

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT
Portland, Texas

PROFESSIONAL CONSULTING SERVICES CONTRACT;
GEOTECHNICAL INVESTIGATIONS FOR ALL-PURPOSE
INDOOR PRACTICE FACILITY PROJECT

This CONTRACT is made and entered into by and between the GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (hereafter called "Owner") and RABA-KISTNER (hereafter called "Consultant"), effective as of the date specified herein.

WHEREAS, Gregory-Portland Independent School District has selected Consultant based on the demonstrated competence and qualifications of Consultant to perform the professional consulting services required herein;

NOW THEREFORE, Gregory-Portland Independent School District and Consultant, for the consideration specified herein, hereby agree as follows:

1. Scope of Work/Services. Consultant will perform, on an independent contractor basis, the following professional consulting services:

All geotechnical investigation and design recommendations services for the G-PISD All-Purpose Indoor Practice Facility Project ("Project") as described in the proposed pricing and scope of work attached hereto as Exhibit A, and incorporated herein as part of this Contract, and in coordination with and as requested by the G-PISD Independent Project Architect Turner-Ramirez Architects ("Architect") and the General Contractor (TBA) for the Project.

2. Certifications. Consultant shall have and maintain for the duration of this Contract any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Contract. Following the execution of this Contract and before performing any work, Consultant shall furnish to Owner copies of the professional certifications, licensing and credentials of Consultant and its staff to perform the services to be provided under this Contract.

3. Insurance. Prior to commencing work, Consultant shall also furnish Owner Certificates of Insurance evidencing the following coverages: automobile liability insurance coverage for all owned, non-owned and hired vehicles used in provision of services, workers' compensation insurance, general liability insurance, and errors and omissions professional liability insurance.

4. Commencement/Completion of Services/Work. Consultant shall commence work on or before February 21, 2022, and shall complete the work in a timely manner in accordance with the

Proposal, professional and industry standards for such geotechnical services, and in coordination with and as requested by the Architect and the General Contractor for the Project, so as not to impede or delay progress and completion of the Project.

5. Consultant's Fee/Contract Price. Owner will pay Consultant for actual work performed based on the pricing and scope of work described in Exhibit A, for a total fee not-to-exceed \$25,000.00 for all services performed by Consultant under this Contract with respect to the Project. Consultant shall not be entitled to any reimbursement for expenses or compensation for additional services. Any services to be performed outside of the Scope of Work must be authorized and approved in writing by Owner in advance of performance.

The Consultant's fee shall be payable based on monthly invoices (requests for payment) detailing the services that have been performed/completed during the period covered by the invoice. Monthly invoices must be certified by the Architect and General Contractor, and shall be consistent with the fees specified in Exhibit A to this Contract. No less than 10% of the estimated total fee is to be paid as a final payment only after certification by the Architect and General Contractor for the Project that all Consultant Services have been successfully completed and that Consultant has submitted all certified statements, reports, test results, sampling data and other documentation and deliverables for the Project, as described in Exhibit A and as required by Owner's Architect and General Contractor. Consultant invoices (requests for payment) certified by the Architect and General Contractor shall be paid by Owner within 30 days from date of invoice.

6. Termination of Contract. The Owner may terminate this Contract at any time, with or without cause. In such event, and after all plans and other documents and material provided by the Owner are returned to the Owner, and after Consultant has provided Owner copies of all test results, reports and other deliverables relating to services performed prior to termination, the Consultant shall be compensated for the services performed prior to the date of termination.

7. Miscellaneous.

Assignment. Consultant may not assign this Contract, and any duties and obligations entailed herein, without the prior written consent of G-PISD.

Governing Law and Venue. This Contract is to be performed in Portland, San Patricio County, Texas and shall be governed by the laws of the State of Texas. Venue for any disputes relating to this Contract shall be in San Patricio County.

Indemnity. To the extent permitted by law, Consultant shall indemnify and hold harmless G-PISD, its officials and employees, against claims for damages, personal injury, or death caused by the acts or omissions of Consultant or Consultant's agents in the performance of this Contract. To the extent permitted by law, G-PISD shall indemnify and hold harmless Consultant, its officials and employees, against claims for damages, personal injury, or death caused by the acts or omissions of G-PISD or G-PISD's agents in the performance of this Contract.

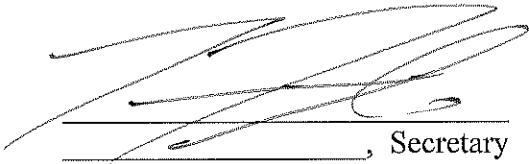
Entire Agreement. This Contract represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements,

either written or oral. This Contract may be amended only by written instruments signed by both Owner and Consultant.

Executed in Portland, Texas, on Feb. 11, 2022.

ATTEST:


GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (Owner)
608 College Street
Portland, Texas 78374


_____, Secretary

By: Victor Hernandez
Name: Victor Hernandez
Title: Board President

ATTEST:

Raba Kistner Consultants, Inc.
Consultant/Firm


Nika Petaia, Secretary

By: Gabriel Ornelas, Jr.
Name: Gabriel Ornelas, Jr., P.E.
Title: Senior Vice President & COO

247140.2

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>RATES</u>
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	\$14.50/ft
	Soil (Below 50 ft.)	\$17.00/ft
	Soft Rock	By Quote
	Nx Rock Core	
	Rock Coring	By Quote
	Field Logging Services	
	Engineering Technician	\$ 61.75/hr
	Registered Geologist	\$155.00/hr
	Staff Engineer (E.I.T.)	\$145.00/hr
	Licensed Professional Engineer (P.E.)	\$200.75/hr
	Field Coordination	
	Field Engineer (E.I.T.)	\$145.00/hr
	Engineering Technician (Flagman)	\$ 61.75/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	\$300.00/ls
	Field Logger Trip Charge	\$1.25/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	\$235.00/hr
	Mileage – Non-Drilling Equipment	\$ 1.25/mile
	Grout/Bentonite Backfill	\$ 7.00/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	\$51.00/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	\$106.00/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$ 13.25/ea
ASTM D 427	Shrinkage Limit in Conjunction with Atterberg Limits	
	a) Volumetric	\$146.25/ea
	b) Linear (TxDOT, TEX-107-E)	\$146.25/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis	
	a)Washed Through No. 40 (Up to 5 Sieves)	\$ 71.75/ea
	b)Washed Through No. 200 (Up to 4 Sieves)	\$118.50/ea
	c) Additional Sieves	\$ 16.50/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	\$ 71.75/ea

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	\$118.00/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	\$ 393.00/ea
ASTM D 2166	Unit Dry Weight	\$ 41.00/ea
ASTM 4318	Lime Series	\$ 522.00/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	\$ 62.00/ea \$ 67.25/ea \$ 15.50/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	\$ 397.25/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	\$ 316.00/ea \$ 616.75/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	\$ 981.75/ea
	Corrosivity (pH, chloride, sulfate, resistivity)	\$ 497.75/ea
	pH	\$ 65.50/ea
	Resistivity	\$ 335.50/ea
	Sulfate Content	\$ 112.75/ea
	Chloride Content	\$ 65.00/ea
	Swell Test	
	a) Method "A"	\$ 1,451.25/ea
	b) Method "B"	\$ 254.75/ea
	a) Method "C"	\$ 1,741.75/ea
	b) Modified Method "B"	\$ 226.00/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	\$ 245.00 to 412.25/hr
Licensed Professional Engineer (P.E.)	\$ 159.00 to 272.00/hr
Staff Engineer, E.I.T.	\$ 126.25 to 218.00/hr
Registered Geologist	\$ 155.00/hr
Draftsman	\$ 102.25/hr
Outside Professional Services	Cost + 15%
Additional Insured	\$ 292.50/ea
Secretarial	\$ 64.25 to 109.25/hr
Vehicle Travel Charge	\$ 1.25/mile

NOTE: Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified. The fee schedule presented in this attachment is subject to an annual 4% increase to reflect the increases in costs in the provision of the services.