc.
2. Record dimensions and the number, size and length of reinforcing bars used.
3. Sample the fresh concrete and perform required tests, including slump, air content, unit weight, ambient and concrete temperature, and cast test specimens (5 cylinders per 100 cy or fraction thereof per mix per day) during placements (ASTM C172, C31, C143, C231, C1064, C138).
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C617, C39).

Cast-in-Place Concrete Observations:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, ambient and concrete temperatures, and unit weight; and cast test specimens (ASTM C172, C31, C143, C231, C1064, C138). Terracon understands that the contractor will be responsible for maintaining the initial field curing temperature of the concrete test specimens.

Proposal for Construction Materials Testing Services

Ridgeview Drive Extension

Ridgeview Drive Extension from Cottonwood Creek to Chelsea Blvd

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2. We have assumed the concrete will be sampled at a frequency of 1 set of five test cylinders every 100 cubic yards or fraction thereof per mix per day for all structural concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C31, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal maximum size aggregate of 1" or less. When 4" x 8" cylinders are prepared, one cylinder will be tested at 7 days, three cylinders will be tested at 28 days, and one cylinder will be tested at 56 days or at an age requested by others.

Project Management/ Administration:

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.

Special Inspections Letter:

Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Additional Services:

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin additional work, you simply return a signed copy of the Supplemental agreement.

C) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via electronic distribution unless otherwise requested. Please provide Terracon with a report distribution list prior to the beginning of the project. The list should include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A minimum of 24-hour notice is required to properly schedule our services. To schedule our services please contact our dispatcher at (214) 630-1078. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimated cost of **\$68,385.00**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day or 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 1.5 times the hourly rate quoted. A three hour minimum charge is applicable to all trips made portal to portal our laboratory to provide our testing, observation and consulting services. The minimum charge

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Ridgeview Drive Extension

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is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities and costs associated with re-tests, cancellations and stand-by time are not included in our estimated fee.

E) 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. Terracon 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 third parties, including Client's contractors, subcontractors, or other parties present at the site.

F) TESTING AND OBSERVATION

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. Terracon 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 notifying and scheduling Terracon so Terracon can perform these services.

Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

Proposal for Construction Materials Testing Services

Ridgeview Drive Extension

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Terracon

G) AUTHORIZATION

This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Sincerely,

Terracon Consultants, Inc.

(Texas Registration No. F-3272)



Lyndon J. Cox, PE

Senior Principal



Kenneth Bradley

Senior Project Manager

Attachments:

(1) Cost Estimate



BUDGET ESTIMATE - (Exhibit C)

Ridgeview Drive Extension

Ridgeview Drive Extension from Cottonwood Creek to Chelsea Blvd.

TERRACON PROPOSAL NO. P94171335 R1

October 2, 2017

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING				
Earthwork Observation and Testing				
Soils Technician, hour (min. 3 hours)	230	hour	\$52.00	\$11,960.00
Soils Technician, (Overtime)	80	hour	\$78.00	\$6,240.00
Vehicle Charge	57	trip	\$50.00	\$2,850.00
Moisture Density Relationship (ASTM D698)	6	each	\$160.00	\$960.00
Sieve Analysis (Minus 200) (ASTM D1140)	6	each	\$25.00	\$150.00
Atterberg Limits (ASTM D4318)	6	each	\$60.00	\$360.00
Nuclear Density Gauge	57	day	\$50.00	\$2,850.00
PH Lime Series	3	each	\$275.00	\$825.00
			Sub-total	\$26,195.00
Foundation Observation and Testing (Drilled straight shaft)				
Foundation Technician, (min. 3 hours)	80	hour	\$52.00	\$4,160.00
Foundation Technician, (Overtime)	20	hour	\$78.00	\$1,560.00
Vehicle Charge	10	trip	\$50.00	\$500.00
Concrete Test Cylinders (ASTM C39)	50	each	\$17.00	\$850.00
			Sub-total	\$7,070.00
Concrete Testing & Observation				
Concrete Technician, (min. 3 hours)	260	hour	\$52.00	\$13,520.00
Concrete Technician, (Overtime)	100	hour	\$78.00	\$7,800.00
Vehicle Charge	30	trip	\$50.00	\$1,500.00
Concrete Test Cylinders (ASTM C39)	300	each	\$17.00	\$5,100.00
Concrete Cores (Depth Check)	1	trip	\$300.00	\$300.00
			Sub-total	\$28,220.00
ADMINISTRATION				
Project Manager	40	hour	\$135.00	\$5,400.00
Clerical	25	hour	\$60.00	\$1,500.00
			Sub-total	\$6,900.00
Estimated Project Total				\$68,385.00