



May 9, 2022

Webb County Engineering Department  
1620 Santa Ursula Drive  
Laredo, Texas 78040

Attn: Mr. Luis Perez Garcia, P.E.  
P: (956) 523-4054  
E: [lperezgarcia@webbcountytx.gov](mailto:lperezgarcia@webbcountytx.gov)

Re: Proposal for Materials Testing & Observation Services  
Webb County Constable Office JP PCT.4  
8501 San Dario Avenue  
Laredo, Texas  
Terracon Proposal No.: P89221031

Dear Mr. Perez Garcia:

Terracon Consultants, Inc. is pleased to submit this estimate for the materials testing and observation services for the above-mentioned project. **We understand that we have been chosen to negotiate these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.** We are presenting this proposal to confirm our understanding of the services to be performed for this project and to obtain written authorization to provide these services. Our services, as we understand them and our estimated fee to perform these services are listed below.

## A. PROJECT INFORMATION

### Site Location

ITEM	DESCRIPTION
Location	The project is located at 8501 San Dario Avenue in Laredo, Texas.
Existing improvements	Existing Webb County Constable Office.
Current ground cover	Existing asphaltic concrete pavement.
Existing topography	Based on the grading plan provided to Terracon, elevation at the site varies from El. 451 feet to El. 456 feet sloping downward from the Southeast corner toward the Northwest corner of the property. Based on grading plan provided by S&B Infrastructure; dated 04/26/2021.



**Project Description**

ITEM	DESCRIPTION
<b>Structures/Improvements</b>	The development will include the expansion to the exiting building g with a footprint area of about 2,000 square feet and associated parking and driveways. The building may be supported by floor slab with continuous perimeter grade beams.
<b>Pavements</b>	Pavements will consist of rigid pavement systems. Based on grading plan provided by S&B Infrastructure; dated 04/26/2021.

Should any of the above information be inconsistent with the planned construction please let us know so that we may make any necessary modifications to this proposal.

**B. SCOPE OF SERVICES**

Terracon will perform materials testing in general accordance with industry standards, specifications are not available. The time required for testing during the construction phase on the project is directly related to the contractor’s scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable units, unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils.
- Field testing and laboratory evaluation of concrete, observation of reinforced concrete.
- Concrete testing services

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory materials testing/inspection will be performed under the direction of a Texas Registered Professional Engineer. A detailed scope of services envisioned to complete the testing is as follows:

**SOILS**

The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limits determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted as

specified for each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

## **CONCRETE**

American Concrete Institute (ACI) or equivalent qualified engineering technicians will be provided on an as-requested basis to sample the plastic concrete used during construction. The concrete will be tested for slump, air content and temperature at the time of placement. Sets of concrete cylinders will be molded at each sampling.

Concrete specimens will have initial field curing as recommended by the ACI standards at the site and returned to our local or portable laboratory for completing final curing prior to testing. Compressive strength testing will be conducted at 7-days, 28-days and 56-days to determine compliance with project specifications. All test results will be conveyed after testing is completed.

**NOTE:** Field curing is General Contractor's responsibility.

## **PROJECT MANAGEMENT**

The project manager will be the point of contact for the project and his duties could include the following:

- a) Attend construction meetings, on as scheduled basis
- b) Review concrete mixes submitted, on as scheduled basis
- c) Coordinate field and laboratory testing,
- d) Communicate with Terracon field technicians, Contractor, and Owner's site representative,
- e) Review laboratory and field test reports,
- f) Manage our budget and invoicing.
- g) Performing site visits to the project site.
- h) Provide technical assistance.

## **C. COMPENSATION**

We estimate the fee of our services to be **\$5,029.00, see Exhibit A for details. We will only invoice for the actual services and required laboratory tests. If construction activities do not require the time we have estimated, the fee will be lower than our estimated fee.** If more services are required due to conditions such as scheduling, inclement weather, or retesting, this fee estimate may be exceeded.

**NOTE:** Terracon has no control over General Contractor's Mean, Methods or Schedule.

If it becomes apparent to Terracon that the requested services cannot be performed within the estimated fee and proposed testing and observation quantities, we will submit a written request for a change order. Our estimated fee and any services due to change orders will be provided at the unit rates shown in our 2022 Schedule of Fees.

**Revised Proposal for Materials Testing & Observation Services**

Webb County Constable Office JP PCT.4 ■ Laredo, Texas

May 9, 2022 ■ Terracon Proposal No. P89221031



The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates on 1.5 times the regular hourly rate will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and for hours worked on Saturday. Hours worked on Sunday or holiday will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum of three (3)-hour charge will be invoiced per visit to the project site. Hours will be rounded up to the next whole number.

**Scheduling** – It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24-hour notice), for testing services required on this project. Our services will be performed on an as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project. Scheduling for your convenience is handled by our Dispatcher (956) 729-1100.

**Approval** - If this Scope of Services meets with your approval, project initiation may be expedited by emailing [Ray.Hernandez@terracon.com](mailto:Ray.Hernandez@terracon.com) or faxing a copy of the signed Agreement for Services to (956) 791 1071. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

The terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We appreciate your consideration of Terracon for this project, and we look forward to the opportunity of working with you. If you have any questions regarding this proposal, please feel free to contact us.

Sincerely,

**Terracon Consultants, Inc.**

(Firm Registration: TX F3272)

Raymundo Hernandez  
Project Manager  
Materials Division

Juan Carlos Rendon, M.S.  
Office Manager

Attachments(s):

1. Exhibit A – Detail Fee Estimate
2. Distribution Sheet

**EXHIBIT A**  
**Webb County Constable Office JP PCT.4**  
**Terracon Proposal P89221031**

**Earthwork/Soils Testing**

Item	Units	Unit Cost	Estimated Total
Moisture-Density relationship for soils, each	2	\$ 200.00	\$ 400.00
Gradation for base material, each	2	\$ 120.00	\$ 240.00
Atterberg limits, each	2	\$ 80.00	\$ 160.00
Lab preparation of samples/materials, per hour	8	\$ 75.00	\$ 600.00
Proofroll Observation, per hour Note: Buidling pad only	3	\$ 85.00	\$ 255.00
Compaction in-place field density, tests Note: Minimum charge of 4 tests/trip	20	\$ 45.00	\$ 900.00
<b>Note: Units can be less if other services are scheduled parallel.</b>		<b>Subtotal</b>	<b>\$ 2,555.00</b>

**Reinforcing Steel Observation**

Item	Units	Unit Cost	Estimated Total
Reinforcing Steel Observation, per hour Note: Building Slab only; 3-hour minimum per trip	3	\$ 85.00	\$ 255.00
<b>Note: Units can be less if other services are scheduled parallel.</b>		<b>Subtotal</b>	<b>\$ 255.00</b>

**Concrete Testing**

Item	Units	Unit Cost	Estimated Total
Concrete cylinders compressive strength 5 specimens (4"x8") ,per set	5	\$ 225.00	\$ 1,125.00
<b>Note: Units can be less if other services are scheduled parallel.</b>		<b>Subtotal</b>	<b>\$ 1,125.00</b>
Item	Units	Unit Cost	Estimated Total
Project Manager, hour	6	\$ 130.00	\$ 780.00
Sr. Project Engineer, hour	2	\$ 157.00	\$ 314.00
		<b>Subtotal</b>	<b>\$ 1,094.00</b>
<b>Total Budget Estimate</b>			<b>\$ 5,029.00</b>

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Webb County Engineering Department ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Webb County Constable Office JP PCT.4 project ("Project"), as described in Consultant's Proposal dated 05/09/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** 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. Consultant 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 shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. 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. Consultant 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 other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.  
 By:  Date: 5/9/2022  
 Name/Title: Juan Carlos Rendon Prado / Office Manager I  
 Address: 615 Gale St, Bldg B Ste B  
Laredo, TX 78041  
 Phone: (956) 729-1100 Fax: (956) 791-1071  
 Email: Juan.Rendon@terracon.com

Client: Webb County Engineering Department  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: Mr. Luis Perez Garcia, P.E.  
 Address: 1620 Santa Ursula Drive  
Laredo, Teaxs 78040  
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