

Estimate No. 21-7956 (Revised)
May 20, 2021

City of Saginaw
205 Brenda Lane
Saginaw, Texas 76179

Attn: Mr. Rick Trice, P.E., Director of Public Works

**RE: ESTIMATE FOR
PAVEMENT INVESTIGATION
BASSWOOD BOULEVARD
GRAND CENTRAL PARKWAY TO N. BLUE MOUND ROAD (FM 156)
SAGINAW, TEXAS**

Dear Mr. Trice:

CMJ Engineering, Inc. is pleased to present herein this estimate to investigate pavement distress on Basswood Boulevard between Grand Central Parkway and FM 156 in Saginaw, Texas. This estimate was prepared in general accordance with a cursory site visit by the writer and a telephone conversation with Ms. Dana LeClaire Shumard, P.E. of Kimley-Horn and Associates, Inc. to include information submitted to this office via email. CMJ understands that we have been selected for this project based solely on our qualifications. Further, we understand that the City of Saginaw is negotiating scope and fee exclusively with CMJ at this time.

The subject roadway is a 6-lane, concrete-paved divided facility and has experienced select areas of differential pavement movement between adjacent panels. In general, most of the differential is apparently occurring between the inner-most lane and center lane longitudinal joint in various locations and on both sides of the roadway median. Extensive or otherwise excessive concrete pavement cracking was not observed. Although existing buried utilities are present along portions of the roadway, these are not currently thought to be a contributing distress factor.

Preliminary indications are that differential movement is occurring due to expansive soil volume changes. As a result, CMJ Engineering, Inc. proposes to drill borings at five of the distress area locations, with two borings at each location for a total of ten (10) borings. Borings will be continuously sampled and drilled to 10-foot depths each.

CMJ ENGINEERING, INC.

City of Saginaw
Estimate No. 21-7956 (Revised)
May 20, 2021
Page 2 of 2

Laboratory testing will be performed on the samples to determine their moisture content, dry unit weight, liquid and plastic limit determination, pocket penetrometer values, and one-point swell tests. Results of the field and laboratory investigation will be analyzed and recommendations will be provided regarding the cause(s) of pavement distress and potential remediation options of the pavement failure area. Options will consider injection remediation, moisture barriers, or other appropriate measure based on the results of the field exploration and laboratory data.

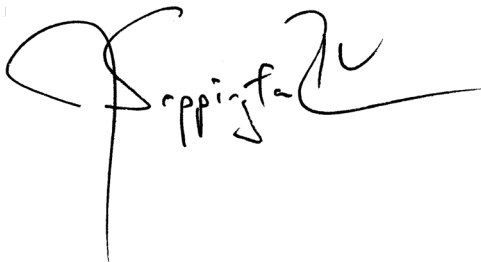
We propose to perform the investigation in accordance with the attached cost estimate. Based on this estimate, it is anticipated that the project cost will be between \$16,800 and \$16,900. This cost estimate will not be exceeded without your prior authorization. Weather permitting, we plan to initiate these studies within ten (10) business days of receipt of notice to proceed, and anticipate that one (1) working day will be required to complete the subsurface exploration (weather conditions permitting). You will receive the final report approximately four (4) weeks following the completion of the field phase. We will make preliminary data available sooner if necessary.

The scope of services will be performed pursuant to the attached CMJ Terms for Geotechnical Engineering Services, which is incorporated into this estimate.

Thank you for the opportunity to present this estimate. Do not hesitate to call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed scope of services.

We look forward to working with the City of Saginaw and their consultants on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Sappington IV", with a long horizontal flourish extending to the right.

James P. Sappington IV, P.E.
President

copies submitted: (1) Mr. Rick Trice, P.E.; City of Saginaw (by e-mail)

CMJ ENGINEERING, INC.
GEOTECHNICAL ENGINEERING SERVICES
BASIC SERVICES COST ESTIMATE

ESTIMATE: 21-7956 (Revised)
DATE: MAY 20, 2021
PROJECT: PAVEMENT INVESTIGATION
BASSWOOD BOULEVARD
GRAND CENTRAL PARKWAY TO N. BLUE MOUND ROAD (FM 156)
SAGINAW, TEXAS

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization (Drill Rig and Coring Rig)	1	695.00	695.00
Concrete Coring and Patch	10	164.00	1,640.00
Soil Drilling/Continuous Sampling	100	20.00	2,000.00
Sand Backfill (ft.)	100	7.00	700.00
Engineer On-Site During Drilling (hr.)	8	98.00	784.00
Traffic Control (Subcontractor)	1	2,600.00	2,600.00
Underground Utility Check	1	170.00	170.00

Subtotal Subsurface Services \$ 8,589.00

<u>LABORATORY SERVICES</u>			
Moisture Content and Soil Identification	70	7.25	507.50
Liquid and Plastic Limits	15	61.50	922.50
Unconfined Compressive Strength-Soil	20	50.00	1,000.00
Unit Weight	32	13.50	432.00
Free Swell Test	12	82.00	984.00

Subtotal Laboratory Services \$ 3,846.00

<u>ENGINEERING SERVICES</u>			
Senior Principal Engineer	20	142.50	2,850.00
Staff Engineer	11	98.00	1,078.00
Drafting & Secretarial Support	8	51.50	412.00
Misc. Expense (report production, mileage, etc.)	1	120.00	120.00

Subtotal Engineering Services \$ 4,460.00

TOTAL ESTIMATE \$ 16,895.00

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and CITY OF SAGINAW, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached estimate identified as Estimate No. 21-7956 (Revised), dated May 20, 2021 and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral, which the parties expressly disclaim. Any changes to this AGREEMENT must be mutually agreed to in writing. Neither party may assign or transfer this AGREEMENT.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNICAL ENGINEER will be based solely on information available to GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by GEOTECHNICAL ENGINEER under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project (this is called the "Standard of Care"). The Standard of Care shall solely govern GEOTECHNICAL ENGINEER's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

In all cases the GEOTECHNICAL ENGINEER shall be acting as an independent consultant and no provision or obligation expressed or implied herein shall create an employment, agency, or fiduciary relationship between the GEOTECHNICAL ENGINEER and the CLIENT.

Documents prepared by the GEOTECHNICAL ENGINEER are intended for use solely with the project identified in the ESTIMATE and for no other project, for the time period stated by the GEOTECHNICAL ENGINEER and for no longer, and for no party other than the CLIENT. Accordingly, the CLIENT shall not use documents prepared by the GEOTECHNICAL ENGINEER for additions or alterations to the project identified in the ESTIMATE, for other projects, or beyond the time period stated by the GEOTECHNICAL ENGINEER, and the CLIENT agrees to indemnify, defend, and hold harmless the GEOTECHNICAL ENGINEER against all claims (including negligence) losses, damages, including reasonable attorney's fees, arising out of any use of documents prepared by the GEOTECHNICAL ENGINEER without the direct involvement and concurrence of the GEOTECHNICAL ENGINEER. Further, nothing in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third-party against the GEOTECHNICAL ENGINEER.

SITE ACCESS AND SITE CONDITIONS

As a condition to GEOTECHNICAL ENGINEER's performance of its services, CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNICAL ENGINEER is entitled to rely upon the accuracy and completeness of information that CLIENT and its consultants and contractors provide GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER will take reasonable precautions to avoid known subterranean structures, and CLIENT waives and releases any claim, including negligence, against GEOTECHNICAL ENGINEER arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

GEOTECHNICAL ENGINEER will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

OBSERVATION

If GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative for the purpose of observing specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, GEOTECHNICAL ENGINEER will report observations and professional opinions to CLIENT. No action of GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER'S site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNICAL ENGINEER will report to CLIENT any observed geotechnically-related work which, in GEOTECHNICAL ENGINEER'S professional opinion, does not conform with plans and specifications, but GEOTECHNICAL ENGINEER does not assume a duty to detect any such nonconformance, as its obligation is limited to reporting what it observes to CLIENT as stated in this paragraph. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNICAL ENGINEER'S presence on site does not in any way guarantee the safety, completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay GEOTECHNICAL ENGINEER in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Time is of the essence for payments due GEOTECHNICAL ENGINEER. Accordingly, invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the GEOTECHNICAL ENGINEER, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the GEOTECHNICAL ENGINEER will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, CLIENT agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

In recognition of the relative risks and benefits of the Project to both the CLIENT and the GEOTECHNICAL ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the GEOTECHNICAL ENGINEER and the GEOTECHNICAL ENGINEER'S officers, directors, employees, agents, and subconsultants to the CLIENT or to anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the GEOTECHNICAL ENGINEER, or the GEOTECHNICAL ENGINEER'S officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the GEOTECHNICAL ENGINEER under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the GEOTECHNICAL ENGINEER be liable for lost profits or consequential, special, or indirect damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Accordingly, GEOTECHNICAL ENGINEER and OWNER mutually agree to waive consequential damages, including lost profits and other delay damages for claims, disputes, or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver includes but is not limited to, all consequential damages due to either party's termination of this AGREEMENT.

INDEMNIFICATION

The CLIENT shall indemnify and hold harmless the GEOTECHNICAL ENGINEER, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney's fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client's control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless the GEOTECHNICAL ENGINEER against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by the GEOTECHNICAL ENGINEER, its agents or employees, or any third party under the GEOTECHNICAL ENGINEER'S control, other than the client or its agent, employee, or subcontractor of any tier.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNICAL ENGINEER of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

GEOTECHNICAL ENGINEER agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNICAL ENGINEER harmless for any and all consequences of disclosures made by GEOTECHNICAL ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT releases and waives any claim against GEOTECHNICAL ENGINEER arising from GEOTECHNICAL ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, the detection, presence, handling, removal, abatement, or disposal of any hazardous materials that exist on or adjacent to the project site, and any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNICAL ENGINEER which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between GEOTECHNICAL ENGINEER and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation before and as a condition precedent to other remedies provided by law.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of mediation as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where GEOTECHNICAL ENGINEER's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

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. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

* * *

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT

By:

Position

Date

CMJ ENGINEERING, INC.

By: James P. Sappington IV, P.E.

President
Position

May 20, 2021
Date