

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES FOR  
CONSTRUCTION MATERIALS TESTING SERVICES WITH  
FURGO CONSULTANTS, INC.**

**THE STATE OF TEXAS**

§

**THE CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

THIS AGREEMENT for professional consulting services related to construction materials testing services for the Creek Bend Extension Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and FURGO CONSULTANTS, INC., located at 8613 Cross Park Drive, Austin, Texas 78754 (the "Consultant").

**RECITALS:**

**WHEREAS**, City has determined that there is a need for a construction material testing services for the Creek Bend Extension Project; and

**WHEREAS**, City desires to contract for such professional services; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.01 EFFECTIVE DATE, DURATION, AND TERM**

This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved.

City reserves the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

## **2.01 PROPOSAL FOR SERVICES**

For purposes of this Agreement Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached to this Agreement as Exhibit “A” titled “Project Scope of Work,” which document is incorporated herein for all purposes.

## **3.01 SCOPE OF SERVICES**

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit “A,” which document is incorporated herein for all purposes. Consultant’s undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

## **4.01 LIMITATION TO SCOPE OF SERVICES**

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit “A” and herein, and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit “A,” however, either party may make written requests for changes to the Scope of Work.” To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 10.01.

## **5.01 CONTRACT AMOUNT**

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with Exhibit “B” entitled “Fee Schedule,” which document is attached hereto and incorporated herein for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit “A.”

**Not-to-Exceed Total Payment for Services:** Consultant’s total compensation for consulting services hereunder shall not exceed **Ninety-Three Thousand Six Hundred Sixty-Two and 10/100 Dollars (\$93,662.10)**. This amount represents the absolute limit of City’s liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant’s professional fees for work done on behalf of City.

**Payment for Reimbursable Expenses:** There shall be no payments for reimbursable expenses included in this Agreement.

**Deductions:** No deductions shall be made for Consultant’s compensation on account of penalty, liquidated damages or other sums withheld from payments to Consultant.

**Additions:** No additions shall be made to Consultant's compensation based upon project claims, whether paid by the City or denied.

## **6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT**

**Invoices:** To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

**Payment of Invoices:** The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

## **7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING**

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

## **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

#### **9.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

#### **10.01 SUPPLEMENTAL AGREEMENT**

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

#### **11.01 TERMINATION; DEFAULT**

**Termination:** It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this

Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

**Default:** Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

## **12.01 NON-SOLICITATION**

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

## **13.01 CITY'S RESPONSIBILITIES**

Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a comprehensive and detailed information request list, if any.

#### **14.01 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

#### **15.01 CONFIDENTIALITY; MATERIALS OWNERSHIP**

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

**The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.**

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

## **16.01 WARRANTIES**

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industry standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

## **17.01 LIMITATION OF LIABILITY**

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

## **18.01 INDEMNIFICATION**

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

## **19.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

## **20.01 LOCAL, STATE AND FEDERAL TAXES**

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

## **21.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local,



state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights, if required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

## **22.01 FINANCIAL INTEREST PROHIBITED**

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

## **23.01 DESIGNATION OF REPRESENTATIVES**

The City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Leah Collier  
Transportation Engineer  
City of Round Rock  
2008 Enterprise Drive  
Round Rock, TX 78664  
(512) 341-3318  
[lcollier@roundrocktexas.gov](mailto:lcollier@roundrocktexas.gov)

## **24.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Consultant:**

Furgo Consultants, Inc.  
8613 Cross Park Drive  
Austin, Texas 78754

### **Notice to City:**

City Manager, City of Round Rock  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

## **25.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

## **26.01 EXCLUSIVE AGREEMENT**

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

## **27.01 DISPUTE RESOLUTION**

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **28.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **29.01 STANDARD OF CARE**

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

## **30.01 GRATUITIES AND BRIBES**

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **31.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

## **32.01 MISCELLANEOUS PROVISIONS**

**Time is of the Essence.** Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

**Force Majeure.** Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters

or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

**Section Numbers.** The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

**Waiver.** No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

**City of Round Rock, Texas**

**Furgo Consultants, Inc.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney



8613 Cross Park Drive  
Austin, Texas 78754  
Phone: 512-977-1800  
Fax: 512-973-9966

City of Round Rock Texas  
Transportation Department  
2008 Enterprise Dr.  
Round Rock, TX 78664

Proposal No. 04.30152018  
July 9, 2015

Attention: Ms. Leah Collier  
Email: [lcollier@roundrocktexas.gov](mailto:lcollier@roundrocktexas.gov)

**Proposal for Construction Materials Testing Services  
Creek Bend Extension  
Round Rock, Texas**

**Introduction**

We are pleased to submit this proposal for providing on-site construction materials testing services for the above referenced project. Project plans and specifications were available for our review. In addition, Fugro provided geotechnical design services on this project (refer to Fugro Report No. 04.30111086, dated July 14, 2014).

In general, the project includes construction of a bridge over Brushy Creek (463 ft long), an extension of Creek Bend Blvd (3,838 ft long), new retaining walls, utilities and associated appurtenances. The project is located between the south end of the existing Creek Bend Blvd and the intersection of existing Brightwater Dr. and Wyoming Springs Dr. in Round Rock, Texas. In this proposal we present a scope of services, a fee estimate and unit price schedules.

**Scope of Services**

Based upon our knowledge of the project, and our past experience with similar projects, we present our proposed scope of services in the following paragraphs. We anticipate that our scope of services will consist of:

- Earthwork Testing;
- Drilled Pier Observation;
- Concrete Reinforcing Steel Observation;
- Anchor Bolt Inspection;
- Concrete Testing;

A member of the Fugro group of companies with offices throughout the world.



City of Round Rock, Texas  
Ms. Leah Collier

July 9, 2015  
Page 2 of 6

- Asphalt Testing.

For placement and compaction of fill, backfill, natural subgrade, and pavement base material, we will provide a soil technician when requested to perform required field density tests to monitor the contractor's compliance with specifications. Laboratory tests will consist of Atterberg limits, gradation analyses, and moisture density relationships.

For drilled pier or foundation construction, our technician will verify that the piers or footings have been installed to the required penetration of the proper bearing stratum. He will also verify that the excavation(s) has been properly cleaned, that piers are within plumbness requirements, and that casing is used, if required.

When requested, we will observe the concrete reinforcement prior to structural concrete placements. Bar size, spacing, splicing, cleanliness, and cover will be examined for compliance with the approved structural drawings. Post tension strand location, spacing, drape, and anchorage will also be inspected if applicable.

When requested, we will observe the placement of embedded bolts in concrete. For bolts that are drilled and epoxied in place, we will inspect the drilled holes for length, diameter, and cleanliness in accordance with the manufacturer's requirements. If requested, we are also available to perform pull tests on completed bolts.

When requested, our duties for cast-in-place concrete monitoring will be slump testing, molding compression test cylinders, and concrete compression testing. Concrete will be observed for slump at the point of placement, and one set of concrete cylinders will be cast at the specified frequency. Air content will be tested for concrete exposed to weather. Our fees do not include control or documentation of the initial field-curing environment of the compressive strength test cylinders.

When requested, our technicians will also perform laboratory testing on the hot mix asphaltic concrete (HMAC). We will cut cores for determining field density and in-place thickness. Laboratory testing will include molding of test specimens, laboratory densities, voids in mineral aggregate, determination of maximum theoretical density, asphalt content, and gradation.



City of Round Rock, Texas  
Ms. Leah Collier

July 9, 2015  
Page 3 of 6

Our Project Manager will attend the preconstruction meeting, be available for review of geotechnical and construction materials related submittals, provide consultation regarding any observed non-conformances, provide technical oversight of our services, and prepare the Special Inspection letter(s) at the conclusion of the project.

Our field technician(s) will immediately report results of field observations directly to the on-site job superintendent and owner's representative. We will assist the superintendent in identification and correction of any observed non-compliances with project specifications. In no case will our technician direct the contractor's operations, waive specifications, or make final acceptance of the contractor's work. Written reports will be transmitted electronically.

The scope of services and estimated fee proposed herein does not include:

- Environmental or geologic oversight, including mitigation of any exposed voids, caves, karst features, groundwater, or cave invertebrate habitat;
- Inspection of any items at off-site suppliers and fabrication plants; it is assumed that suppliers and fabrication plants employed by the contractor have their own QA/QC program to satisfy the project requirements.
- Standby time, trips to site for cancellations without notice, retesting, reinspection, or testing services for the contractor's convenience or internal Quality Control.
- Identification, investigation, or mitigation of any hazardous materials, buried waste, buried structures, or other unknown substances or appurtenances found during construction.
- Overtime (see footnotes of Schedule CMT-2014 for definition).

### **Terms and Conditions**

Our general conditions for materials engineering and technical services are presented on Schedule 40.01. Construction materials testing fees are included on Fee Schedule CMT-2014. Both schedules are attached. The project will be billed monthly on the basis of this fee schedule.

Materials testing services are for quality control purposes only. In no way are our personnel responsible for the job site safety of others, nor do they have stop-work authority. However, our personnel will conduct their work in a safe, workman-like manner, and will observe work-site safety requirements.



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City of Round Rock, Texas  
Ms. Leah Collier

July 9, 2015  
Page 4 of 6

The following statement is required by Fugro's Insurance Company. Fugro's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

### **Proposed Fees**

Testing costs will vary depending on the construction schedule, project sequencing, overlapping of work, weather, and other factors. Our services will be provided on a call-out basis and will be billed in accordance with the attached fee schedule. For budgeting purposes, we estimate that our fees will be approximately as detailed in the attached breakdown. Upon request, other services may be provided that are shown on the fee schedule but are not itemized on the estimate and will be invoiced accordingly.

This cost estimate is based on the acceptance of our terms and conditions without modification, and the use of this proposal as our sole agreement.

\* \* \*





City of Round Rock, Texas  
Ms. Leah Collier

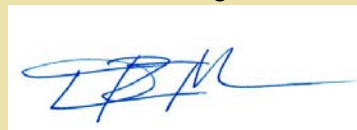
July 9, 2015  
Page 5 of 6

To indicate acceptance of our proposal, please have the signature block below signed by a duly authorized person in the spaces provided and return the attached copy to us for our files.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please call.

**FUGRO CONSULTANTS, INC.**

TBPE Firm Registration No. F-299



David R. Mason, P.G.  
Manager, Materials Engineering and Testing

H:\CMT\PROJECT FILES\2015\04.30152018 Creek Bend Extension\04.30152018 Creek Bend Extension Contract\P04.30152018 Creek Bend Extension.doc  
Attachments

**C L I E N T:**

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



City of Round Rock, Texas  
Ms. Leah Collier

July 9, 2015  
Page 6 of 6

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Fugro Consultants, Inc.  
8613 Cross Park Drive  
Austin, Texas 78754  
Ph: 512-977-1800  
Fax: 512-973-9966

**CONSTRUCTION MATERIALS TESTING FEE ESTIMATE  
CREEK BEND EXTENSION  
ROUND ROCK, TEXAS  
Fugro Project No. 04.30152018**

Description	Test Method	Qty	Unit Price	Extension	Subtotal
<b>Earthwork</b>					
Field Density Tests	TEX 115E, Part I	400 ea	\$16.00	\$6,400.00	
Technician		400 hr	\$46.00	\$18,400.00	
Overtime		0 hr	\$56.00		
Project Engineer, P.E.		24 hr	\$145.00	\$3,480.00	
Trip Charge		100 ea	\$50.00	\$5,000.00	\$33,280.00
<b>Laboratory Testing for Soil</b>					
Moisture Density Relationship	TEX 114E	6 ea	\$225.00	\$1,350.00	
Atterberg Limits	TEX 104, 105, 106E	6 ea	\$65.00	\$390.00	
Dry Rodded Unit Wt (wall backfill)	ASTM C29	2 ea	\$70.00	\$140.00	
Sieve Analysis	TEX 110E, 111E	6 ea	\$65.00	\$390.00	\$2,270.00
<b>Laboratory Testing for Pavement Base</b>					
Moisture Density Relationship	TEX 113E	1 ea	\$225.00	\$225.00	
Atterberg Limits	TEX 104, 105, 106E	1 ea	\$65.00	\$65.00	
Sieve Analysis	TEX 110E, 111E	1 ea	\$65.00	\$65.00	
Triaxial	TEX 117E	9 ea	\$150.00	\$1,350.00	
Wet Ball	TEX 116E	1 ea	\$165.00	\$165.00	\$1,870.00
<b>Drilled Piers</b>					
Concrete Cylinders	ASTM C31, C39	75 ea	\$18.00	\$1,350.00	
Sr. Technician		120 hr	\$55.00	\$6,600.00	
Overtime		30 hr	\$65.00	\$1,950.00	
Project Engineer, P.E.		16 hr	\$145.00	\$2,320.00	
Trip Charge		15 ea	\$50.00	\$750.00	\$12,970.00
<b>Reinforcing Steel Inspections</b>					
Sr. Technician		60 hr	\$55.00	\$3,300.00	
Overtime		0 hr	\$65.00		
Trip Charge		15 ea	\$50.00	\$750.00	\$4,050.00
<b>Concrete Placement - Structural</b>					
Concrete Cylinders	ASTM C31, C39	225 ea	\$18.00	\$4,050.00	
Concrete Beams	ASTM C31, C78	0 ea	\$50.00	\$0.00	
Air Content Tests	ASTM C173, C231	45 ea	\$15.00	\$675.00	
Technician		270 hr	\$46.00	\$12,420.00	
Overtime		0 hr	\$56.00		
Trip Charge		45 ea	\$50.00	\$2,250.00	\$19,395.00
<b>Welding Inspection</b>					
Certified Welding Inspector		8 hr	\$76.00	\$608.00	
Overtime		0 hr	\$86.00		
Trip Charge		2 ea	\$42.00	\$84.00	\$692.00
<b>Hot-Mix Asphaltic Concrete</b>					
Technician		30 hr	\$55.00	\$1,650.00	
Overtime		6 hr	\$65.00	\$390.00	
Asphalt Coring Equipment		6 hr	\$25.00	\$150.00	
Trip Charge		4 ea	\$50.00	\$200.00	\$2,390.00
<b>Laboratory Testing for Asphalt</b>					
Bulk Density/VMA	TEX 207F	9 set	\$130.00	\$1,170.00	
AC Content/Gradation	TEX 236F, 200F	9 ea	\$230.00	\$2,070.00	
Max Theoretical Density	TEX 227F	9 ea	\$75.00	\$675.00	
Specific Gravity of Asphalt core	TEX 207F	18 ea	\$45.00	\$810.00	\$4,725.00
<b>Project Management</b>					
Project Manager, P.E.		24 hr	\$170.00	\$4,080.00	
Project Engineer, P.E.		24 hr	\$145.00	\$3,480.00	
Report Production	Billed at 5% of total fees			\$4,460.10	\$12,020.10
<b>Total Estimated Project Cost</b>				<b>\$93,662.10</b>	<b>\$93,662.10</b>

## Exhibit "B" - Fee Schedule