

## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS           §

COUNTY OF BRAZORIA   §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and Terracon Consultants, Inc., a Delaware Corporation, hereinafter referred to as “Consultant”.

### **RECITALS**

The County intends to construct a right-turn deceleration lane along northbound FM 523 to eastbound County Road 792, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

### **TERMS**

#### *Article 1 Scope of Agreement*

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

#### *Article 2 Character and Extent of Services*

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3*  
*Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4*  
*Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”**

*Article 5*  
*Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant’s hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant’s statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6*  
*Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7*  
*Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8*  
*Ownership of Documents, Copyright*

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

*Article 9*  
*Public Contact*

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

*Article 10*  
*Consultant's Insurance Requirements*

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

*Article 11*  
*Indemnification*

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12*  
*Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13*  
*Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

*Article 14*  
*Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

**County:**

Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, Texas 77515  
ATTN: Matthew Hanks, JD, PE  
Email: [matth@brazoria-county.com](mailto:matth@brazoria-county.com)  
Phone: 979-864-1265

**Consultant:**

Terracon Consultants Inc.  
22535 TX-288B  
Angleton, Texas 77515  
ATTN: Marcus W. McClintock  
Email: [marcus.mcclintock@terracon.com](mailto:marcus.mcclintock@terracon.com)  
Phone: 979-202-1113

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

*Article 15*  
*Successors and Assigns*

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

*Article 16*  
*Applicable Law*

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

*Article 17*  
*Modifications*

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

*Article 18*  
*Authority of County Engineer*

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

*Article 19*  
*Severability*

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

*Article 20*  
*Merger*

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

*Article 21*  
*Boycott Verification*

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
  - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
  - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
  - (A) means, with respect to the entity or association, to:
    - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - or
    - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be



paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

## *Article 22*

### *Attachments*

22.01 The following attachments are a part of this Agreement:

- |           |  |
|-----------|--|
| Exhibit A | Scope of Work, Fee Schedule and Project Schedule |
| Exhibit B | County's minimum insurance requirements          |
| Exhibit C | Compliance with Laws                             |
| Exhibit D | Certificate of Interested Parties                |
| Exhibit E | Conflict of Interest Disclosure                  |
| Exhibit F | Contract Amendments (As Needed)                  |

*Article 22*  
*Execution*

23.01 The County executes this Agreement by and through the Purchasing Agent, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

**Brazoria County, Texas**

**Terracon Consultants Inc.**  
**a Delaware company**

**By:** \_\_\_\_\_

**Susan Serrano, CTPM, CTCM**  
**Purchasing Director**

**Date:** \_\_\_\_\_

**By:** Marcus McClintock

**Name:** Marcus McClintock

**Title:** Senior Associate

**Date:** 05/07/2025

**EXHIBIT “A”**  
**SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE**

*INSERT PROPOSAL AND SCHEDULE*



22535 N. Highway 288-B  
Angleton, TX 77515  
P (979) 202-1113  
[Terracon.com](http://Terracon.com)

April 21, 2025

Brazoria County Engineering Department  
451 North Velasco Street Suite 230  
Angleton, Texas 77515

**Attn:** Matt Hanks, P.E.  
P: (979) 864-1265  
E: [matth@brazoria-county.com](mailto:matth@brazoria-county.com)

**RE:** Proposal for Materials Services  
RT Deceleration Lane FM 523 to CR 792  
FM 523 at CR 792  
Freeport, Texas  
Terracon Proposal No. PAS251051

Dear Mr. Hanks:

We appreciate the opportunity to submit this proposal to Brazoria County Engineering Department to provide Materials services for the above referenced project. The following are exhibits to the attached Task Order.

<b>1.0</b>	<b>Project Understanding</b>
<b>2.0</b>	<b>Scope of Services</b>
<b>3.0</b>	<b>Schedule</b>
<b>4.0</b>	<b>Compensation</b>
<b>5.0</b>	<b>Assumption and Limitations</b>

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Task Order to our office. The Task Order refers to the previously signed Master Services Agreement between Terracon and Brazoria County Engineering Department dated/on May 21, 2015. We understand that we have been selected solely based on our professional qualifications.

Sincerely,  
**Terracon Consultants, Inc.**

*Thomas H. Dodd, IV*

Thomas H. Dodd, IV  
Senior Staff Engineer

*Marcus W. McClintock*

Marcus W. McClintock  
Office Manager

**MASTER SERVICES AGREEMENT****TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 05/21/2015 between Brazoria County TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the RT Deceleration Lane FM 523 to CR 792 project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 04/17/2025 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

**1. Project Information**

Materials Testing for the addition of a Right Turn Lane on FM 523 at CR 792.

**2. Scope of Services** The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

Materials Testing as described in proposal PAS251051

**3. Compensation** Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Compensation to be based on Time and Materials at the Unit Rates in the proposal PAS251051.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

Client: **Brazoria County TX**

By: Marcus McClintock Date: **4/18/2025**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: **Marcus W McClintock / Office Manager**

Name/Title: **Matt Hanks, P.E. /**

Address: **22535 N Highway 288B  
Angleton, TX 77515-4882**

Address: **451 N Velasco St Ste 230  
Angleton, TX 77515**

Phone: **(979) 202-1113** Fax: **(979) 202-1033**

Phone: **(979) 864-1265** Fax: \_\_\_\_\_

Email: **Marcus.Mcclintock@terracon.com**

Email: **matth@brazoria-county.com**

## 1.0 Project Understanding

Item	Description
Project Description	Addition of approximately 800 feet of turn lane to service FM 523 to CR792. Additional embankment and Storm Sewer extensions.
Sitework	<ul style="list-style-type: none"><li>■ Embankment and site regrading.</li><li>■ Asphalt pavement.</li><li>■ Storm water improvements.</li></ul>

Terracon was provided with the following construction documents for preparation of this proposal:

- Technical Specifications titled FM 523 at CR 792 Right Turn Lane.
- Plans prepared by Aguirre & Fields dated 6/28/2024.

A construction schedule was not provided at the time this proposal was prepared. We request the right to review the construction schedule and revise this proposal based on the schedule once it is provided.

## 2.0 Scope of Services

Our proposed Scope of Services consists of field and laboratory testing. These services are described in the following sections.

Scope Item	Description
Earthwork	<ul style="list-style-type: none"><li>■ Sample embankment and subgrade material. Prepare and test the samples for Atterberg Limits and percent fines.</li><li>■ Test soil samples for moisture-density relationship.</li></ul>

**Proposal for Materials Services**

RT Deceleration Lane FM 523 to CR 792 | Freeport, Texas

April 21, 2025 | Terracon Proposal No. PAS251051



Scope Item	Description
	<ul style="list-style-type: none"><li>■ Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory.</li><li>■ Observe proofrolling operations of the paving subgrades; and perform density tests of the cement-sand backfill, embankment, and paving subgrade using the nuclear method to determine the moisture content and percent compaction of the soil materials.</li></ul>
Asphalt Pavement	<ul style="list-style-type: none"><li>■ Sample asphalt materials during placement, prepare, and test the samples for bulk specific gravity of lab molded specimens and theoretical maximum specific gravity. One sample will be obtained for every 500 tons of asphalt placed each day.</li><li>■ Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.</li><li>■ Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.</li><li>■ Obtain cores from the pavements and perform thickness measurements and bulk density within five days of placement.</li></ul>
Project Management and Administration	<ul style="list-style-type: none"><li>■ Attend preconstruction or preinstallation meetings.</li><li>■ Coordinate field and laboratory testing.</li><li>■ Communicate with Terracon Engineering Technicians, Contractor, and Owner's site representative.</li><li>■ Review laboratory and field test reports.</li><li>■ Monitor our budget.</li></ul>

## **2.1 Scheduling Retests**

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

## **2.2 Additional Services**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

## **2.3 Mechanically Stabilized Earth (MSE) Walls**

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

## **3.0 Schedule**

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the Angleton, Texas office at the following phone number: (979) 705-7212. Services should not be scheduled through our field personnel.



We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

### 3.1 Compass



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using

innovative techniques to deliver quality projects. Construction data is viewed by geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations
- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.

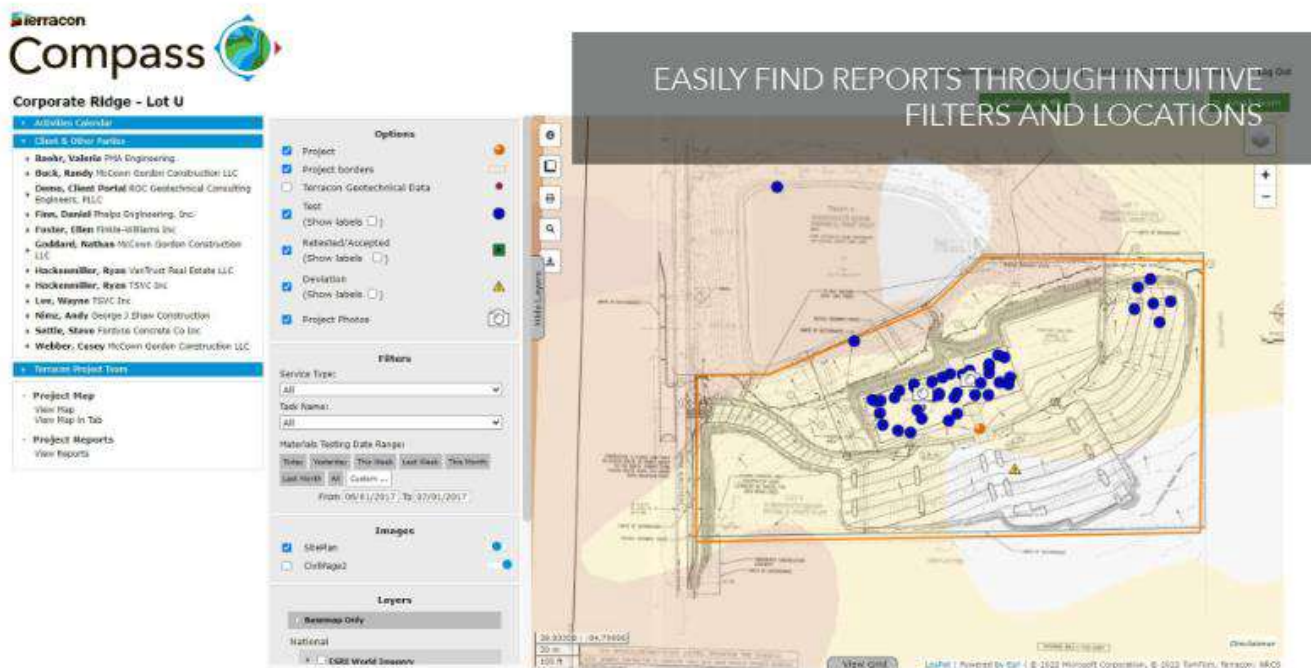
## Proposal for Materials Services

RT Deceleration Lane FM 523 to CR 792 | Freeport, Texas

April 21, 2025 | Terracon Proposal No. PAS251051



- Quicker turnaround of information and reports



Traditional methods of reporting and accessing results of your project's inspections, testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too. Either way, as you collaborate with Terracon, your team members will be able to build a library of past projects curated online through a secured login. That means a few years after completion, your team can readily find a final, signed deliverable.

### 3.2 Report Turnaround Time

We understand the importance of report turnaround to our clients, and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.

## Proposal for Materials Services

RT Deceleration Lane FM 523 to CR 792 | Freeport, Texas

April 21, 2025 | Terracon Proposal No. PAS251051



- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing. Terracon will maintain a deviation log which will be maintained electronically in our database and can be updated or emailed at any time.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

## 4.0 Compensation

Based upon our understanding of the site, the project as summarized in Item 1.0, and our planned Scope of Services outlined in Item 2.0, our estimated fee is shown in the following table:

Fee Estimate					
Materials Services					
RT Deceleration Lane FM 523 to CR 792					
Terracon Proposal No. PAS251051					
DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL QUANTITY	TOTAL
<b>Asphalt Testing</b>					<b>\$ 5,528.00</b>
Coring/Asphalt	\$ 85.00	6	hours	6	\$ 510.00
Theoretical Maximum Specific Gravity (ASTM D2041)	\$ 180.00	4	tests	4	\$ 720.00
Core Density (ASTM D2726)	\$ 75.00	2	tests	2	\$ 150.00
Trip Charge	\$ 70.00	6	days	6	\$ 420.00
CORE RIG	\$ 300.00	1	days	1	\$ 300.00
Engineering Technician	\$ 66.00	36	hours	36	\$ 2,376.00
Engineering Technician (Overtime)	\$ 99.00	8	hours	8	\$ 792.00
Nuclear Gauge (Equipment)	\$ 65.00	4	day	4	\$ 260.00
<b>Earthwork</b>					<b>\$ 4,455.00</b>
Engineering Technician	\$ 66.00	40	hours	40	\$ 2,640.00
Standard Proctor (ASTM D698)	\$ 180.00	3	tests	3	\$ 540.00
Wash 200 (ASTM D1140)	\$ 85.00	2	tests	2	\$ 170.00
Compressive Strength of Cement- Sand (sets of 4)	\$ 260.00	1	tests	1	\$ 260.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	\$ 85.00	2	tests	2	\$ 170.00
Trip Charge	\$ 70.00	5	days	5	\$ 350.00
Nuclear Gauge (Equipment)	\$ 65.00	5	day	5	\$ 325.00
<b>Administration</b>					<b>\$ 2,870.00</b>
Principal/APR	\$ 230.00	1	hours	1	\$ 230.00
Project Manager/Staff Engineer	\$ 150.00	12	hours	12	\$ 1,800.00
Administration	\$ 70.00	12	hours	12	\$ 840.00
<b>Total</b>					<b>\$ 12,853.00</b>

- Overtime is defined as hours worked more than 8 per day, and all ours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted.
- A 4-hour minimum charge will be applied to all trips made to provide testing, observation, and consulting services. The minimum charge is not applicable for trips for sample or cylinder pick-ups.
- All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.
- You will be invoiced monthly for services performed. Terracon invoices are due within 30 days following final receipt of the invoice.
- This is a budget estimate and not a not-to-exceed price. Many factors beyond our control such as weather and the contractors schedule will dictate the final fee for our services.
- Quantities for re-tests, cancelations and stand-by-time are not included in our fee.

## 5.0 Assumption and Limitations

In preparing this proposal, we assumed work would occur 5 days per week and that our services would be performed on an as requested basis. Our cost estimate assumes that work occur during normal business hours. Our services will be invoiced in accordance with Item 4.0.

We have excluded the following services from our proposal. We would be happy to provide an estimate to perform these services, if requested.

- Evaluate the subgrade soil for proposed chemically treated paving subgrade.
- Observe the chemical treatment process for the pavement subgrade.
- Perform field gradation tests of treated subgrade.
- Concrete Testing.

**EXHIBIT “B”**  
**INSURANCE REQUIREMENTS**

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

**EXHIBIT “C”**  
**COMPLIANCE WITH LAWS**

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. § 138 [49 U.S.C. § 303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 7<sup>th</sup> DAY OF May, 2025

**Terracon Consultants Inc.**  
**a Delaware company**

By: Marcus McClintock

Name: Marcus McClintock

Title: Senior Associate

Date: 05/07/2025

**EXHIBIT “D”**  
**CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://www.brazoria-county.com/purch/Index.asp>.



**EXHIBIT “E”**  
**CONFLICT OF INTEREST DISCLOSURE**

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:  
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse  
County Clerk’s Office  
111 E. Locust Street, Suite 200  
Angleton, TX 77515

**EXHIBIT “F”**  
**CONTRACT AMENDMENTS**

*INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.*