

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT
Portland, Texas

PROFESSIONAL CONSULTING SERVICES CONTRACT:
MATERIALS TESTING FOR AGRI SCIENCE CENTER 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 construction material testing, sampling and observation services for the G-PISD Agri Science Center 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 Garza Bomberger & Associates Architects ("Architect") and the General Contractor (Weaver & Jacobs) 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 June 14, 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 of \$39,944.45 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 June 13, 2022.

ATTEST:

GREGORY-PORTLAND INDEPENDENT SCHOOL
DISTRICT (Owner)
1200 Broadway Blvd.
Portland, Texas 78374

_____, Secretary

By: _____
Name: Dr. Michelle Cavazos
Title: Superintendent

ATTEST:

Raba Kistner Consultants, Inc.
Consultant/Firm

_____, Secretary

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

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