

Unit Fee Contract No.: 15-202C  
September 21, 2015

Johnson County  
Attn: Ralph McBroom  
1102 E. Kilpatrick Street, Suite B  
Cleburne, Texas 76031  
email: ramcbroom@johnsoncountytexas.org

**UNIT FEE CONTRACT  
CONSTRUCTION MATERIALS TESTING SERVICES FOR  
JOHNSON COUNTY JAIL ADDITIONS  
CLEBURNE, TEXAS**

Dear Mr. McBroom,

We are pleased to submit this unit fee contract for providing construction materials engineering services on the above referenced project.

**Project Budget**

Based upon our understanding of your needs, our unit fees for this project will be as stated on the budget attachment.

All fees for services performed which do not appear on the budget attachment will be based on our standard fee schedule. The final charges will be a function of the total services performed. All charges for laboratory services are F.O.B. our laboratory. The prices provided in the attached fee schedule will remain valid for forty-five (45) days from the date on this unit fee contract or for one year from that date if our services for this project are started within that forty-five (45) day period.

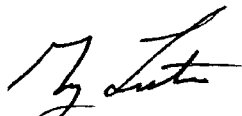
Invoices will be submitted for these services on a monthly basis. These will be due and payable upon receipt.

**Closing**

CMJ Engineering, Inc. appreciates the opportunity to submit this contract. We have provided the attached unit fees that corresponds to our understanding of the work scope that will be required of CMJ Engineering. Feel free to call us if you have any questions regarding our services or proposal. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Respectfully,  
CMJ ENGINEERING, INC.

  
R. Carl Lee, S.E.T.  
Executive Vice President

  
Greg Lester, S.E.T.  
Senior Estimator

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<u>DESCRIPTION</u>	<u>FEE</u>	<u>UNIT</u>
<b><u>Earthwork</u></b>		
Slake Sieve Analysis (TEX 101/110E)	\$ 173.25	each
pH Lime Series (Eades and Grim Method)	\$ 284.00	each
Lab Molded Soil-Cement Strength Specimen (Min. 3/set)	\$ 61.00	each
Moisture/Density Relations Soil-Cement (ASTM D558)	\$ 225.50	hour
Moisture/Density Relations (ASTM D1557)	\$ 210.00	each
Moisture/Density Relations (ASTM D698)	\$ 152.25	each
Oversize Rock Correction (ASTM D4718)	\$ 112.75	each
Liquid & Plastic Limit (ASTM D4318-B)	\$ 52.50	each
Laboratory Sieve Analysis (ASTM C117, C136, D1140)	\$ 58.00	each
In-Place Moisture/Density Tests (Sand Cone Method Min 4/trip)	\$ 68.00	each
Earthwork Observation and Testing Including all In-Place Moisture/Density Testing by ASTM D6938 (Min. 4 hours/trip)	\$ 62.50	hour
Project Management	\$ 82.00	hour
Vehicle Trip Charge	\$ 55.00	trip
<b><u>Pier Observation</u></b>		
Concrete Test Cylinders (ASTM C31/39)	\$ 17.00	each
Engineering Technician (Min. 4 hours/trip)	\$ 51.50	hour
Project Management	\$ 82.00	hour
Senior Engineering Technician	\$ 62.50	hour
Senior Geotechnical Engineer	\$ 126.00	hour
Cylinder Pick Up	\$ 148.75	each
Vehicle Trip Charge	\$ 55.00	trip
<b><u>HMAC Paving</u></b>		
Extraction/Gradation (TEX 210F/200F)	\$ 210.00	each
Lab or Core Density (TEX 207F - 3/set)	\$ 47.25	each
Lab Molding and Hveem Stability (TEX 206F/208F - 3/set)	\$ 263.00	set
Maximum Theoretical Specific Gravity (TEX 227F)	\$ 148.75	each
In-Place Density by Nuclear Method (TEX 207F/III - Min. 4 hours/trip)	\$ 62.50	hour
HMAC Coring (up to 6" diameter and 4" thickness - min. 4/trip)	\$ 81.00	each
Project Management	\$ 82.00	hour
Vehicle Trip Charge	\$ 55.00	trip

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<u>DESCRIPTION</u>	<u>FEE</u>	<u>UNIT</u>
<b><u>Concrete Observation/Testing</u></b>		
Concrete Test Cylinders (ASTM C31/39)	\$ 17.00	each
Concrete Test Beams (ASTM C31/78 - Min. 2/set)	\$ 42.00	each
Concrete Test Beams (ASTM C78 - Delivered to Lab)	\$ 28.25	each
Concrete Coring (up to 4" diameter and 6" thick - Min. 4/trip)	\$ 81.00	each
Saw Facing	\$ 13.00	each
Compressive Strength of Concrete Cores	\$ 47.25	each
Engineering Technician (Min. 4 hours/trip)	\$ 42.50	hour
Reinforcing Steel observation without Testing (Min. 4 hours/trip)	\$ 53.25	hour
Post-Tension Pre-Pour Placement Observation (Min. 4 hours/trip)	\$ 62.50	hour
Post-Tension Stressing Observation (Min. 4 hours/trip)	\$ 62.50	hour
Project Management	\$ 82.00	hour
Senior Geotechnical Engineer	\$ 126.00	hour
Cylinder Pick Up	\$ 148.75	each
Vehicle Trip Charge	\$ 55.00	trip
<b><u>Masonry Testing</u></b>		
Masonry Grout Prisms (ASTM C1019 - 4/set)	\$ 26.75	each
Masonry Mortar Cubes (ASTMC109/C270 - 3/set)	\$ 26.75	each
Engineering Technician for Masonry Construction Observation (Min. 4 hours/trip)	\$ 62.50	hour
Masonry Specimen Pick Up	\$ 148.75	each
Vehicle Trip Charge	\$ 55.00	trip
<b><u>Structural Steel Observation</u></b>		
Structural Steel Observation by CWI (Min. 4 hours/trip)	\$ 71.25	hour
Ultrasonic Testing of Welds by ASNT/NDT (Min. 4 hours/trip)	\$ 91.25	hour
Project Management	\$ 82.00	hour
Vehicle Trip Charge	\$ 55.00	trip
<b><u>Fireproofing</u></b>		
Fireproofing Thickness/Density (ASTM E 605 - Min. 3/trip)	\$ 58.00	each
Fireproofing Adhesion/Cohesion (ASTM E736 - Min. 3/trip)	\$ 79.00	each
Engineering Technician for Thickness Observation and Fireproofing Testing (Min. 4 hours/trip)	\$ 62.50	hour
Vehicle Trip Charge	\$ 55.00	trip

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<u>DESCRIPTION</u>	<u>FEE</u>	<u>UNIT</u>
<b><u>Roofing Installation Observation</u></b>		
Engineering Technician for Roofing Observation (Min. 4 hours/trip)	\$ 68.75	hour
Vehicle Trip Charge	\$ 55.00	trip
<b><u>Hourly Services/Misc. Services</u></b>		
Senior Geotechnical Engineer	\$ 126.00	hour
Construction Materials Testing Manager	\$ 116.00	hour
Project Manager	\$ 82.00	hour
Clerical Staff	\$ 58.00	hour
Floor Flatness Testing ASTM E1155 - (\$0.044/sf , Min 20,000sf)	\$ 880.00	min.
Vehicle Trip Charge	\$ 55.00	trip

**Notes:**

1. Project Management fees will be charged as follows: 2 hours for initial project setup for projects utilizing piered foundations, 1 hour for projects without piered foundations, pier reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum and 79G letter review at 5 minutes per lot. All other services that would be requested of a project manager will be charged at the above listed hourly rates.
2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over ten (10) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday or Sunday, will be billed at 1.5 times the regular rate and will be billed at 2.0 times the regular rate for recognized holidays.
3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
5. 4"X8" concrete compression test specimens will be used unless instructed otherwise.
6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
8. Vehicle trip charge outside Tarrant County bill be based on \$0.570/mile, portal-to-portal our office.
9. Specimen collection fees as stated are either project specific or for Tarrant County only.

## TERMS FOR CONSTRUCTION MATERIALS TESTING SERVICES

### THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as CMJ, and JOHNSON COUNTY, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached UNIT FEE CONTRACT identified as UNIT FEE CONTRACT No. 15-202C dated September 21, 2015, and any exhibits or attachments noted in the UNIT FEE CONTRACT. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

### STANDARD OF CARE

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

Services performed by CMJ under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the CMT LABORATORY profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of CMT LABORATORY services.

### SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CMJ to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CMJ free access to the site. CMJ will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the UNIT FEE CONTRACT.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CMJ will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CMJ arising from damage done to subterranean structures and utilities not identified or accurately located.

### SAMPLE DISPOSAL

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

### MONITORING

If CMJ is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the UNIT FEE CONTRACT, then this phrase applies. For the specified assignment, CMJ will report observations and professional opinions to CLIENT. No action of CMJ or CMJ'S site representative can be construed as altering any AGREEMENT between CLIENT and others. CMJ will report to CLIENT any observed geotechnically-related work which, in CMJ'S professional opinion, does not conform with plans and specifications. The CMJ has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CMJ'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

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

### BILLING AND PAYMENT

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

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

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

#### **RISK ALLOCATION**

Many risks potentially affect CMJ by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by CMJ. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CMJ'S liability, CLIENT agrees to limit CMJ'S liability to CLIENT and to all other parties for claims arising out of CMJ'S performance of the services described in this AGREEMENT. The aggregate liability of CMJ will not exceed the amount of the CMJ'S fee for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CMJ as a third-party defendant. Parties means CLIENT and CMJ and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CMJ agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

#### **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

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

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

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

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CMJ arising from CMJ'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

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

#### **DISPUTES RESOLUTION**

All claims, disputes, and other matters in controversy between CMJ and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and CMJ have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures is set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

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

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

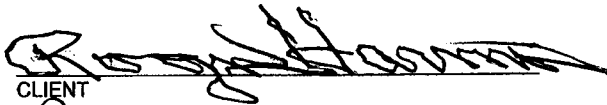
**GOVERNING LAW AND SURVIVAL**

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

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

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

  
CLIENT

By: Roger Harmon

County Judge  
Position

9-28-15  
Date

CMJ ENGINEERING, INC.

By:   
By: R. Carl Lee

Executive Vice President  
Position

September 21, 2015  
Date