

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT
Portland, Texas

PROFESSIONAL CONSULTING SERVICES CONTRACT:
MATERIALS TESTING FOR EARLY CHILDHOOD 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:

Early Childhood Center

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 Huckabee 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

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 **\$124,894.05** 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%~~ ^{2.5%} 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.

upon thirty (30) days written notice

7. Miscellaneous.

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

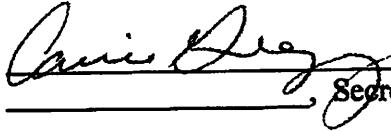
Governing Law and Venue. This Contract is to be performed in Portland, San Patricio County, Texas and shall be governed by the laws of the State of Texas. Venue for any disputes relating to this Contract shall be in San Patricio County.

Indemnity. To the extent ^{negligent} 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.

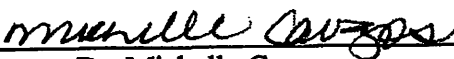
Entire Agreement. This Contract represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instruments signed by both Owner and Consultant.

Executed in Portland, Texas, on June 13, 2022.

ATTEST:


_____, Secretary

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

By: 

Name: Dr. Michelle Cavazos
Title: Superintendent

ATTEST:


_____, Secretary

Raba Kistner Consultants, Inc.
Consultant/Firm

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

247140.2

Proposal No.: PMD22-003-01
April 8, 2022



Raba Kistner, Inc.
5449 Bear Lane, Suite 318
Corpus Christi, TX 78405
www.rkci.com

P 361.445.4058
TBPE Firm F-3257

Mr. Christopher Casarez
G-P ISD
608 College Street
Portland TX, 78374

**RE: Proposal for Construction Materials Observation and Testing
G-P ISD Early Childhood Center
Portland, Texas, 78374**

Dear Casarez:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is:

G-P ISD Early Childhood Center – Base Bid: \$124,894.05

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications downloaded from the dropbox link provided to us via electronic-mail transmittal from Mr. Thomas Lawing, Construction Manager with G-P ISD, March 29, 2022 and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Page Nos. 4 through 7 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.



Proposal No.: PMD22-003-01
April 8, 2022

Very truly yours,

RABA KISTNER Consultants, Inc.



Codey McGowan
CoMET Supervisor

CM

Attachments: Basic Charges
I-Standard Terms and Conditions
II-Schedule of Fees
Copies submitted: Above (1)

Accepted By Michelle Canzosa
(Signature)

Michelle Canzosa
(Typed or Printed Name)

Superintendent
(Title)

Date 4-13-2022