CONTRACT FOR GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND CONSTRUCTION INSPECTION SERVICES
TERRACON CONSULTANTS, INC.

This Contract, dated _____, 2014, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **Terracon Consultanting Engineers & Scientists, Inc,** a corporation (the Engineer), whereby the Engineer agrees to provide the City with certain professional services as described herein and the City agrees to pay the Engineer for those services.

1. Scope of Services

In consideration of the compensation stated in paragraph 2, the Engineer agrees to provide the City with the professional services as described in Exhibit A: RFQ #14-032 – Geotechnical Engineering, Materials Testing and Construction Inspection Services, Exhibit B: Terracon Consultants, Inc.'s Qualifications and Exhibit C: Terracon's Fee Schedule, which are incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Geotechnical Engineering, Materials Testing and Construction Inspection Services

2. Payment

In consideration of the Engineer's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Engineer according to the terms set forth in Exhibit C referenced above. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract may not exceed **One Hundred Thousand and No/100 Dollars ($100,000.00)**.

3. Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

4. Extension of Contract

The City shall have the option of extending this contract, subject to approval of funding and review of the Engineer by the Owner, for four (4) additional one (1) year terms to be awarded one (1) year at a time. Contracts are extended upon mutual agreement of both Vendor and the City. The City of Bryan will not consider Contract extensions which include any increase in unit prices.

5. Time of Performance

A. All work and other professional services provided under this Contract must be completed according to the Scope of Services described in Exhibit A, Exhibit B, and Exhibit C referenced above.

B. **Time is of the essence of this Contract.** The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Standard tests should be completed and test results provided to the City within five (5) working days of the tests being requested.

6. Warranty, Indemnification, & Release

A. As an experienced and qualified design professional, the Engineer warrants that the information provided by the Engineer reflects high professional and industry standards, procedures, and performances. The Engineer warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, is pursuant to a high standard of performance in the profession. The Engineer warrants that the Engineer will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.

D. The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. **Responsibility for damage claims (indemnification): Engineer shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Engineer's negligence.**

F. Release. The Engineer releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Engineer or its employees and any loss of or damage to any property of the Engineer or its employees that is caused by or alleged to be caused by, arises out of, or is

in connection with the Engineer's negligent performance of the work. Both the City and the Engineer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

7. Engineer's Insurance

The Engineer agrees to maintain, on a primary basis, for the duration of this contract the insurance coverages and limits as described below. See Exhibit D for insurance example. The Engineer must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect within 5 business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five business days **may cause the contract to be rejected.** The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Engineer, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Engineer under the Agreement.

A. **Commercial General Liability Insurance** – Limit of liability not less than $1,000,000 per occurrence Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Engineers.

B. **Professional Liability Insurance** – Limit of liability not less than $1,000,000 per occurrence Engineer agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Engineer or any person employed or acting on the Engineer's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

No "claims made" policies are acceptable without prior approval by the City Attorney. If approved, coverage must be maintained for two years after the completion of this contract.

C. **Business Automobile Liability Insurance** – Limit of liability not less than $1,000,000 per occurrence Engineer agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirement shall be amended to allow the Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

D. **Workers' Compensation Insurance & Employers' Liability Insurance** – Statutory & $500,000/$500,000/$500,000. The Engineer agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Engineer shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

E. **Additional Insured Endorsements** The Engineer agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the worker's compensation,

employer's liability and professional liability policy.

F. **Waiver Of Subrogation** Waiver of subrogation in favor of the City of Bryan for each required policy. When required by the insurer or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

G. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** Engineer shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

H. **Subcontractor's Insurance** The Engineer shall agree to cause each subcontractor employed by Engineer to purchase and maintain insurance of the type specified, provided the Engineer's insurance does not afford coverage on behalf of the subcontractor.

I. **Certificate Of Insurance** Engineer shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Engineer has the affirmative obligation to advise City at the address listed below within 5 business days of the cancellation or substantial change of any required insurance policy, and failure to do so shall be construed as a breach of this contract.

Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Engineer shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Engineer until coverage is reinstated. If the Engineer fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Engineer's expense.

Certificates and notices should be given to the City at the following address:

City of Bryan
Attn: Risk Management Department
300 S. Texas Ave.
Bryan, TX 77803

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

8. Termination

A. The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Engineer's receipt of such notice, the Engineer shall cease work immediately. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Engineer fails to fulfill its obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

9. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan	The Engineer:
Attn: W. Paul Kaspar, P.E.	Terracon Consultants, Inc.
P.O. Box 1000	6198 Imperial Loop
Bryan, Texas 77805	College Station, Texas 77845

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.

F. The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Party of the First Part
CITY OF BRYAN, TEXAS

Approved as to Form:

_____
Janis Hampton, City Attorney

Prepared and Recommended:

_____
W. Paul Kaspar, P.E., City Engineer

Approved for Processing:

_____
Jayson Barfknecht, P.E., Ph.D
Director of Public Works

_____
Kean Register, City Manager

Approved:

By:_____
Jason P. Bienski, Mayor

Attest:

By:_____
Mary Lynne Stratta, City Secretary

Date: _____

Party of the Second Part
ENGINEER:

By:_____
Printed Name: _____
Title: _____
Date: _____
Firm's License No. _____

_____
Witness

Exhibit A

REQUEST FOR QUALIFICATIONS

"Geotechnical Engineering, Materials Testing and Construction Inspection Services"

CITY OF BRYAN
The Good Life, Texas Style.™

RFQ # 14-032

SEALED STATEMENTS OF QUALIFICATIONS TO BE SUBMITTED BY:

2:00 p.m. CST, Tuesday, March 18, 2014

CITY OF BRYAN
1309 E. Martin Luther King St.
Bryan, TX 77803
(979) 209-5500
www.bryantx.gov

Vendor Name: _____

CONTENTS

DISCLOSURE REQUIREMENTS

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://www.bryantx.gov/departments/purchasing/texeth.htm. If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

INTRODUCTION

The City of Bryan, Texas is requesting qualifications for engineering services from firms interested in contracting with the City for geotechnical engineering, materials testing, and construction inspection services.

Sealed Statements of Qualifications (SOQ) for RFQ# 14-032 will be accepted until **2:00 p.m. on March 18, 2014,** and should be addressed to:

City of Bryan, Purchasing Department
Susan Chmelar
1309 E. Martin Luther King Street
Bryan, Texas 77803
schmelar@bryantx.gov
979-209-5555

One (1) original, three (3) copies and one (1) electronic (CD-ROM, Flash Drive or equivalent) of the SOQ must be returned in a sealed envelope bearing the name and address of the respondent on the outside of the envelope.

The RFQ is available to download online at http://brazosbid.cstx.gov/ or may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas.

In order to ensure a fair and objective RFQ process and evaluation, all questions and inquiries related to this RFQ shall be addressed using the question/answer option on the brazosbid website. The deadline for written questions and inquiries is March 6, 2014 @ 10:00 a.m. Contact with any City of Bryan employee or official is prohibited without prior written consent from the Purchasing Supervisor or her designee. Offerors contacting any other employee(s) or official(s) without prior written consent risk elimination of their submittal from further consideration.

The City believes that the data contained in this RFQ is sufficient for the preparation of a SOQ. Requests for additional information will be considered depending on the time frame and the availability of the requested information. Such information will be submitted to all known firms simultaneously through the brazosbid website.

SCHEDULE OF EVENTS	
Release RFQ to Offerors	**February 19, 2014**
Deadline for Questions	**March 6, 2014 @ 10:00am**
SOQ Submission Deadline	**March 18, 2014 @ 2:00pm**
Earliest Award of Contract	**April 8, 2014**

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF BRYAN/CITY – A Home Rule Municipal Corporation.

ENGINEERING – The City of Bryan Engineering Department.

CITY COUNCIL – The elected officials of the City of Bryan, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

ENGINEERING FIRM – A firm licensed in the State of Texas that practices design services.

FIRM – The successful Offeror of this request.

RFQ- Request for Qualifications.

SOQ - Statement of Qualifications.

Receipt of Statement of Qualifications

The submitted SOQ must be received by the Purchasing Department prior to the time and date specified. The mere fact that the SOQ was dispatched will not be considered; the firm must insure that the SOQ is actually delivered. SOQ's received after the date and time specified in the Schedule of Events shall be returned unopened and will be considered void and unacceptable. The Purchasing Department is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

Submittals cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Offeror guaranteeing authenticity. Submittals may not be withdrawn after the closing date.

Submittals will be publicly acknowledged in the Purchasing Department's Conference Room at 1309 E. Martin Luther King St, Bryan, TX 77803 at 2:00 p.m. on the date specified. Offerors, their representative(s), and interested persons may be present. The submittals received will be publicly opened but not read aloud. Submittals shall remain valid for a period of ninety (90) days from the date and time of the submission deadline date.

The original (marked as such) and three (3) copies of the submittals must be submitted. In addition, one electronic version of the submittals must be included in .pdf, Word, or other standard format.

By submitting, the Offeror's certifies that he has fully read and understands this "Request for Qualification" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offeror's own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Offeror's.

Any submittal which does not contain all of the information requested in this RFQ will be considered incomplete and may be rejected by the City of Bryan.

The City of Bryan by statue is exempt from State Sales Tax and Federal Excise Tax, and the proposal price shall not include taxes.

The Offeror shall furnish any additional information as the City of Bryan may require. The City of Bryan reserves the right to make investigation of the qualifications of the Offeror(s) as they deem appropriate.

This RFQ, when properly accepted by the City of Bryan, shall constitute a contract equally binding between the successful Offeror's and the City of Bryan. No different or additional terms will become part of this Contract with the exception of a Change Order.

This RFQ does not commit the City of Bryan to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for services.

Successful offeror agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing inter-local cooperation agreement(s) with the City of Bryan.

Reservations

The City reserves the right to accept or reject any or all SOQs as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Qualifications if found in the best interest of the City. All SOQs become the property of the City of Bryan.

The City reserves the right to retain all SOQs submitted and to use any idea in a submittal regardless of whether that firm or team is selected. Submission of an SOQ indicates acceptance by the firm of the terms and conditions contained in this request for qualifications, unless clearly and specifically noted in the SOQ submitted and confirmed in the contract between the City of Bryan and the firm or team selected.

The City of Bryan may conduct reference checks as needed to evaluate submittals. The City may contact those listed, and inclusion of this listing in your submittal is an agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Service Provider.

Reimbursements
There is no express or implied obligation for the City of Bryan to reimburse responding firms for any expenses incurred in preparing SOQs in response to this Request for Qualifications and the City of Bryan will not reimburse responding firms for the these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification
SOQs must be completed and submitted as required in this document. Certification form must be fully completed. Failure to submit the certification form within the sealed SOQ will result in the SOQ being rejected as non-responsive.

By submitting a SOQ, the vendor certifies that he has fully read and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Vendors.

Standard Contracts
Should this Request for Qualifications include any of the City's Standard Contracts, a statement of willingness to utilize the City of Bryan Standard Agreement for Consulting Services (attached) must be provided. The Firm should review the attached Standard Form of Agreement thoroughly. Firms who are not willing to sign the agreement without modification need not submit.

Communication
The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

Management
Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Payment Terms
Payment will be made in accordance with a negotiated fee schedule.

Negotiations
During the evaluation process, City of Bryan reserves the right, where it may serve the City of Bryan's best interest, to request additional information or clarifications from respondents. At the discretion of the City, all firm(s) reasonably susceptible of being selected based on criteria set forth in this RFQ, may be requested to make oral presentations. Each SOQ must designate the person(s) who will be responsible for answering technical and contractual questions.

Firms' will be ranked in order of preference and final contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

Disclosure

At the public opening, there will be no disclosure of contents to competing firms, and all SOQs will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all SOQs will be open for public inspection after the RFQ process.

Award of the Contract

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

Addenda

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with the firm's response package as acknowledgement of the addendum. Responders are responsible for obtaining all published addenda from the brazosbid website or City of Bryan Purchasing Office. The City assumes no responsibility for the Responder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the SOQ to be rejected. The City's decision to accept or reject any particular SOQ due to a failure to acknowledge and submit addenda shall be final.

If Proposal Results in a Contract, the Following Terms and Conditions Will Apply:

Proposers should be aware that the RFQ and the contents of the successful proposal will become a part of any subsequent contractual document that may arise from this RFQ. In case of discrepancy between the RFQ and the Offeror's Submittals, the RFQ will rule.

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

The contract will remain firm for a **minimum twelve (12) month period** from the date of contract award. The City of Bryan reserves the right to extend this contract for **four (4) additional one-year periods** upon mutual agreement of all parties and deemed in the best interest of the City. Contracts can be cancelled, without penalty, with thirty (30) days written notice of cancellation by the City of Bryan.

The City of Bryan will not accept any contract terms that require pre-payment for services, supplies or equipment.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the City Engineer or his designee for the City of Bryan.

All invoicing shall be submitted in duplicate to the City of Bryan. If invoices are subject to cash discount, discount period is to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices are to be paid in full within 30 days after satisfactory delivery of services and billing.

No public official or City employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.

The Offeror will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

Offerors are advised that all contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinances, State, and Federal Statutes.

The City of Bryan operates and is funded on a fiscal year basis; accordingly, the City of Bryan reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

GENERAL INFORMATION

Background

The City of Bryan is located in Central Texas between Austin and Houston. The City of Bryan was incorporated in 1872. The original square-mile town site now consists of more than 43.4 square miles. The 2009 population estimate for Bryan is 74,654.

The City of Bryan is a home-rule city that operates under the Council-Manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and electrical, water, sewer, and sanitation systems.

City Charter, Council minutes, Budget information, maps and a wealth of miscellaneous information about the City of Bryan can be found online at www.bryantx.gov.

SCOPE OF WORK

The City is requesting qualifications for geotechnical engineering, materials testing, construction inspection services, and other associated services in accordance with the requirements specified herein and including all provisions set forth in the accompanying contract(s).

The City reserves the right to contract with multiple service provider(s) for these and any associated service(s), equipment or technologies.

The Scope of Work contemplated under this RFQ includes, but is not limited to, the following: Geotechnical Engineering Services, Materials Testing and Construction Inspections.

It is the intent of the City to award services pursuant to this RFQ for a period of one (1) year with an option to renew the contract on an annual basis for up to four (4) additional years upon mutual agreement of both parties and deemed in the best interest of the City. Contracts can be cancelled, without penalty, with thirty (30) days written notice of cancellation by the City of Bryan

The City intends to use this contract for multiple projects of various sizes during the term of the agreement. Services awarded the provider will be based on project specific requirements that will be specified on a project-by-project basis and based on a fee schedule to be negotiated and approved by the City prior to the award of an annual contract for services.

The City makes no commitment or guarantee as to the value of expenditures to be awarded during the term of this agreement. The quantities of tests and laboratory analysis will vary with project conditions. The quantity of testing and inspection services anticipated at the beginning of the project may increase or decrease at the request of the City throughout the duration of the work as project circumstances may require.

REQUIREMENTS

SOME or ALL of the following services may be required as part of this contract:

Geotechnical Engineering Services

General Requirements

The services to be provided generally consist of those common to Geotechnical Engineering and will likely include but not be limited to such services as soil sampling (including subsurface borings), testing and classification of soils; and recommendations regarding items such as foundations, pavement design, road base stabilization; utility trench excavation, dewatering and backfill requirements, and any other related Geotechnical services deemed necessary by the City for the design and construction phases of specific projects. All work shall be performed under the guidance and supervision of a Professional Licensed Engineer specializing in Geotechnical Engineering.

The City shall advise the Service Provider of the need for services and shall furnish details of the project(s) for which services are being solicited. The Service Provider shall consult with the City on the Geotechnical requirements for each project and using sound engineering judgment shall make recommendations for a proposed scope of work. Each project shall be performed in strict accordance with the negotiated fees for services established in the annual contract. The City may require a not to exceed cost estimate and time of completion for each specific project based on the above referenced scope of work and anticipated engineering hours.

All reports shall be submitted on Service Provider's letterhead and signed by the licensed engineer representing the Service Provider.

The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the traveling public and workmen, as well as to safeguard the work area in general shall rest with the Service Provider.

The contractor will be responsible for identifying and verifying the location of underground utilities in the work area as required by local, state, and federal regulations.

Materials Testing and Inspection

General Requirements

The services to be provided generally consist of those common to construction materials testing and will likely include but not limited to sampling and testing in accordance with applicable ASTM standards for soils, pavement subgrade, base and asphalt, and concrete. The Service Provider shall be in conformance with ***ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction***; ***ASTM D3666 Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials***; and ***ASTM C1077 Standard Practice for Laboratories Testing Concrete and Concrete Aggregate for Use in Construction and Criteria for Laboratory Evaluation***.

The services may also include the inspection of construction such as foundations, pavements, and water and sewer line installation.

Delivery of Services

The Service Provider's personnel must arrive at the designated construction site not later than 24 hours after notification from the City or construction contractor. Unless otherwise directed, the City representative is to be present at all times of sampling and field testing. Where the Service Provider's personnel are testing materials that are time or age sensitive, such as concrete, mortar, grout, etc., they must arrive at the site within 15 minutes of the time requested by the City or construction contractor (unless otherwise specified herein). In-place testing costs for materials that may be required due to the Service Provider being late or absent will be billed at no greater than the cost of the originally designated test.

Subsequent reports, up to six copies each, resulting from inspection or testing as shown above, must be completed and distributed not later than 48 hours after the test or inspection is performed (unless otherwise specified herein.) The City will advise the Service Provider of information on each project that will include job number or title of which should be shown on the report and the distribution of reports. All reports shall be submitted on Service Provider's letterhead and signed by the licensed engineer representing the Service Provider.

Any variance to requirements or failure of the tests is to be verbally transmitted to the City as soon as they are evident. These failures shall be clearly flagged on the test and laboratory reports.

The Service Provider shall make themselves available seven days a week to deliver services.

FORMAT REQUIREMENTS

The SOQ format should conform to the Selection Criteria (outlined in Exhibit A). Proposals that do not contain straightforward and concise responses to each of the requirement items may be considered incomplete and may be rejected by the City of Bryan.

One (1) original, three (3) copies and one (1) electronic version of the proposal must be submitted in a sealed envelope. *The original must be unbound*. The electronic version of the proposal must be provided in Adobe Acrobat format written to a single CD-ROM, Flash Drive, or equivalent. The electronic version of the proposal must be an exact duplicate of the original hard copy proposal and both must comply with the format requirements of this RFP. Failure to submit in the manner prescribed may cause the proposal to be rejected.

Return current insurance certificates for the City's review.

Return a signed Certification and acknowledge any Addenda issued in response to this RFQ.

STATEMENT OF QUALIFICATIONS and EVALUATION FACTORS

Information supplied in the SOQ in response to the identified project description and proposed scope of work will be evaluated upon the criteria as described below.

	(a)	The competence and qualifications of the individual who will be directly responsible for the proposed work based upon education and experience pertinent to the work considered
	(b)	Technical adequacy of the personnel and sub-consultants to be utilized for the proposed work based upon education and experience pertinent to the work considered.
	(c)	Ability to conform to ASTM D3740, C3666, and C1077.
	(d)	Ability to perform the geotechnical sampling and testing, and the materials testing as is usual and common for the City.
	(e)	Demonstrated experience of the prime firm and sub-consultants based upon previous work similar to that of the type considered.
	(f)	Demonstrated success of the prime firm based upon the record of performance for City and other projects.
	(g)	Demonstrated commitment of the prime firm to their continued involvement in project success throughout the entire period of the project life.
	(h)	Prime firms history of accuracy of cost estimates and ability to perform within budget constraints.
	(i)	Prime firms workload capacity and current workload as well as the firm's history of performing work within a specified schedule.
	(j)	The approach proposed for the design project or study.
	(k)	Knowledge of the City of Bryan administration, contracting, local contractors, codes, adopted design criteria and specifications, and local site conditions.
	(l)	Demonstrated ability of key team personnel to work with City staff and/or other project managers in relation to the schedule and budget requirements, comments, suggestions, design rationale, and project alternatives.
	(m)	Deduction taken for past history with the City for failure to meet deadlines.

If criteria "a" thru "m" result in two or more firms being rated equal, then the following tie procedure shall be utilized:

(i) Local firms are preferred over non-local firms;
(ii) Non-local firms who associate with a local firm for the work are preferred over non-local.

CERTIFICATION/AUTHORIZATION/ACKNOWLEDGEMENT FORM

CERTIFICATION and AUTHORIZATION

The undersigned affirms that they are duly authorized to execute this contract, that this SOQ has not been prepared in collusion with any other firm, and that the contents of this SOQ have not been communicated to any other firm prior to the official opening of this SOQ. Additionally, the undersigned affirms that the Firm is willing to sign the enclosed Standard Form of Agreement (Exhibit B, if applicable).

Signed By: _____ Title:_____Date:_____

Typed Name: _____ Company Name:_____

Phone No.: _____ Fax No.:_____

Bid Address:_____
P.O. Box or Street City State Zip

Order Address:_____
P.O. Box or Street City State Zip

Remit Address:_____
P.O. Box or Street City State Zip

Email: _____ Federal Tax ID No.: _____

ACKNOWLEDGEMENT

THE STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned, on this day personally appeared _____, known to me to be the person and officer whose is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, A.D., 2014.

_____
Notary Public

_____
In and For the State of Texas

EXHIBIT A

SELECTION EVALUATION CRITERIA

SELECTION EVALUATION CRITERIA

The following is a description of items to receive consideration in the evaluation of submittals in response to a solicitation for Request for Qualifications (RFQ) for providing Engineering Services to the City of Bryan. Evaluation points associated with each Consideration Item are specific to each RFQ solicited and some Consideration Items may not be applicable to some solicitations. Wherever used "prime firm" denotes a single firm or a joint venture submitting as the prime contract consultant. Limitations on volume of requested information apply equally to single firms and joint ventures, regardless of the number of firms partnering in the joint venture. Submittals with an excess volume of information may be rejected as non-responsive. Wherever used, "page" refers to single-sided, single spaced, 10-point minimum font printed on 8-1/2 x 11 inch pages. The inclusion of specific professional expertise into the project team by subcontract is encouraged; however, since the prime firm is the entity that is rated in many of the Consideration Items it is expected that a significant portion of the work is actually performed by the prime firm.

Consideration Item (a): ***The competence and qualifications of the individual who will be directly responsible for the proposed work based upon education and experience pertinent to the work considered.***

City is interested in the individual's experience as a project team leader on projects similar to that described in the solicitation. Only one individual should be designated and must be employed by the prime firm and not by a subconsultant. Demonstrate project management experience, technical competency, qualifications and compliance with legal requirements by providing a resume that reflects:

(1) educational background;
(2) license status if applicable, to include Texas registration number and expiration date of architect, engineer, or surveyor assuming professional responsibility on the project or study;
(3) continuing education efforts exhibited by involvement in short courses and professional seminars, including teaching;
(4) technical publications including books, papers or presentations;
(5) participation in technical code or standard or similar policy-generating efforts;
(6) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individual; and,
(7) descriptions and examples of specific projects or studies of a similar nature by the individual as described in the solicitation and his/her role in the work. This should include at a minimum the following information: Project name/location, Project Description, Firm name work performed under, Year completed, Owner representative's name, title, address, and phone number.

Consideration Item (b): ***Technical adequacy of the personnel and subconsultants to be utilized for the proposed work based upon the education and experience pertinent to the work considered.***

City is interested in the technical qualifications and experience of the individual project team members of the prime consultant or subcontractor firms who will actually be performing work on the project or study described in the solicitation. Demonstrate

technical competency, qualifications and compliance with legal requirements by providing resumes that reflect:

(1) educational background;
(2) license status if applicable, to include Texas registration number and expiration date of architects, engineers, or surveyors performing work and supervising subordinates in the production of design or study efforts;
(3) craft or applicable licenses, i.e., such as engineer-in-training, engineer technician, plumber, or master plumber, electrical, water, wastewater, HVAC, etc., to include Texas license numbers and expiration date;
(4) continuing education efforts exhibited by involvement in short courses and professional seminars, including teaching;
(5) technical publications including books, papers or presentations;
(6) participation in technical code or standard or similar policy-generating efforts;
(7) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individuals; and,
(8) descriptions and examples of specific projects or studies of a similar nature by the individuals as described in the solicitation and their role in the work.

Consideration Item (c): ***Ability to conform to ASTM D3740, C3666, and C1077***

City is interested in discussion regarding ability to conform to the minimum technical requirements of testing laboratory personnel and minimum technical requirements of laboratory equipment utilized in testing as compared with the above criteria.

Consideration Item (d): ***Ability to perform the geotechnical sampling and testing, and the materials testing as is usual and common for the City.***

City is interested in types of geotechnical subsurface sampling and type of laboratory tests the prime firm is capable of performing. Similarly the City is interested in the types of material testing that the prime firm is capable of performing. This item of consideration should also include a listing **in the APPENDIX of the SOQ** of sampling and testing (with the associated ASTM designation) methods the prime firm is able to perform

Consideration Item (e): ***Demonstrated experience of the prime firm and sub-consultants based upon previous work similar to that of the type considered.***

City is interested in the Firm's history with similar projects or studies as described in the solicitation. List no more than five projects or studies for each firm meeting these criteria that have been completed within the last five years. Include the project or study description, name of the team leader, description of the prime firm's role, cost of the project or study, year of the work, and name and phone number of the agency contact who can respond to questions about the work.

(1) General description of prime firm and subconsultants;
(2) applicability of projects or studies similar in nature as described in the solicitation;
(3) role of firm with the project or study;
(4) prime firm's quality assurance procedures for design, study, or plan;

(5) procedures for assurance of project compliance with program requirements, codes, ordinances, regulations, standards, etc.; and,
(6) program of construction administration and experience.

Consideration Item (f): ***Demonstrated success of the prime firm based upon the record of performance for City or other projects.***

City is interested in the prime firm's success and performance record related to projects or studies for the City of Bryan or other entities. List no more than five projects. Projects other than those listed in Consideration Item (c) may be submitted which are not necessarily similar in nature to those described in the solicitation. For other projects or studies to be considered, include the project or study description, name of the team leader, description of the prime firm's role, cost of the project or study, year of the work, and name and phone number of the agency contact who can respond to questions about the work. Known projects, other than those listed, may be checked for the firm's record of performance for:

(1) quality, clarity and thoroughness of bid documents;
(2) number of change orders due to design errors or omissions;
(3) conformance with project objectives and program requirements; and,
(4) coordination with applicable parties.

Consideration Item (g): ***Demonstrated commitment of prime firm to their continued involvement in project success throughout the entire period of the project life.***

City is interested in the prime firm's continued responsiveness and dedication to the success of the project throughout the entire life of the project. Projects listed in Consideration Item (c), Consideration Item (d), or other known projects or work will be considered for:

(1) oversight and responsiveness of the prime firm throughout the design and construction or implementation period of the project or study; and,
(2) interaction of the prime firm with the contractor, owner, regulatory agencies, citizens, etc.

Consideration Item (h): ***Prime firm's history of accuracy of cost estimates and ability to perform within budget constraints.***

City is interested in the accuracy and dependability of projected cost estimates and the ability of the prime firm to be sensitive and responsive to project or study budget constraints. List project budgets, pre-bid cost estimates, and bid ranges from low to high bid for projects listed in Consideration Item (c) or Consideration Item (d). Information may also be submitted documenting design alternates or other efforts initiated by the consultant firm to be responsive to budget constraints, including:

(1) prime firm's record related to the accuracy and dependability of project cost estimates; and,
(2) measures initiated by the prime firm to demonstrate a responsiveness to budget constraints; and,
(3) procedures utilized by the prime firm for assuring accuracy of cost estimates and design within budget constraints.

Consideration Item (i): ***Prime firm's workload capacity and current workload as well as the firm's history of performing work within a specified schedule.***

City is interested in the ability of the prime firm to dedicate the necessary resources to the work described in the solicitation. City reserves the right to visit the location of the prime firm to verify the capabilities and resources, including:

(1) capabilities of the proposed project team and approach for handling multiple projects simultaneously at various stages of development;
(2) coordination efforts and procedures of team members not located at the same location;
(3) contingency plan and ability of the prime firm to sustain a loss of a key team member without compromising project quality, schedule or budget considerations;
(4) current workload capacity (manpower and dollar volume), current workload and anticipated future workload for which the prime consultant is engaged or expects to begin in the near future;
(5) scheduling methods utilized to manage personnel and resources; and,
(6) physical resources in terms of office space, computers, software, plotters, and other equipment.

Consideration Item (j): ***The approach proposed for the design project or study.***

City is interested in the team's organizational structure and work plan for accomplishing the work as described in the solicitation. Time is of the essence for this project; therefore, it is important to streamline the projected time frame while still being realistic. The City will consider:

(1) organization and structure of the project team;
(2) project leadership and reporting responsibilities;
(3) subconsultant's role is adequately defined;
(4) interface potential with City's project management;
(5) the coordination plan with user groups, citizens, regulatory agencies, etc.; and,
(6) the work plan indicating approach for accomplishment of project, identified options, proposed solutions, and timeline for each phase of work.

Consideration Item (k): ***Knowledge of the City of Bryan administration, contracting, local contractors, codes, adopted design criteria and specifications, and local site conditions.***

City is interested in the ability of the prime firm to provide plans and specifications or study documents that take into account the uniqueness and specifics of the local area. Briefly describe the prime firm's experience and knowledge of the listed City of Bryan local conditions and considerations, including:

(1) site development, building permit, and other code requirements;
(2) building material availability and use;
(3) environmental issues and considerations;
(4) public awareness and involvement in local project development;
(5) local design standards and construction specifications; and,
(6) specific issues related to this project that the City of Bryan may need to consider.

Consideration Item (l): ***Demonstrated ability to work with City staff and/or other project managers related to schedule and budget requirements, comments, suggestions, design rationale, and project alternatives.***

City is interested in the ability of the prime firm to be responsive and cooperative with the City staff, and/or other project management for the benefit of project and the citizens of Bryan. Provide examples that:

(1) identify specific instances when the prime firm was responsive to issues related to budget considerations, comments, suggestions, design rationale, project alternatives or other issues; and,

(2) list those instances where agreement with the City staff and/or other project management was not achievable and the outcome or position of the prime firm.

Consideration Item (m) Deduction taken for past history with the City for failure to meet deadlines.

City will consider the past history of the prime firm with regard to its ability to meet deadlines outlined in previous projects awarded to that firm.

EXHIBIT B

STANDARD FORM OF AGREEMENT CONTRACT

CONTRACT FOR ENGINEERING SERVICES

This Contract, dated _____, 2014, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and a corporation (the Engineer), whereby the Engineer agrees to provide the City with certain professional services as described herein and the City agrees to pay the Engineer for those services.

1. Scope of Services

In consideration of the compensation stated in paragraph 2, the Engineer agrees to provide the City with the professional services as described in **Attachment A, Scope of Services**, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **"RFQ #14 -032 Geotechnical Engineering, Materials Testing and Construction Inspection Services".**

2. Payment

In consideration of the Engineer's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Engineer according to the terms set forth in **Attachment B, Cost Proposal**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract may not exceed **$** .

3. Time of Performance

A. All design work and other professional services provided under this Contract must be completed in accordance with "Delivery of Services" section of the RFQ.

B. **Time is of the essence of this Contract.** The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified design professional, the Engineer warrants that the information provided by the Engineer reflects high professional and industry standards, procedures, and performances. The Engineer warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, is pursuant to a high standard of performance in the profession. The Engineer warrants that the Engineer will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not

constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.

D. The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Engineer shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Engineer's negligence.

F. Release. The Engineer releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Engineer or its employees and any loss of or damage to any property of the Engineer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Engineer 's negligent performance of the work. Both the City and the Engineer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

G. The Engineer, the Firm and its employees shall not be financially interested directly or indirectly in any construction, equipment or supply contract resulting from the professional design services provided herein. By signing, the service provider agrees to these requirements and further agrees that all design work and completed specifications will be prepared in a manner that fully sustains open, unrestricted competition as the City seeks sealed competitive bids on the completed work product.

5. Engineer's Insurance

The Engineer agrees to maintain, on a primary basis, for the duration of this contract the insurance coverage's and limits as described below. The Engineer must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect within 5 business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five business days **may cause the contract to be rejected.** The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Engineer, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Engineer under the Agreement.

A. **Commercial General Liability Insurance** – Limit of liability not less than $1,000,000 per occurrence Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Engineers.

B. **Professional Liability Insurance** – Limit of liability not less than $1,000,000 per occurrence Engineer agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Engineer or any person employed or acting on the Engineer's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will

be purchased with a minimum reporting period not less than two years after the completion of this contract. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

C. **Business Automobile Liability Insurance** – Limit of liability not less than $1,000,000 per occurrence Engineer agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirement shall be amended to allow the Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

D. **Workers' Compensation Insurance & Employers' Liability Insurance** – Statutory & $500,000/$500,000/$500,000. The Engineer agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Engineer shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

E. **Additional Insured Endorsements** The Engineer agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the worker's compensation, employer's liability and professional liability policy.

F. **Waiver Of Subrogation** Waiver of subrogation in favor of the City of Bryan for each required policy. When required by the insurer or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

G. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** Engineer shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

H. **Subcontractor's Insurance** The Engineer shall agree to cause each subcontractor employed by Engineer to purchase and maintain insurance of the type specified, provided the Engineer's insurance does not afford coverage on behalf of the subcontractor.

I. **Certificate Of Insurance** Engineer shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company

with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Engineer shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Engineer until coverage is reinstated. If the Engineer fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Engineer's expense.
Certificates and notices should be given to the City at the following address:

City of Bryan
Attn: Risk Management Department
300 S. Texas Ave.
Bryan, TX 77803

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

6. Termination

A. The City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the Engineer's receipt of such notice, the Engineer shall cease work immediately. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Engineer fails to fulfill its obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan
Attn: Paul Kaspar
P.O. Box 1000
Bryan, Texas 77805

The Engineer:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.

F. The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

APPROVED FOR PROCESSING:

Prepared and Recommended:

_____
W. Paul Kaspar, P.E., City Engineer

Date:_____

Jayson Barfknecht, Ph.D, P.E.
Director of Public Works

_____

Date:_____

APPROVED AS TO FORM:

_____
Janis Hampton, City Attorney

Date:_____

CITY OF BRYAN:

_____
Kean Register, City Manager

Date:_____

_____
Jason P. Bienski, Mayor

Date: _____

ATTEST:

_____
Mary L. Stratta, City Secretary

Date: _____

FIRM:

By: _____

(FIRM's – Corporate Seal)

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____ on behalf of _____.

_____
Notary Public in and for the State of Texas

EXHIBIT C

CLIENT REFERENCES

CLIENT REFERENCES

References: The City of Bryan will conduct reference checks as needed to evaluate SOQ's. The City may contact those listed, and inclusion of this listing in your SOQ is agreement that the City may contact the named reference. *The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.*

All reference checks must show that the successful firm is in good standing with their current and previous customers. All firms are required to provide a **minimum of five (5)** reference(s) from current and recent clients of similar size (and/or projects recently completed of similar size and scope.)

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

Exhibit B

Statement of Qualifications

to Perform Geotechnical Engineering, Materials Testing and Construction Inspection Services for the City of Bryan RFQ# 14-032

Queen Theater

Temple Freda

Masonic Lodge

Palace Theater

Astin Building

Presented to

City of Bryan
The Good Life, Texas Style.

March 18, 2014

Terracon Consultants, Inc.
6198 Imperial Loop
College Station, Texas 77845
(979) 846 3767

Environmental ■ Facilities ■ Geotechnical ■ Materials

March 18, 2014

Terracon

Ms. Susan Chmelar
City of Bryan, Purchasing Department
1309 E. Martin Luther King Street
Bryan, Texas 77803

Re: Request for Qualifications to Perform Geotechnical Engineering, Materials Testing and Construction Inspection Services for the City of Bryan - RFQ# 14-032

Ms. Chmelar

Terracon's College Station office is ready and available to meet the needs of the City of Bryan for multiple projects of various sizes by providing geotechnical engineering and construction materials testing and inspection services. We have personnel that have focused experience on various project types. This experience includes roadways, paving, drainage; water, wastewater; storm water; bridges; parks; and buildings. Our experience in these areas will be a great benefit to the City of Bryan's team.

Terracon has worked with the City of Bryan on many infrastructure and building projects. We are asking for the opportunity to continue to support the city by providing geotechnical engineering and construction materials testing and inspection services for this contract. Terracon has extensive experience providing construction materials testing services to support similar infrastructure projects. We understand the need to have an experienced firm provide the necessary quality control testing of materials to insure that the city's projects are successful. **Terracon is that firm.**

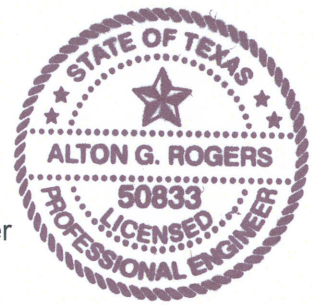
Benefits to working with Terracon include:

- **Responsive:** Acting quickly to meet your deadlines, our employee owners are always available to you. With a convenient location in College Station, we are able to mobilize a workforce to respond to accelerated schedules and your changing needs.
- **Resourceful:** Applying new processes, methodologies, and techniques allows us to take a proactive approach to solving project challenges.
- **Reliable:** With experience working in local conditions, Terracon is a dependable partner throughout the life of your project. We deliver practical and constructible solutions, while avoiding delays, surprises, and costly mistakes down the road.

We are confident that Terracon will provide the City of Bryan with outstanding service and look forward to working with you and your staff should we be selected for this contract. If you have any questions regarding the attached statement of qualifications please contact me at 979-314-1729. Thank you for your time and consideration.

Sincerely,
Terracon Consultants, Inc.

Alton G. Rogers, P.E.
College Station Office Manager



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Terracon

Environmental • Facilities • Geotechnical • Materials

Item A
Qualifications of Team Leader

Item A Qualifications of Team Leader

Terracon's proposed Project Team Leader, Mr. Alton Rogers, P.E., is Terracon's College Station office manager. He has over 35 years of experience, and is a registered professional engineer in Texas. Mr. Rogers has the responsibility and authority to allocate resources from all Terracon's Texas offices. He is responsible for allocating the necessary team members to perform geotechnical engineering and construction materials testing/inspection services for city projects. It is under his leadership that Terracon will work with the City of Bryan to meet project schedules and budget milestones.

As Team Leader, Mr. Rogers will be responsible for directing both the geotechnical engineering and materials testing operations. Terracon understands that the scope of services for this RFQ consists of those common to geotechnical engineering and materials testing for including those described in Items C and D of this statement of qualifications. Mr. Rogers is well qualified to direct and manage all geotechnical and materials testing operations and to successfully complete each assigned project. He has extensive experience in the management of various types of municipal, governmental, commercial, and institutional projects.

Mr. Rogers has successfully served as Team Leader on multi-site task order contracts. He has demonstrated a record of meeting client's expectations and completing projects as scheduled within a specified budget. His experience with municipal projects has enabled him to understand and follow the requirements of government administration.

He has a wide range of testing experience with soils, concrete, and asphalt and has conducted numerous geotechnical engineering studies for commercial, industrial and governmental projects throughout Texas. Much of Mr. Rogers' experience stems from 18 years as the owner and senior engineer of an engineering firm which provided geotechnical, construction materials testing, structural, civil and environmental consulting services throughout the Bryan/College Station area. This wide variety of consulting experience lends itself to providing exceptional project management.

Mr. Rogers has been involved in many types of geotechnical projects. These projects include landfills and transfer stations, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, education facilities, residential subdivisions and retail centers.

In addition to his geotechnical experience, Mr. Rogers is also knowledgeable with infastructure projects including pavement design, engineered pavement management systems, drainage analysis, water and sewer line site extension, traffic control plans and erosion control plans. He is experienced in preparing hydrologic and hydraulic analyses and providing quality control review of foundation designs.

Mr. Rogers has managed many large construction material testing and inspection projects for commercial, institutional and public sector clients. His experience also includes inspection and recommendations for earthwork, soil stabilization; and concrete inspection and evaluation

Mr. Rogers resume is included in Item B. His resume includes his educational background, license status, additional education, publications, and project experience.

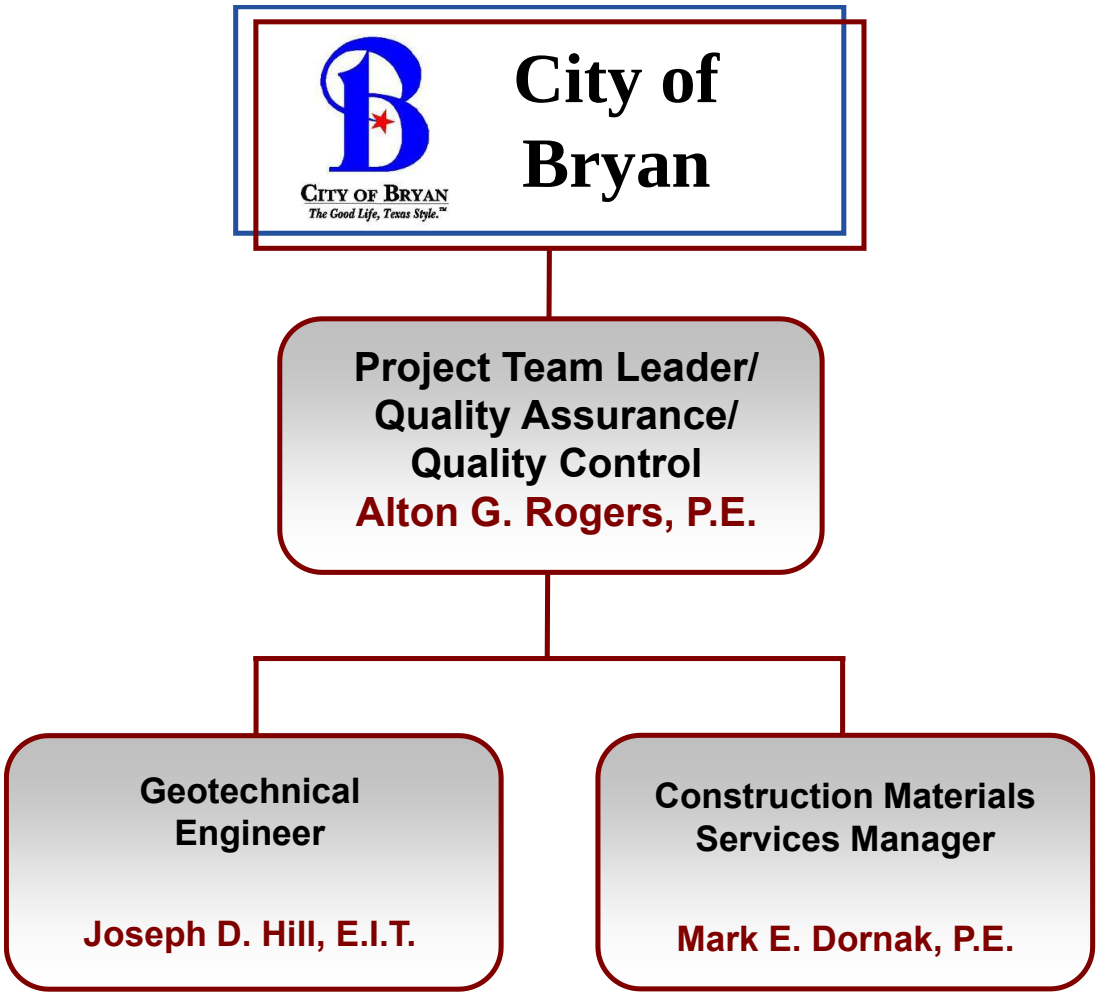
Item B
Key Personnel

Item B Key Personnel

We believe that there are two essential reasons for Terracon's success. One is the quality of the work we produce and the other is the quality of our staff. Ultimately, our ability to meet the City of Bryan's project objectives will depend upon the Terracon professionals who represent the company and work with you on your projects. We are proposing a highly credentialed team that has specific and relevant experience on similar types of projects. They have direct experience working in the roles prescribed for your projects. They also have a record of on-time, on-budget delivery of projects similar to those the City of Bryan will be undertaking.

Organizational Chart

Terracon has proposed an experienced team that has the necessary specialized experience to meet the City of Bryan's project goals. Our team experience with providing geotechnical engineering, construction materials testing/inspection services will allow the City of Bryan to be confident that their project will incorporate economical solutions and meet the required schedules. Our proposed organizational chart shows the lines of communication and the role of each member of the team.



Resumes

Following this page are comprehensive resumes for Terracon's key personnel who will manage or participate with the City's projects. Each of these individuals has extensive experience working both within their discipline as well as working with geotechnical or materials testing projects in the public and private sectors. The resumes are written to indicate the individual's relevant experience, their education and professional credentials.

Alton G. Rogers, P.E.
Project Team Leader/Geotechnical Engineering and Materials Testing and Construction Inspection Services Quality Assurance/Quality Control

Joseph D. Hill, E.I.T.
Geotechnical Engineer

Mark E. Dornak, P.E.
Construction Materials Services Manager

ALTON G. ROGERS, P.E.
COLLEGE STATION OFFICE MANAGER

PROFESSIONAL EXPERIENCE

Mr. Rogers serves as office manager of Terracon's College Station, Texas office. He has over 35 years experience in the engineering industry and vast knowledge in geotechnical engineering, municipal planning, design, contract administration, and project management experience in the Central Texas area. Much of Mr. Rogers' experience stems from 18 years as the owner and senior engineer of an engineering firm which provided geotechnical, construction materials testing, structural, civil and environmental consulting services. His wide variety of consulting experience lends itself to providing exceptional project management. Geotechnical projects that Mr. Rogers has been involved include landfills and transfer stations, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, education facilities, residential subdivisions and retail centers.

Mr. Rogers experience includes procuring projects that included pavement design. He has been instrumental in the implementation and maintainance of the MicroPAVER system at the municipal level. MicroPAVER is an Engineered Pavement Management System (EPMS) designed to effectively track street maintenance needs.

His knowledge and experience includes drainage analysis, water and sewer line site extension, traffic control plans and erosion control plans. He is experienced in preparing hydrologic and hydraulic analyses and providing quality control review of foundation designs.

PROJECT EXPERIENCE

MUNICIPALITIES

- City of College Station, Texas
  - University Park Parking Expansion – Paving, Utilities, and Drainage Recommendations
  - City of College Station
- City of Bryan, Texas
  - Oxford Street Utilities Rehabilitation – Paving, Utilities, and Drainage Recommendations
- City of Brenham, Texas
  - Atlow Subdivision Rehabilitation Program – Paving and Utilities Recommendations
  - Brenham Landfill – Geotechnical Investigative Report for 300 Acre Landfill
  - Brenham Transfer Station – Foundation Recommendations
  - Brenham Water Treatment Plant Expansion – Foundation Recommendations
  - Brenham Wastewater Treatment Plant Expansion – Foundation Recommendations
  - Brenham Airport Runway Expansion Project – Pavement Recommendations

Education
Bachelor of Science, Civil Engineering, 1976, Texas A&M University

Registrations
Professional Engineer No. 50833, Texas

Certifications
Certified Floodplain Manager (CFM) Texas #1813-10N

Certified Stormwater Manager (APWA)

Affiliations
National Society of Professional Engineers

American Society of Civil Engineers

American Public Works Association

Texas Floodplain Management Association

Work History
Terracon Consultants, Inc., Bryan/College Station
Office Manager/Senior Engineer
May 2011 - Present

City of Bryan
Assistant Director of Public Works
August 2007 – March 2011

Gessner Engineering
Senior Civil/Geotechnical Engineer
November 2003 – August 2007

Rogers Engineering Services,
Owner/Senior Engineer
June 1992 – November 2003

Pledger Kennedy Rogers Kalkomey
Partner/Geotechnical Engineer,
August 1985 – June 1992

Brent Rauhut Engineering, Inc.
Senior Geotechnical Engineer
May 1982 – August 1985

Espey Huston & Associates
Graduate Engineer
September 1980 – May 1982

Lockwood, Andrews & Newnam, Inc
Graduate Engineer
July 1976 – September 1980

UNIVERSITIES

- Texas A&M University – College Station, Texas
  - Houston and Coke Streets – Pavement and Utilities
  - George and Barbara Bush Memorial Garden – Foundation Recommendations
  - Veterinary Medical Research Building Addition – Foundation Recommendations
  - Emergency Operations Training Center – Foundation Recommendations
  - Preliminary Investigation of the Bonfire Collapse

- Prairie View A&M University – Prairie View, Texas
  - Jessie & Mary Gibbs Jones Agricultural Research Building – Paving, Utilities and Foundation

- Prairie View A&M University – Prairie View, Texas (Continued)
  - Poultry Complex – Foundation Recommendations
  - Harrington Science Building – Pavement Rehabilitation and Recommendations
  - University Village Phase 1 & 2 – Pavement, Utilities and Foundation Recommendations

- Blinn College – Brenham, Texas
  - Blinn College Student Center – Paving, Utilities and Foundation
  - Leroy Dreyer Baseball Field – Paving, Utilities and Foundation
  - Blinn College Park Apartments – Paving, Utilities and Foundation

COMMERCIAL

- Bluebonnet Electric Co-op Centers – Paving, Utilities & Foundations – Bastrop, Giddings, Brenham, Manor, TX
- Bluebonnet Electric Co-op Corporate – Paving, Utilities & Foundations – Bastrop, TX
- Brookshire Brothers Grocery Stores – Paving, Utilities & Foundations – Various Locations, TX (Wimberly, Onalaska, Lorena, Cuero,TX)
- Blue Bell Creameries Cold Storage Facilities – Paving & Utilities – Various Locations in Texas
- Blue Bell Creameries Plant Expansion - Foundation Recommendations – Brenham, TX
- Blue Bell Creameries Management Office – Foundation Recommendations – Brenham, TX
- Mount Vernon Mill Plant – Foundation Recommendations – Cuero, TX

Presentations

Alton G. Rogers, Texas Public Works 2010 Annual Conference, Going Green: Sustainability Management for Local Governments, June 21, 2010.

Alton G. Rogers, Texas Public Works Short Course, Transportation Fee for Street Maintenance Funding, February 8, 2011.

Alton G. Rogers, Texas Public Works Short Course, Outsourcing of Public Works Services Discussion Panel, February 8, 2011.

Alton G. Rogers, Texas Public Works Short Course, The Pros/Cons of Outsourcing Municipal Resources and Services - Case Study, February 8, 2011.

Alton G. Rogers, Texas Public Works Short Course, “Texas Aggie Bonfire – What We Learned”, February 4, 2013.

Alton G. Rogers, 21st Annual Building Communities, Conference, “Methodologies of Sustainable Pavements”, September 28, 2013.

JOSEPH D. HILL, E.I.T.
STAFF ENGINEER

PROFESSIONAL EXPERIENCE
Mr. Hill serves as a Staff Engineer in Terracon's College Station office. His experience ranges from Construction Materials Engineering to Geotechnical Engineering for a variety of projects.

Mr. Hill's responsibilities as a Geotechnical Engineer include coordination of field personnel, communication with the client, generation of geotechnical engineering reports, evaluating laboratory soil testing, and scheduling and managing field personnel.

Mr. Hill's responsibilities as a Staff Engineer include pre-construction documentation, project budget analysis, technical report review, project billing, daily/weekly reporting with clients, attending pre-construction meetings, budget review, and job-site visits. He has experience managing projects in both the construction and geotechnical fields.

Mr. Hill has been involved in construction material testing projects that include residential subdivisions, retail centers, commercial buildings, educational buildings, and pavements.

PROJECT EXPERIENCE

Pavement
- Downtown Street Improvements – Navasota, Texas (CMT)
- University Park Parking Additions – College Station, Texas (GEO)
- Holland Ridge Subdivision – Navasota, Texas (CMT)
- Sunset Park – Navasota, Texas (CMT)
- Blue Bell Creameries Parking Addition – Brenham, Texas (GEO)
- College Station Hike and Bike Trail – College Station, Texas (GEO)
- Concrete Maturity Meter Testing – Winnie, Texas (CMT)

Public
- BTU South Loop Project – Brazos County, Texas (GEO)
- Animal Control Facility Expansion – Rosenberg, Texas (GEO)
- Yegua Creek Water Treatment Plant – Somerville, Texas (GEO)
- Lift Station and Sewer Line Improvements – Groesbeck, Texas (GEO)
- Personville Ground Water Treatment Plant – Personville, Texas (GEO)

Commercial
- Livestock Barn – Navasota, Texas (GEO)
- Compressor Skids – Jewett, Texas (GEO)
- Blue Bell Creamery Cold Storage Facility–Brenham, Texas (GEO/CMT)
- Hurricane Ike Generator Additions – Brazos County, Texas (CMT)

Retail / Mixed-Use
- Goodwin-Lasiter Center – Bryan, Texas (CMT)
- Freddy's Frozen Custard – Bryan, Texas (GEO)
- Carl's Jr. – Bryan, Texas (GEO)
- Family Dollar – Somerville, Texas (GEO)
- Dollar General – Bryan, Texas (GEO)

Education
Bachelors of Science, Civil Engineering, 2009, Texas A&M University, College Station, Texas

Master of Engineer, Civil Engineering, 2011, Texas A&M University, College Station, Texas

Registrations
Engineer In Training, #45242, Expires 6/8/2019

American Concrete Institute, Level I

TxDOT, SB101, SB102, SB103

Post Tensioning Institute, Level 1Unbonded PT Inspector

Affiliations
American Society of Civil Engineers

American Concrete Institute

Post Tensioning Institute

Work History
Terracon, College Station, Texas, Staff Engineer, 2010-present

Bleyl and Associates, Bryan, Texas, Intern, 2009-2010

Education

- Leon ISD Elementry School Addition – Leon, Texas (GEO)
- Rudder High School Greenhouse Project – Bryan, Texas (CMT)
- TAMU Library Storage Facility (Riverside) – Bryan, Texas (GEO)
- TAMU Hazardous Waste Building Addition – College Station, Texas (GEO)

Residential

- Campus Village Apartments, Phase 1B – College Station, Texas (GEO)
- Quality Inn & Suites – Bryan, Texas (CMT)
- The Cottages Irrigation Pond – College Station, Texas (GEO)

MARK E. DORNAK, P.E.
PROJECT ENGINEER

PROFESSIONAL EXPERIENCE
Mr. Dornak serves as a Project Engineer in Terracon's College Station office. His experience ranges from Construction Materials Engineering to Project Management for a variety of projects.

Mr. Dornak's responsibilities as a Construction Materials Engineer include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

Mr. Dornak's responsibilities as a Project Manager include pre-construction documentation, project budget analysis, technical report review, project billing, daily/weekly reporting with clients, attending pre-construction meetings, budget review, and job-site visits. He has experience managing a wide range of projects in both the construction and geotechnical fields.

Mr. Dornak has been involved in construction material testing projects that include residential subdivisions, retail centers, medical, biopharmaceutical, commercial buildings, educational buildings, and pavements.

PROJECT EXPERIENCE

Pavement
- Easterwood Apron Expansion – College Station, Texas
- State Highway 6 South Expansion – Brazos County, Texas
- W.D. Fitch Parkway Widening, Phase 2 – College Station, Texas
- Parking Area 36 Reconstruction (TAMU) – College Station, Texas
- Muckelroy Road – Bryan, Texas
- Crescent Pointe Turning Lane – College Station, Texas
- College Station Hike and Bike Trail, College Station, Texas

Public
- Brazos County Exposition Center – Bryan, Texas
- Bee Creek Park Channel Improvements – College Station, Texas
- Dansby BTU Power Plant Addition – Bryan, Texas
- Limestone Substation – Limestone County
- College Station Fire Station #3 – College Station, Texas
- Robertson County Water Supply – Robertson County, Texas
- Easterwood Airport Ramp Rehabilitation – College Station, Texas
- Downtown Parking Garage and Office Building – Bryan, Texas
- Caldwell Public Library – Caldwell, Texas
- Caldwell Fire Station – Caldwell, Texas
- NATGUN Water Storage Tank – Bryan, Texas

Commercial
- Sanderson Farms Silos – Franklin, Texas
- Oak Grove Power Plant – Franklin, Texas
- Groesbeck Water Treatment Plant – Groesbeck, Texas

Education
Bachelors of Science, Civil Engineering, 2007, Texas A&M University, College Station, Texas

Registrations
Professional Engineer, No. 111375, Exp. 03/31/14
American Concrete Institute, Level I
Post-Tensioning Institute, Level I

Affiliations
American Society of Civil Engineers
American Concrete Institute
Post-Tensioning Institute
Society of Military Engineers

Work History
Terracon, College Station, Texas, Project Engineer, 2007-present

Spencer J. Buchanan Associates, Bryan, Texas, Intern, 2007

United States Marine Corps Reserves, San Antonio, Texas, 1998-Present

Unites States Marine Corps (Active Duty), Camp Lejeune, North Carolina, 1992-1998

- Ridge Substation – Ridge, Texas
- Brazos Valley Bank Drive Thru – Bryan, Texas
- Aggieland Business Park – College Station, Texas
- First Victoria Bank – College Station, Texas

Retail / Mixed-Use
- Gateway Retail Center, Phase 2B – College Station, Texas
- Colony Park Shopping Center – Bryan, Texas
- Lowe's of College Staion – College Station, Texas
- Walgreens Booneville Road. #12838 – Bryan, Texas
- Cracker Barrel – Bryan, Texas
- Los Cucos Mexican Restaurant – Bryan, Texas
- Briar Meadows Office Park – Bryan, Texas
- Love's Travel Stop – Hearne, Texas

Education
- Arthur C. Davila Middle School – Bryan, Texas
- Texas A&M University., Mitchell Physics Building – College Station, Texas
- Clayton Williams Jr. Alumni Center – College Station, Texas
- Madisonville High School Expansion – Madisonville, Texas
- Jane Long Middle School Improvements – Bryan, Texas
- Sam Rayburn Middle School Improvements – Bryan, Texas
- Kemp/Carver Elmentary School – Bryan, Texas
- New College Station High School – College Station, Texas

Medical/Biopharmaceutical
- St. Joseph's Medical Office – Bryan, Texas
- St. Joseph's Regional Health Center, Neurology/Orthopedic Renovation – Bryan, Texas
- G-Con Green Vax Facility – Bryan, Texas

Petrochemical
- ConocoPhillips Expansion – Bryan, Texas

Private
- Smith Lake Earthen Dam - Carlos, Texas

Non-Profits
Texas 4-H Headquarters

Residential
- King Oaks Subdivision – Iola, Texas
- Traditions Club, Phase 12 & 13 – Bryan, Texas
- Austin's Colony, Phase 11 through 13 – Bryan, Texas
- Wave's Cabana Village – Bryan, Texas
- Artisan at Bryan – Bryan, Texas
- The Isle at Watercreast – Bryan, Texas
- Crestview Assisted Living – Bryan, Texas
- Campus Villeage Apartments, Phase 1 – College Station, Texas

Item C
Ability to Conform to ASTM

Item C Ability to Conform to ASTM

College Station Laboratory

Terracon's College Station materials testing laboratory is an AASHTO Accredited lab in concrete and masonry and is currently in the process of being AASHTO accredited in soils, asphalt and aggregates. A complete list of specific accreditations that the College Station laboratory maintains is listed below.

Quality Systems
R18, C1077 (Concrete), E329 (Concrete)

Concrete
M201, R60, T22, T23, T24, T97, T119, T121, T152, T160, T196, T231 (7000 psi and below), T309, C31, C39, C42, C78, C138, C143, C157, C172, C173, C231, C511, C617 (7000 psi and below), C805, C1064, C1231 (7000 psi and below), C1260, C1542, C1567

Masonry
C511 (Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes)
C780 (Annex 6) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry)
C1019 (Sampling and Testing Grout)

The following is a copy Terracon's College Station materials testing laboratory AASHTO certificate.

American Association of State Highway and Transportation Officials

AASHTO Accreditation Program Certificate of Accreditation

This is to signify that

Terracon Consultants, Inc.

in

College Station, Texas

has demonstrated proficiency for the testing of construction materials and has conformed to the minimum requirements established in AASHTO R 18 set forth by the AASHTO Highway Subcommittee on Materials (HSOM).

The scope of accreditation can be viewed on the AAP Directory of Accredited Laboratories on www.amrl.net.

Bud Wright, Executive Director

Moe Jamshidi, AASHTO HSOM Chair

AASHTO THE VOICE OF TRANSPORTATION

AAP AASHTO R18

Houston Office Laboratories

Terracon's College Station laboratory and laboratory staff often works in conjunction with our Houston laboratory and laboratory staff. Required tests that do not fall within the College Station's AASHTO accreditation can be performed in Terracon's Houston materials testing laboratories. Our Houston materials testing and geotechnical laboratories are accredited by the American Association for Laboratory Accreditation (A2LA).

We understand that the scope of services to be provided generally consist of those common to construction materials testing and will likely include, but not limited to, sampling and testing in accordance with applicable ASTM standards for soils, pavement subgrade, base and asphalt, and concrete. Under the umbrella of the Houston laboratory, we are in conformance with ASTM D3740 standard practice for minimum requirements for agencies engaged in testing and/or inspection of soil and rock as used in engineering design and construction; ASTM D3666 standard specification for minimum requirements for agencies testing and inspecting road and paving materials; and ASTM C1077 standard practice for laboratories testing concrete and concrete aggregate for use in construction and criteria for laboratory evaluation.

Following are copies of A2LA certificates for both geotechnical and construction materials testing for Terracon's Houston laboratory. Additional certificate pages that show the certified ASTM standards for both geotechnical and construction materials testing are available in the Attachments section of this submittal.

Geotechnical Testing

ilac-MRA

The American Association for Laboratory Accreditation

World Class Accreditation

Accredited Laboratory

A2LA has accredited

TERRACON CONSULTANTS, INC.

Houston, TX

for technical competence in the field of

Geotechnical Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005 *General Requirements for the Competence of Testing and Calibration Laboratories*. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (*refer to joint ISO-ILAC-IAF Communiqué dated 8 January 2009*).

AMERICAN ASSOCIATION FOR LABORATORY ACCREDITATION CORPORATE SEAL 1978 DISTRICT OF COLUMBIA A2LA

Presented this 23rd day of July 2012.

President & CEO
For the Accreditation Council
Certificate Number 0479.02
Valid to June 30, 2014

For the tests to which this accreditation applies, please refer to the laboratory's Geotechnical Scope of Accreditation.

Certificate # 0479.02
Exp. 6/30/14

Construction Materials Testing

The American Association for Laboratory Accreditation

World Class Accreditation

Accredited Laboratory

A2LA has accredited

TERRACON CONSULTANTS, INC.

Houston, TX

for technical competence in the field of

Construction Materials Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005 *General Requirements for the Competence of Testing and Calibration Laboratories*. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (*refer to joint ISO-ILAC-IAF Communiqué dated 8 January 2009*).

AMERICAN ASSOCIATION FOR LABORATORY ACCREDITATION CORPORATE SEAL 1978 DISTRICT OF COLUMBIA A2LA

Presented this 23rd day of July 2012.

President & CEO
For the Accreditation Council
Certificate Number 0479.01
Valid to June 30, 2014

For the tests which this accreditation applies, please refer to the laboratory's Construction Materials Scope of Accreditation.

Certificate #0479.01
Exp. 6/30/14

Item D
Geotechnical and Materials Testing Capabilities

Item D Geotechnical and Materials Testing Capabilities

Geotechnical Services

At Terracon, geotechnical engineering skills and capabilities are routinely applied to projects involving the design of roads, bridges, high-rise buildings, schools, commercial, industrial and residential facilities. Specific services include geotechnical and geologic soil evaluations for foundation design recommendations. Geotechnical services also include slope stability evaluations, pavement thickness designs and specialized subsurface explorations.

Field exploration activities are performed to support engineering analysis using drilling, coring, test pits and geophysical methods. Support services include laboratory testing to evaluate pertinent soil and rock engineering properties. Laboratory testing at Terracon is conducted in accordance with our in-house Laboratory Quality Control Manual and in general accordance with industry recognized laboratory standards and practices.

The laboratory testing is performed to evaluate material properties of the subgrade soils and to support engineering analysis for design recommendations. Our laboratories are evaluated through audits and sample reference programs by the Cement and Concrete Reference Laboratory (CCRL), the American Association for Laboratory Accreditation (A2LA) and AASHTO Materials Reference Laboratory (AMRL), and through our in-house audits.

Laboratory Testing

- Classification tests; moisture content, Atterberg limits, unit weight, grain size
- Strength tests: Unconfined compression, triaxial shear, direct shear
- Consolidation and swell tests
- Hydraulic conductivity, pH, resistivity

Instrumentation/Monitoring

- Piezometers, inclinometers, extensometers
- Crack monitors, strain gauges

Subsurface Exploration

- Geotechnical assessments
- Auger, wash, rotary, coring, hollowstem
- Sampling: Thin wall tubes, split spoons
- Pressure Meter Testing
- Cone Penetrometer Testing
- Downhole Vane Shear

Pavements

- Subgrade modifications and stabilization
- Pavement and overlay design
- Analysis of materials/failures

Foundation

- Slab-on-grade (Post-tensioned & conventional)
- Footings
- Drilled shafts, drilled piers, slurry displacement piers
- Piles: Driven, augered cast-in-place
- Mat or raft

Earth Structures, Slopes & Retention Systems

- Site studies/analyses
- Design of embankment and earth dam
- New slope design
- Existing or failed slopes
- Gravity, cantilever and gabion walls

Construction Materials Services

Proper selection, quality and workmanship of construction materials play a vital role in ensuring that today's buildings and infrastructure perform adequately during long time periods. We work with clients to minimize material replacements, reduce the likelihood of deterioration, avoid potential failures, and investigate and evaluate construction materials related problems and failures when they do occur.

Local knowledge and resources, combined with the technical support available from our national network of offices, enable Terracon to respond quickly to ever-changing construction needs and schedules. We respond with innovative solutions and alternatives that target your long-term performance objectives while considering cost consequences. Our services are delivered on a timely basis with consistently high value and attention to client needs.

Our construction materials services include:

- Construction quality control and quality assurance programs
- On-site observation and monitoring
- Foundation construction monitoring and testing
- Field and laboratory soils, concrete, and masonry testing and analysis

Earthwork

- Deep and Shallow Foundation Construction Monitoring & Testing
- Evaluation of Soil Bearing
- Structural Fill Control
- Borrow Source Evaluation
- Stabilization Determination, Monitoring & Testing

Asphalt

- Mix design preparation and review
- Hveem stability
- Extraction/Gradation
- Theoretical maximum density
- Asphalt content
- Relative density testing

- Concrete
- Mix Designs and Confirmation
- Aggregate Testing
- On-Site Batch Plant Control Monitoring
- Reinforcing Steel Inspection
- Cast-In-Place Concrete Testing
- Post-Tensioning –Pre-Pour Inspection & Cable Stressing Verification

- Verification of cores for compaction verification
- Masonry
- Mix design review
- On-site construction monitoring
- Grout and mortar testing
- CMU block and CMU prism testing

- Design and review of concrete, grout, and asphaltic concrete mixes
- Fireproof material inspection & testing
- Slab flatness & levelness profiling
- Structural steel inspection and nondestructive testing
- Above ground tank and pipe coating monitoring & testing
- Management of on-site testing laboratories
- Consulting for construction material selection, compatibility, and acceptability
- Forensic investigation and evaluation of in-place construction materials
- Pavement materials engineering and construction management

Item E
Similar Project Experience

Item E Similar Project Experience

1. Description of Firm

Terracon is a dynamic and growing consulting firm which provides construction materials engineering and testing, geotechnical engineering, environmental consulting, and facilities services to clients from local to national levels. Our services are delivered on a timely basis with high value and attention to client needs. Since 1965, Terracon has delivered success for clients and employees. We help our clients succeed in their business ventures by effectively executing projects, controlling costs, and managing risk.

Terracon provides services for thousands of projects each year. Our culture, systems and structure enable us to excel at both small and large projects. By combining our national resources with our specific local area expertise, we consistently overcome obstacles and deliver the results our clients expect.

Our responsiveness, high quality deliverables, practical solutions and competitive fees afford clients an easier way of doing business that saves time and money. Terracon has extensive experience in performing construction materials testing and geotechnical engineering services for all project types and sizes. This experience includes governmental and municipal facilities, infrastructure projects, roadways, water/wastewater facilities, transmission lines, drainage lines and other services required by City of Bryan.

2. Quality Control

Terracon has developed standard operating procedures for various tasks so consistent project quality can be obtained. The procedures are considered guidelines for office managers, project managers, project engineers and scientists to provide direction to Terracon field personnel. The procedures are flexible to account for the variation that exists between offices

At Terracon we believe in providing a quality work product. We propose to use our tested quality assurance program to assure the City of Bryan's team that you will be receiving high quality testing that will be documented and easily accessible for your review. Terracon's Quality Program is based on a continuous improvement philosophy that involves our employees and, when applicable, sub-consultants, vendors, and users of our services. **Quality service for our clients is achieved by following the methods and practices that have been developed at Terracon for all types of inspection services.**

Quality control is a critical responsibility for all employees at Terracon. Terracon is known for informed and responsible performance of duties by those working on projects, from field through management/administrative personnel.

Management and technical functions operate under Terracon's Quality Control/Quality Assurance (QA/QC) policy and procedures. The quality program within Terracon assigns the responsibility of quality control to the project manager. The following elements of quality control are addressed during the project:

- Safety
- Operational procedures
- Qualifications of personnel
- Condition and accuracy of instruments and equipment
- Standard materials
- Statistical evaluations
- Supervisory review of technical procedures and documents
- Use of control standards for evaluation of activities
- Sample identification, protection, chain-of-custody, storage and disposition
- Data recording, identification, security, checking, routing, filing and disposition

Safety

Safety is one of Terracon's core values and our commitment to an "Injury and Incident Free (IIF)" philosophy is one of the pillars of our culture. Successful execution and delivery includes the need to work safely and keep our employees and the public safe every day. Terracon is very much a safety-oriented company. We strive to build health and safety into all aspects of our business and into the thinking of our employees.

What is Incident and Injury-Free

Incident and Injury-Free (IIF) is about care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, budget and schedule. Incident and Injury-Free is our commitment to our people, who we value for who they are and what they do.

Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries and accidents will not be viewed as problems to make go away, but as opportunities to strengthen Incident and Injury-Free. Incident and Injury Free is about developing a mindset intolerant of any incidents or injuries no matter how minor or infrequent.

Pre-Task Planning

Terracon views pre-task planning as the most proactive activity that we can do to maintain an Incident and Injury Free workplace. It is required from the very beginning when preparing a proposal and starting projects, as well as when we assign work and execute tasks throughout the day. Employees at all levels have the responsibility for ensuring Pre-Task Planning is done effectively. We ask all our employees prior to doing a task, to take time to review how you will do the task safely, determine if the work conditions are what you expected to do the job safely, and repeat Pre-Task planning prior to starting any new task.

In addition, our project managers discuss and address site specific safety considerations and concerns on our projects with not only our project and field staff but also through regular communication with our clients and their project team so as to understand their safety concerns and requirements as well.

Authorized Project Reviewer Program

Terracon believes that all project documents rendering professional opinions or recommendations provided to clients should not rely solely on the judgment of one individual practitioner. Each project requires a specific level of review depending on the nature of the project deliverable and the project's size or complexity. A secondary review of a practitioner's work improves the overall quality of the opinion or recommendation and can provide a fresh idea or perspective that may assist the practitioner.

Therefore, project documents rendering professional opinions, conclusions, or recommendations must be reviewed by an Authorized Project Reviewer (APR) prior to submittal to the client. Terracon is better able to maintain quality and better able to control the consistency of our professional judgments, delivery of our services, and development of our technical staff through the APR program.

Project Experience

Terracon has performed hundreds of projects throughout the Brazos Valley, Bryan, and College Station areas. Our dedication to our clients and our professionalism has allowed our College Station office to continue to grow. Our top quality staff and knowledge of local conditions has given us opportunities to assist numerous clients throughout the area.

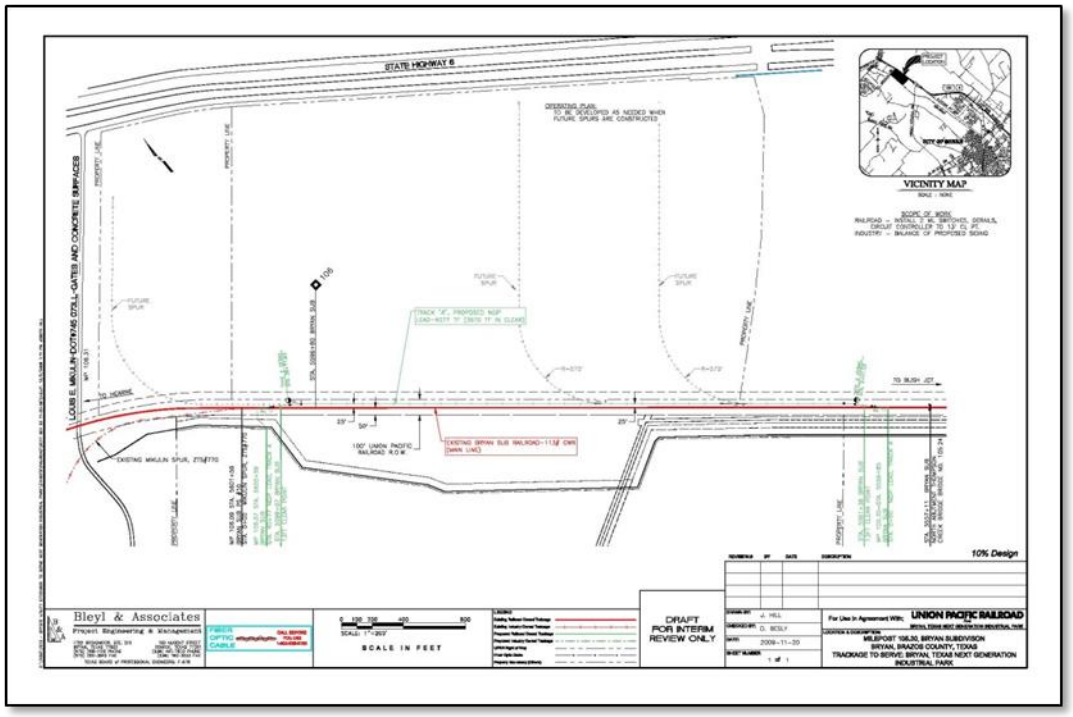
In the following section we have provided several types of projects to show the range of experience and skill our team can provide. The following projects include rehabilitation, improvements and new construction projects. Terracon has a long standing relationship with many governmental, public and private sector clients for whom we have provided geotechnical engineering, construction materials testing/inspection services. Terracon's geotechnical and construction materials testing experience insures you that we are providing the City of Bryan with a comprehensive team.

Please consider these profiles, which give an overview of projects similar to those the City of Bryan might be undertaking, as a representative overview of Terracon's capabilities to provide geotechnical engineering, construction materials testing/inspection services for the City of Bryan.

- **Health Science Center Pkwy Extension East of State Highway 47 – College Station Texas**
- **NextGen Railroad Spur – Bryan, Texas**
- **BTU Navasota to Millican to Navasota to Thompson Transmission Line and Millican Switching Substation – Brazos County, Texas**
- **Park Avenue Phase 2 – Bryan, Texas**
- **State Highway 21 Distribution Line Relocation – Brazos County, Texas**

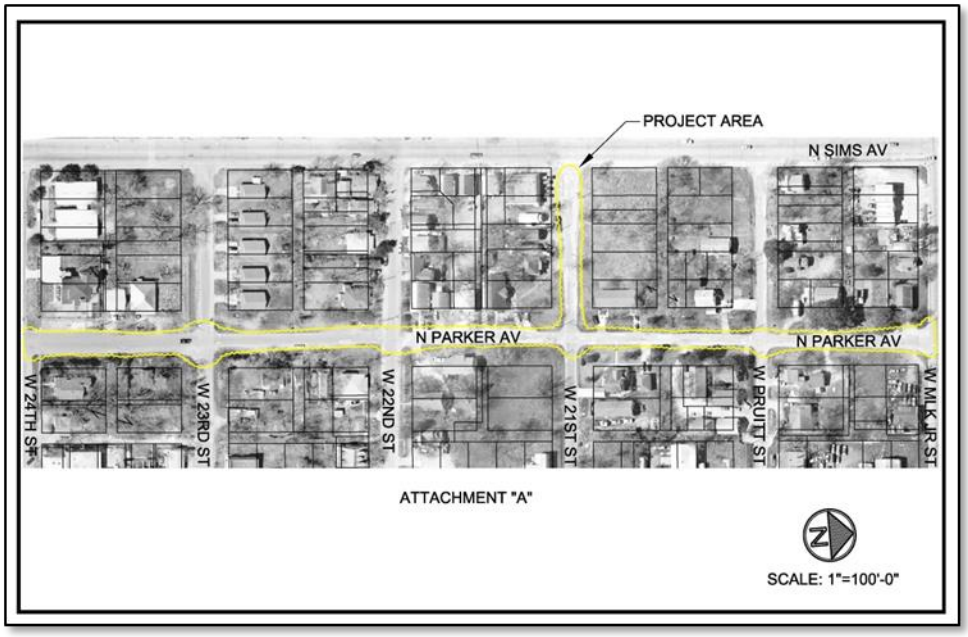
Health Science Center Pkwy Extension East of State Highway 47 – College Station Texas	
Project Description:	Terracon provided geotechnical engineering services for the construction of approximately 6,000 linear feet of roadway and utility sections along Health Science Center Parkway in Brazos County, Texas. Terracon completed twenty-two test borings that were drilled to depths that ranged from 10 to 20 feet below grade along the alignments of the utilities and paving and two test borings, drilled to depths of about 40 feet, in the area of the proposed lift station. Terracon's geotechnical engineers described the subsurface conditions observed at the twenty-four test borings, analyzed and evaluated the test data, and provided recommendations with respect to: ▪ Site and subgrade preparation; ▪ Pavement design guidelines; ▪ Utility considerations; ▪ Groundwater control and excavations; ▪ Lift station construction considerations; and ▪ Uplift and lateral earth pressures.
Project Managers:	Joseph D. Hill, E.I.T., Alton G. Rogers, P.E.
Services Provided:	Geotechnical Engineering Analyses and Recommendations
Project Cost:	$16,500.00 – Terracon Fees
Project Date:	4/8/2012 to 11/20/2012
Client Name:	Kimley-Horn and Associates, Inc. 2800 South Texas Avenue, Suite 201 Bryan TX 77802
Client Contact:	Michael Moore, P.E
Contact Phone Number:	979-775-9595

NextGen Railroad Spur – Bryan, Texas	
Project Description:	The project included the construction of a new rail service line for the NextGen Industrial Park.
Project Manager:	Alton G. Rogers, P.E.
Services Provided:	Terracon provided construction materials testing services during the construction of the new railroad spur for the NextGen Industrial Park in north Bryan, Texas. The services included observation of proof rolls, observation and testing of onsite soil mixing, onsite density tests for select fill and crushed limestone fill.
Project Cost:	$17,015.00 – Terracon Fees
Project Date:	9/30/2012 - 6/19/2013
Client Name:	City of Bryan P.O. Box 1000 Bryan, TX 77805
Client Contact: **Contact Phone Number:**	Brett McCully, P.E. 979-209-5030



BTU Navasota to Millican to Navasota to Thompson Transmission Line and Millican Switching Substation – Brazos County, Texas	
Project Description:	**Millican to Navasota Transmission Line:** Terracon provided geotechnical engineering services for the construction of approximately 5½ miles of transmission line along the Millican to Navasota alignment located in Brazos and Grimes County, Texas. Eighteen test borings that ranged from 40-60 feet below existing grade were drilled along the transmission line locations for the project. **Millican Switching Substation:** Terracon provided geotechnical engineering services for the construction of the Millican Switching Substation located in Brazos County, Texas. Three test borings were drilled to depths of approximately 40 feet within the area of the proposed substation. **Thompson to T1 Transmission Line:** Terracon provided geotechnical engineering services for the construction of approximately 3½ miles of transmission line along the Thompson to T1 alignment located in Brazos and Burleson County, Texas. Eight test borings were drilled to depths that ranged from approximately 40 to 80 feet below existing grade along the proposed transmission line location. Terracon's geotechnical department described the subsurface conditions observed from the test borings, analyzed and evaluated the test data, and provide recommendations with respect to: ▪ Site and subgrade preparation; ▪ Foundation design and construction recommendations; and ▪ Lateral load design parameters.
Project Managers:	Joseph D. Hill, E.I.T., Alton G. Rogers, P.E.
Services Provided:	Geotechnical Engineering Analyses and Recommendations
Project Cost:	$128,318 – Terracon Fees
Project Date:	9/30/2012 to 10/2/2013
Client Name:	Black & Veatch Corporation 111 University Drive East, Suite 205 College Station, Texas 77840
Client Contact: **Contact Phone Number:**	Kevin Hunsicker 407-419-3516

Park Avenue Phase 2 – Bryan, Texas	
Project Description:	The project included street, storm sewer, water, and sewer reconstruction on Parker Ave. from 24th Street to MLK Street.
Project Manager:	Alton G. Rogers, P.E.
Services Provided:	Terracon provided construction materials testing services for the Parker Avenue portion of continued rehabilitation of the downtown Bryan infrastructure. These services included materials testing and in place density tests for fill associated with the replacement of the water, sanitary sewer and new storm sewer related to the project. Terracon also provided materials testing and in place density of the roadway subgrade and provide observation and testing for the concrete pavement.
Project Cost:	$14,533.75 – Terracon Fees
Project Date:	10/2/2011 – 1/16/2013
Client Name:	City of Bryan P.O. Box 1000 Bryan, TX 77805
Client Contact:	Mark Robertson, E.I.T.
Contact Phone Number:	979-209-5030



State Highway 21 Distribution Line Relocation – Brazos County, Texas	
Project Description:	Terracon provided geotechnical engineering services for the relocation of the State Highway 21 distribution line, east of the Kurten community, in Brazos County, Texas Six test borings were drilled to a depth of about 50 feet below existing grade along the distribution line alignment. Terracon's geotechnical department described the subsurface conditions observed from the test borings, analyzed and evaluated the test data, and provide recommendations with respect to: ▪ Site and subgrade preparation; ▪ Foundation design and construction; and ▪ Axial and lateral load design parameters.
Project Managers:	Joseph D. Hill, E.I.T., Alton G. Rogers, P.E.
Services Provided:	Geotechnical Engineering Analyses and Recommendations
Project Cost:	$13,500– Terracon Fees
Project Date:	8/16/2012 to 1/16/2013
Client Name:	Bryan Texas Utilities P.O. Box 1000 Bryan, TX 77805
Client Contact:	Allen Kristof
Contact Phone Number:	979-821-5770

Bryan Texas Utilities

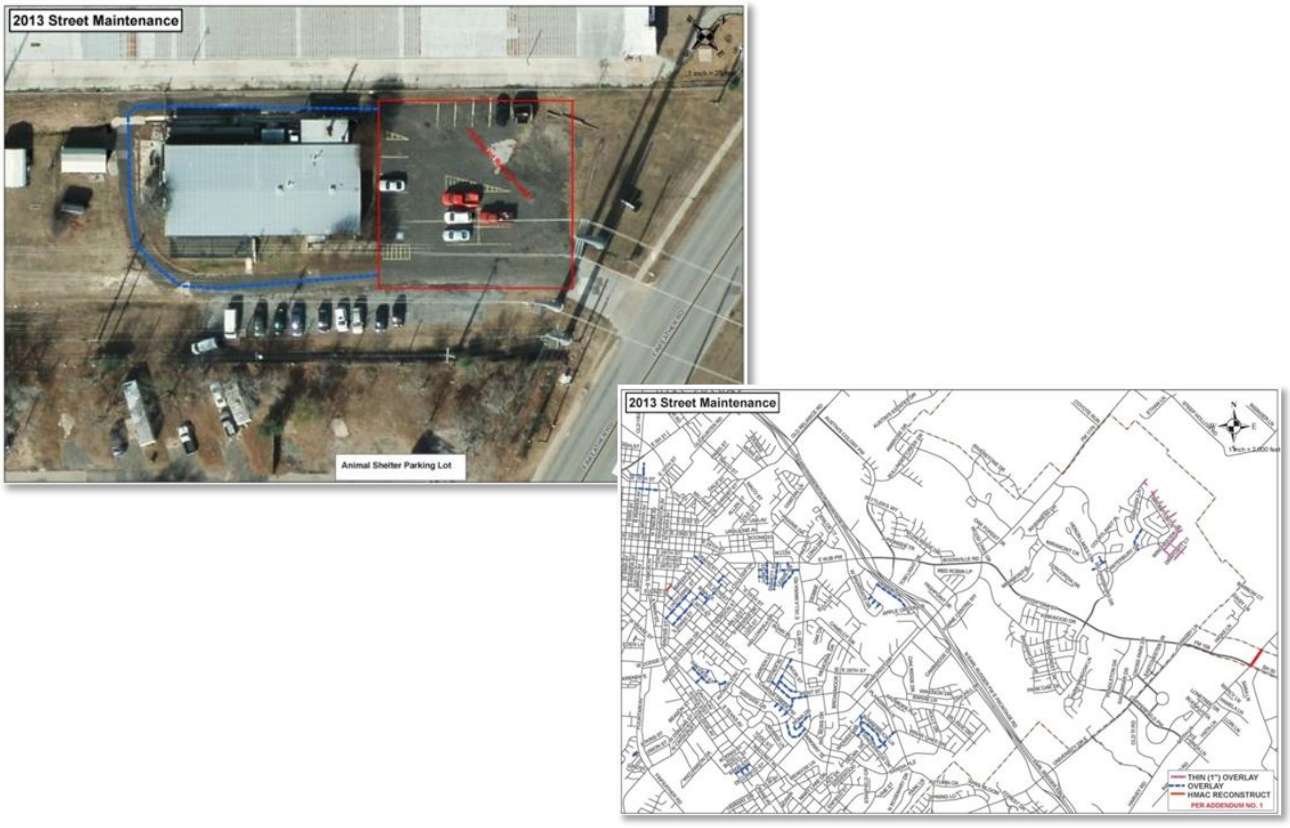
Item F
Municipal Project Experience

Item F Municipal Project Experience

Terracon has substantial project experience in providing geotechnical engineering and materials testing services to public entities such as the City of Bryan. In addition to the projects previously discussed, Terracon has been involved in many geotechnical engineering, materials testing projects provided directly for the City of Bryan over the past five years. Below, we have highlighted 5 such projects, showing Terracon's consistent, effective service to your city.

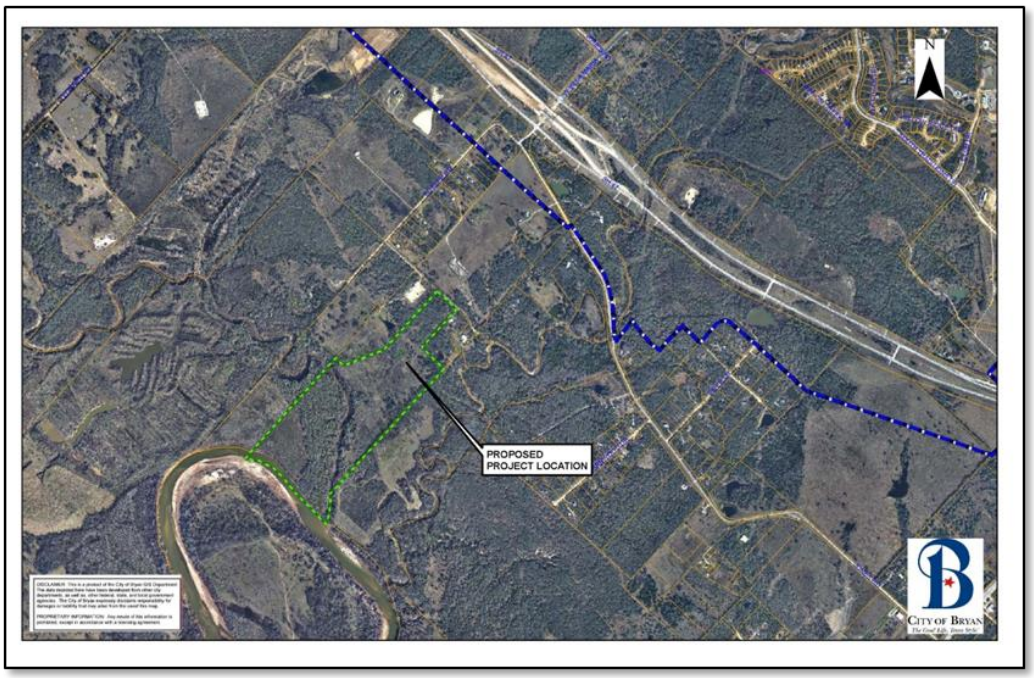
- **2013 Street Maintenance Program - Asphalt & Concrete – Bryan, Texas**
- **Bee Creek Sanitary Sewer Trunk Line Rehabilitation – College Station, Texas**
- **Thompson Creek Waste Water Treatment Plant – Bryan, Texas**
- **BTU Triangle Park Transmission Line Cut-In and Substation – Brazos County, Texas**
- **Health Science Center Pkwy Extension East of State Highway 47 – College Station Texas**

2013 Street Maintenance Program - Asphalt & Concrete – Bryan, Texas	
Project Description:	Annual street maintenance contract consisting of asphalt overlays, asphalt street reconstructions and concrete steel rehabilitation on multiple projects throughout the City of Bryan.
Project Manager:	Mark E. Dornak, P.E.
Services Provided:	Terracon provided construction materials testing for this project. Services included observation of proof rolls, lime stabilization of subgrade materials, determination of in place density of the stabilized subgrade and base materials, depth check of the materials layers, observe and sample HMAC pavement placement or overlay placement at various locations. Terracon also sampled concrete pavement rehabilitation at various locations.
Project Cost:	$25,000.00 – Terracon Fees
Project Date:	Ongoing
Client Name:	City of Bryan P.O. Box 1000 Bryan, TX 77805
Client Contact:	Susan Monnat, P.E.
Contact Phone Number:	979-209-5030



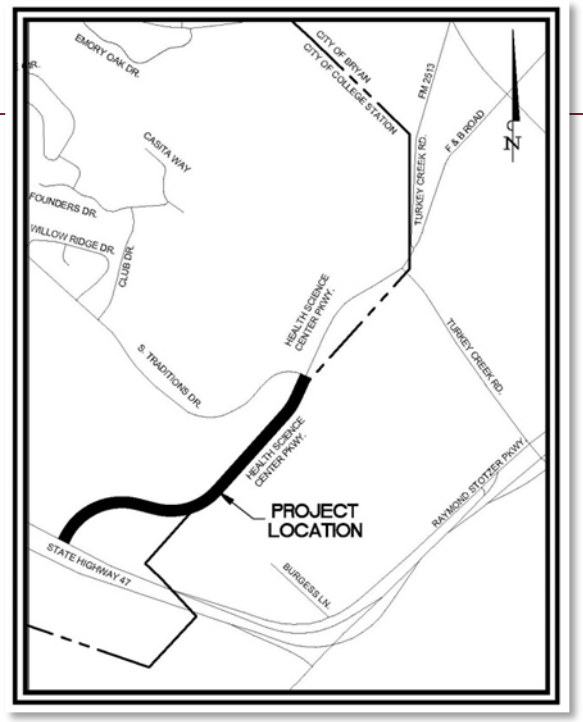
Bee Creek Sanitary Sewer Trunk Line Rehabilitation – College Station, Texas	
Project Description:	Terracon provided geotechnical engineering services for the rehabilitation of approximately 19,000 linear feet of the Bee Creek Sanitary Sewer Trunk Line in College Station, Texas. Terracon's geotechnical department described the subsurface conditions observed at the 27 test borings drilled for this project, analyzed and evaluated the test data, and provide recommendations with respect to: ▪ Site and subgrade preparation; ▪ Groundwater control and excavations; ▪ Sanitary sewer construction considerations (open excavation and trenchless); ▪ Uplift and lateral earth pressures; and ▪ Foundation design and construction.
Project Managers:	Joseph D. Hill, E.I.T., Alton G. Rogers, P.E.
Services Provided:	Geotechnical Engineering Analyses and Recommendations
Project Cost:	$34,300 – Terracon Fees
Project Date:	4/29/2012 to 8/28/2013
Client Name:	Kimley-Horn and Associates, Inc. 2800 South Texas Avenue, Suite 201 Bryan TX 77802
Client Contact:	Michael Moore, P.E.
Contact Phone Number:	979-775-9595

Thompson Creek Waste Water Treatment Plant – Bryan, Texas	
Project Description:	Project included the development of the site plan, preliminary design of the treatment plant facility, route analysis for utility lines and roadways serving the plant, and preliminary design of water, sewer, and roadway infrastructure needed to serve the facility.
Project Manager:	Alton G. Rogers, P.E.
Services Provided:	Terracon provided construction materials testing for a new waste water treatment plant to serve west Bryan area. The various services provided included materials testing and in place density tests for fill associated with the treatment plant utilities. We also provided structural fill materials testing and in place density for the various structural components, and materials testing and in place density of the new access roads.
Project Cost:	$74,051.76 – Terracon Fees
Project Date:	8/14/2011 - 5/23/2012
Client Name:	City of Bryan P.O. Box 1000 Bryan, TX 77805
Client Contact: **Contact Phone Number:**	Paul Kaspar, P.E. 979-209-5030



BTU Triangle Park Transmission Line Cut-In and Substation – Brazos County, Texas	
Project Description:	Terracon provided geotechnical engineering services for the construction of a transmission line cut-in for the Triangle Park Substation located in Brazos County, Texas. **Transmission Line:** Three test borings were drilled to a depth of about 40 feet below existing grade along the transmission line alignment. Terracon's geotechnical department described the subsurface conditions observed from the test borings, analyzed and evaluated the test data, and provide recommendations with respect to: ▪ Site and subgrade preparation; and ▪ Axial and lateral load design parameters. **Substation:** Terracon provided geotechnical engineering services for the construction of the Triangle Park Substation located in Brazos County, Texas. Six test borings were drilled to a depth of about 40 feet below existing grade within the substation area. Terracon's geotechnical department described the subsurface conditions observed from the test borings, analyzed and evaluated the test data, and provide recommendations with respect to: ▪ Site and subgrade preparation; ▪ Foundation design and construction; and ▪ Lateral load design parameters
Project Managers:	Joseph D. Hill, E.I.T., Alton Rogers. P.E.
Services Provided:	Geotechnical Engineering Analyses and Recommendations
Project Cost:	$23,200 – Terracon Fees
Project Date:	7/21/2013 to Ongoing
Client Name:	Black & Veatch Corporation 111 University Drive East, Suite 205 College Station , Texas 77840
Client Contact: **Contact Phone Number:**	Glen Patton, P.E. 979-260-6040

Health Science Center Pkwy Extension East of State Highway H 47 – College Station Texas	
Project Description:	On December 15, 2011, the cities of Bryan and College Station signed an Inter-Local Cooperation and Joint Development Agreement (ILA) that outlined understandings and obligations with respect to certain infrastructure projects and a joint economic development program known as the Joint Research Valley Bio-Corridor Development Project. The City of Bryan was awarded a design contract for the street and sanitary sewer improvements and required the design to be completed by September 22, 2012, which was 200 calendar days from the March 6, 2012 award date.
Project Manager:	Mark E. Dornak, P.E.
Services Provided:	Terracon provided geotechnical and construction materials testing services associated with the widening of Health Science Center (HSC) Parkway. These services included materials testing and in place density tests for fill associated with the extension of water and waste water utilities for the development. In addition, structural fill materials testing and in place density for an area of the roadway that had over 25 feet of rubble fill removed was performed. Terracon also provided materials testing and in place density of the roadway extension and areas where the HSC Parkway was widened to accommodate projected traffic.
Project Cost:	$53,453.46 – Terracon Fees
Project Date:	Ongoing
Client Name:	City of Bryan P.O. Box 1000 Bryan, TX 77805
Client Contact:	Mark Robertson, E.I.T.
Contact Phone Number:	979-209-5030



The following is a partial list of additional municipal projects that Terracon has successfully completed for the City of Bryan within the past 5 years.

Project Number	Project Name	Project City	Project State	Project Date	Services Provided
A1131098	2013 Street Maintenance Asphalt	Bryan	TX	Ongoing	Construction Materials
A1131031	Health Science Center Parkway Expansion	Bryan	TX	Ongoing	Construction Materials
A1147001	Phase 1 ESA - Commercial Property	Bryan	TX	Ongoing	Environmental
A1131057	Health Science Center Parkway Sewer line	Bryan	TX	Ongoing	Construction Materials
A1111078	Thompson's WWTP (Plant)	Bryan	TX	Ongoing	Construction Materials
A1131073	Wickson Creek Eastside Interconnect	Bryan	TX	Ongoing	Construction Materials
A1131097	2013 Street Maintenance, Phase 2, Concrete	Bryan	TX	2/12/2014	Construction Materials
A1121090	NextGen Railroad Spur	Bryan	TX	6/19/2013	Construction Materials
A1121094	MLK Street Culvert	Bryan	TX	4/24/2013	Construction Materials
A1131028	Texas Triangle Park - Gunler Addition	Bryan	TX	6/19/2013	Construction Materials
A1121063	2012 Street Maintenance	Bryan	TX	5/30/2013	Construction Materials
A1111021	NGIP Waterline	College Station	TX	5/1/2013	Construction Materials
A1111094	Parker Ave Phase 2 Reconstruction	Bryan	TX	1/16/2013	Construction Materials
A1121013	Country Club Drainage	Bryan	TX	12/5/2012	Construction Materials
A1111077	Thompson's WWTP (Offsite Utilities)	Bryan	TX	5/23/2012	Construction Materials
A1121056	Hamilton Memorial Park	Bryan	TX	12/12/2012	Construction Materials
A1111095	2818 Waterline Relocation	Bryan	TX	2/21/2013	Construction Materials
A1111002	2010 Street Maintenance	Bryan	TX	12/7/2011	Construction Materials
A1101100	Thompson's Creek WWTP	Bryan	TX	9/21/2011	Construction Materials
92107567	Bryan Brownfields Grant	Bryan	TX	10/19/2011	Environmental
A1091085	Downtown Phase 3	Bryan	TX	8/17/2011	Construction Materials
A1101102	SRTS: Carter Creek Sidewalk	Bryan	TX	8/24/2011	Construction Materials

Project Number	Project Name	Project City	Project State	Project Date	Services Provided
A1101052	Lee Street Drainage	Bryan	TX	6/15/2011	Construction Materials
A1091087	MLK Sidewalks & Street scaping Phase 1 & II	Bryan	TX	6/15/2011	Construction Materials
A1111026	Burton Creek WWTP	Bryan	TX	6/15/2011	Construction Materials
A1101101	2011 Misc. Drainage Projects	Bryan	TX	6/15/2011	Construction Materials
A1111070	Dellwood Storm Sewer	College Station	TX	11/16/2011	Construction Materials
A1091086	2009 Street Maintenance	Bryan	TX	6/15/2011	Construction Materials
A1101040	Thornberry Drive	Bryan	TX	6/15/2011	Construction Materials
A1101087	Still Creek Sewer Plant	Bryan	TX	6/15/2011	Construction Materials
A1101006	Old Reliance Road Bridge	Bryan	TX	6/15/2011	Construction Materials
A1101004	Echols Street Reconstruction	Bryan	TX	11/10/2010	Construction Materials
A1101046	Nicole Road Repairs	Bryan	TX	9/22/2010	Construction Materials
A1101015	Sanitary Sewer Improvements	Bryan	TX	8/5/2010	Construction Materials
A1101010	Colson Rd Sanitary Sewer Improvements	Bryan	TX	7/22/2010	Construction Materials
A1101018	Commerce St. Sewer Improvements	Bryan	TX	7/8/2010	Construction Materials
A1101005	Henderson Park Water & Sewer Improvements	Bryan	TX	4/14/2010	Construction Materials
A1101002	Echols Street 8" Waterline	Bryan	TX	4/7/2010	Construction Materials
A1091092	Villa Maria Grade Separation	Bryan	TX	2/24/2010	Construction Materials

Item G
Project Commitment

Item G Project Commitment

Terracon is committed to provide the essential staff, equipment and other resources to be available and responsive for the geotechnical engineering, construction materials testing/inspection services for the proposed City of Bryan projects. Our College Station office is equipped to provide the level of service and responsiveness required for a majority of the City of Bryan projects. Terracon has extensive resources, either locally from one of our 14 Texas locations, or nationally from one of our over 140 offices. If needed a number of these offices could assist in providing specialized services for unique geotechnical and construction materials testing projects. The key personnel presented in this Statement of Qualifications are committed to the City of Bryan projects and will be available throughout the life of the project.

Geotechnical and materials testing projects require a high level of communication with the client, the design professional, and the construction firm hired to bring the project to completion. Terracon believes in working with the whole team. This team includes the City of Bryan city inspector and necessitates review of oversight procedures and constant interaction between the City's project staff and the geotechnical/materials testing field technician and project management. Terracon believes the best way to be committed to the project is to be dedicated to a communication plan that is in place throughout the life of the project.

Project Schedule, Expectations and Communication

Communication is the key to all successful projects. The management of the testing and inspection program for the project will begin with the introduction of the project team members. Upon notification of award, our Project Team Leader, Mr. Alton Rogers, P.E., our lead geotechnical engineer, Mr. Joe Hill, E.I.T. and our construction materials manager, Mr. Mark E. Dornak, P.E., will meet with members of the project team who have an active interest in acquiring and processing our engineering reports and test data. We consider this a critical phase in order to eliminate potential conflicts, and to develop the necessary cooperative relationship between testing and inspections and production.

Review of Construction Schedule

We propose reviewing the most up-to-date construction schedule by task at a project initiation meeting with selected representatives of the project team. The testing and inspection program can best support production and control final costs if we clearly understand the project testing requirements. This can be accomplished through pre-construction meetings before each phase of construction, for example prior to earthwork, concrete and structural steel. The review of the construction schedule by task will also allow us to evaluate the manpower and anticipated workload needs for the field testing and inspections.

Regular Review Meetings

From the initiation of the project until the completion, we propose monthly (or more frequently) management meetings with the professional construction manager (PCM) or his representative and other project team members. At these meeting it is necessary, to review the testing and inspection data, project progress, the project schedule of construction activities, the status of the testing and inspection program, obtain performance feedback, and anticipate adjustments necessary to support scheduling demands.

Daily Communication

Terracon's on site technician will maintain daily communication with the contractor's superintendent, and the designated project team members in order to schedule the required services and to communicate inspection and test results. Our project manager will communicate the results of critical off-site observation and inspections to the designated project team representatives the same day of the observations, inspection or testing is performed. Our project team leader, lead technician, and appropriate inspectors/technicians will all be readily available for QA/QC meetings, owner/construction manager/architect/contractor's meetings, subcontractor meetings, and necessary pre-installation/construction meetings.

Item H
Cost/Budget Accuracy

Item H Cost/Budget Accuracy

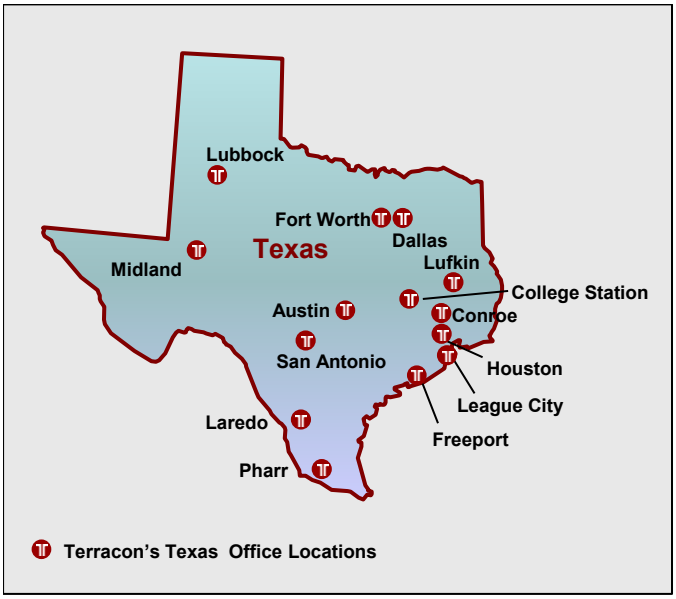
Project cost can be derived in many ways but it is always based on the sum of the labor and expenses. This cost is presented to the client in a job specific proposal and if approved becomes the project budget. For geotechnical projects, a lump-sum amount is typically used for the proposal. Except for unknown conditions, or special circumstances, the lump-sum amount should be anticipated cost of the project.

A unit cost fee schedule is used to determine the fees for most City of Bryan materials testing projects. If requested, an initial estimate can be prepared for the materials testing portion of the project. For these unit cost projects, Terracon has systems in place to effectively budget and manage costs. As the project progresses, we track the budget using an in-house, weekly tracking system. The project team leader is responsible for monitoring and managing the project costs and notifying the client at the first indication that actual cost might exceed budgeted cost. Our project experience and the experience of our project managers allows us to effectively estimate project costs, therefore Terracon's projects seldom exceed project estimates.

Communication again comes into play with regard to budget accuracy. Through team meetings the Terracon staff is able to stay aware of project schedules and assist in accurately planning the site visits for technicians and inspection staff. Constant communication with the projects general contractor and implementation of a technician "call out policy" limits unproductive hours being billed to the project. It is Terracon's goal to produce accurate estimates and strive to assist the team in getting the most out of the project's construction materials testing budget.

Item I
Workload Capacity

Item I Workload Capacity



The scope of work to be provided under this contract is exactly the scope of work that Terracon performs daily for our clients. Terracon has the necessary capacity to meet the City of Bryan's needs for both geotechnical and materials testing projects. Should the need for additional staff resources arise due to multiple project construction needs, Terracon has a vast resource in additional staff within Texas alone. Staff can be shifted from one of our regional offices to fill a void if staffing multiple sites becomes an issue.

Our typical geotechnical and materials testing project duration ranges from a few days, to several weeks and in some instances several years. A majority of our services are dedicated for small to medium sized projects. Through working on projects of a variety of types and sizes, Terracon has become proficient at performing geotechnical and materials testing at multiple site assignments concurrently. It is through our performance on these types of projects that we have developed the capability to fully meet workload demands. This experience will help Terracon meet the City of Bryan's workload requirements.

Terracon constantly strives to have high-quality, serviced equipment available to utilize for our projects. Terracon's local College Station office utilizes cell phones to insure direct communication between the field technician and the project manager. Each of our field technicians is assigned a truck to insure the technician will be free to travel to his next project.

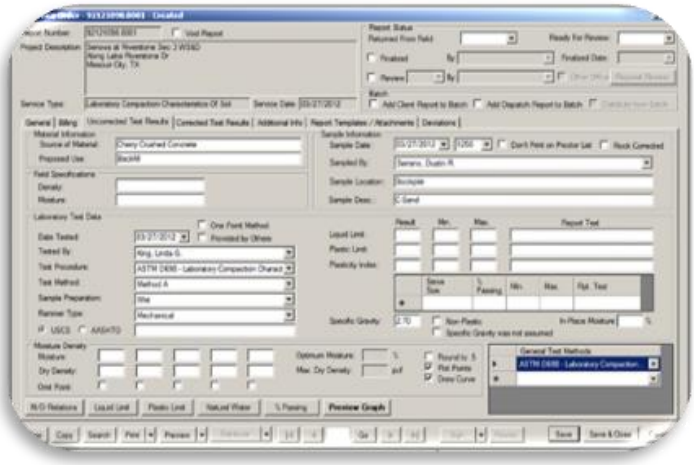
Our company's resources are available for the successful performance of the City of Bryan's work should Terracon be selected for a contract.

Item J
Project Approach

Item J Project Approach

Terracon utilizes a staff of professional and graduate engineers along with certified technicians to perform the necessary testing and observation for projects. Each project is assigned to a specific project manager and that project manager assigns technicians depending on their experience, availability, and familiarity with the project. For geotechnical and construction materials testing, our project team leader strives to be prepared for the scope of services proposed for each project. At each billing period, a budget report is generated in our computer laboratory system and is referred to for tracing the percent of fees billed. Terracon is thus able to keep the City of Bryan informed as to the status of their projects.

Terracon utilizes our proprietary Construction Materials Engineering Laboratory Management Software (CMELMS) system to report results of construction materials testing services. Our CMELMS system assists us in monitoring the status of all aspects of the materials testing program including scheduling of services, field and laboratory work orders, field and laboratory testing results, report distribution, evaluation of unsatisfactory test results, billing and invoicing. CMELMS provides continually updated information including soil proctor summary lists, statistical analysis of concrete mixes, soil field density summaries, and budget information. CMELMS has separate modules for reporting test results for compressive strength of concrete, flexural strength of concrete, mortar and grout, soil compaction, and laboratory soil tests. It also provides instant access to all reports for the project and automatically flags laboratory test results when they are not in conformance with project specifications.



Terracon's CMELMS System

Item K Local Knowledge
Item L Rapport with City Staff
Item M Meeting Deadlines

Item K Local Knowledge

Historic Downtown Bryan

Terracon understands the needs of municipal projects, especially as they inter-relate with city administration. Terracon understands that communication with the City of Bryan staff, being aware of the City of Bryan's Unified Technical Specifications and other codes and specific specifications are paramount in helping complete projects on a timely base. In order to provide better quality and responsiveness of our services, we understand it is necessary to have a knowledge and willingness to work directly with local contractors selected by the City of Bryan to provide construction services. The key to the overall success of city projects will be based on Terracon's long standing involvement within the City of Bryan and our longevity and quality of service working with local contractors. Our project team stands committed to provide the quality of service, quality of people, and the experience necessary for the successful completion of City of Bryan projects that we are awarded.

As stated in sections E & F, Terracon has performed numerous geotechnical studies and construction materials testing on projects for the City of Bryan and within the city limits of Bryan. Our staff is fully aware of local site conditions.

Item L Rapport with City Staff

Terracon has the desire to work cooperatively with its clients. One of Terracon's core values is establishing long term relationships with clients. To achieve this objective, our firm commits to being responsive and cooperative with the City staff, contractors acting on the behalf of the City, or other project management representatives for the benefit of the project and the citizens of Bryan. By working well and keeping an open line of communication with the City staff, Terracon can accomplish this goal.

Terracon's objective to provide higher quality services are achieved through having an adequate number of project managers involved in the City's projects. Our approach to providing geotechnical and construction materials testing/inspection services is to assign qualified engineering technicians, directed by professional engineers registered in the state of Texas, to perform the required testing and observations for your project. By having an adequate number of qualified staff, Bryan's projects will run smoother, have better budget control, and reduce the overall risk of the project.

Item M Meeting Deadlines

Terracon's is dictated to meeting project deadlines on City of Bryan projects. To date, we have met our obligation to the city's projects on which we have provided geotechnical, construction materials testing or construction inspection services.

Attachments

- Certificate of Insurance
- Certification/Authorization/ Acknowledgement Form
- Client References – Exhibit C
- Additional A2LA Certificate Pages

Certificate of Insurance

Certificate of Insurance

The table below summarizes Terracon's insurance coverage and limits.

- Travelers Property Casualty Company of America – Workers Compensation and Automobile Liability
- American International Specialty Lines Insurance Company – General Liability
- Lexington Insurance Company – Professional Liability

Terracon can provide a certificate of insurance issued to the city of Bryan upon the award of a contract.

Insurance Type	Coverage Limits
Commercial General Liability Insurance	One Million Dollars ($1,000,000) each occurrence Two Million Dollars ($2,000,000) general aggregate
Commercial Automobile Liability Insurance	One Million Dollars ($1,000,000) CSL per accident
Excess (Umbrella) Liability Insurance	Five Million Dollars ($5,000,000) each occurrence and aggregate
Workers Compensation Employers' Liability Insurance	Statutory One Million Dollars ($1,000,000) each accident
Professional Liability Insurance	One Million Dollars ($1,000,000) each claim/annual aggregate
Contractor's Pollution Liability	Five Million Dollars ($5,000,000) each claim/annual aggregate

Following this page is a copy of Terracon's certificate of insurance.

ACORD CERTIFICATE OF LIABILITY INSURANCE 1/1/2015

DATE (MM/DD/YYYY): 12/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B: Travelers Property Casualty Co of America	25674
INSURER C: The Travelers Indemnity Company	25658
INSURER D: Lexington Insurance Company	19437
INSURER E: The Charter Oak Fire Insurance Company	25615
INSURER F:	

INSURED 1312891: TERRACON CONSULTANTS, INC.
18001 W. 106TH STREET, SUITE 300
OLATHE KS 66061

COVERAGES TERCO01 CERTIFICATE NUMBER: 11281774 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	N	N	PROP3779274	1/1/2014	1/1/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X CONTR'L LIABILITY						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY	N	N	TC2J-CAP-131J3858	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	X ANY AUTO			TJBAP131J3895	1/1/2014	1/1/2015	BODILY INJURY (Per person)	$ XXXXXXX
	X ALL OWNED AUTOS; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS; X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	UMBRELLA LIAB X OCCUR	N	N	PROU1920977	1/1/2014	1/1/2015	EACH OCCURRENCE	$ 5,000,000
A	X EXCESS LIAB; CLAIMS-MADE			(EXCLUDES PROF. LIAB.)			AGGREGATE	$ 5,000,000
	DED; RETENTION $							$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	N	TRKUB131J3846 (AZ,MA,WI)	1/1/2014	1/1/2015	X WC STATU-TORY LIMITS; OTH-ER	
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)			TC2OUB131J3742 (AOS)	1/1/2014	1/1/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2014	1/1/2015	$1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
FOR INFORMATIONAL PURPOSES ONLY, EXCESS LIABILITY SITS ON TOP OF GENERAL AND AUTO LIABILITY.

CERTIFICATE HOLDER

11281774
SPECIMEN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

Certification/Authorization/ Acknowledgement Form

CERTIFICATION/AUTHORIZATION/ACKNOWLEDGEMENT FORM

CERTIFICATION and AUTHORIZATION

The undersigned affirms that they are duly authorized to execute this contract, that this SOQ has not been prepared in collusion with any other firm, and that the contents of this SOQ have not been communicated to any other firm prior to the official opening of this SOQ. Additionally, the undersigned affirms that the Firm is willing to sign the enclosed Standard Form of Agreement (Exhibit B, if applicable).

Signed By: _____ Title: Office Manager Date: March 17, 2014

Typed Name: Alton G. Rogers, P.E. Company Name: Terracon Consultants, Inc.

Phone No.: 979-846-3767 Fax No.: 979-846-7604

Bid Address:	6198 Imperial Loop	College Station	Texas	77845
	P.O. Box or Street	City	State	Zip
Order Address:	6198 Imperial Loop	College Station	Texas	77845
	P.O. Box or Street	City	State	Zip
Remit Address:	6198 Imperial Loop	College Station	Texas	77845
	P.O. Box or Street	City	State	Zip

Email: agrogers@terracon.com Federal Tax ID No.: 42-1249917

ACKNOWLEDGEMENT

THE STATE OF Texas COUNTY OF Brazos

BEFORE ME, the undersigned, on this day personally appeared Alton G. Rogers, P.E., known to me to be the person and officer whose is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Terracon Consultants, Inc., a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF March, A.D., 2014.

Suzanne Tate
Notary Public
Expires 5/7/2015
In and For the State of Texas

SUZANNE TATE
Notary Public, State of Texas
My Commission Expires
May 07, 2015

Client References – Exhibit C

CLIENT REFERENCES

References: The City of Bryan will conduct reference checks as needed to evaluate SOQ's. The City may contact those listed, and inclusion of this listing in your SOQ is agreement that the City may contact the named reference. *The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.*

All reference checks must show that the successful firm is in good standing with their current and previous customers. All firms are required to provide a **minimum of five (5)** reference(s) from current and recent clients of similar size (and/or projects recently completed of similar size and scope.)

COMPANY NAME: City of College Station

CONTACT: Danielle Charbonnet, P.E.

ADDRESS: P.O. Box 9960, College Station, Texas 77845

PHONE #: 979-764-5028

COMPANY NAME: Beck Group

CONTACT: Jim Cornell

ADDRESS: 8751 Health Science Center Parkway, College Station, Texas 77840

PHONE #: 214-803-0565

COMPANY NAME: Kimley-Horn Associates, Inc.

CONTACT: Mike Moore, P.E.

ADDRESS: 2800 South Texas Avenue, Suite 201, Bryan, Texas 77802

PHONE #: 979-775-9595

COMPANY NAME: Bleyl & Associates

CONTACT: Sam Vernon, P.E. or David Besly, P.E.

ADDRESS: 1722 Broadmoor Drive, Suite 210, Bryan, Texas 77802

PHONE #: 979-268-1125

COMPANY NAME: Goodwin-Lasiter, Inc.

CONTACT: John Rusk, P.E.

ADDRESS: 4077 Cross Park Drive, Suite 100, Bryan, Texas 77802

PHONE #: 979-776-9600

Additional A2LA Certificate Pages

Geotechnical Testing

American Association for Laboratory Accreditation

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

TERRACON CONSULTANTS, INC.
3900 Claymoore Park Dr., Suite 190
Houston, TX 77043
Jeffrey C. Roberts, P.E. Phone: 713 690 8989
John R. Mills Phone: 713 690 8989

GEOTECHNICAL

Valid To: June 30, 2014 Certificate Number: 0479.02

In recognition of the successful completion of the A2LA evaluation process (including an assessment of the laboratory's compliance with the A2LA R209 – Specific Requirements for Harris County/Houston, TX: Geotechnical Engineering Testing Laboratory Accreditation Program), accreditation is granted to this laboratory to perform the following tests under the ASTM recommended practice D3740:

Test Method:	Test Description:
ASTM D421	Dry Preparations of Soil Samples for Particle Size Analysis
ASTM D422	Particle Size Analysis of Soils
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort
ASTM D854	Specific Gravity of Soils
ASTM D1140	Amount of Material in Soils Finer than No. 200 Sieve
ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM D1586*	Penetration Test and Split-Barrel Sampling of Soils
ASTM D1587*	Thin-Walled Tube Geotechnical Sampling of Soils
ASTM D1883	CBR (California Bearing Ratio) of Laboratory-Compacted Soils
ASTM D2166	Unconfined Compressive Strength of Cohesive Soil
ASTM D2216	Water (Moisture) Content of Soil and Rock
ASTM D2434	Permeability of Granular Soils (Constant Head)
ASTM D2435	One-Dimensional Consolidation Properties of Soils
ASTM D2487	Classification of Soils for Engineering Purposes
ASTM D2488	Description and Identification of Soils (Visual-Manual Procedure)
ASTM D2850	Unconsolidated, Undrained Strength of Cohesive Soils in Triaxial Compression
ASTM D3080	Direct Shear Test of Soils under Consolidated Drained Conditions
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4546	One-Dimensional Swell or Settlement Potential of Cohesive Soils
ASTM D4647	Identification and Classification of Dispersive Clay Soils by the Pinhole Test
ASTM D4767	CU Triaxial Compression Test for Cohesive Soils
ASTM D5084	Triaxial Permeability
TEX 129E	Soil Resistivity

* This laboratory meets A2LA R104 – General Requirements: Accreditation of Field Testing and Field Calibration Laboratories for these tests.

(A2LA Cert. No. 0479.02) 07/23/2012 Page 1 of 1

5301 Buckeystown Pike, Suite 350 | Frederick, Maryland 21704-8373 | Phone: 301 644 3248 | Fax: 301 662 2974 | www.A2LA.org

Construction Materials Testing

American Association for Laboratory Accreditation

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

TERRACON CONSULTANTS, INC.
3900 Claymoore Park Dr., Suite 190
Houston, TX 77043
Jeffrey C. Roberts, P.E. Phone: 713 690 8989
John R. Mills Phone: 713 690 8989

Valid To: June 30, 2014 Certificate Number: 0479.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation);
D3666 (Agencies Testing and Inspecting Road and Paving Materials);
D3740 (Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction);
E329 (Agencies Engaged in Construction Inspection and/or Testing);
E543 (Agencies Performing Nondestructive Testing)

CONSTRUCTION MATERIALS TESTING

Test Method(s):	Test Description:
Aggregates:	
ASTM C29	Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C40	Organic Impurities in Fine Aggregates for Concrete
ASTM C70	Surface Moisture in Fine Aggregate
ASTM C117	Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C123	Lightweight Particles in Aggregate
ASTM C127	Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C128	Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate
ASTM C136	Sieve Analysis of Fine and Coarse Aggregates
ASTM C142	Clay Lumps and Friable Particles in Aggregates
ASTM C566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C702	Reducing Samples of Aggregate to Testing Size
ASTM D75*	Sampling Aggregates
ASTM D2419	Sand Equivalent Value of Soils and Fine Aggregate

(A2LA Cert. No. 0479.01) 07/23/2012 Page 1 of 5

5301 Buckeystown Pike, Suite 350 | Frederick, Maryland 21704-8373 | Phone: 301 644 3248 | Fax: 301 662 2974 | www.A2LA.org

Test Method(s):	Test Description:
Bituminous:	
ASTM D75*	Sampling Aggregates
ASTM D546	Sieve Analysis of Mineral Filler for Bituminous Paving Mixtures
ASTM D979*	Sampling Bituminous Paving Mixtures
ASTM D1560 (Stability Only)	Resistance to Deformation and Cohesion of Bituminous Mixtures by Means of Hveem Apparatus
ASTM D2950*	Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3549*	Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D5444	Mechanical Size Analysis of Extracted Aggregate
ASTM D6307	Asphalt Content of Hot-Mix Asphalt by Ignition Method
AASHTO T30	Mechanical Analysis of Extracted Aggregate
AASHTO T166	Bulk Specific Gravity of Compacted Hot Mix Asphalt (HMA) Using Saturated Surface-Dry Specimens
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate
Tex-202-F	Apparent Specific Gravity of Material Finer Than No.50 Sieve
Tex-203-F	Sieve Analysis of Fine and Coarse Aggregates
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures
Tex-206-F	Compacting Specimens Using the Texas Gyratory Compactor (TGC)
Tex-207-F	Determining Density of Compacted Bituminous Mixtures
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures
Tex-217-F	Determining Deleterious Material and Decantation Test for Coarse Aggregates
Tex-222-F	Sampling Bituminous Mixtures
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures
Tex-236-F (Method E Only)	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method
Concrete:	
ASTM C31/C31M*	Making and Curing Concrete Test Specimens in the Field
ASTM C39/C39M	Compressive Strength of Cylindrical Concrete Specimens
ASTM C42/C42M	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C78/C78M*	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C138/C138M*	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143/C143M*	Slump of Hydraulic-Cement Concrete
ASTM C172/C172M*	Sampling Freshly Mixed Concrete
ASTM C173*	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C174/C174M	Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C192/C192M	Making and Curing Concrete Test Specimens in the Laboratory
ASTM C231/C231M*	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C293/C293M	Flexural Strength of Concrete (Using Simple Beam With Center-Point Loading)
ASTM C495	Compressive Strength of Lightweight Insulating Concrete
ASTM C496/C496M	Splitting Tensile Strength of Cylindrical Concrete Specimens

Test Method(s):	Test Description:
ASTM C567	Determining Density of Structural Lightweight Concrete
ASTM C617	Capping Cylindrical Concrete Specimens
ASTM C642	Density, Absorption, and Voids in Hardened Concrete
ASTM C803*	Penetration Resistance of Hardened Concrete
ASTM C1064/C1064M*	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1140	Preparing and Testing Specimens from Shotcrete Test Panels
ASTM C1231/C1231M	Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
Fireproofing:	
ASTM E605*	Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members
ASTM E736*	Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members
Masonry:	
ASTM C67 (Sampling, Compressive Strength, and Absorption Only)	Sampling and Testing Brick and Structural Clay Tile
ASTM C109/C109M (Compressive Strength Only)	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)
ASTM C140 (Sampling, Compressive Strength, and Absorption Only)	Sampling and Testing Concrete Masonry Units and Related Units
ASTM C1019*	Sampling and Testing Grout
ASTM C1314*	Compressive Strength of Masonry Prisms
Roofing:	
ASTM C1616	Determining the Moisture Content of Organic and Inorganic Insulation Materials by Weight
ASTM D2829*	Sampling and Analysis of Existing Built-Up Roof Systems
ASTM D3617*	Sampling and Analysis of Built-Up Roof Systems During Application
Soils:	
ASTM D421	Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants
ASTM D422	Particle-Size Analysis of Soils
ASTM D558	Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort
ASTM D806	Cement Content of Hardened Soil-Cement Mixtures
ASTM D854	Specific Gravity of Soil Solids by Water Pycnometer
ASTM D1140	Amount of Material in Soils Finer than No. 200 (75-µm) Sieve
ASTM D1556*	Density and Unit Weight of Soil in Place by Sand-Cone Method
ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM D1632 (Compression Only)	Making and Curing Soil-Cement Compression and Flexure Test Specimens in the Laboratory
ASTM D1633[2]	Compressive Strength of Molded Soil-Cement Cylinders
ASTM D216	Unconfined Compressive Strength of Cohesive Soil
ASTM D2216	Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)

Test Method(s):	Test Description:
ASTM D2488*	Description and Identification of Soils (Visual-Manual Procedure)
ASTM D2901 (99) (Withdrawn 2006)[1]	Cement Content of Freshly Mixed Soil Cement
ASTM D2937*	Density of Soil in Place by the Drive-Cylinder Method
ASTM D2974	Moisture, Ash, and Organic Matter of Peat and Other Organic Soils
ASTM D3282	Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D3665	Random Sampling of Construction Materials
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4380	Density of Bentonitic Slurries
ASTM D4381	CBR (California Bearing Ratio) of Soils in Place
ASTM D4718	Unit Weight and Water Content for Soils Containing Oversize Particles
ASTM D6938*	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
Tex-101-E (Part III)	Preparing Soil and Flexible Base Materials for Testing
Tex-113-E	Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials
Tex-114-E	Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material
Tex-120-E	Soil-Cement Testing
Tex-121-E	Soil-Lime Testing
Tex-140-E	Measuring Thickness of Pavement Layer
Steel (Field & Shop)*:	
AWS D1.1; ASME Section V, Article 4 & 5; ASTM A388, A578, E164, E797	Ultrasonic Testing
ASTM E709; ASME Section V, Article 7	Magnetic Particle Testing
ASTM E165; ASME Section V, Article 6	Penetrant Testing
AWS D1.1, D1.3, D1.4, D1.5; ASME Section V, Article 9; ANSI B31.1	Visual Weld Inspection
RCSC	Bolting
Coatings:	
ASTM D4138* (Methods A & B)	Measurement of Dry Film Thickness of Protective Coating Systems by Destructive, Cross-Sectioning Means
ASTM D5162* (Method A)	Discontinuity (Holiday) Testing of Nonconductive Protective Coating on Metallic Substrates
ASTM D7091* (Type 2)	Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals
ASTM E1155*	Determining F_F Floor Flatness and F_L Floor Levelness Numbers

* This laboratory meets A2LA *R104 – General Requirements: Accreditation of Field Testing and Field Calibration Laboratories* for these tests.

[1] NOTE: This laboratory's scope contains withdrawn or superseded methods. As a clarifier, this indicates that the applicable method itself has been withdrawn or is now considered "historical" and not that the laboratory's accreditation for the method has been withdrawn.

[2] As Modified by the City of Houston

(A2LA Cert. No. 0479.01) 07/23/2012

Terracon

www.terracon.com

Exhibit C

City of Bryan, Texas
2014 Summary Fee Schedule
Construction Materials Engineering and Testing

SOILS LABORATORY TESTS

Classification

Moisture Content of Soil by Mass	$8.00/each
Atterberg limits (ASTM C-4318 Method A)	$40.00/each
Mechanical Sieve Analysis (ASTM D-422, Hydrometer add $95.00) *	$50.00/each
Percent Passing # 200 Sieve (ASTM D-1120)	$20.00/each
pH of soil (by meter) *	$20.00/each

Compaction

Optimum moisture / maximum density relations (proctors)

ASTM D-698, method A & B *	$120.00/each
ASTM D-698, method C *	$170.00/each
ASTM D-1557, method A & B *	$145.00/each
ASTM D-1557, method C *	$185.00/each
TEX -113-E *	$185.00/each
TEX -114-E, part I	$150.00/each
TEX -114-E, part II	$220.00/each
Specific gravity, *additional with method C proctors*	$30.00/each

Strength

TxDOT wet ball mill value (TEX-116-E) *	$150.00/each
California Bearing Ratio (CBR) (ASTM D-1883) p*roctor not included*	$275.00/each

Stabilization Evaluation

Soil-Lime curve, pH vs. Lime content *	$80.00/each
Soil-Lime curve PI vs. Lime content *	$120.00/each
Compressive Strength of Chemically-Treated specimens, *includes molding*	$35.00/each
Compressive Strength of Cement Treated Base, TEX-120-E *(field mixed)*	$80.00/each

Note: * denotes sample preparation/remolding time will be added at $35.00 for each sample.

FIELD - SOILS AND BASE SERVICES

Technician time will be charged at the appropriate hourly rate plus:

In-place density/moisture test, nuclear method, ASTM D-6938, minimum 3 tests	$25.00/each
Lime Treated or Base Depth Determination	$20.00/test
Lime-Soil Gradation	$25.00/test

CONCRETE AND MASONRY LABORATORY TESTS

Concrete Tests

Cylinder compression test (ASTM C-39)	$15.00/each
Cylinder compression test (ASTM C-39) (cast by others)	$20.00/each
Lightweight insulation concrete compression test, 3” x 6” cylinders (ASTM C -495)	$10.00/each
Preparation of concrete core specimen, cap and test	$60.00/each
Strip and cure cylinders NOT tested	$10.00/each
Measuring length of core (ASTM C-174) up to 6 inches	$10.00/each

Masonry Tests

Compressive strength CMU block (ASTM C-140) *	$30.00/each
CMU block absorption only (ASTM C-140)	$50.00/each
Compressive strength masonry prism (ASTM C-1314)	
CMU prism up to 8 (in.) width, Hollow Cells *	$125.00/each
CMU prism up to 8 (in.) width, Grout Filled Cells *	$150.00/each
Brick prism up to 4 (in.) width *	$85.00/each
Measurement for CMU block (ASTM C-140)	$30.00/each
Compressive strength of grout prism (ASTM C-1019) *	$20.00/each
Cube/cylinder mortar compression test (ASTM C-109)	$20.00/each
Preparation of masonry or grout specimen and cap	$35.00/each

Note: * denotes sample preparation time will be added at $35.00 for each sample.

Concrete Mix Verifications

Review mix design submitted by others (ACI 214), excluding test costs	$300.00/each
Batch and confirmation of others mix design	$400.00/each
Design confirmation cylinder test (ASTM C-39; Minimum of 5 cylinders)	$15.00/each

FIELD - CONCRETE AND MASONRY SERVICES

Technician time will be charged at the appropriate hourly rate plus:

Casting concrete cylinder test specimen (ASTM C-31), includes slump	$15.00/each
Casting Masonry Grout Specimen	$15.00/each

Casting Lightweight Insulating concrete cylinder test specimen $15.00/each
Air Content and unit weight of Freshly mixed concrete (ASTM C-173) $15.00/each
Molding Mortar Cube/Cylinder $10.00/each

Coring Services

Technician time (2-man crew) will be charged at the appropriate hourly rate plus:
Concrete pavement cores, 4" diameter up to 6" depth or less, *minimum 3/trip* $60.00/each
Concrete coring, additional thickness greater than 6" depth .....$10.00/per inch
Asphalt pavement cores 4" diameter up to 4" depth or less, *minimum 3/trip* $30.00/each
Asphalt coring, additional thickness greater than 4" depth ..... $8.00/per inch
Structural Concrete Coring ..... By Quotation

ASPHALTIC CONCRETE SERVICES

Molding or Mixing Asphaltic concrete ..... $35.00/per set
Bulk specific gravity of lab molded specimens, set of 3..... $45.00/per set
Bulk specific gravity of core specimens (TEX-207-F)*..... $25.00/each
Maximum theoretical density (ASTM D-2041 or TEX-227-F) $60.00/each
Hveem Stability (ASTM D-1560 or TEX-208-F), set of 3 .....$150.00/per set
Marshall Stability (ASTM D-1559), set of 3.....$150.00/per set
Asphalt Content (Ignition Oven Method)..... $100.00/each
Sieve Analysis (TEX-200-F, Part I)..... $40.00/each
Thickness Determination of Asphalt Pavement Cores $6.00/each
Sample Preparation/Processing/Trimming $35.00/each

AGGREGATE TESTS

Sieve analysis, dry (ASTM C-136)..... $50.00/each
Sieve analysis (ASTM C-117)..... $35.00/each
Sieve analysis w/ -200 (ASTM C-136 & C-117)..... $80.00/each
Unit weight (ASTM C-29)..... $35.00/each
Specific gravity/absorption (ASTM C-127 or C-128)..... $35.00/each
Sand Equivalent (ASTM D2419)..... $165.00/each

PERSONNEL RATES AND SERVICES

Engineering Services

Engineering services shall be performed by a professional engineer licensed in the State of Texas and employed by the company.

Project Engineer/Manager (P.E.)..... $140.00/hour

All reports relating to field sampling, construction observation, and field and laboratory testing services performed by the company shall be reviewed and signed by a licensed Professional Engineer. For this service, the City of Bryan will reimburse the company at the above Project Engineer/Manager rate for one eighth (1/8) of an hour of engineering review time for each report. For example, for one billing period, if sixteen reports were reviewed, two hours at $104.00/hour would be added to that billing period.

Field/Laboratory Services

Field sampling and construction observations along with field and laboratory testing services shall be performed by certified engineering technicians employed by the company

Graduate Engineer (E.I.T.) and Graduate Geologist	$100.00/hour
Senior Project Manager (non-engineer)	$100.00/hour
Certified Welding Inspector (CWI)	$85.00/hour
Lab Senior Engineering Technician	$55.00/hour
Engineering Technician (NICET Level II or above in related field; ACI-I in concrete, and TxDOT HMA-IA in asphalt)	$47.00/hour
Non-Certified Engineering Technician	$42.00/hour
Vehicle Charge (min. $25.00/day)	$0.65/mile

REMARKS

A 2-hour minimum charge is applicable to all trips made for performance of testing, observation or consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only or project management.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked before 7:00 a.m. and after 6:00 p.m., any time over 8 hours on one job per day, all weekends and holidays.

Expert testimony in depositions, hearings, mediations, and trials will be charged at 1.5 time the above hourly rates.

Rates and services not listed within this Fee Schedule are available upon request.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
SAMPLE	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	■ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	☐ CLAIMS-MADE ■ OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☐ POLICY ■ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	■ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						■ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability						PER CLAIM/AGGREGATE:	$1,000,000/ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Bryan shall be named as additional insured on all Commercial General Liability and Automobile Liability policies. Automotive Liability and Worker's Compensation policy to include a Waiver of Subrogation in favor of the City of Bryan. (All Endorsements must be submitted with the certificate)

CERTIFICATE HOLDER	CANCELLATION
City of Bryan Attn: Risk Management Department 300 S. Texas Ave Bryan, Tx 77803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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