

July 31, 2023

Galveston Independent School District
C/O Mr. Zachary Johnson, Senior Envelope Specialist
Zero/Six Consulting, LLC
1027 Tremont, Galveston, Texas 77550

Cell: 281.433.7314
Email: zjohnson@z6consulting.com

Re: Proposal for Construction Materials Testing Services
Ball High School and Natatorium – Parking Areas and Miscellaneous Concrete, Phase 1A
Galveston, Texas

Mr. Johnson:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services on the referenced project. We appreciate this opportunity and will formalize a proposal for the entire project shortly. This proposal will cover the testing for the Northeast parking lot, a portion of the utilities and some miscellaneous concrete as needed.

Our Understanding of Project

We understand that this portion of the project will focus on the Northeast parking area and is expected to be completed by the end of September.

Available Information

This proposal was prepared using the following information provided by the client.

- 75% plans provided by Zero/Six Consulting, LLC
- 75% Specifications provided by Zero/Six Consulting, LLC
- Schedule created by Gilbane with a Data Date of July 24, 2023

Overview of Procedures and Staff Qualifications

Communication

Our technicians will communicate the results of their tests to the Project Manager at the end of each day. It is important for our technicians/PM to develop a working relationship with the project team. We will be

AA/EOE

in contact with the team periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Laboratory Testing Personnel

We will commit that each laboratory technician assigned to this project will be properly trained to conduct the required testing, so that the test results can be determined in the laboratory, on-site and evaluated once the required laboratory testing is completed.

Scope of Services

The qualified technicians will perform the specified field and laboratory testing services on a full-time or part-time basis as scheduled by the client/contractor.

Field Related Services

- *Perform proof rolling for rutting or pumping prior to stabilization or placing fill*
- *Perform soil sampling of native, select fill, and lime/cement treated materials.*
- *Perform nuclear density testing at frequencies noted in the project specifications to verify compaction has been achieved for native, select fill, and lime treated materials.*
- *Perform full time observation during concrete placement.*
- *Record and document temperature, slump, cast test cylinders for compressive strength analysis at intervals noted in the project specifications.*

Laboratory Related Services

- *Perform maximum soil density relations per ASTM D698 standard proctor.*
- *Perform Atterberg limits per ASTM D4318.*
- *Perform sieve analyses per Tex-200-F, ASTM D1140, D6913, C117 and/or C136.*
- *Perform laboratory compressive strength testing of concrete cylinders per ASTM C39.*

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- No special site-specific training or specialized gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will continue to provide us with current and approved plans and specifications for the project. Modification to the project documents must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Additional Services

It is difficult to project all of the services and the quantity of services that may be required for any project. In the event services are required that are not noted herein, we will provide them at the rates shown in the below table or, if not shown, at our current Schedule of Charges.

Cost

We will furnish the services described in this proposal for an estimated fee shown in the proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project.

Our work may extend over multiple invoicing periods. As such, for work that is performed during each invoicing period, we will submit partial progress invoices.

An overtime rate of 1.5 times the regular hourly rate will be charged for hours worked greater than 8 hours per day and on Saturday. An overtime rate of 2.0 times the regular hourly rate will be charged for hours worked on Sunday and Holidays. All hourly field services are charged portal-to-portal at a **three-hour minimum** from our local office with available resources. Additional tests or services performed not listed in this fee schedule will be quoted upon request. Project Administration and Project Management time may be billed and will increase relative to report data complexity as well as involvement in meetings and correspondence.

Description of Service	Unit	Quantity	Rate	Cost
Soil Observation & Testing				
Senior Engineering Technician (3 hr. min)	Hour	220	\$58.00	\$12,760.00
Nuclear Moisture/Density Gauge	Day	45	\$65.00	\$2,925.00
Standard Proctor (ASTM D558 and D698)	Each	4	\$190.00	\$760.00
Sieve Analysis, Fine/Coarse Aggregates (ASTM D6913 and C117)	Each	4	\$80.00	\$320.00
Atterberg Limits (ASTM D4318)	Each	4	\$85.00	\$340.00
Material Finer than No. 200 Sieve (ASTM D1140)	Each	4	\$75.00	\$300.00
Compressive Strength Testing Soil/Cement	Each	18	\$124.00	\$2,232.00
Sample Pick Up	Each	4	\$150.00	\$600.00
CMT Trip Charge	Each	45	\$75.00	\$3,375.00
Subtotal				\$23,612.00
Concrete Observation & Testing				
Senior Engineering Technician (3 hr. min)	Hour	240	\$58.00	\$13,920.00
Compressive Strength Testing (ASTM C39) - Sets of five 4"	Each	200	\$22.00	\$4,400.00
Sample Pick Up	Each	12	\$150.00	\$1,800.00
CMT Trip Charge	Each	30	\$75.00	\$2,250.00
Subtotal				\$22,370.00
Project Management				
Project Assistant	Hour	20	\$90.00	\$1,800.00
Project Manager	Hour	40	\$120.00	\$4,800.00
Subtotal				\$6,600.00
Total Cost Estimate				\$52,582.00

General Remarks

We appreciate the opportunity to present this proposal to you. The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule. To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Kevin D. Williams at 346-412-0043 or email at kwilliams@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Jade K. Corliss
CMT Project Manager



Kevin D. Williams
Business Unit Leader – Gulf Coast

Attachments:
General Conditions

General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.