

STATE OF TEXAS §
§ AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF DALLAS §

This Agreement for Professional Services (the “Agreement”) is made by and between the City of Hutchins, Texas (the “City”), a Texas general law municipality, located at 400 North JJ Lemmon Road, Hutchins, Texas 75141, and ECS Southwest, LLP, a Domestic Limited Liability Partnership (the “Professional”), located at 3033 Kellway Drive, Suite 110, Carrollton, Texas 75006, (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to provide Construction Materials Testing and Observation Services (the “Project”) on the terms and conditions set forth under this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The Term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

Article II
Contract Documents

2.1 This Agreement consists of the following items:

- (a) This Agreement;
- (b) Professional’s Scope of Services for services provided to City (attached as “A”); and
- (c) City insurance requirements (attached as Exhibit “B”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

Article III Scope of Services

3.1 Standard of Care. Professional shall perform the services in connection with the Project as set forth in the Scope of Services. Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects, engineers, or professional land use planners, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, engineer, or professional land use planner as the case may be. If Professional is not a licensed engineer or registered architect, Professional shall perform the services: (i) with the skill and care ordinarily provided by similar professionals practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent professionals.

3.2 City Information. City shall, prior to commencement of services, provide Professional with the information set forth in the Scope of Services, if any.

3.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

3.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the services for the Project.

3.5 Deliverables. Upon execution of this Agreement, City has the right to use Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by Professional in connection with this Agreement shall become the property of City. City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

3.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's service under this Agreement.

Article IV Schedule of Work

Professional agrees to commence the services upon a Notice to Proceed from the City and to complete the required services in accordance with a work schedule mutually established by the City and Professional. Any work performed or expenses incurred by Professional prior to Professional's receipt of a Notice to Proceed from the City shall be entirely at Professional's own risk.

Article V Compensation and Method of Payment

5.1 Professional's Fee. Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

5.2 Expenses. Unless otherwise provided in the Scope of Services Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

5.3 Hourly Rates. The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article VI Devotion of Time; Personnel; and Equipment

6.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall

make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

6.2 Engagement of Third Parties. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and obtain written approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless otherwise provided herein.

6.3 Professional's Facilities and Equipment. Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

6.4 Progress Reports and Meetings. Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by City from time to time based upon Project demands and as set forth in the Scope of Services. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Professional if City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due to the Professional shall be suspended until Professional has taken satisfactory corrective action.

Article VIII Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, City shall not: train Professional, require Professional to devote her full-time services to City, or dictate Professional's sequence of work or location at which Professional performs her work.

**Article IX
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article X
Insurance**

Professional shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents, and employees as additional insureds), insurance coverage as set forth in Exhibit "B". Professional shall provide signed Certificates of Insurance verifying that Professional has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

**Article XI
Indemnification**

PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**Article XII
Termination**

12.1 Termination for Cause. The City may terminate this Agreement, with or without cause, by giving Professional thirty (30) days prior written notice. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

12.2 Termination for Default. The City shall terminate this Agreement immediately in the event Professional fails to: (i) meet delivery schedules or (ii) otherwise conform to the specifications under this Agreement. Breach of contract or default authorizes the City to award the Agreement to another professional, purchase elsewhere, and charge the full increase in cost and handling to the defaulting Professional.

**Article XIII
Miscellaneous**

13.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

13.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

13.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

13.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

13.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

13.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

13.9 Recitals. The recitals to this Agreement are incorporated herein.

13.10 No Waiver of Immunity. The Parties agree that City has not waived immunity by entering into and performing its respective obligations under this Agreement.

13.11 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Hutchins, Texas
James Quin
400 North JJ Lemmon Road
Hutchins, Texas 75141
Telephone: (972) 225-6121
jquin@cityofhutchinstx.gov

With a copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson, L.L.P.
500 North Akard Street
Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
jgorfida@nicholsjackson.com

If intended for Professional:

ECS Southwest, LLP
Attn: Raza Hussain Mir
CMT Project Manager II
3033 Kellway Drive, Suite 110
Carrollton, TX 75006
(972) 392-3222

13.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

13.13 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform City.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform City of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by City in entering into this Agreement.

13.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

13.15 Audits and Records. Professional agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

13.16 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

13.17 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

13.18 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

13.19 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (b) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (c) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

13.20 Lone Star Infrastructure Protection Act Verification. If under this Agreement, Professional is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Professional verifies pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Professional nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

13.21 Anti-Terrorism Verification. Professional hereby represents and warrants that at the time of this Agreement neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a Company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other

business entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

13.22 No Excluded Nation or Foreign Terrorist Organization. Professional certifies that Professional is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

[Signature page to follow]

EXECUTED this _____ day of _____, 2026.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(03-04-2026:

EXECUTED this _____ day of _____, 2026.

ECS Southwest, LLP

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Scope of Services



ECS Southwest, LLP

Estimated Scope and Fee for Construction Materials Testing and
Observation Services

City of Hutchins Recreation Center and Library
401 North JJ Lemmon Road
Hutchins, Texas 75141

ECS Proposal No. 19:16969-REV

February 10, 2026





ECS SOUTHWEST, LLP

Geotechnical • Construction Materials • Environmental • Facilities

February 10, 2026

Blake Moore
City of Hutchins
PO Box 500
Hutchins, Texas 75141

Reference: Estimated Scope and Fee for Construction Materials Testing and Observation Services
City of Hutchins Recreation Center and Library
401 North JJ Lemmon Road
Hutchins, Texas 75141
ECS Proposal No. 19:16969 - REV

Dear Blake Moore:

ECS Southwest, LLP (ECS) appreciates to be selected to submit this scope and fee to provide Construction Materials Testing and Observation Services for the above-referenced project. This proposal contains our project understanding, proposed scope of services, fee estimate with applicable schedule of unit rates, and authorization requirements.

ECS provided Geotechnical services (Report No. 19:10040, dated September 9, 2025) for this project. We also perform the materials testing services for the new City of Hutchins City Hall. Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, materials testing, and engineering consulting services.

We look forward to the opportunity to work with you and the design team on this project, and to continue serving as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (972) 392-3222.

Respectfully submitted,

ECS Southwest, LLP

Raza Hussain Mir
CMT Project Manager II

Michael Batuna
Vice President

3033 KELLWAY DRIVE, SUITE 110, CARROLLTON, TX 75006 • T: (972) 392-3222 • F: (214) 483-9684

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC – An Associate of ECS Group of Companies • www.ecslimited.com

"ONE FIRM. ONE MISSION."

PROJECT UNDERSTANDING

Our understanding of the project is that it will include a Recreation Center, a library, and an elevated level running track (~41,606 square feet), dumpster enclosure, parking spots, sidewalks, and fire lanes.

SCOPE OF SERVICES

The scope of services for this project includes the testing and observation associated with the planned development. The scope of services for this project is outlined in more detail in Appendix I of this proposal.

FEES FOR SERVICES

ECS proposes to conduct our scope of services on a unit rate basis in accordance with the fee schedule included in Appendix II. We have utilized this fee schedule along with the plans and specification to derive the estimated fees which are shown in Appendix III. Services provided for this project will be billed in accordance with the unit rate fee schedule provided in Appendix II of this proposal. Our professional judgment was used to determine the estimated fees; however, there are many factors that are not in ECS' control once the project starts, such as the contractor's working hours and intensity, which could affect over-time the estimated fees for our services. We will endeavor to work and invoice the client within the confines of our estimated fees; however, the estimated fees are not represented as a lump sum price or a not-to-exceed value.

Any and all deviations from the assumed quantities and timeframes detailed in the attached estimate are not included and will be considered as an addition to our proposed scope of service. We have assumed that the general contractor will provide the normal and customary concrete cylinder curing boxes and/or curing sheds as applicable and therefore costs associated with on-site concrete cylinder curing facilities have not been included in the estimated fees. Actual fees may be greater or less than the estimate based upon actual quantities that will be calculated using the enclosed schedule of unit rates.

Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. All unit rates will remain in effect for the duration of the project.

ECS field services will be rendered portal-to-portal from our office in Carrollton, TX. Our unit rates are based on a normal 8 hour work day, Monday through Friday. Overtime beyond 8 hours per day, 40 hours per week, outside the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday and all ECS recognized Holidays will be invoiced at a rate of 1.5 times the normal hourly rate. [REFERENCE APPENDIX II]

BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a breakdown of billing units. Upon request, ECS Southwest, LLP will provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will typically display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

COMMUNICATIONS AND SCHEDULING

Our service will be provided on an on-call basis. **The appropriate contractor or owner representative should contact our Dispatch at _19Scheduling@ECSLimited.com**

Scheduling or cancellation should occur prior to 3:00 p.m. on the day before services are required. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results. Services cancelled without advance notice will be assessed a minimum 4-hour charge upon arrival at the site. We reserve the right to charge up to a 2-hour minimum for cancellation requests received while the technician is enroute, plus mileage. Same day service will be billed at the overtime rate according to availability of personnel.

ECS requests that all materials proposed for compaction or fill placement be submitted to our laboratory for testing a minimum of one week in advance of their placement on the project.

ECS reports are distributed by e-mail. Please list those to whom the reports should be sent and provide their e-mail on the attached Proposal Acceptance Form [Appendix IV].

ECS ADVANTAGES

In addition to the standard services many local testing agencies provide, ECS has distinguished itself on multiple disciplines to allow us to "Set the Standard of Service" for you, our clients. Most notably:

- **Resources.** Our size allows us to maintain consistent staffing levels to meet your project's needs. We currently have 85+ offices and testing facilities, and 2,500+ employees.
- **Experience.** In 2023, ECS celebrated its 35th anniversary.
- **Technology.** Electronic Paperless reporting. All recorded data is stored digitally for ease or reproduction.
- **Efficiency.** Our paperless reporting allows us to save costs which we pass directly to our clients.

AUTHORIZATION

If the scope of work as outlined in this proposal and the attached Terms and Conditions of Service are acceptable to you, please sign the attached Proposal Acceptance Form as our client and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

By signing the Proposal Acceptance Form or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described, you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and our Client.

Fully completing and signing the attached Proposal Acceptance Form as our client will provide formal authorization for ECS to enter the site and perform the above work, as well as provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place for you to enter invoicing instructions and report distribution.

- Attachments:
- Appendix I – Scope of Services and General Assumptions
 - Appendix II – Fee Schedule
 - Appendix III – Estimated Fees
 - Appendix IV – Proposal Acceptance Form
 - ECS Southwest, LLP Terms and Conditions of Service

APPENDIX I – SCOPE OF SERVICES AND GENERAL ASSUMPTIONS**A. Shallow Foundations**

1. Document the dimensions of building foundation elements, dumpster pad elements, and report compliance with the approved documentation.
2. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B. Deep Foundations – Drilled Pier (Caissons)

1. Observe drilling operations and maintain accurate records for each pile.
2. Observe location, plumbness, diameter, bell dimension, length, embedment, and end bearing strata.
3. Observe reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

C. Earthwork

1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill in accordance with project specifications. Testing may include:
 - a. Grain Size Distribution
 - b. Liquid and Plastic (Atterberg) Limits
 - c. #200 Material Washed Sieve Analysis
 - d. Proctor Moisture Density Relationships
2. Observe condition of bottom of excavations prior to foundation preparation, note seepage of water, and suggest and observe corrective measures at problem areas.
3. Observe proof-rolling by means specified in the geotechnical report to identify weak areas in the native soil or prepared subgrade prior to structural fill placement or finishing courses.
4. Perform in-place density tests as required by project specifications and test each lift for compaction. per the Nuclear Test Method (ASTM D6938).
5. Where deficiencies are noted during fill or backfill placement, suggest and observe remedial actions, including reworking and recompacting of materials.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

D. Cast-in-Place Concrete

1. Test and report concrete for compliance with the provisions of ACI, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and accessories to document conditions and installation for general compliance with the project drawings and specifications.
3. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
 - a. Confirm mix design
 - b. Slump
 - c. Air Content
 - d. Temperature
 - e. Batch-to-placement time
 - f. Cast test cylinders

4. Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
5. Curing and testing of concrete cylinders in the laboratory shall be performed in accordance with applicable ASTM guidelines and project requirements. Four-inch by eight-inch cylinders size is proposed.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

E. Rigid Concrete Pavement

1. Test and report concrete for compliance with the provisions of ACI, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and accessories (as applicable) to document conditions and installation for general compliance with the project drawings and specifications.
3. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
 - a. Confirm mix design
 - b. Slump
 - c. Air Content
 - d. Temperature
 - e. Batch-to-placement time
 - f. Cast test cylinders
4. Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
5. Curing and testing of concrete cylinders in the laboratory shall be performed in accordance with applicable ASTM guidelines and project requirements. Four-inch by eight-inch cylinders size is proposed.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

F. Structural Steel

1. Document field welder certifications to confirm that welders have current certifications for welding operations that they perform.
2. Perform the following functions related to structural steel erection in the field:
 - a. Observation of welded and bolted connections for general compliance with project documents and specifications.
3. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

G. Masonry

1. Periodically observe procedures and materials to document general compliance with project documents and specifications.
2. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

H. Reinforcing Steel

1. Observe reinforcing steel (rebar, welded wire) placement for cast in place and site cast concrete components as well as masonry components to document conditions and installation for general compliance with the project drawings and specifications.
2. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

I. Project Administration, Clerical, & Dispatching

Project Administrators / Clerical Staff will work on the projects as follows:

1. Perform Field Services Dispatching.
2. Process Field Reports and Laboratory Test Result Reports.
3. Perform additional administrative and clerical duties to aid in project execution.

J. Project Management

Project Managers and Principal Engineers will manage the project as follows:

1. Attend the Pre-Construction meeting (if held).
2. Coordinate field and lab services with the project general contractor and dispatch our field staff as scheduled.
3. Process, finalize, and distribute all field and laboratory reports.
4. Manage our project operation and services delivery as well as provide general material engineering consultation.

Our field staff or project professionals will provide documentation of events in the field and notify the project general contractor and the client (as needed) upon recognition of deficiencies.

GENERAL ASSUMPTIONS

Based on the general project information and our scope of services outlined above, the general assumptions utilized in the preparation of our estimated fees are listed below:

1. All material sample pickups and transport to our Laboratory are separate trips, independent of scheduled services.
2. All reinforcing steel observation (as scheduled) will be performed on the same trip as the respective concrete placement event, immediately prior to concrete placement.
3. Concrete will generally be placed at 200 cubic yards per event (pour) where applicable. 200 cubic yards per pavement concrete placement event.
4. Utility trench excavation backfilling will be completed at a rate of 100 linear feet/day.
5. Building Pad Subgrade Moisture Conditioning will be completed at a rate of 1,000 to 1,500 cubic yards/day.
6. Pier drilling observations will be observed at a rate of 10 piers/day.

APPENDIX II – FEE SCHEDULE

FIELD SERVICES:

	<u>Unit Rate</u>
1. Engineering Technician	\$ 62.00/hour
2. Engineering Technician - OT	\$ 105.00/hour
3. Senior Engineering Technician	\$ 70.00/hour
4. Senior Engineering Technician OT	\$ 97.50/hour
5. Structural Steel Technician	\$ 85.00/hour
6. Material Pickup Technician	\$ 50.00/pickup
7. Standard Proctor Moisture/Density Relationship Test	\$ 155.00/test
8. Atterberg Limits Tests	\$ 85.00/test
9. Grain Size Analysis Washed	\$ 50.00/test
10 Nuclear Gauge Fee	\$ 55.00/day
11 Compressive Strength, Concrete Cylinders	\$ 16.00/each
12 Grout Prisms – Compressive Strength	\$ 20.00/each
13 Compressive Strength, Grout Cubes	\$ 18.00/each
14 Vehicle Charge	\$ 70.00/trip

ENGINEERING/PROJECT MANAGEMENT

1. Project Initiation / Startup	\$ 200.00/lump sum
2. Administrator / Clerical / Dispatch	\$ 50.00/hour
3. Project Manager	\$ 150.00/hour
4. Project Principal	\$ 220.00/hour