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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Owner-Engineer Agreement form ("Short Form") is intended for furnishing professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500), or one of the several special-purpose EJCDC professional services agreement forms. EJCDC® E-001 provides information on these agreement forms.

For further discussion regarding the use of this document, see the Guidelines for Use of EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services, commencing on the following page.

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **The City of Deer Park** (Owner) and **Terracon Consultants, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Jimmy Burke Activity Center** (Project). Engineer's services under this Agreement (Services) are generally identified as **Material Testing Services**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Terracon's services will be performed on an as-needed basis for the duration of the Project.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **[specify numeric factor]**.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. Engineers Standard per trip and per test rate as outlined on Appendix 1.
 - d. The total compensation for Services and reimbursement of expenses is estimated to be **\$110,032.50**.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is March 28, 2025.

Owner:

The City of Deer Park

(name of organization)

By:

(authorized individual's signature)

Date:

4-4-25

(date signed)

Name:

James Stokes

(typed or printed)

Title:

City Manager

(typed or printed)

Engineer:

Terracon Consultants, Inc.

(name of organization)

By:

Jason L. Mills

(authorized individual's signature)

Date:

04/03/2025

(date signed)

Name:

Jason Mills

(typed or printed)

Title:

Senior Principal

(typed or printed)



551 W. League City Pkwy, STE F
League City, TX 77573
P (281) 557-2900
Terracon.com

March 26, 2025

City of Deer Park
710 E San Augustine St
Deer Park, TX 77536

Attn: Harvey, Blaine T.
E:ggonzales@deerparktx.org

RE: Proposal for Materials Services
Jimmy Burke Activity Center
501 W. 13th St.
Deer Park, TX 77536
Terracon Proposal No. P91251051

Dear Mr. Gonzales:

We appreciate the opportunity to submit this proposal to City of Deer Park to provide Materials services for the above referenced project. The following are exhibits to the attached.

1.0	Project Understanding
2.0	Scope of Services
3.0	Schedule
4.0	Compensation
5.0	Assumption and Limitations

Your authorization for Terracon to proceed in accordance with this proposal can be issued by providing an Agreement for Professional Services.

Sincerely,

Terracon Consultants, Inc.

Blaine Harvey, NICET II
Materials Project Manager

Edwin Vazquez Martinez, EIT
Materials Department Manager

Explore with us

1.0 Project Understanding

Item	Description
Project Description	The project consists of the construction of the new Jimmy Burke Activity Center, Museum, and Visitor Center Project joined by a single roof, at the site located at 500 West 13th Street in Deer Park, Texas. It is understood that the single-story buildings will have a total footprint of approximately 56,000 square feet supported by auger-cast piles and a slab-on-void. This project also includes driveway and parking area pavements.
Geotechnical Investigation	Geotechnical report provided by Gessner Engineering. Please see report 23-0382 dated 11/08/2023.
Foundation type	Auger-Cast Piles
Framing Type	<ul style="list-style-type: none">■ Steel, Masonry
Sitework	<ul style="list-style-type: none">■ 56,000sf building with an Auger-Cast Pile Foundations supporting a Slab-on-Void.
	<ul style="list-style-type: none">■ Site Improvements include additional parking areas, sidewalk, curb & gutter, and waterways.
	<ul style="list-style-type: none">■ Off-site improvements are not anticipated as part of the planned building addition.

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

- Drawings by Gessner Engineering dated February 19, 2025.
- Specifications by Brown Reynolds Watford Architects dated February 19, 2025.

A construction schedule was not provided at the time this proposal was prepared. We request the right to review the construction schedule and revise this proposal based on the schedule once it is provided.



Note: This estimate is based on the preliminary drawings. Completed construction plans will be necessary for a better representation of cost & materials testing.

2.0 Scope of Services

Our proposed Scope of Services consists of field and laboratory testing. These services are described in the following sections.

Scope Item	Description
Earthwork	<ul style="list-style-type: none">■ Sample select fill, building subgrade, trench backfill, treated subgrade materials. Prepare and test the samples for Atterberg Limits and percent fines.■ Test soil samples for moisture-density relationship.■ Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory.■ Evaluate the subgrade soil for proposed chemically treated paving subgrade.■ Observe the chemical treatment process for the pavement subgrade.■ Perform field gradation tests of treated subgrade.■ Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the select fill, building subgrade, trench backfill, treated subgrade materials using the nuclear method to determine the moisture content and percent compaction of the soil materials.
Foundation System	<ul style="list-style-type: none">■ Observe the installation of the auger cast piles. Record the size of the shaft (including the length and auger diameter). The number, size and length of reinforcing bars used will be documented.

Proposal for Materials Services

Jimmy Burke Activity Center | Deer Park, TX 77536

March 26, 2025 | Terracon Proposal No. P91251051



Scope Item	Description
Cast-in-Place Concrete	<ul style="list-style-type: none">■ The calculated grout volume pumped into each shaft will be documented.■ Sample the grout material used for the pile system. Sample 1 set of 6 grout cubes for each day's placement. Three samples will be tested at 7 days and three samples will be tested at 28 days.■ Perform compressive tests of concrete test cylinders cast in the field.■ Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.■ Sample and test the fresh concrete for each mix. Perform tests including slump, air content, concrete temperature, and cast test specimens. Terracon will make every attempt to cure specimens. However, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete test specimens. Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment. Occasionally, additional costs are associated with Terracon providing the correct initial curing environment for concrete test specimens, especially during the seasons with elevated ambient temperatures. This should be discussed during the pre-construction meeting.
	<ul style="list-style-type: none">■ Perform compressive strength tests of concrete test cylinders cast in the field.
	<ul style="list-style-type: none">■ Observe the reinforcing steel in CMU walls and bond beams.
	<ul style="list-style-type: none">■ Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
	<ul style="list-style-type: none">■ Sample the fresh grout during construction and cast grout prisms for compressive strength tests.
Masonry, Mortar, and Grout	

Proposal for Materials Services

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Scope Item	Description
Structural Steel Welded and Bolted Connections	<ul style="list-style-type: none">■ Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.■ In the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.■ Attend preconstruction or preinstallation meetings.■ Coordinate field and laboratory testing.
Project Management and Administration	<ul style="list-style-type: none">■ Communicate with Terracon Engineering Technicians, Contractor, and Owner's site representative.■ Review laboratory and field test reports.■ Monitor our budget.

2.1 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 because of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

2.2 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 work, you simply return a signed copy of the Supplemental agreement.

2.3 Mechanically Stabilized Earth (MSE) Walls

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal

Proposal for Materials Services

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Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

3.0 Schedule

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the League City, Texas office at the following phone number: (281) 724-5702. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

3.1 Compass



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

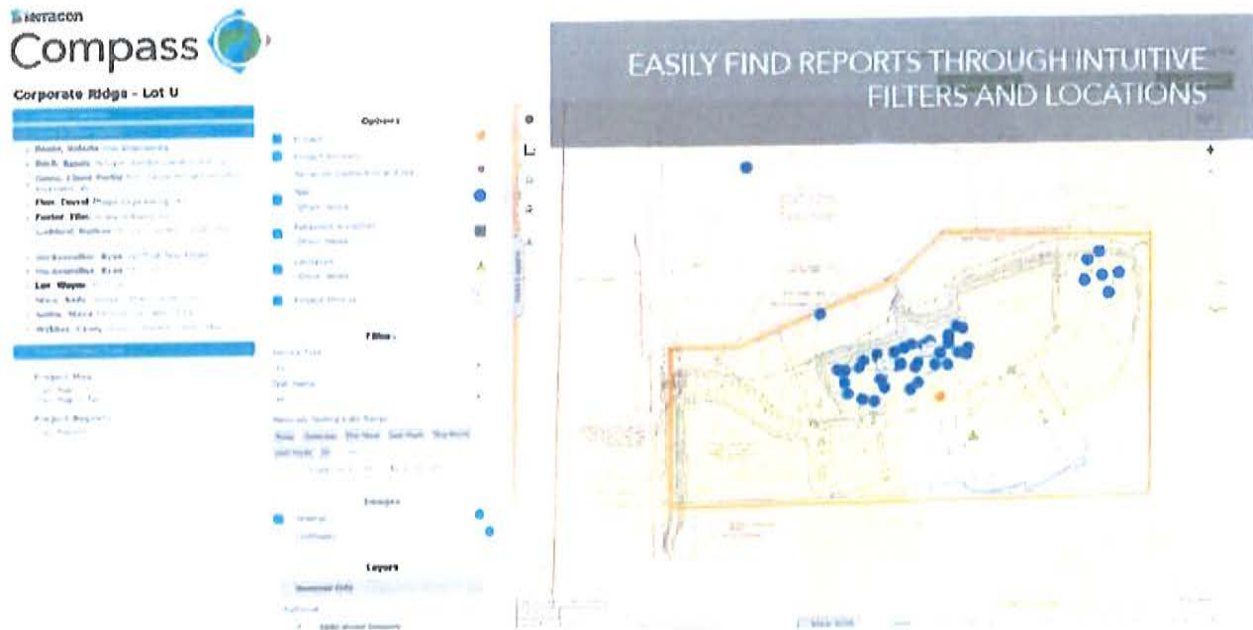
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- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations
- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Quicker turnaround of information and reports



Traditional methods of reporting and accessing results of your project's inspections, testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.

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**Fee Estimate****Materials Services**

Jimmy Burke Activity Center

Terracon Proposal No. P91251051

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Earthwork				\$ 21,915.00
Engineering Technician	\$ 75.00	180	hours	\$ 13,500.00
Engineering Technician, OT	\$ 112.50	10	hours	\$ 1,125.00
Standard Proctor	\$ 190.00	6	tests	\$ 1,140.00
Optimum Lime Determination	\$ 450.00	2	tests	\$ 900.00
Atterberg Limits Determination	\$ 85.00	5	tests	\$ 425.00
Compressive Strength of Cement Stabilized Sand	\$ 150.00	1	tests	\$ 150.00
Wash 200	\$ 85.00	5	tests	\$ 425.00
Nuclear Gauge (Equipment)	\$ 85.00	25	days	\$ 2,125.00
Vehicle Charge	\$ 85.00	25	trips	\$ 2,125.00
Foundation				\$ 28,365.00
Engineering Technician	\$ 75.00	220	hours	\$ 16,500.00
Engineering Technician, OT	\$ 112.00	20	hours	\$ 2,240.00
Compressive Strength of Grout Cubes	\$ 150.00	50	sets	\$ 7,500.00
Vehicle Charge	\$ 85.00	25	trips	\$ 2,125.00
Cast in Place Concrete				\$ 22,662.50
Engineering Technician, OT	\$ 112.50	5	hours	\$ 562.50
Engineering Technician	\$ 75.00	200	hours	\$ 15,000.00
Compressive Strength of Concrete	\$ 27.00	200	tests	\$ 5,400.00
Vehicle Charge	\$ 85.00	20	trips	\$ 1,700.00
Masonry				\$ 13,612.50
Engineering Technician	\$ 75.00	80	hours	\$ 6,000.00
Engineering Technician, OT	\$ 112.50	5	hours	\$ 562.50
Compressive Strength of Mortar	\$ 150.00	15	sets	\$ 2,250.00
Compressive Strength of Grout Prism	\$ 150.00	15	sets	\$ 2,250.00
Vehicle Charge	\$ 85.00	30	trips	\$ 2,550.00
Structural Steel				\$ 12,327.50
Certified Welding Inspector	\$ 135.00	75	hours	\$ 10,125.00
Certified Welding Inspector, OT	\$ 202.50	5	hours	\$ 1,012.50
Vehicle Charge	\$ 85.00	14	trips	\$ 1,190.00
Project Management / Administration / Safety				\$ 11,150.00
Administrative Staff II	\$ 85.00	40	hours	\$ 3,400.00
Project Manager	\$ 135.00	50	hours	\$ 6,750.00
Project Engineer	\$ 200.00	5	hours	\$ 1,000.00
Total				\$ 110,032.50

Proposal for Materials Services

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March 26, 2025 | Terracon Proposal No. P91251051



- Overtime is defined as hours worked more than 8 per day, and all ours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.
- A 4-hour minimum charge will be applied to all trips made to provide testing, observation, and consulting services. The minimum charge is not applicable for trips for sample or cylinder pick-ups.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.
- This is a not-to-exceed price unless authorized by City of Deer Park. Many factors beyond our control such as weather and the contractors schedule will dictate the final fee for our services.
- Quantities for re-tests, cancelations and stand-by-time are not included in our fee.

5.0 Assumption and Limitations

In preparing this proposal, we assumed work would occur 5 days per week and that our services would be performed on an as requested basis. Our cost estimate assumes that work occur during normal business hours. Our services will be invoiced in accordance with Item 4.0.

We have excluded the following services from our proposal. We would be happy to provide an estimate to perform these services, if requested.

- Inspector of Fabricators
- Division 8 required testing
- Precast concrete