



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** February 22, 2021

**AGENDA ITEM:** Consider Approval of Hiring Third-Party Certified Material Testing Consultant for Construction Materials Testing for McAnally Middle School and Aledo Middle School Additions/Renovations Projects

**PRESENTER:** Earl Husfeld, Chief Financial Officer and Tyler Boswell, Director of Construction & Facilities

### **BACKGROUND INFORMATION:**

- Texas Government Code, Chapter 2269.058, states a school district (a) independently of the contractor, construction manager at-risk, or design-build firm, shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for the acceptance of the facility by the governmental agency and (b) the school district shall select the services for which it contracts under this section in accordance with Section 2254.004.
- Texas Government Code, Chapter 2254.004, states a school district must select and award a contract for professional services on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price.
- The Certified Materials Testing (CMT) firm, or lab, will ensure the materials and processes are in compliance with the plans and specifications of the projects.
- Huckabee & Associates (Huckabee) provided three (3) qualified firms for consideration by the District. District staff reviewed all firms' pricing, references, and availability to meet the District's timelines.
- Administration and Huckabee have reviewed the scope and fees for these projects to ensure the proposals support the plans and specification needs of each project.
- After checking references, etc., the Administration is recommending Alpha Testing, Inc. be hired as the District's third-party CMT consultant for construction materials testing for the amount of \$316,453.50 for the McAnally Middle School project and for the amount of \$138,875.50 for the Aledo Middle School Additions/Renovations project.

### **FISCAL INFORMATION:**

The cost of \$316,453.50 and \$138,875.50 for these services will be paid from 2019 bond funds allocated for each project.

### **ATTACHMENTS:**

Proposal from Alpha Testing, Inc. for each project

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends the Board of Trustees approve the hiring of Alpha Testing, Inc. as the District's third-party Certified Material Testing consultant for the McAnally Middle School and Aledo Middle School Additions/Renovations Projects as presented.

**CMT COST ESTIMATE**  
**Revised - Aledo Middle School No. 2**

Cost Estimate No: 81072



*Environmental*

*Geotechnical*

*Construction Materials*



Geotechnical  
Construction Materials  
Environmental  
TBPE Firm No. 813

5058 Brush Creek Road  
Fort Worth, Texas 76119

Tel: 817.496.5600  
Fax: 817.496.5608  
www.alphatesting.com



February 8, 2021

**ALEDO INDEPENDENT SCHOOL DISTRICT**

1008 Bailey Ranch Road  
Aledo, Tx 76008

Attention: Tyler Boswell - Facilities  
tboswell@aledoisd.org

Construction Materials Testing  
Services and Fees

**REVISED- ALEDO MIDDLE SCHOOL NO. 2- PRELIMINARY**

Aledo, Texas

Cost Estimate No: 81072-2020-45

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Ben Njaria at 817.496.5600, ext. 3318, we are available to discuss any questions at your convenience.

Respectfully submitted,  
ALPHA TESTING, INC.

Ben Njaria  
Senior CMT Estimator

Tim Begole, Jr.  
CMT Department Manager

BN/jr  
Attachments: Acceptance Sheet  
General Terms and Conditions



## FIRM PROFILE

### HISTORY

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

### BUSINESS LOCATIONS

#### 1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: [bpowell@alphatesting.com](mailto:bpowell@alphatesting.com)

Ken Combs, Vice President: [kcombs@alphatesting.com](mailto:kcombs@alphatesting.com)



#### 2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: [tbegole@alphatesting.com](mailto:tbegole@alphatesting.com)

Brian Hoyt, PE, Geotechnical Manager: [bhoyt@alphatesting.com](mailto:bhoyt@alphatesting.com)

#### 3. San Antonio Office

4740 Perrin Creek, Suite 480 San Antonio, TX 78217

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: [aheiman@alphatesting.com](mailto:aheiman@alphatesting.com)

#### 4. Houston Office

6513 W. Little York Road, Houston, TX 77040

(V) 713-360-0472 (F) 713-360-0481

Joseph Culley, Regional Manager: [jculley@alphatesting.com](mailto:jculley@alphatesting.com)

### Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.



## **PROJECT INFORMATION**

It is our understanding that a new two story, metal framed school building with an approximate footprint of 135,998 square feet is to be constructed at 14700 Old Weatherford Road in Aledo, Texas. Concrete paving is also planned for the proposed structure. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. It is anticipated that slab on grade foundation with straight shaft concrete pier will be utilized to support the given structure. In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: preliminary civil plans dated: 11/18/2020; preliminary structural plans dated: 11/20/2020; preliminary architectural plans dated: 11/20/2020; Along with the applicable city standards for the City of Aledo and the geotechnical report by Alpha Testing Inc.

**Note 1: This cost estimate includes testing and reporting for the storm shelter.**

**Note 2: ALPHA will perform all services specified to be performed by the IQCA (or similar terms) in the construction documents (plans and specifications) for Huckabee Project No. 1865-02-01, section 01 45 33, dated November 20, 2020 and checklist in the specification section 01 45 19.**

### **SITE PREPARATION, FILLING, BACK FILLING**

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on site for about 1312 hours to perform approximately 5807 field density tests. In addition, the technician could obtain approximately 7 soil samples for laboratory proctor analysis.

### **UTILITIES**

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 7,746 linear feet of storm drains would be excavated and installed. In addition, about 4,745 linear feet of water lines, and an estimated 2,800 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required to observe and test on site full-time for approximately 283 hours to perform approximately 1577 field density tests. It is estimated that approximately 500 linear feet of utilities lines will be placed per day. In addition the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

### **MECHANICAL LIME STABILIZATION**

Based on the information provided, that approximately 330,288 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 27 hours to perform approximately 67 density tests and field gradations. In addition, the technician could obtain approximately 6 soil samples for laboratory proctor analysis.

### **PIER INSTALLATION MONITORING**

It is our understanding that approximately 475 piers will be drilled. We estimate that the contractor could complete approximately 10 piers per working day. It is estimated that an engineering technician could be required on site for about 48 working days during the pier drilling operations.

### **CONCRETE TESTING**

Based on information provided, it is our understanding, approximately 13,490 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on site for an estimated 597 hours to mold approximately 723 test cylinders.

### **HOT MIX ASPHALT CONCRETE TESTING**

It is our understanding that testing of the hot mix asphalt concrete materials and installation observation is required. Approximately 44,460 square feet of area would be utilized for asphalt concrete pavement. We have estimated that our engineering technician could be required on-site for about 9 hours.

### **STRUCTURAL STEEL**

It has been estimated that an engineering technician could be required for approximately 163 hours to visually observe the structural steel placed. Should non-destructive testing on full penetration welds be required, additional 40 hours would be charged.



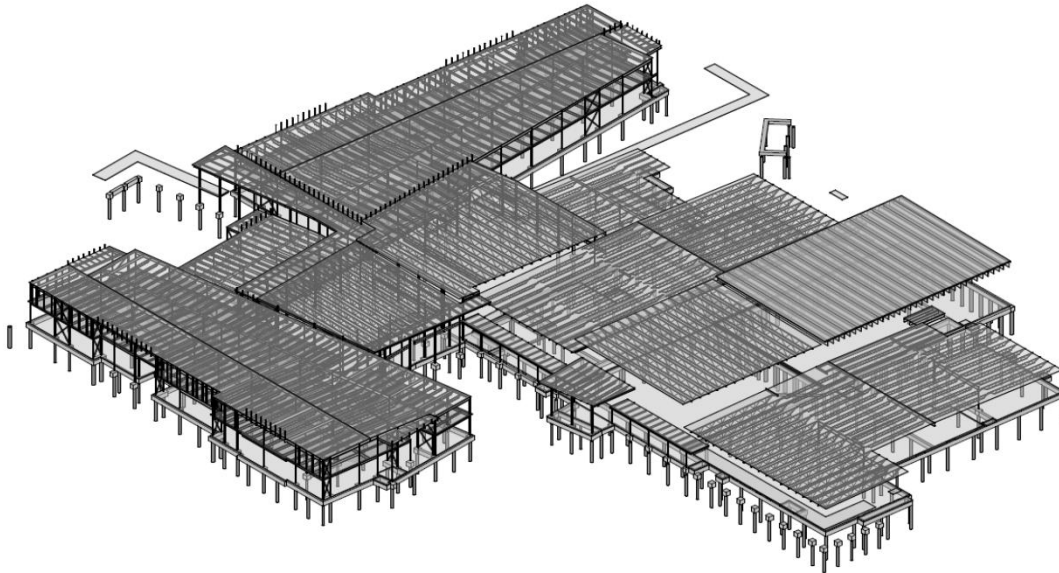
## **PROJECT INFORMATION (Continued)**

### **MORTAR , GROUT & MASONRY UNITS**

It is our understanding that mortar and grout placed on the project would be tested. We have estimated that our engineering technician could be required on site for approximately 71 hours to cast an estimated 64 grout prism specimens for compressive strength testing in the laboratory.

### **SPRAYED-ON FIREPROOFING**

Based on our understanding of the project, our engineering technician could be required on site for approximately 110 hours to perform thickness (and Adhesion) tests and to obtain approximately 300 density samples which will be returned to our laboratory for testing.





## SCOPE OF SERVICES

### SITE PREPARATION, FILLING, BACK FILLING

Building Structures: 1 FDT every 2500 square feet and 6 inch lift

Paving: 1 FDT each 5000 square feet and 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proof-rolled, compacted and tested.

### UTILITIES

Trench Back-fill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

**Note: Pot Hole testing will not be an acceptable method of testing.**

### MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg-limit Test: 1 sample to be obtained for each site visit

### PIER INSTALLATION MONITORING

48 days of drilling with 1 technician with 1 drilling Rigs

1 set of 4 concrete test cylinders (6 x 12) to be obtained per day

While on site, the technician would verify the depth to the bearing stratum, total pier depth\*, reinforcing steel placed, as well as mold approximately test cylinders of concrete placed in piers.

Should temporary casing be required due to water seepage, drilling operations would be slower and therefore additional testing costs would be applicable.

### CONCRETE TESTING

Slab: 1 set of 4 test cylinders (6 x 12) every 150 cubic yards.

Walls: 1 set of 4 test cylinders (6 x 12) every 50 cubic yards.

Paving: 1 set of 5 test cylinders (4 x 8) every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders (6 x 12) every 150 cubic yards.

Utility Structures: 1 set of 4 test cylinders (6 x 12) every 50 cubic yards.

Hardscapes or Sidewalks: 1 set of 4 test cylinders (6 x 12) every 50 cubic yards.

**Note: This cost estimate assumes sanitary sewer structures are pre-cast and will not require any testing and storm drain structures are cast- in place and will require testing. Should some of these items not require testing, this cost estimate could be revised upon request.**

### STRUCTURAL STEEL

1 trip every 5,000 square feet

Moment Connections or Full penetration welds: 15 minutes (each)



## SCOPE OF SERVICES (Continued)

### MORTAR , GROUT & MASONRY UNITS

Grout: 1 set of 3 test prisms every 5,000 (wall) square feet.

Masonry Units: 1 set of 2 units every 5,000 (wall) square feet..

### SPRAYED-ON FIREPROOFING

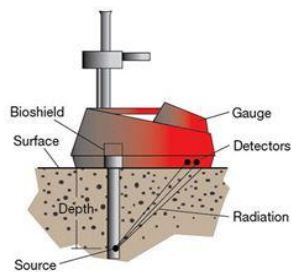
Field Adhesion / Cohesion: 1 test for every 2,500 square feet.

Density Tests: 1 test for every 2,500 square feet.

Thickness Tests: 1 test for every 2,500 square feet.

### Moisture Density Gauge

#### Direct Transmission







## ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

### **I. Site Preparation, Filling, Back Filling (IBC 1705.6 Continuous)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Proof Rolling Observation/Hour	60.00	\$45.00	\$2,700.00
Plastic Sheeting Verification/Hour	40.00	\$45.00	\$1,800.00
Density Testing /Hour	1,072.00	\$45.00	\$48,240.00
Density Testing (ot) /Hour	120.00	\$67.50	\$8,100.00
Nuclear Density Gauge/Each	149.00	\$120.00	\$17,880.00
Proctor #/Each	7.00	\$185.00	\$1,295.00
Atterberg Limit Test/Each	7.00	\$70.00	\$490.00
-200 Sieve/Each	7.00	\$70.00	\$490.00
Free Swell Test/Each	250.00	\$100.00	\$25,000.00
Material Pickup/Hour	8.00	\$45.00	\$360.00
Vehicle Trip Charge/Trip	150.00	\$35.00	\$5,250.00
Engineering Report Review/Hour	25.00	\$85.00	\$2,125.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$114,030.00</b>

### **II. Utilities**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Density Testing /Hour	232.00	\$45.00	\$10,440.00
Density Testing (ot) /Hour	24.00	\$67.50	\$1,620.00
Nuclear Density Gauge/Each	29.00	\$120.00	\$3,480.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	3.00	\$70.00	\$210.00
-200 Sieve/Each	3.00	\$70.00	\$210.00
Material Pickup/Hour	4.00	\$45.00	\$180.00
Vehicle Trip Charge/Trip	30.00	\$35.00	\$1,050.00
Engineering Report Review/Hour	2.00	\$85.00	\$170.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$18,215.00</b>



### III. Utilities (Public Utilities)

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	24.00	\$45.00	\$1,080.00
Density Testing (ot) /Hour	3.00	\$67.50	\$202.50
Nuclear Density Gauge/Each	3.00	\$120.00	\$360.00
Vehicle Trip Charge/Trip	4.00	\$35.00	\$140.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
<b>Subtotal (Public Utilities)</b>			<b>\$1,867.50</b>

### IV. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	24.00	\$45.00	\$1,080.00
Density Testing (ot) /Hour	3.00	\$67.50	\$202.50
Nuclear Density Gauge/Each	12.00	\$120.00	\$1,440.00
Proctor #/Each	6.00	\$185.00	\$1,110.00
Atterberg Limit Test/Each	12.00	\$70.00	\$840.00
-200 Sieve/Each	6.00	\$70.00	\$420.00
Lime Depth Checks/Hour	12.00	\$45.00	\$540.00
Field Gradations/Hour	12.00	\$45.00	\$540.00
Lime Series/Each	1.00	\$350.00	\$350.00
Lime Recommendation Letter/Ls	1.00	\$300.00	\$300.00
Material Pickup/Hour	4.00	\$45.00	\$180.00
Vehicle Trip Charge/Trip	13.00	\$35.00	\$455.00
Engineering Report Review/Hour	3.00	\$85.00	\$255.00
<b>Subtotal</b>			<b>\$7,712.50</b>

### V. Pier Installation Monitoring (Includes Concrete) (IBC 1705.8 Continuous)

Description	Est. Qty	Unit Rate	Est. Total
Pier Monitoring/Hour	480.00	\$48.00	\$23,040.00
Pier Monitoring (ot)/Hour	48.00	\$72.00	\$3,456.00
Concrete Comp. Test/Each	192.00	\$18.50	\$3,552.00
Cylinder Pickup/Hour	29.00	\$45.00	\$1,305.00
Vehicle Trip Charge/Trip	48.00	\$35.00	\$1,680.00
Engineering Report Review/Hour	8.00	\$85.00	\$680.00
Pier Start/Ls	1.00	\$500.00	\$500.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$34,513.00</b>



**VI. Concrete Testing (IBC 1705.3 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Prepour Monitoring/Hour	55.00	\$45.00	\$2,475.00
Concrete-Testing/Hour	542.00	\$45.00	\$24,390.00
Concrete-Testing (ot)/Hour	55.00	\$67.50	\$3,712.50
Concrete Comp. Test/Each	723.00	\$18.50	\$13,375.50
Cubes/Each	60.00	\$18.50	\$1,110.00
Cylinder Pickup/Hour	109.00	\$45.00	\$4,905.00
Vehicle Trip Charge/Trip	90.00	\$35.00	\$3,150.00
Engineering Report Review/Hour	15.00	\$85.00	\$1,275.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$54,693.00</b>

**VII. Hot Mix Asphalt Concrete Testing**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
HMAC Monitoring/Hour	8.00	\$45.00	\$360.00
HMAC Monitoring (ot)/Hour	1.00	\$67.50	\$67.50
Nuclear Density Gauge/Each	2.00	\$120.00	\$240.00
Marsh Stability Flow Den/Each	6.00	\$125.00	\$750.00
Extraction & Gradation/Each	2.00	\$225.00	\$450.00
Specific Gravity of Aggregates/Each	2.00	\$130.00	\$260.00
Vehicle Trip Charge/Trip	2.00	\$35.00	\$70.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$2,582.50</b>

**VIII. Post-Tensioning Steel Monitoring**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Post Tensioning/Hour	16.00	\$45.00	\$720.00
Post Tensioning (ot)/Hour	2.00	\$67.50	\$135.00
P.T. Review/Hour	2.00	\$85.00	\$170.00
P.M. Engineering Review of P.T. Summary Letter/Ea	TBD	\$150.00	TBD
Vehicle Trip Charge/Trip	2.00	\$35.00	\$70.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
<b>Subtotal</b>			<b>\$1,180.00</b>

**IX. Structural Steel (IBC 1705.2 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Structural Steel Monitoring/Hour	148.00	\$85.00	\$12,580.00
Ultrasonic Testing/Hour	40.00	\$125.00	\$5,000.00
Equipment Charge/Day	9.00	\$125.00	\$1,125.00
Vehicle Trip Charge/Trip	37.00	\$35.00	\$1,295.00
Engineering Report Review/Hour	3.00	\$85.00	\$255.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$20,555.00</b>

**X. Cold Formed Framing Observation & Reporting (IBC 1705.2 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Structural Steel Monitoring/Hour	148.00	\$85.00	\$12,580.00
Vehicle Trip Charge/Trip	37.00	\$35.00	\$1,295.00
Engineering Report Review/Hour	3.00	\$85.00	\$255.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$14,430.00</b>

**XI. Structural Steel (Storm Shelter Peer Review)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Storm Shelter Compliance Report/Ls	1.00	\$1,000.00	\$1,000.00
<b>Subtotal</b>			<b>\$1,000.00</b>

**XII. Mortar & Grout (IBC 1705.2 Continuous)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Masonry Observation & Reporting/Hour	64.00	\$50.00	\$3,200.00
Masonry Observation & Reporting (ot)/Hour	7.00	\$75.00	\$525.00
Cubes/Each	0.00	\$18.50	\$0.00
Grout Prisms/Each	48.00	\$25.00	\$1,200.00
Masonry Grout Prism (Grouted)/Each	0.00	\$155.00	\$0.00
Material Pickup/Hour	4.00	\$45.00	\$180.00
Vehicle Trip Charge/Trip	17.00	\$35.00	\$595.00
Engineering Report Review/Hour	2.00	\$85.00	\$170.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$6,170.00</b>



**XIII. Sprayed-On Fire Proofing (Sprayed On Fire Proofing IBC 1705.14 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Fireproofing/Hour	110.00	\$45.00	\$4,950.00
Lab Density Testing/Each	300.00	\$55.00	\$16,500.00
Adhesion/Cohesion Testing/Each	100.00	\$55.00	\$5,500.00
Vehicle Trip Charge/Trip	26.00	\$35.00	\$910.00
Engineering Report Review/Hour	5.00	\$85.00	\$425.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$28,585.00</b>

**XIV. Fire Proofing (Fire Caulking /Fire Stopping IBC 1707.17 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Fireproofing/Hour	55.00	\$45.00	\$2,475.00
Vehicle Trip Charge/Trip	13.00	\$35.00	\$455.00
Engineering Report Review/Hour	3.00	\$85.00	\$255.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$3,485.00</b>

**XV. Intumescent Fire Proofing (IBC 1707.15 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Fireproofing/Hour	55.00	\$45.00	\$2,475.00
Vehicle Trip Charge/Trip	13.00	\$35.00	\$455.00
Engineering Report Review/Hour	3.00	\$85.00	\$255.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$3,485.00</b>



**XVI.Exterior Insulation Finish System (EIFS) (IBC 1705.16 Periodic**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Engineering Technician/Hour	28.00	\$45.00	\$1,260.00
Vehicle Trip Charge/Trip	7.00	\$35.00	\$245.00
Engineering Report Review/Hour	2.00	\$85.00	\$170.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$1,975.00</b>

**XVII.Wind Resistance Observation & Reporting (IBC 1705.11 Periodic**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Engineering Technician/Hour	28.00	\$45.00	\$1,260.00
Vehicle Trip Charge/Trip	7.00	\$35.00	\$245.00
Engineering Report Review/Hour	2.00	\$85.00	\$170.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$1,975.00</b>

**Grand Total: \$316,453.50**

\*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.

**\*\*Note: Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.**



## ADDITIVE OPTION

### I. Optional - Post Tension Steel Observation & Reporting (Rapid)

Rapid post tension recording and reporting with cloud based instant onsite reporting via web portal allows for a quicker completion of the P-T elongation process. Quick cut and grout processing and approval for each tendon may be used upon request at a rate of \$2 per tendon. Detailed pricing may be produced once engineered P-T drawing are provided. <https://www.e-longation.com/about-us.html>

### II. Optional-Concrete Testing (IBC 1705.3 Periodic)

Description	Est. Qty	Unit Rate	Est. Total
Floor Flatness/Sf	135,998.00	\$0.04	\$5,439.92
Batch Plant Inspection/Hour	95.00	\$45.00	\$4,275.00
<b>Subtotal</b>			<b>\$9,714.92</b>

### III. Optional-Structural Steel (Storm Shelter Peer Review)

Description	Est. Qty	Unit Rate	Est. Total
Storm Shelter Professional Engineer Review /Ls	1.00	\$15,585.00	\$15,585.00
<b>Subtotal</b>			<b>\$15,585.00</b>

### IV. Optional-Structural Steel (Shop Inspection IBC 1705.2 Periodic)

Description	Est. Qty	Unit Rate	Est. Total
Fabrication Shop Monitoring/Hour	16.00	\$85.00	\$1,360.00
Ultrasonic Testing/Hour	8.00	\$125.00	\$1,000.00
Equipment Charge/Day	2.00	\$125.00	\$250.00
<b>Subtotal</b>			<b>\$2,610.00</b>

### V. Optional-Concrete Testing (Precast Erection Observation)

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Inspection/Hour	9.00	\$85.00	\$765.00
Vehicle Trip Charge/Trip	2.00	\$35.00	\$70.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$1,220.00</b>

### VI. Optional-Storm Shelter Louvers & Door Inspection

Description	Est. Qty	Unit Rate	Est. Total
Engineering Technician/Hour	9.00	\$45.00	\$405.00
Vehicle Trip Charge/Trip	2.00	\$35.00	\$70.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$860.00</b>

### VII. Optional-Water Spary & Penetration Test (SF/CW)

Description	Est. Qty	Unit Rate	Est. Total
Engineering Technician/Day	3.00	\$2,500.00	\$7,500.00
<b>Subtotal</b>			<b>\$7,500.00</b>

**CMT ACCEPTANCE FORM**



Date: February 8, 2021 Alpha Cost Estimate No: 81072-2020-45  
Project Name: REVISED- ALEDO MIDDLE SCHOOL NO. 2- PRELIMINARY CMT Estimate **\$316,453.50**  
Project City: Aledo, Texas

**\* Highlighted Areas Must Be Filled Out \***

CLIENT: \_\_\_\_\_ ATTN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_ PHONE/FAX: \_\_\_\_\_  
OWNER OF PROPERTY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_  
PROJECT LEGAL DESCRIPTION: \_\_\_\_\_  
PROJECT COUNTY: \_\_\_\_\_

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Dallas, Texas.  
No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY: \_\_\_\_\_

Signature Title Date

**Accounts Payable Contact:**  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: \_\_\_\_\_  
If no names are provided it will be understood no authorized field representative signature is required.

**REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET**

Please provide a personal password for this project (up to 15 characters): \_\_\_\_\_ Please provide a valid email address: \_\_\_\_\_. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

**REPORT DISTRIBUTION**

Firm	Contact Name	Email



## REMARKS



Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

**Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.**

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 3 hours per trip applies to all field work.

All reports are available on line.

**Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm and Saturday 7:00 am to 12:00 pm. All schedule calls made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time. Dispatch phone numbers: 817-507-0546. Note: You must reference Alpha's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.**

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, which ever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

**No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office.** Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

**PLEASE NOTE:** In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.

## “EXHIBIT A” Terms and Conditions



### **Section 1: The Agreement**

The Agreement between the parties, which shall describe and govern CLIENT's engagement of ALPHA TESTING, INC. ("ALPHA") to provide only the services ("Services") in connection with the project ("Project") which are specifically identified and agreed to in the proposal ("Proposal"), consists of the Proposal, these General Terms and Conditions ("Terms"), ALPHA's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

### **Section 2: Standard of Care**

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA's profession currently practicing under similar conditions and in the same locality as the Project.. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA's report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

**ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.**

### **Section 3: Site Access and Conditions**

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys' fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.** In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA's prevailing fee schedule and expense reimbursement policy.

### **Section 4: CLIENT's Responsibility and Project Understanding**

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.



**ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.**

#### **Section 5: Project Change**

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

#### **Section 6. Confidentiality**

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 6 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

#### **Section 7. Sample Disposal**

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.



### **Section 8. Construction Observations**

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

### **Section 9. Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents

### **Section 10. Termination**

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

### **Section 11. RISK ALLOCATION AND LIMITATION OF LIABILITY**

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA TO THE EXTENT APPLICABLE TO THE STATE LAW FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

### **Section 12. Discovery of Unanticipated Hazardous Materials**

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.



Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

### **Section 13. Ground Water Contamination**

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

### **Section 14. Insurance**

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

### **Section 15. Indemnity**

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.

### **Section 16. Invoices and Payment Terms**

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.



### **Section 17. Non-Solicitation**

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

### **Section 18. Resolution of Disputes**

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 18.C, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.



**Section 19. Governing Law and Survival**

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**CMT COST ESTIMATE**

**Aledo Middle School Additions &  
Renovations**

Cost Estimate No: 81560



*Environmental*

*Geotechnical*

*Construction Materials*





Geotechnical  
Construction Materials  
Environmental  
TBPE Firm No. 813

5058 Brush Creek Road  
Fort Worth, Texas 76119

Tel: 817.496.5600  
Fax: 817.496.5608  
www.alphatesting.com



February 8, 2021

**ALEDO INDEPENDENT SCHOOL DISTRICT**

1008 Bailey Ranch Road  
Aledo, Tx 76008

Attention: Tyler Boswell - Facilities  
tboswell@aledoisd.org

Construction Materials Testing  
Services and Fees

**ALEDO MIDDLE SCHOOL ADDITIONS & RENOVATIONS**

Aledo, Texas  
Cost Estimate No: 81560-2020-45

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Ben Njaria at 817.496.5600, ext. 3318, we are available to discuss any questions at your convenience.

Respectfully submitted,  
ALPHA TESTING, INC.

Ben Njaria  
Senior CMT Estimator

Tim Begole, Jr.  
CMT Department Manager

BN/jr  
Attachments: Acceptance Sheet  
General Terms and Conditions

## FIRM PROFILE



### **HISTORY**

Alpha Testing, Inc. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

### **BUSINESS LOCATIONS**

#### **1. Dallas Office – Corporate**

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: [bpowell@alphatesting.com](mailto:bpowell@alphatesting.com)

Ken Combs, Vice President: [kcombs@alphatesting.com](mailto:kcombs@alphatesting.com)

#### **2. Fort Worth Office**

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: [tbegole@alphatesting.com](mailto:tbegole@alphatesting.com)

Brian Hoyt, PE, Geotechnical Manager: [bhoyt@alphatesting.com](mailto:bhoyt@alphatesting.com)

#### **3. San Antonio Office**

4740 Perrin Creek, Suite 480 San Antonio, TX 78217

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: [aheiman@alphatesting.com](mailto:aheiman@alphatesting.com)

#### **4. Houston Office**

6513 W. Little York Road, Houston, TX 77040

(V) 713-360-0472 (F) 713-360-0481

Joseph Culley, Regional Manager: [jculley@alphatesting.com](mailto:jculley@alphatesting.com)



### **Quality Control**

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience.



## **PROJECT INFORMATION**

It is our understanding that a new single story, metal framed school building addition with an approximate footprint of 45,845 square feet is to be constructed at 416 FM 1187 in Aledo, Texas. Concrete paving is also planned for the proposed structure. We understand that water lines, sanitary sewers, and storm drains will be installed at the proposed development. It is anticipated that suspended slab foundation with straight shaft concrete pier will be utilized to support the given structure. In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: preliminary civil plans dated: 12/8/2020; preliminary structural plans dated: 12/8/2020; preliminary architectural plans dated: 12/8/2020; Along with the applicable city standards for the City of Aledo and the geotechnical report by Alpha testing Inc.

**Note 1: This cost estimate includes testing and reporting for the storm shelter.**

**Note 2: ALPHA will perform all services specified to be performed by the IQCA (or similar terms) in the construction documents (plans and specifications) for Huckabee Project No. 1865-01-01, section 01 45 33, dated December 18, 2020 and checklist in the specification section 01 45 19.**

### **SITE PREPARATION, FILLING, BACK FILLING**

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on site for about 53 hours to perform approximately 220 field density tests. In addition, the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

### **UTILITIES**

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 2,959 linear feet of storm drains would be excavated and installed. In addition, about 2,666 linear feet of water lines, and an estimated 1,836 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required to observe and test on site full-time for approximately 132 hours to perform approximately 960 field density tests. It is estimated that approximately 500 linear feet of utilities lines will be placed per day. In addition the technician could obtain approximately 4 soil samples for laboratory proctor analysis.

### **MECHANICAL LIME STABILIZATION**

Based on the information provided, that approximately 93,067 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 9 hours to perform approximately 19 density tests and field gradations. In addition, the technician could obtain approximately 3 soil samples for laboratory proctor analysis.

### **CONCRETE TESTING**

Based on information provided, it is our understanding, approximately 5,144 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on site for an estimated 363 hours to mold approximately 368 test cylinders.

### **STRUCTURAL STEEL**

It has been estimated that an engineering technician could be required for approximately 58 hours to visually observe the structural steel placed. Should non-destructive testing on full penetration welds be required, additional 220hours would be charged.



## **PROJECT INFORMATION (Continued)**

### **MORTAR , GROUT & MASONRY UNITS**

It is our understanding that mortar and grout placed on the project would be tested. We have estimated that our engineering technician could be required on site for approximately 44 hours to cast an estimated 20 grout and 30 mortar specimens for compressive strength testing in the laboratory.

### **SPRAYED-ON FIREPROOFING**

Based on our understanding of the project, our engineering technician could be required on site for approximately 146 hours to perform thickness (and Adhesion) tests and to obtain approximately 99 density samples which will be returned to our laboratory for testing.





## SCOPE OF SERVICES

### SITE PREPARATION, FILLING, BACK FILLING

Building Structures: 1 FDT every 2500 square feet and 6 inch lift

Paving: 1 FDT each 5000 square feet and 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proof-rolled, compacted and tested.

### UTILITIES

Trench Back-fill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

**Note: Pot Hole testing will not be an acceptable method of testing.**

### MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg-limit Test: 1 sample to be obtained for each site visit

### PIER INSTALLATION MONITORING

52 days of drilling with 1 technician with 1 drilling Rigs

1 set of 4 concrete test cylinders (6 x 12) to be obtained per day

While on site, the technician would verify the depth to the bearing stratum, total pier depth\*, reinforcing steel placed, as well as mold approximately test cylinders of concrete placed in piers.

Should temporary casing be required due to water seepage, drilling operations would be slower and therefore additional testing costs would be applicable.

### CONCRETE TESTING

Slab: 1 set of 4 test cylinders (6 x 12) every 150 cubic yards.

Walls: 1 set of 4 test cylinders (6 x 12) every 50 cubic yards.

Paving: 1 set of 5 test cylinders (4 x 8) every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders (6 x 12) every 150 cubic yards.

Utility Structures: 1 set of 4 test cylinders (6 x 12) every 50 cubic yards.

Hardscapes or Sidewalks: 1 set of 4 test cylinders (6 x 12) every 50 cubic yards.

**Note: This cost estimate assumes sanitary sewer structures are pre-cast and will not require any testing and storm drain structures are cast- in place and will require testing. Should some of these items not require testing, this cost estimate could be revised upon request.**

### STRUCTURAL STEEL

1 trip every 5,000 square feet

Moment Connections or Full penetration welds: 15 minutes (each)



## SCOPE OF SERVICES (Continued)

### MORTAR , GROUT & MASONRY UNITS

Grout: 1 set of 3 test prisms every 5,000 (wall) square feet.

Masonry Units: 1 set of 2 units every 5,000 (wall) square feet..

### SPRAYED-ON FIREPROOFING

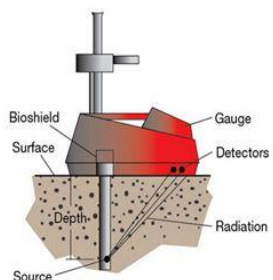
Field Adhesion / Cohesion: 1 test for every 2,500 square feet.

Density Tests: 1 test for every 2,500 square feet.

Thickness Tests: 1 test for every 2,500 square feet.

### Moisture Density Gauge

#### Direct Transmission





## ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, INC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

### **I. Site Preparation, Filling, Back Filling (IBC 1705.6 Continuous)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Proof Rolling Observation/Hour	3.00	\$45.00	\$135.00
Density Testing /Hour	43.00	\$45.00	\$1,935.00
Density Testing (ot) /Hour	5.00	\$67.50	\$337.50
Nuclear Density Gauge/Each	6.00	\$120.00	\$720.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	3.00	\$70.00	\$210.00
-200 Sieve/Each	3.00	\$70.00	\$210.00
Material Pickup/Hour	4.00	\$45.00	\$180.00
Vehicle Trip Charge/Trip	7.00	\$35.00	\$245.00
Engineering Report Review/Hour Letter/Ls	2.00 1.00	\$85.00 \$300.00	\$170.00 \$300.00
<b>Subtotal</b>			<b>\$4,997.50</b>

### **II. Utilities**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Density Testing /Hour	120.00	\$45.00	\$5,400.00
Density Testing (ot) /Hour	12.00	\$67.50	\$810.00
Nuclear Density Gauge/Each	15.00	\$120.00	\$1,800.00
Proctor #/Each	4.00	\$185.00	\$740.00
Atterberg Limit Test/Each	4.00	\$70.00	\$280.00
-200 Sieve/Each	4.00	\$70.00	\$280.00
Material Pickup/Hour	4.00	\$45.00	\$180.00
Vehicle Trip Charge/Trip	16.00	\$35.00	\$560.00
Engineering Report Review/Hour Letter/Ls	3.00 1.00	\$85.00 \$300.00	\$255.00 \$300.00
<b>Subtotal</b>			<b>\$10,605.00</b>



### III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	8.00	\$45.00	\$360.00
Density Testing (ot) /Hour	1.00	\$67.50	\$67.50
Nuclear Density Gauge/Each	4.00	\$120.00	\$480.00
Proctor #/Each	3.00	\$185.00	\$555.00
Atterberg Limit Test/Each	4.00	\$70.00	\$280.00
-200 Sieve/Each	3.00	\$70.00	\$210.00
Lime Depth Checks/Hour	4.00	\$45.00	\$180.00
Field Gradations/Hour	4.00	\$45.00	\$180.00
Lime Series/Each	1.00	\$350.00	\$350.00
Lime Recommendation Letter/Ls	1.00	\$300.00	\$300.00
Material Pickup/Hour	4.00	\$45.00	\$180.00
Vehicle Trip Charge/Trip	5.00	\$35.00	\$175.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
<b>Subtotal</b>			<b>\$3,402.50</b>

### IV. Pier Installation Monitoring (Includes Concrete) (IBC 1705.8 Continuous)

Description	Est. Qty	Unit Rate	Est. Total
Pier Monitoring/Hour	520.00	\$48.00	\$24,960.00
Pier Monitoring (ot)/Hour	52.00	\$72.00	\$3,744.00
Concrete Comp. Test/Each	208.00	\$18.50	\$3,848.00
Cylinder Pickup/Hour	32.00	\$45.00	\$1,440.00
Vehicle Trip Charge/Trip	52.00	\$35.00	\$1,820.00
Engineering Report Review/Hour	9.00	\$85.00	\$765.00
Pier Start/Ls	1.00	\$500.00	\$500.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$37,377.00</b>

### V. Concrete Testing (IBC 1705.3 Periodic)

Description	Est. Qty	Unit Rate	Est. Total
Prepour Monitoring/Hour	35.00	\$45.00	\$1,575.00
Concrete-Testing/Hour	348.00	\$45.00	\$15,660.00
Concrete-Testing (ot)/Hour	35.00	\$67.50	\$2,362.50
Concrete Comp. Test/Each	386.00	\$18.50	\$7,141.00
Cubes/Each	60.00	\$18.50	\$1,110.00
Cylinder Pickup/Hour	58.00	\$45.00	\$2,610.00
Vehicle Trip Charge/Trip	74.00	\$35.00	\$2,590.00
Engineering Report Review/Hour	13.00	\$85.00	\$1,105.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$34,453.50</b>



**VI. Structural Steel (IBC 1705.2 Periodic)**

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Monitoring/Hour	52.00	\$85.00	\$4,420.00
Structural Steel Monitoring (ot)/Hour	6.00	\$127.50	\$765.00
Ultrasonic Testing/Hour	22.00	\$125.00	\$2,750.00
Equipment Charge/Day	5.00	\$125.00	\$625.00
Vehicle Trip Charge/Trip	13.00	\$35.00	\$455.00
Engineering Report Review/Hour Letter/Ls	3.00 1.00	\$85.00 \$300.00	\$255.00 \$300.00
<b>Subtotal</b>			<b>\$9,570.00</b>

**VII. Cold Formed Framing Observation & Reporting (IBC 1705.2 Periodic)**

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Monitoring/Hour	52.00	\$85.00	\$4,420.00
Structural Steel Monitoring (ot)/Hour	6.00	\$127.50	\$765.00
Vehicle Trip Charge/Trip	13.00	\$35.00	\$455.00
Engineering Report Review/Hour	3.00	\$85.00	\$255.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$6,195.00</b>

**VIII. Structural Steel (Storm Shelter Peer Review)**

Description	Est. Qty	Unit Rate	Est. Total
Storm Shelter Compliance Report/Ls	1.00	\$1,000.00	\$1,000.00
<b>Subtotal</b>			<b>\$1,000.00</b>

**IX. Mortar & Grout (IBC 1705.2 Continuous)**

Description	Est. Qty	Unit Rate	Est. Total
Masonry Observation & Reporting/Hour	40.00	\$50.00	\$2,000.00
Masonry Observation & Reporting (ot)/Hour	4.00	\$75.00	\$300.00
Cubes/Each	30.00	\$18.50	\$555.00
Grout Prisms/Each	20.00	\$25.00	\$500.00
Material Pickup/Hour	4.00	\$45.00	\$180.00
Vehicle Trip Charge/Trip	6.00	\$35.00	\$210.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$4,130.00</b>



**X. Sprayed-On Fire Proofing (Sparyed On Fire Proofing IBC 1705.14 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Fireproofing/Hour	132.00	\$45.00	\$5,940.00
Fireproofing (ot)/Hour	14.00	\$67.50	\$945.00
Lab Density Testing/Each	99.00	\$55.00	\$5,445.00
Adhesion/Cohesion Testing/Each	33.00	\$55.00	\$1,815.00
Vehicle Trip Charge/Trip	34.00	\$35.00	\$1,190.00
Engineering Report Review/Hour	6.00	\$85.00	\$510.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$16,145.00</b>

**XI. Sprayed-On Fire Proofing (Fire Caulking /Fire Stopping IBC 1707.17 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Fireproofing/Hour	66.00	\$45.00	\$2,970.00
Vehicle Trip Charge/Trip	17.00	\$35.00	\$595.00
Engineering Report Review/Hour	3.00	\$85.00	\$255.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$4,120.00</b>

**XI. Intumescent Fire Proofing (IBC 1707.15 Periodic)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Fireproofing/Hour	66.00	\$45.00	\$2,970.00
Vehicle Trip Charge/Trip	17.00	\$35.00	\$595.00
Engineering Report Review/Hour	3.00	\$85.00	\$255.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$4,120.00</b>



**XII.Exterior Insulation Finish System (EIFS) (IBC 1705.16 Periodic**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Engineering Technician/Hour	16.00	\$45.00	\$720.00
Engineering Technician (Ot)/Day	2.00	\$67.50	\$135.00
Vehicle Trip Charge/Trip	4.00	\$35.00	\$140.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$1,380.00</b>

**XIII.Wind Resistance Observation & Reporting (IBC 1705.11 Periodic**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Engineering Technician/Hour	16.00	\$45.00	\$720.00
Engineering Technician (Ot)/Day	2.00	\$67.50	\$135.00
Vehicle Trip Charge/Trip	4.00	\$35.00	\$140.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$1,380.00</b>

**Grand Total:** **\$138,875.50**

\*Should ALPHA TESTING, INC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.

**\*\*Note: Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this agreement that affect availability of resources and staff of ALPHA, the Client, other consultants, and public agencies. Therefore, there could be changes in the referenced schedule and/or project costs. ALPHA will exercise reasonable efforts to overcome the challenges presented by current circumstances, but ALPHA will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.**



**ADDITIVE OPTION**

**I. Optional-Concrete Testing (IBC 1705.3 Periodic)**

Description	Est. Qty	Unit Rate	Est. Total
Floor Flatness (Minimum Charge)/Min	7.00	\$450.00	\$3,150.00
Batch Plant Inspection/Hour	86.00	\$45.00	\$3,870.00
<b>Subtotal</b>			<b>\$7,020.00</b>

**II. Optional-Structural Steel (Storm Shelter Peer Review)**

Description	Est. Qty	Unit Rate	Est. Total
Storm Shelter Professional Engineer Review /Ls	1.00	\$15,585.00	\$15,585.00
<b>Subtotal</b>			<b>\$15,585.00</b>

**III. Optional-Hot Mix Asphalt Concrete Testing (Additive Alternate)**

Description	Est. Qty	Unit Rate	Est. Total
HMAC Monitoring/Hour	12.00	\$45.00	\$540.00
HMAC Monitoring (ot)/Hour	2.00	\$67.50	\$135.00
Nuclear Density Gauge/Each	3.00	\$120.00	\$360.00
Marsh Stability Flow Den/Each	9.00	\$125.00	\$1,125.00
Extraction & Gradation/Each	3.00	\$225.00	\$675.00
Specific Gravity of Aggregates/Each	3.00	\$130.00	\$390.00
Vehicle Trip Charge/Trip	3.00	\$35.00	\$105.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$3,715.00</b>

**IV. Optional-Structural Steel (Shop Inspection IBC 1705.2 Periodic)**

Description	Est. Qty	Unit Rate	Est. Total
Fabrication Shop Monitoring/Hour	16.00	\$85.00	\$1,360.00
Ultrasonic Testing/Hour	8.00	\$125.00	\$1,000.00
Equipment Charge/Day	2.00	\$125.00	\$250.00
<b>Subtotal</b>			<b>\$2,610.00</b>

**V. Optional-Concrete Testing (Precast Erection Observation)**

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Inspection/Hour	9.00	\$85.00	\$765.00
Vehicle Trip Charge/Trip	2.00	\$35.00	\$70.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$1,220.00</b>



**VI. Optional-Storm Shelter Louvers & Door Inspection**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Engineering Technician/Hour	9.00	\$45.00	\$405.00
Vehicle Trip Charge/Trip	2.00	\$35.00	\$70.00
Engineering Report Review/Hour	1.00	\$85.00	\$85.00
Letter/Ls	1.00	\$300.00	\$300.00
<b>Subtotal</b>			<b>\$860.00</b>

**VII. Optional-(Water Spary & Penetration Test - SF/CW)**

<b>Description</b>	<b>Est. Qty</b>	<b>Unit Rate</b>	<b>Est. Total</b>
Engineering Technician/Day	2.00	\$2,500.00	\$5,000.00
<b>Subtotal</b>			<b>\$5,000.00</b>

**CMT ACCEPTANCE FORM**



Date: February 8, 2021 Alpha Cost Estimate No: 81560-2020-45  
Project Name: ALEDO MIDDLE SCHOOL ADDITIONS & RENOVATIONS CMT Estimate **\$138,875.50**  
Project City: Aledo, Texas

**\* Highlighted Areas Must Be Filled Out \***

CLIENT: \_\_\_\_\_ ATTN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_ PHONE/FAX: \_\_\_\_\_  
OWNER OF PROPERTY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_  
PROJECT LEGAL DESCRIPTION: \_\_\_\_\_  
PROJECT COUNTY: \_\_\_\_\_

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Dallas, Texas.  
No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY: \_\_\_\_\_

Signature Title Date

**Accounts Payable Contact:**  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: \_\_\_\_\_  
If no names are provided it will be understood no authorized field representative signature is required.

**REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET**

Please provide a personal password for this project (up to 15 characters): \_\_\_\_\_ Please provide a valid email address: \_\_\_\_\_. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

**REPORT DISTRIBUTION**

Firm	Contact Name	Email

## REMARKS



Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

**Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.**

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 3 hours per trip applies to all field work.

All reports are available on line.

**Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm and Saturday 7:00 am to 12:00 pm. All schedule calls made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time. Dispatch phone numbers: 817-507-0546. Note: You must reference Alpha's job project number to schedule services. If project number is unknown please reference cost estimate number shown on the CMT acceptance form.**

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, which ever is greater.

ALPHA TESTING, INC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

**No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office.** Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

**PLEASE NOTE:** In keeping OSHA Safety regulation, ALPHA TESTING, INC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.

## “EXHIBIT A” Terms and Conditions



### **Section 1: The Agreement**

The Agreement between the parties, which shall describe and govern CLIENT's engagement of ALPHA TESTING, INC. ("ALPHA") to provide only the services ("Services") in connection with the project ("Project") which are specifically identified and agreed to in the proposal ("Proposal"), consists of the Proposal, these General Terms and Conditions ("Terms"), ALPHA's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

### **Section 2: Standard of Care**

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA's profession currently practicing under similar conditions and in the same locality as the Project.. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time, and as such, CLIENT shall be solely responsible for determining the locations and scope of testing related to the subsurface exploratory program and assumes all risks related thereto. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made. If Client provides ALPHA's report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

**ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.**

### **Section 3: Site Access and Conditions**

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. **CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys' fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.** In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA's prevailing fee schedule and expense reimbursement policy.

### **Section 4: CLIENT's Responsibility and Project Understanding**

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.





Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the Project. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.

**ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other correspondence, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such incomplete or inaccurate information or failure to follow the recommendations of ALPHA. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.**

#### **Section 5: Project Change**

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the initial information provided by the client, including, but not limited to the size and location of the planned improvements, or makes any changes or alterations to any plans and/or specifications provided to ALPHA, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any claims, damages or liabilities arising out of or related to such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.

#### **Section 6. Confidentiality**

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 6 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.



#### **Section 7. Sample Disposal**

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify, and hold ALPHA harmless from any claim or liability for injury or loss, including costs of defense and attorneys' fees, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

#### **Section 8. Construction Observations**

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

#### **Section 9. Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents

#### **Section 10. Termination**

This Agreement may be terminated by ALPHA without cause upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the effective date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

#### **Section 11. RISK ALLOCATION AND LIMITATION OF LIABILITY**

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$25,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA TO THE EXTENT APPLICABLE TO THE STATE LAW FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.** Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.



#### **Section 12. Discovery of Unanticipated Hazardous Materials**

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold ALPHA harmless from any claim, liability and/or defense costs for damage, injury or loss arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

#### **Section 13. Ground Water Contamination**

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

#### **Section 14. Insurance**

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

#### **Section 15. Indemnity**

ALPHA AND THE CLIENT SHALL EACH INDEMNIFY AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM: (A) NEGLIGENT ERROR, OMISSION OR ACT OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE WORK HEREUNDER; OR (B) NEGLIGENT FAILURE OF THE INDEMNITOR OR THE INDEMNITOR'S OFFICERS, SERVANTS, EMPLOYEES OR SUBCONSULTANTS TO COMPLY WITH LAWS OR REGULATIONS; OR (C) NEGLIGENT FAILURE OF THE INDEMNITOR TO PERFORM UNDER ANY CONTRACT WITH ANY OTHER PARTY, ITS OFFICERS, SERVANTS, EMPLOYEES, SUBCONSULTANTS OR CLIENTS. THIS INDEMNITY OBLIGATION SHALL SURVIVE PERFORMANCE OF THE SERVICES HEREUNDER AND SHALL BE LIMITED BY THE TERMS AND CONDITIONS REFERENCED IN SECTION 11, ABOVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.



#### **Section 16. Invoices and Payment Terms**

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower. CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

#### **Section 17. Non-Solicitation**

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

#### **Section 18. Resolution of Disputes**

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.



(b) Arbitration. Any claim dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect of the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party of this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event, shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The forgoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(c) Consolidation or Joinder. Either party, as its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The CLIENT and ALPHA grant to any person or entity made a party to an arbitration conducted under this Section 18.C, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

The provisions of this Section 18 shall survive the termination of this Agreement.

#### **Section 19. Governing Law and Survival**

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.