

- A. Services as further described in Exhibit "A".
- B. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by PROFESSIONAL under this Contract, and CITY may look solely to PROFESSIONAL for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. PROFESSIONAL acknowledges by the execution of this Contract that all contingencies known to PROFESSIONAL at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. PROFESSIONAL will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data PROFESSIONAL is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

**ARTICLE IV.
TIME FOR COMPLETION**

The term of this Contract shall begin on the last date of execution of this Contract. PROFESSIONAL understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "B".

This contract shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless PROFESSIONAL submits a written request, and CITY approves such request in writing.

**ARTICLE V.
REVISIONS OF SCHEMATIC DRAWINGS**

**ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER**

PROFESSIONAL shall be available for conferences with CITY so that Project can be designed with the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to PROFESSIONAL all existing plans, maps, field notes, and other data in its possession relative to the Project. PROFESSIONAL may show justification to CITY for changes in design from CITY standards due to the judgement of said PROFESSIONAL of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision as to any changes after appropriate request by PROFESSIONAL.

**ARTICLE VII.
TERMINATION**

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, PROFESSIONAL shall immediately discontinue all

services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, PROFESSIONAL shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay PROFESSIONAL promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by PROFESSIONAL, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. PROFESSIONAL shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to City which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. PROFESSIONAL shall be liable for any additional cost to complete the project as a result of PROFESSIONAL's termination of this Contract without cause.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

Upon completion of PROFESSIONAL services and receipt of payment in full, the Project drawings, specifications, and other documents or instruments of professional services prepared or assembled by PROFESSIONAL under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. PROFESSIONAL shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the Project. PROFESSIONAL shall have no liability for changes made to the drawings and other documents by other professionals subsequent to the completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the professional making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE IX. INSURANCE

- A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.

2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring PROFESSIONAL'S liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$500,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: PROFESSIONAL shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim.
- B. Each insurance policy to be furnished by PROFESSIONAL shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;
 3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
 5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

- C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY's decision thereon shall be final.
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
- D. PROFESSIONAL agrees to the following:
1. PROFESSIONAL hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and PROFESSIONAL shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of PROFESSIONAL;
 3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate PROFESSIONAL from liability;
 4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
 5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X.
MONIES WITHHELD

When CITY has reasonable grounds for believing that:

- A. PROFESSIONAL will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or

- B. A claim exists or will exist against PROFESSIONAL or CITY arising out of the negligence of the PROFESSIONAL or the PROFESSIONAL's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to PROFESSIONAL under this Contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to PROFESSIONAL, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

ARTICLE XI.
NO DAMAGES FOR DELAYS

Notwithstanding any other provision of this Contract, PROFESSIONAL shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

ARTICLE XII.
**PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES
AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES**

In performing this Contract, PROFESSIONAL agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the PROFESSIONAL agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL's facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give PROFESSIONAL reasonable advance notice of intended audits.

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or

subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL's or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and PROFESSIONAL) specifically agree and contract that: (1) the Contract only affects matters/disputes between the Parties to this Contract, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or PROFESSIONAL or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or PROFESSIONAL.

ARTICLE XV.
SUCCESSORS AND ASSIGNS

CITY and PROFESSIONAL each bind themselves, their successors, executors, administrators and assigns to the other Party of this Contract and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Contract. Neither CITY nor PROFESSIONAL shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XVI.
PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, or agents for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work prepared by said PROFESSIONAL, its employees, subcontractors, and agents subject to §271.904 of the Texas Local Government Code

ARTICLE XVII.
INDEMNIFICATION

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's negligent act or omission of PROFESSIONAL, its officers, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas,

without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XVIII.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Contract and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE XIX.
INDEPENDENT CONTRACTOR

PROFESSIONAL covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that PROFESSIONAL shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and professionals; that the doctrine of respondent superior shall not apply as between CITY and PROFESSIONAL, its officers, agents, employees, contractors, subcontractors and professionals and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and PROFESSIONAL.

ARTICLE XX.
DISCLOSURE

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. PROFESSIONAL further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE XXI.
VENUE

The Parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

ARTICLE XXII.
ENTIRE CONTRACT

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of

the Parties, including Exhibit “A”. In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

ARTICLE XXIII.
APPLICABLE LAW

This Contract is entered into subject to the Mansfield City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

ARTICLE XXIV.
DEFAULT

If at any time during the term of this Contract, PROFESSIONAL shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if PROFESSIONAL shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other Parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has not therefore been paid to PROFESSIONAL hereunder, PROFESSIONAL shall be liable for and shall reimburse CITY for such excess.

ARTICLE XXV.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

ARTICLE XXVI.
NON-WAIVER

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

ARTICLE XXVII.
REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without

written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY

PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. PROFESSIONAL shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the PROFESSIONAL has violated this section, this Contract shall be deemed terminated and PROFESSIONAL's further rights hereunder forfeited.

ARTICLE XXIX.
CONSTRUCTION OF CONTRACT

Both Parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Contract.

ARTICLE XXX.
NOTICES

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:

City of Mansfield
Attn.: **Kristen Petree**
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4260

If intended for Professional, to:

LandTec Engineers
Attn: **Thomas D. Baker, Principal Engineer**
3906 Interstate 20 West
Arlington, TX 76017
817-572-2818

ARTICLE XXXI.
PRIVATE LAND ENTRY

No entry onto any property of others by PROFESSIONAL on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until PROFESSIONAL has secured the landowners' permission to enter and perform such activities, and PROFESSIONAL shall hold CITY harmless from any and all damages arising from activities of PROFESSIONAL on land owned by others.

ARTICLE XXXII.
VERIFICATIONS AND CERTIFICATIONS REQUIRED BY LAW

PROFESSIONAL agrees to execute, simultaneously with this Contract, CITY's Verification and Certifications Required by Law form.

[Signature Page Follows]

EXECUTED this the _____ day of **September**, 2024, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Name: **Matt Jones**
Title: **Assistant City manager**

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
LandTec Engineers

By: *Thomas D Baker*
Name: **Thomas D. Baker**
Title: **Principal Engineer**

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____ of the City of Mansfield.

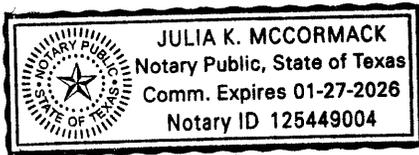
Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 5th day of September, 2024, by Thomas D. Baker, Principal of Land Tec Engineers, LLC.



Julia K McCormack
Notary Public in and for the State of Texas



Geotechnical & Environmental Engineering
Construction Materials Testing
Laboratory Testing

Proposal No. 4679
August 21, 2024

Kristen Petree
City of Mansfield
Management Analyst
kristen.petree@mansfieldtx.gov

**RE: Proposal for Construction Materials Engineering & Testing Services and Special Inspections
Mansfield's Animal Care & Control and Service Center
Mansfield, Texas**

Dear Kristen:

In accordance with your request, we are pleased to submit the following proposal and cost estimate to provide Construction Materials Engineering, Testing Services and Special Inspection for the Animal Care & Control and Service Center project in Mansfield, Texas.

We are providing this proposal based on the understanding that LandTec Engineers has been selected to perform the CMT services listed herein based on qualifications submitted, therefore complying with the Texas Board of Professional Engineers, Engineering Practice Act. LandTec Engineers Professional Engineering Firm No. is F-000329. If this proposal is being considered based on a competitive bid process, LandTec will consider this proposal void and withdraw it from consideration.

Information provided to prepare this proposal included the Project Manual and 100% Bid/Permit Plan set dated May 8, 2024, prepared by Quorum Architects. It is our understanding that the project consists of two structures, Animal Care & Control building and the Service Center building. The Animal Care & Control building is to be approximately 25,000 square feet single story structural steel and CMU building supported by drilled belled piers and a slab on void or crawl space foundation. The Service Center is to be approximately 34,000 square foot pre-engineered metal building with a belled pier supported slab-on-grade foundation on a moisture conditioned building pad.

Plans were provided via email and downloaded August 15, 2024. At the time of this proposal, a construction schedule prepared by Steele & Freeman dated August 5, 2024, was also provided via email and downloaded on August 15, 2024.

LandTec's Basic Scope of Services for Construction Materials Engineering and Testing services are described in "Basic Scope of Services" attached herein.

The basis for our Cost Estimate for Construction Materials Engineering and Testing is based only on LandTec's estimate of durations for each work item using previous experience with projects of similar size and type of construction as noted on the cost estimate sheet (attached). Once a construction schedule is available, we will review our initial estimates against the construction schedule and revise the estimates, as necessary.

Client and LANDTEC may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. The services provided by LANDTEC will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

COMPENSATION

LANDTEC proposes to perform the "Basic Scope of Services" outlined herein on a **Time and Materials Basis at an estimated cost of \$277,125.00**. The attached Cost Estimate sheet presents the estimated number of hours, tests, transportation, report preparation and review time for the construction project. The spreadsheet also presents the unit rates for the various activities.

These costs represent our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated workforce requirements for specific task items may increase while others may not require the entire anticipated effort. This provides us with a greater degree of confidence in the overall project estimate, rather than in any given task.

This proposal and cost estimate is valid for 90 calendar days from the date indicated on the first page of the proposal.

AUTHORIZATION

We appreciate the opportunity to submit this letter agreement and look forward to providing construction materials engineering, testing and Special inspection services. If additional information is needed or if you have questions, please call.

Please indicate your approval by signing one copy of the proposal and returning it to us. Any modifications to the attached language must be accepted by both parties.

Sincerely,



G. Scott Graves, P.E., M.Eng.
Sr. Geotechnical Engineer



Thomas D. Baker, P.E., RPLS
Principal Engineer

LANDTEC ENGINEERS

Mansfield's Animal Care & Control and Service Center
City of Mansfield's Special Inspections & Material Testing
Exhibit A - Scope of Services & Compensation

*Texas Board of Professional Engineers and Land Surveyors
PE Firm No. F-000329 / RPLS Firm No. 100956-00*

Distribution by PDF: Kristen Petree – City of Mansfield
Chris Squadra – Peak Program Value, LLC
Scott Brown – Peak Program Value, LLC

Attachments: Basic Scope of Services
Cost Estimate
Terms & Conditions
GBA Statement

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached “General Terms and Conditions” (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

Please indicate your approval by signing one copy of the proposal and returning it to us.

CITY OF MANSFIELD

By: _____ (Signature)

Name: _____ (Please Print)

Title: _____

Date: _____

LANDTEC ENGINEERS

BASIC SCOPE OF SERVICES

The following paragraphs and attachments detail our Basic Scope of Services and Estimated Cost for the construction materials engineering, testing and Special Inspection coordination of field technicians and related engineering review of testing for the project. The required "Special Inspections" will be completed per the Special Inspection Program, as defined in the Construction Documents.

- Serve as the project Geotechnical Engineer of Record (GER) per the Special Inspections Specification.
- Special Inspections: The Geotechnical Engineer of Record will provide inspection service during foundation installation including earthwork, moisture conditioning, drilled pier deep foundations, structural concrete, structural steel, and masonry.
- Inspection and Materials Testing Services Per Specifications to be provided by the project's architect and structural engineer.
- The Project Specifications list items requiring Special Inspections per International Building Code (IBC) 2021.
- Provide experienced engineering technicians to perform on site and laboratory testing services.
- Provide an experienced Project Manager under the supervision of a geotechnical/materials engineer (Registered Professional Engineer in Texas) to provide oversight and coordination of the engineering technician's daily work, review test data, review test report submittals and prepare Special Inspection reports and letters.
- Under the supervision of a geotechnical/materials engineer (Registered Professional Engineer in Texas), LandTec's administrative staff will distribute reports to personnel as determined by the Client.
- The Geotechnical Engineer of Record will provide final acceptance reports for each category tested at the completion of the project in accordance with the City of Arlington requirements.

Based on our current understanding of the proposed construction project, LANDTEC proposes the following Basic Scope of Services. The estimated number of days for LandTec to be on site is listed and is the basis of our cost estimate.

Soils Observation and Testing (General Site Grading / Moisture Conditioning / Paving Subgrade / Utility Backfill)

LandTec will provide testing on a periodic basis for earthwork, moisture conditioning, utility backfill and paving subgrade. LandTec will perform applicable laboratory tests for each source of fill material. LandTec will observe the subgrade, soil placement, lift, thickness,

and compaction of soils and fills and test for moisture and density. In-place moisture-density (compaction) tests will be taken in each 6-to-8-inch lift of compacted fill material using a moisture density gauge. Tests will be taken at an approximate frequency of one test per approximately 2,500 to 5,000 square feet with approximately three tests per lift for general earthwork and paving subgrade. Tests taken for moisture conditioning will be taken at an approximate frequency of one test per approximately 2,500 to 5,000 square feet with approximately two test per lift and utility backfill will be taken at a rate of one test per approximately 150 linear feet per lift.

Utility Trenches: Field moisture-density (compaction) tests will be performed at the rate of one test per approximately 200 linear feet of trench backfill each lift, with a minimum of two tests per lift. Tests will be performed for the sanitary sewer; storm drain and water lines.

Pavement Subgrade: Observation and testing of the pavement subgrade will include use of a Troxler nuclear density gauge to determine the moisture and density of the subgrade, and verify it is compacted as per the specifications. Field moisture-density (compaction) tests will be performed at the rate of one test per approximately 5,000 square feet, with a minimum of two tests per section. Gradation tests will also be performed on the prepared subgrade once the chemical additive is applied at the rate of approximately one per three compaction tests.

Moisture Conditioning: Standard Proctor and classification tests will be performed for the on-site soils proposed for fill. In-place moisture-density (compaction) tests will be taken in each 8 to 12-inch lift of compacted fill material using a Troxler nuclear density gauge. Tests will be taken at a frequency of approximately one test per 2500 to 5,000 square feet with approximately two tests per lift. Swell tests will be taken at the rate of approximately one test per lift in areas of moisture conditioned soils.

All fill soils placed on lots must be placed at a compaction of 93 to 98 percent and to a moisture content of +5 and above of optimum moisture placed in 8 to 12-inch loose lifts.

Pre-Construction Meeting - LandTec recommends a pre-construction meeting at the site with representatives of the earthwork contractor, civil engineer, and LandTec. Items to cover include surveying requirements, locating the area on the lots to be moisture conditioned including the limits to moisture condition beyond the building pad, depth of moisture conditioning as per the Geotech Report and the limits for poly sheeting on the pad.

Surveying - The earthwork contractor should be responsible for hiring a surveyor with experience working on residential construction projects. We recommend the moisture conditioning part of the earthwork operation be surveyed by conventional methods rather than using GPS equipment on the dozer or track hoe. Surveying records should be developed and provided to the developer, civil engineer, and geotechnical engineer of record upon request.

- Locating and staking the lots to be moisture conditioned including staking the area to be excavated within the recommended limits beyond the house foundation. Setting grade stakes for depth of excavation, checking, and verifying the depth of excavation once the excavation is made prior to any backfilling.

- Setting grade for topping out the building pad, prior to the placement of the polyethylene sheeting, allowing for the 8 to 12 inches (maximum) of cover soil over the sheeting. Placement of more than 8 to 12 inches of cover is not allowed.
- Staking the limits of polyethylene sheeting per the developer/home builder requirements, verifying the sheeting extends over the area of moisture conditioned soils, and providing survey of the final limits of the poly sheeting.
- Checking to determine that final pad grade is established, drainage swales are shaped to the design grade and verifying that all grades are per the civil engineers grading plan.
- LandTec is not responsible for the location and depth of moisture conditioned work, and the location of poly sheeting. The earthwork contractor is responsible for these items.

Drilled Belled Pier Deep Foundations

Per Special Inspection Requirements, an engineering technician will observe the construction of drilled piers including the reinforcing steel cage, bearing material, depth, cleaning of the pier hole, removal of subsurface seepage, installation, and removal of temporary steel casing (if required), preparation of the pier log and placement of structural concrete. Samples of plastic concrete will be obtained for slump measurements and casting of compressive strength specimens. Structural concrete will be sampled each approximate 100 cy or fraction thereof. Observation and testing will be performed on a “continuous” basis.

Concrete Reinforcement & Cast-in-Place Concrete Testing and Inspection

An experienced engineering technician will observe the size, spacing, cover, positioning and grade of the steel as well as verify the bars are free of deleterious material. The technician will also check bar laps and splices to determine they are adequately tied and supported. Observation of reinforcing steel will be performed on a “periodic” basis.

Per Special Inspection Requirements, an ACI certified engineering technician will test the concrete for compressive strength, slump, air content and temperature for all concrete placed including slabs, walls, and paved areas. Samples of plastic concrete will be obtained for slump measurements, air and temperature, and casting of compressive strength specimens. Concrete will be sampled each 50 to 100 cy or fraction thereof for slump and a set of cylinders (5 each) will be cast and tested per each 50 to 100 cy or fraction thereof. The cylinders will be tested with one cylinder at 7-days, three at 28 days, and one held in reserve. Testing and observation of concrete placement will be performed on a “continuous” basis.

Structural Steel

Per Special Inspection requirements, Structural steel inspections will be conducted on-site using structural plans and specifications and approved shop drawings provided by the contractor. During steel erection, "periodic" visits will be made to the site as scheduled by the contractor to visually inspect the installation and tightening of high strength bolts on bearing type connections. Inspectors are to verify size, length, and location of welds at the completion of welding on a continuous basis.

Inspectors will also visually inspect on a continuous basis, single pass fillet welds, floor and deck welds, and shear connections. The inspector will inspect the steel frame for compliance with structural drawings including bracing, member configurations and connection details. During steel erection, continuous inspection will be performed for complete and partial penetration welds, multipass fillet welds and single pass fillet welds greater than 5/16".

The General Contractor (GC) and Architect or Structural Engineer will need to confirm that "a qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC Certified Plant, Category STD at the time of bid" was purchased.

Our scope of services and cost estimate do not include inspection of structural steel at the fabrication plant. If the GC has not selected a steel fabricator and plant for this project, LandTec can provide a scope and cost estimate for fabrication plant inspection services.

Structural Masonry & Grout

Per Special Inspection Requirements, an experienced engineering technician will be responsible for the inspection of the construction of mortar joints, reinforcement placement and structural elements. An experienced engineering technician will also be responsible for the inspection of grout to ensure the grouting area is clean, placement of reinforcement, and grout placement. Grout will be sampled each day and a set of prisms (4 each) will be cast; the prisms will be tested for compressive strength with one at 7-days, two at 28 days, and one held in reserve. Testing and observation of masonry will be performed on a "periodic" basis.

Sprayed Fire-Resistant Material

Our field personnel will observe the fireproofing material spray-applied to the building frame. Thickness, density, and bond strength tests will be performed on the fireproofing material.

ADDITIONAL SERVICES / EXCLUSIONS

The following services are not included in the *Basic Scope of Services* and will be considered as *Additional Services* when required or requested:

- Additional hours or trips for the engineering technician beyond the specific hours/trips detailed on the attached spreadsheets.
- Additional engineering, site visits, report review and preparation time beyond what is outlined in Basic Scope of Services and detailed on the attached spreadsheets.
- Additional testing beyond that outlined in *Basic Scope of Services* on the attached spreadsheets due to changes in testing or inspection requirements by the City.
- The services of specialty sub consultants or other special outside services other than those described in *Basic Scope of Services*.
- Any other services not specifically included in *Basic Scope of Services* and on the attached spreadsheets.

This proposal does not include the following testing.

- Inspection of precast elements for this project which are cast off-site. Precast is typically inspected by an independent local testing agency hired by the precast company in the city where the precast is made.
- Testing contractor-built concrete masonry units
- Inspection and/or testing of MEP equipment
- Roofing
- Envelope Analysis
- Pressure testing or other types of testing on utility lines. Typically performed by the plumber or subcontractor/ general contractor.
- And any other items not specifically listed in Basic Scope of Services.

GENERAL INFORMATION

Requests for testing should be made a minimum of 24 hours in advance of work being performed. It is the contractor's responsibility to contact LandTec to schedule testing services. The contractor should not schedule testing services with the on-site engineering technician.

**Mansfield's Animal Care & Control and Service Center
City of Mansfield's Special Inspections & Material Testing
Exhibit A - Scope of Services & Compensation**

- Email dispatch: Ann Long at along@landteceng.com and Julie McCormack at jmccormack@landteceng.com
- Or you can call dispatch at 817-572-2818 during regular business hours between 8:00 am and 5:00 pm (central time zone).

The request should indicate the specific testing and/or observation services needed including type of testing (earthwork, concrete, rebar, structural steel, etc.), location, name, and mobile phone number of the onsite contact person. Technicians are not randomly sent to project construction sites to determine if the contractor and/or sub-contractors are working and if testing services are needed.

The General Contractor's Superintendent or Quality Control Representative should oversee and verify construction personnel follow the project plans and specifications for each of the construction items. Pre-construction and regular construction meetings are recommended prior to the start of each phase of work to review the contractors' schedule, work planned for a particular week and the anticipated need for testing services.

Tests will be conducted in all areas designated by the contractor's superintendent to be ready for testing at the time LandTec's testing representative is on site. Field test results will be given verbally to the Superintendent. Test reports will be submitted after the results are reviewed by the project geotechnical/materials engineer.

The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, employees, or agents of the contractor. LandTec Engineers does not have the obligation or authority to stop Contractor's work. Neither the presence of our field representative nor the observation and testing by our firm shall excuse the contractor in any way for defects discovered in the work.

LandTec will not be responsible for the job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

The term "Observation, Observe" is defined based on consultant's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

The term "Inspect, Inspection" is defined as visual determination of conformance with specific requirements.

The term "Test(s), Testing" is defined as measurement, examination, and other activities to assess the characteristics of performance of materials.

The term "Certification" is defined as the consultant's expression of a professional opinion based upon the services consultant performed. A certification does not constitute a warranty or guarantee, either express or implied.

COMPENSATION

The actual cost for Construction Materials Engineering and testing services is dependent on several items which are beyond LandTec's control.

- The contractor's rate of work and how the work is sequenced
- Quantity of equipment and experience of personnel on site
- Delays due to shortage of construction workers
- Delays in concrete delivery and/or cubic yards of concrete placed per day
- Weather conditions impacting daily work and the overall schedule

If unforeseen circumstances should arise which indicate that more time is required, LandTec will provide a written estimate of additional required time and cost. LandTec will not proceed with work beyond the estimated amount indicated on the spreadsheets without a written authorization from the client. Charges to the project will be made for actual time spent on the project at the rates indicated on the cost estimate.

Notes for the cost estimate are as follows:

1. Field test rates are charged per test in addition to technician hourly rates.
2. A minimum of four hours' technician time and transportation charge will be billed for each call out, sample or specimen pickup.
3. A minimum of five concrete cylinders (per ACI) will be charged for each concrete placement.
4. Overtime rates are 1.5 times the regular rate for hours worked over 8 hours per day or hours before 7:00 AM and/or after 5:00 PM. Lab and field services performed on Saturday, Sunday and holidays will be charged at 1.5 times the regular rate.
5. Additional tests not included in this proposal will be quoted upon request.

Invoices are detailed as to date and type of sampling, test, observation, etc., and will be submitted monthly. Payment is expected within 30 days or less of the invoice date.

Important Information about Quality Assurance

The Geoprofessional Business Association (GBA) prepared this advisory for the exclusive use of GBA-Member Firms that provide construction materials engineering and testing (CoMET) services. CoMET consultants and other geoprofessional-service firms become members of GBA to enhance their business abilities, so they can provide superior service to their clients and other project-team members.

Understand the Difference between Relying on Something and Having a Right To Rely on Something.

When you rely on something, you use it to help you achieve your intended outcome. For example, you may rely on a GPS “navigation” device for guidance on getting from point A to point B. As it so happens, however, any number of unforeseeable circumstances can make following the device’s guidance problematic, and – for that reason – you rely on GPS devices *at your own risk*. However, were the manufacturer to grant you a *right* to rely on the device’s guidance, the manufacturer could be held liable if the device failed to fulfill its purpose, no matter why, and you were damaged as a result.

Like other professionals, CoMET consultants give their clients the right to rely on their instruments of professional service, meaning that CoMET consultants could be liable to a client if their data, findings, or recommendations failed to fulfill their purpose. CoMET consultants and their clients identify that purpose in their contract, to help prevent misunderstandings and use of CoMET “deliverables” for purposes they were not intended for. Most such contracts also include a scope of service that spells out exactly what a CoMET consultant will do to achieve the client’s purpose. When that purpose is quality assurance (QA) – a real-time assessment of the degree to which a constructor is achieving

the specified conditions the constructor has agreed to achieve – the “proper” scope of CoMET service is whatever the client decides is proper to achieve its own, specific needs and risk-management preferences: how many tests, observations, and inspections the CoMET consultant will perform; the specific tests, equipment, and personnel required; and where and when they will be applied. CoMET consultants can provide guidance about these issues, but owners make the decisions.

All other things being equal, the extent to which a client should rely on a QA report is determined by the scope of QA service. For example, if a client authorizes CoMET personnel to spend no more than 30 minutes observing the construction of a retaining wall that takes ten days to build, the CoMET consultant should advise its client that its report has limited value; that the client should not rely on the report to judge such things as the constructor’s compliance with specifications, code requirements, and standards.

If You Have Not Been Formally Authorized To Rely on a CoMET QA Report, Do Not Rely on It.

If you are an authorized representative of the CoMET consultant’s client, the client/CoMET-consultant contract gives you formal authority to rely on a QA report. If you are not an authorized representative, you can become one by requesting authorization – the right to rely on the report(s) – from the CoMET consultant and the CoMET consultant’s client. In considering whether or not to grant authorization, the CoMET consultant will consider the extent to which the scope designed to achieve the client’s purpose might achieve yours as well. Obviously, the CoMET consultant – being a professional – does not want you to rely on findings, data, or recommendations that are inadequate for your needs. As you probably are aware, however, some third parties

– parties other than the two that entered into the client/CoMET-consultant contract – rely on a report nonetheless, even though it was not prepared for them or to address their needs, and even though they have not been granted a right to rely on the report. ***This is a dangerous practice*** that is closely akin to relying on someone else’s prescription medications because your symptoms seem similar. There’s a lot more than symptoms to consider (like medical history, allergies, age) and the results of not considering them – or not having a qualified professional consider them – could be fatal. And bear in mind that neither the CoMET consultant nor the CoMET consultant’s client can be held liable for the consequences of a third-party’s unauthorized reliance.

Recognizing the Difference between Quality Assurance (QA) and Quality Control (QC) Can Help All Parties Avoid Misunderstandings.

Quality assurance (QA) and quality-control (QC) are fundamentally different services. Owners, design professionals, and other project principals use QA to assess constructors’ performance in general; constructors apply QC to *ensure* they meet *every project requirement* they are contractually obligated to meet. As such, effective QC is not limited to ensuring compliance with specifications using CoMET procedures. It also includes activities like qualifying subcontractors, reviewing subcontractors’ bids and submittals, and providing competent jobsite supervision. Some constructors perform outstanding QC. Some perform little or no QC at all, creating an obvious risk *they must bear on their own*. When that risk materializes, however; when a constructor is required to demolish and then replace something it built improperly, it’s not at all uncommon for the constructor to look for another party to blame, so it can use litigation or the threat of litigation to extract a “contribution” to reduce its loss. The project’s CoMET QA consultant is often the target in such instances, and so must defend a claim that it owed a duty to the constructor because the constructor had a legal right to rely on the CoMET consultant’s QA report, even though the constructor was never granted that right by either the CoMET consultant or the consultant’s client. Or maybe the constructor will allege the QA consultant should be responsible because its field representatives were on site performing QA services and failed to notify the constructor that it had made a mistake, even though the field representatives never had an opportunity to see the mistake. Once the claim is filed, the CoMET consultant notifies its professional liability insurance (PLI) carrier and the carrier, in turn, assigns lawyers to “take

it from here,” a process that often results in new claims and counterclaims, and years of drag-on litigation. Through contract language or otherwise, owners should make it known that, while other parties they select may review CoMET QA reports, ***no other party is authorized to rely on those reports and neither the CoMET consultant nor its client shall bear liability for the consequences of another party’s decision to ignore clear warnings.***

The Scope of QA Services May Differ from Project Specifications.

Clients’ unique needs and preferences can result in variances from requirements set forth in the contract documents. As such, a CoMET consultant may be required to perform sampling, testing, observation, or inspection more or less frequently than required by the contract documents, or not at all, at the client’s discretion.

CoMET Consultants Deal with Noncompliance as Required by Their Contract.

Although a CoMET consultant’s QA contract may require it to notify a constructor’s representative of a noncompliance – i.e., a constructor’s failure to comply with project requirements – the CoMET consultant will perform additional services *only* if the client representative authorizes them. Additional services often include observing correction of the noncompliance and/or performing follow-up sampling, testing, observation, or inspection. CoMET consultants track the fees involved closely, permitting their clients to back-charge appropriate parties.

CoMET Consultants Owe a Duty of Care Only to Authorized Parties.

Because CoMET services are performed under the direction of a licensed engineer, CoMET consultants owe a duty of care to any party that could foreseeably be injured or damaged by their professional acts. Because the only parties that have a legal right to rely on QA reports are those formally authorized to do so, and because this notice (possibly among others) informs other parties of that fact and the dangers created by unauthorized reliance, those that have been formally authorized to rely on a CoMET consultant’s QA report(s) are the only parties that could foreseeably be injured or damaged by a negligent error in a CoMET consultant’s QA report. As such, *nothing* in a CoMET consultant’s QA reports relieves a constructor from achieving the project requirements it contractually agreed to achieve.

Do Not Misapply a Review-Only, Courtesy Copy.

If the CoMET consultant's client has directed the CoMET consultant to provide to certain other parties review-only, courtesy copies of a QA report, each such report is subject to all conditions stated in this advisory notice. Unless you or your employer has been formally authorized to rely on this QA report, realize that *relying on a QA report prepared for someone else creates severe risks that must be borne solely by the party that chooses to ignore this warning.*

Overall Conditions Are Inferred. Inferences Are Not Guarantees.

Findings derived from sampling, testing, observation, and inspection indicate conditions only at the exact locations where the sampling, testing, observation, or inspection was performed, and only at the time it was performed. ***Do not infer that findings associated with a given location and time can be relied on to indicate conditions at other locations or times;*** i.e., a test result indicating that a sample complies or fails to comply with specifications *does not mean* that the entire work subject to that requirement complies or fails to comply with specifications. Even when a CoMET consultant provides its services on a full-time basis, it cannot assess all project conditions. Sampling is far from failsafe. CoMET consultants cannot guarantee the existence of conditions they can only infer to exist.

Do Not Assume That Conditions Found Will Stay the Same.

Conditions existing at a given location and time may change, sometimes overnight, because of natural or manmade events. If the project's progress is interrupted by a project suspension or similar circumstance, and/or if the project site is affected by an earthquake, landslide, mudslide, flood or other natural event, and/or if unanticipated construction activity occurs, ***confer with the CoMET consultant to learn if its QA report is still reliable.***

Standards Complied with Are Those That Are Referenced.

CoMET consultants perform some of their sampling, testing, observation, and inspection in strict or general compliance with certain generally accepted standards. The CoMET consultant usually identifies these standards in its contract and/or reports. ***Do not assume the CoMET consultant has conformed to standards that are not identified, or that strict compliance and general compliance are the same.*** If these issues are a concern to you, obtain clarifications from your CoMET consultant.

The Sampling and Testing Locations Shown Have Been Approximated.

Sampling and testing locations, dimensions, depths, and elevations indicated in a CoMET consultant's QA report or shown on sketches are approximations based on information furnished by others or estimates made in the field by the CoMET consultant's field representatives.

A CoMET Consultant's Field Representatives Have a Strictly Limited Role on Site.

The project-site services of a CoMET consultant's field representatives are limited *solely* to obtaining samples, and/or conducting tests, and/or observing or inspecting conditions. Do not for any reason assume that a CoMET consultant's field representatives are somehow responsible for construction management, direction of construction, site safety, supervision of others' personnel, provision of professional guidance or recommendations, or any other activity or service beyond obtaining samples, and/or conducting tests, and/or observing or inspecting conditions. If you have any questions or concerns about this issue, confer with your CoMET consultant.

CoMET Consultants Are Not Authorized To Accept or Reject Constructors' Work or To Modify Requirements.

CoMET consultants engaged to perform QA services have no responsibility or right to accept or reject a constructor's work or to stop construction activities. As such, no action or statement of a CoMET consultant's field representatives can alter any requirement of the project plans, project specifications, or codes applicable to the project, or any contractual agreement between two parties.

Special Inspections Are Not QA Services

The International Building Code, a model building code used throughout North America, defines “Special Inspection” as “the required examination of the materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards.” Because the applicable building code may incorporate some or all IBC requirements, Special Inspection requirements included in the construction documents are subject to procedures and processes established by the jurisdiction involved. And because Special Inspections are

often required to obtain a building permit and certificate of occupancy for a project, conforming to local requirements and documenting that conformance are essential. In most jurisdictions, the building official must authorize a CoMET consultant to serve as a Special Inspection agency, and only the owner or the owner’s representative – as opposed to a constructor – may retain that agency.

Contact Your GBA-Member CoMET Consultant for Assistance.

Confer with your GBA-member CoMET consultant if you have any questions about issues discussed in this document.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

Copyright 2015 by the Geoprofessional Business Association (GBA). Duplication, reproduction, copying, or storage of this document, in whole or in part, by any means whatsoever, is strictly prohibited, except with GBA’s specific written permission. Excerpting, quoting, or otherwise extracting wording from this document is permitted only with the express written permission of GBA, and only for purposes of scholarly research or book review. Only GBA-Member Firms may use this document as a complement to or as an element of a construction materials engineering and testing report. Any other firm, individual, or entity that so uses this document without being a GBA-Member Firm could be committing negligent or intentional (fraudulent) misrepresentation.

Item #	Description	Total Cost
LandTec Engineers		
Scott Graves - sgraves@landteceng.com - 817-572-2818		
	Materials Testing Proposal + Reimbursables	
1	Subtotal - Materials Testing Proposal Tab - Animal Care Service Center	27,175.00
2	Subtotal - Hourly Services Tab	163,925.00
3	Subtotal - Reimbursables Tab	28,325.00
4	Additional Material Testing for Quality Management	57,700.00
	Total Material Testing Proposal	277,125
	Other Contract Multipliers	
5	Standard Overtime Multiplier for Proposed Hourly Rates	1.50
6	Sunday and Holiday Overtime Multiplier for Proposed Hourly Rates	1.50
7	Proposed Markup on Subcontractor Invoices	0.00
8	Proposed Markup on Subcontractor Reimbursables	0.00

Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
Soil & Aggregate						
1	Compaction, Standard Proctor (ASTM D-698) (each)	6	EA	215.00	1,290.00	
2	Compaction, Modified Proctor (ASTM B-1557) (each combination)		EA		-	
3	Compaction, Proctor Check Point (each)		EA		-	
4	Moisture Content/Visual Classification (On Site)		EA		-	
5	Swell/Consolidation (On Site)	60	EA	75.00	4,500.00	
6	Field Resistivity (On Site)		EA		-	
7	Dry Density (On Site)		EA		-	
8	Falling Head Permeability Test		EA		-	
9	Contact Head Permeability Test		EA		-	
10	Preliminary Geotechnical Report				Excluded	Completed
11	Final Geotechnical Report				Excluded	Completed
12	Inplace (Nuclear) Density Test		EA		-	
13	Natural Density & Moisture Content Determination (each)		EA		-	
14	Relative Density (ASTM B-2049) (each)		EA		-	
15	Atterberg Limit Determination (ASTM D--423 & 424) (each) D 4318	6	EA	90.00	540.00	
16	Direct Shear (Quick Test)		EA		-	
17	Unconfined Compressive Strength Test (ASTM B-2166) (each)		EA		-	
18	California Bearing Ratio (ASTM D-1883)(1 Point)		EA		-	
19	California Bearing Ratio (ASTM D-1883)(3 Point)		EA		-	
20	Water Soluble Sulfate Content Determination (Laboratory Test & Engineering Only)		EA		-	
21	PH Level Determination, Incl. Lab. Test & Eng. (each)		EA		-	
22	Organic Content Determination, incl. Lab. Test & eng. (each)		EA		-	
23	Grain Size (gradation) Analysis (ASTM D-422) (each) (6 1/4 to #200)		EA		-	
24	Standard Sieve Analysis to Sieve Size #200 (each)		EA		-	
25	Less than 1.5" to Sieve Size #200 (each)		EA		-	
26	Percent less than Sieve Size #200 (each)	6	EA	70.00	420.00	
27	Specific Gravity Determination (ASTM D-854) (each) (soil/cement)		EA		-	
28	Sand Equivalent Determination (ASTM B-2049) (each)		EA		-	
29	"R" Value Determination (ASTM 2844) (each)		EA		-	
30	Hydrometer Analysis (with Gradation)		EA		-	

Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
Concrete						
31	Cast Concrete Compression (Cylinder) Test	600	EA	25.00	15,000.00	
32	Concrete, Slump Test	600	EA	-	-	
33	Concrete, Air Content	600	EA	-	-	
34	Concrete, Flexural (Beam) Test (each)		EA		-	
35	Concrete, On-site Swiss Hammer Test (each), exclude operator.		EA		-	
36	Concrete, Cement Content Determination (ASTM D-2901) (each)		EA		-	
37	Concrete Sample Site Coring to Include: 2 Samples Max 8" Thick (Incl. Travel, Equip, etc.)		EA		-	
38	Additional Cost for Each Cored Sample, Max 8" thick (each)		EA		-	
39	Concrete Cored Sample Testing to Include: Compressive Testing, Sample Lab Prep, Test & Eng. (each)		EA		-	
39.A	Core Strength (2" to 6" dia, Coring and Trimming Extra)			w/Above	w/Above	
39.B	Core Density			w/Above	w/Above	
40	Floor Flatness/Floor Levelness Testing		EA		-	
41	Concrete, Mix Design Review				By Others	
Masonry						
42	Grout Cylinder Casting and Testing (min. 3 cyl/set) (set)	80	EA	45.00	3,600.00	
43	Masonry Mortar Cube Sampling and testing (min. 3 cubes/set) (set)		EA		-	
44	Masonry Grouted Prism Compression Testing, (incl lab. Prep, testing & eng.)		EA		-	
45	Masonry UngROUTED Prism Compression Testing, same as above (prism)		EA		-	
46	Masonry UngROUTED Hollow Block Compr., Test., same as above (3ea./set)		EA		-	
Steel						
47	Steel, Structural Weld Visual Inspection & Reporting		EA		-	
48	Steel, Structural Weld Moment Connections, to Include:		EA		-	
47.A	Steel, Structural Weld Magnetic Particle Testing (per ASTM E709)		EA		-	
47.B	Steel, Structural Weld Test Reporting (per AWS D1.1/M)		EA		-	
49	Steel, Reinforcing Bar Visual Inspection & Reporting		EA		-	
50	Steel, High Strength Bolt Tension Test		EA		-	
51	Steel, Architectural Steel (AESS) Visual Inspection/Reporting (One Location)		EA		-	
Asphalt						
52	Asphalt, Marshall Test (incl. 3 specimens) (each)		EA		-	
53	Asphalt Content (each)		EA		-	

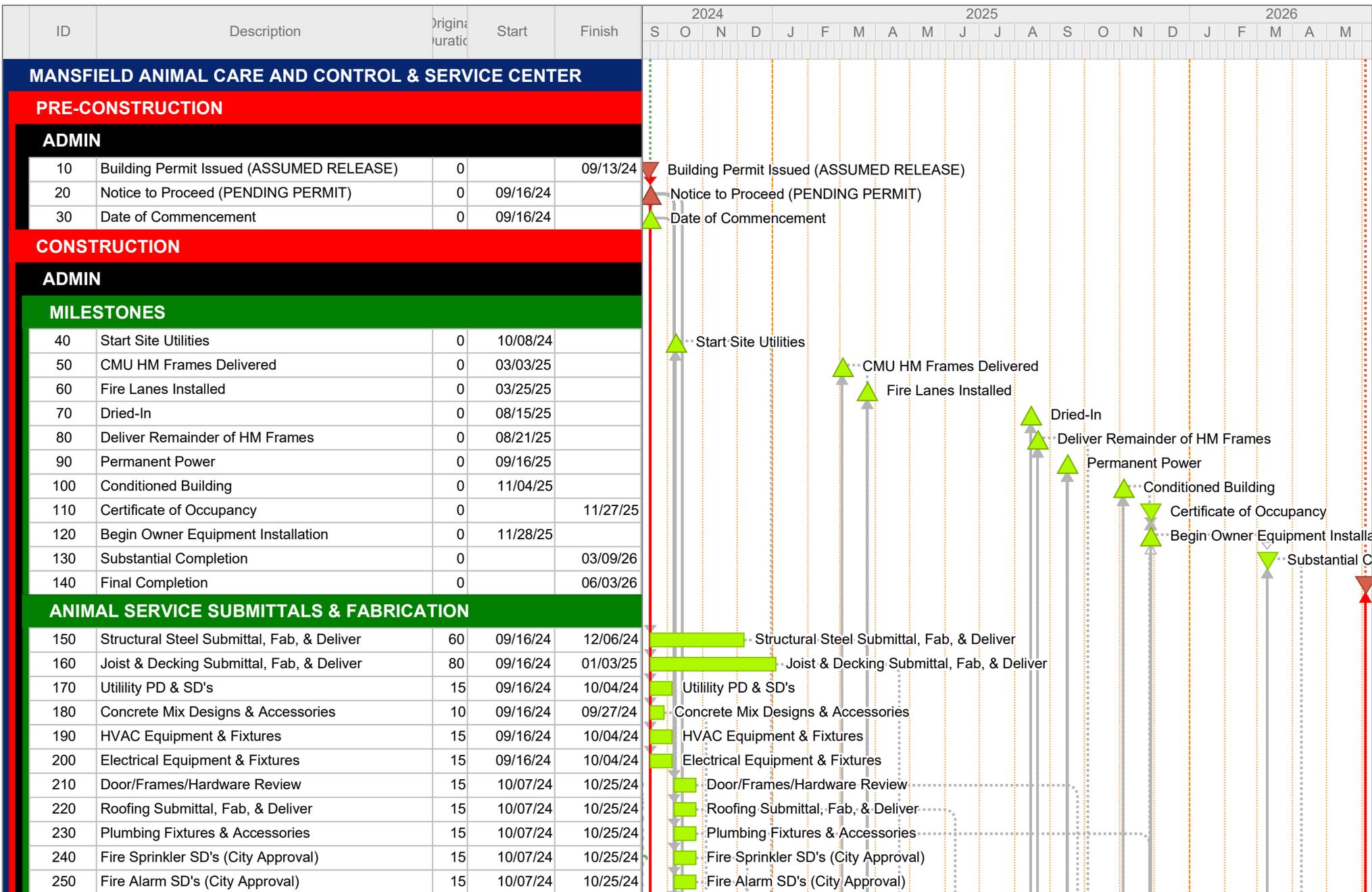
Item #	Description	Quantity	Unit	Unit Price	Total Cost	Comments
54	Asphalt Content Gauge Calibration		EA		-	
55	Asphalt Cold Feed Gradation		EA		-	
56	Fractured Faces		EA		-	
57	Maximum Specific Gravity (Rice)		EA		-	
58	Asphalt Inplace Density		EA		-	
59	Asphalt Density Gauge Core Correction		EA		-	
60	Asphalt Stability, VTM, VMA		EA		-	
61	Lottman		EA		-	
62	Asphalt Marshall Mix Design Review		EA		-	
63	Asphalt, Plant Mix Base Content		EA		-	
64	Asphalt Gradation - Plant Mix Cold Feed		EA		-	
65	Asphalt Plant Mix Base Density		EA		-	
66	Asphalt, Moisture Susceptibility Test		EA		-	
67	Bitumen Content - Ignition Oven		EA		-	
68	Bitumen Content & Gradation		EA		-	
69	Core Density (Already Trimmed)		EA		-	
70	Volumetric Testing (3 Points w/Rice)		EA		-	
Other Services to be Provided to Meet All Project Requirements (Not Shown Above)						
71	Soil Stabilization Field Gradation	15	EA	25.00	375.00	
72	Soil Stabilization Depth Check	30	EA	25.00	750.00	
73	Structural Steel Inpsection Material Fee	5	EA	60.00	300.00	
74	Fireproofing Density & Adhesive Bond Test	5	EA	80.00	400.00	
Subtotal Proposed Material Testing Costs					27,175	

Item #	Description	Quantity	Unit	Unit Price	Total Cost
1	Principal, President, CEO		HR		-
2	Principal Engineer, Registered Professional Engineer		HR		-
3	Senior Project Engineer, Registered Professional Engineer	85	HR	175.00	14,875.00
4	Senior Project Geologist		HR		-
5	Project Engineer, Registered Professional Engineer		HR		
6	Project Geologist		HR		-
7	Staff Engineer	90	HR	125.00	11,250.00
8	Site Project Manager, Engineer or Geologist		HR		-
9	Site Project Engineer, Engineer or Geologist		HR		-
10	Site Staff Engineer, Engineer or Geologist		HR		-
11	Site Geologist, Geologist or (CET) Certified Engineering Technician		HR		-
12	Engineering Technician, Soil & Concrete Testing and Site Observation	870	HR	70.00	60,900.00
13	Engineering Technician, Soil & Concrete Testing and Site Observation (OT)	160	HR	105.00	16,800.00
14	Senior Engineering Technician GET	345	HR	75.00	25,875.00
15	Senior Engineering Technician GET (OT)	120	HR	112.50	13,500.00
16	Engineering Technician, Laboratory Testing and Reporting		HR		-
17	Project Controls & Technical Support	155	HR	60.00	9,300.00
18	Administrative Support	155	HR	60.00	9,300.00
19	Certifited Welding Inspector	25	HR	85.00	2,125.00
20	Certifited Welding Inspector (OT)		HR		-
	Subtotal for Staff Time at Above Hourly Rates				163,925.00

Note: Office and Site Engineering are to be included in Exhibit C - Material Testing and Lab Fees

City of Mansfield's
Special Inspections & Materials Testing
Mat Testing - Reimbursables

Item #	Description	Quantity	Unit	Unit Price	Total Cost
1	Mileage - Auto	295	EA	60.00	17,700.00
2	Mileage - Truck w/Testing Equipment		MILES		-
3	Mileage - Standard Drilling Rig		MILES		-
4	Lodging and Per Diem Costs for Above, if Applicable		DAY		-
5	Laboratory Equipment/Expense		LS		-
6	Add Any Other Proposed Items Here & Below (Show Qty = 1 and Unit Cost)				-
7	Moisture Density Gauge	85	EA	125.00	10,625.00
8					-
9					-
10					-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
21					-
22					-
	Subtotal Proposed Reimbursable Expenses				28,325.00



Data Date: 08/05/24

**Mansfield's Animal Care & Control and Service Center
City of Mansfield's Special Inspections & Material Testing
Exhibit B - Project Schedule**



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

