

**PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL ENGINEERING
AND
CONSTRUCTION MATERIAL TESTING SERVICES**

This Agreement is made and entered into by and between the **WILLIS INDEPENDENT SCHOOL DISTRICT** ("District"), an Independent School District and political subdivision of the State of Texas and **GEOTECH ENGINEERING AND TESTING**, by and through its designated officer(s), pursuant to its by-laws, or via a resolution of its Board of Trustees ("Consultant"), both of which may be referred to herein collectively as the "Parties," to provide Geotechnical Engineering and Construction Materials Testing Services for the following project (the "Project):

**Revised Geotechnical Study for Building, Paving, Utilities, and Detention Pond
for Proposed Willis ISD Elementary School #7 in Willis, TX 77318**

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges, and obligations herein contained, District and Consultant do hereby agree as follows:

I. PERIOD OF SERVICE

1.1 This Agreement shall take effect upon execution by both Parties and continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services. Performance for the Project listed above shall commence upon issuance of a Notice to Proceed by the District's Representative and shall terminate upon substantial completion of Consultant's duties as set forth in the Scope of Services and upon written acceptance by the District of the work product or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

1.2 Consultant shall not commence work or incur any billable expenses on the Project until establishment of the Scope of Services in a Requirements Work Order and the issuance of a Notice to Proceed for that Project.

1.3 If funding the Project is not appropriated at the time this Agreement is entered into, District retains the right to terminate this Agreement at the expiration of each of the District's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

1.4 The Owner is the Board of Trustees of the Willis Independent School District and is referred to throughout this Agreement as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

1.5 The District Representative(s) shall be as follows:

Dr. Kimberley James, Superintendent of Schools
612 N. Cambell St.
Willis, TX 77378
Phone: (936) 856-1200

II. SCOPE OF SERVICES

2.1 Consultant, in consideration for the compensation herein provided, shall render investigation, analysis, and engineering services in connection with the Project listed above. The Consultant's work will include the following:

2.1.1 Geographical Engineering Services:

- Mobilization and Demobilization; and
- Field Exploration to include
 - Laboratory Testing; and
 - Engineering Analysis and Report (See Section 2.1.2).

• Further specifics:

- Number of Borings, Building, and Auxiliary: 8 (Depth, ft. - 25)
- Number of Boring Detention Pond: 2 (Depth, ft. - 20)
- Number of Borings, Paving, and Play Area: 9 (Depth, ft. - 10)

2.1.2 **Geotechnical Report (to generally provide the following recommendations but not be limited to the same)):**

- Site visit by project manager;
- Drilled footing, spread footing, and floating slab recommendations
- Detention pond recommendation;
- Paving recommendation for auto and light trucks;
- Lateral load design parameters (L-Pile);
- Generalized soil and groundwater conditions;
- Engineering characteristics of subsurface material together with laboratory test results;
- Site conditions including (but not limited to) site topography, vegetation, etc.;
- Color pictures of the site;
- Foundations and risks;
- Whether or not subsoils are expansive;
- Depth of root fibers and estimated depth of active zone;
- Potential vertical rise (PVR);
- Whether the excavated soils can be used as fill;
- Maintenance programs, trees, drainage;
- Recommendations on site preparation, earthwork, compaction, and structural fill material;
- Soil stabilization requirements, suitable additives, and quantities; and
- Potential construction problems.

2.2 Consultant, in consideration for the compensation herein provided, shall render services in order to clear a path for Consultant's drill rig.

2.3 In the event that soft and inaccessible site conditions are encountered, Consultant will be required to utilize limited access equipment including the use of a buggy rig. Use of a buggy rig will result in additional expense.

2.4 Scope of Services does not include settlement and/or slope-stability analysis.

2.5 Consultant shall complete all work on the Project in compliance with this Agreement, in a timely fashion consistent with the construction schedule. The Consultant agrees to staff the Project with sufficient necessary, qualified personnel so as not to delay or disrupt the progress of the Project.

2.4 Upon completion and execution by both parties of the Requirements Work Order, the Requirements Work Order shall be deemed incorporated herein by reference as if fully set forth in this Agreement.

III. COORDINATION WITH THE DISTRICT

3.1 Consultant shall hold periodic conferences with District's representative, so that the Project, as developed, will have the full benefit of District's experience and knowledge of existing needs and facilities and be consistent with the District's current policies and standards. No more than two conferences shall be held, unless otherwise agreed to by Parties. The District shall make available, for Consultant's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this Project as may be requested by Consultant at no cost to Consultant, but does not warrant the accuracy of such documents.

3.2 The District's representative shall act on behalf of District with respect to the work performed under this Agreement and shall have complete authority to transmit instructions, receive information, and interpret and define District's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

3.3 The District shall provide written notice to the Consultant of any errors or omissions discovered in the Consultant's services, or performance, or of any development that affects the scope or timing of Consultant's services.

3.4 Consultant shall complete all applications and furnish all required data compiled by Consultant for District's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Project, as may be necessary for completion of the Project. Consultant shall not be obligated to develop additional data, prepare extensive reports, or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article IV, COMPENSATION.

IV. COMPENSATION

4.1 Requirements Work Order. For and in consideration of the services to be rendered by Consultant, District shall pay Consultant a not-to-exceed fee set out in the Requirements Work Order related to this Agreement. Nothing contained in this Agreement shall require District to pay for any unsatisfactory work, as determined by District's representative, or for work that is not in compliance with the terms of this Agreement. The District shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

4.2 Basis for Compensation and Invoicing. During the course of a Project, the Consultant shall submit monthly invoices for work performed and completed which has not been included on previous invoices. Payments shall be made to the Consultant in accordance with the Requirements Work Order for the Project, the fees established therein, and the Texas Prompt Payment Act. The scope and quantity of the services and testing provided will be dependent upon services and testing actually authorized and required by the District.

4.3 Additional Professional Services. All additional services, if any, shall be paid based upon a written proposal for such services approved by the District Representative, or the Board of Trustees if required, prior to the performance of such services. Consultant may be required to perform the additional services in connection with this Agreement including, but not limited to, the following:

4.3.1 Acting as an expert witness in any litigation with third parties, arising in connection with the Project, including the preparation of engineering data and reports and providing testimony as necessary.

4.3.2 Services after the completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.

4.3.3 Additional copies of reports, drawings, and specifications over the number specified in this Agreement.

4.4 Compensation for Additional Professional Services. Consultant may be required to perform the additional services in connection with the Requirements Work Order. Compensation for such additional services shall be subject to prior approval of the District and approval of the Board of Trustees if additional funds, not provided for, in the initial budget are required to cover such services. Should Consultant be directed in writing by District's representative to perform these services, compensation shall be paid by District to Consultant as authorized in writing by District's representative.

V. OWNERSHIP AND RETENTION OF DOCUMENTS AND ACCESS TO LAB RESULTS

5.1 Upon completion or termination of the Project, or upon request by the District, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the District and shall be

delivered at no cost to the District without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The District shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense. Consultant shall not be liable for any unauthorized reuse or modification of its documents, reports or other work products. Notwithstanding the foregoing, **THE DISTRICT UNDERSTANDS THAT THE DOCUMENTS AND INFORMATION ADDRESSED IN THIS PARAGRAPH 5.1 ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATION, OR ADAPTATIONS OF THE PROJECT AND ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY CONSULTANT FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE DISTRICT'S OWN RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO CONSULTANT.**

5.2 At any time during the Project, upon reasonable notice and during normal business hours, the District shall have the right to unrestrained direct access laboratories and testing facilities used by Consultant for work performed by Consultant under this Agreement; and the District shall have the unrestricted right to obtain original or duplicate copies of reports and testing results directly from the lab or testing facility used by Consultant.

5.3 The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the District, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.4 Consultant shall notify District, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that District will process and handle all such requests.

VI. TERMINATION OF AGREEMENT

6.1 Termination Without Cause.

6.1.1 This Agreement may be terminated by District without cause, prior to District's representative giving Consultant written Notice to Proceed, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement and shall be effective immediately upon delivery to the Consultant.

6.1.2 This Agreement may be terminated by the District at any time after issuance of the District's representative's Notice to Proceed, either for the District's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the District.

6.1.3 If the termination is for the convenience of the District, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination, an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services should District choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the District's notice of termination and the actual termination date.

6.1.4 If the termination is due to Consultant's failure to fulfill its obligations, the District may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the District for any additional cost occasioned to the District thereby.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effectuated for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in Section 6.1.3 of this Agreement.

6.1.6 The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

6.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the District's representative's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

6.2 Defaults with Opportunity for Cure. Should Consultant fail, as determined by the District's representative, to satisfactorily perform the duties set out in Article II, SCOPE OF SERVICES or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default(s), in accordance with the notice provisions contained in this Agreement, specifying the specific Event(s) of Default and the action necessary to cure such default(s). Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default(s). If Consultant fails to cure the default(s) within such cure period, or take steps reasonably calculated to cure such default(s), District shall have the right, without further notice, to terminate this Agreement in whole or in part as District deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. District shall also have the right to offset the cost of said new agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of District to mitigate its losses.

6.3 Termination for Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, District may immediately terminate this Agreement, in whole or in part, "for cause":

6.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder; or

6.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term, or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

6.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure; or

6.3.4 Consultant violates any rule, regulation, or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

6.3.5 Consultant attempts the sale, transfer, pledge, conveyance, or assignment of this Agreement contrary to the terms of this Agreement.

6.3.6 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

6.4 Termination by Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effectuate an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination, or expiration of this Agreement, Consultant shall submit to District its claims, in detail, for the monies owed by District for services performed under this Agreement through the effective date of termination. **Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

6.7 Termination Not Sole Remedy. In no event shall District's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VII. SUSPENSION OF WORK UNDER AGREEMENT

7.1 Right of District to Suspend. District may suspend this Agreement for any reason, with or without cause, upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days of suspension.

7.2 Consultant's Right to Terminate in Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the District, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by District and such termination shall be subject to all the requirements set out in Paragraphs 6.5 and 6.6 above, related to the Orderly Transfer and Fee Payment.

7.3 Procedures Upon Receipt of Notice of Suspension.

7.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

7.3.2 Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

7.3.3 Copies of all completed or partially completed studies, plans, and other documents prepared under this Agreement, prior to the effective date of suspension, shall be prepared for possible delivery to the District but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

7.3.4 During the period of Suspension, Consultant shall have the option to at any time submit the above-referenced statement to the District for payment of any unpaid portion of the prescribed fee for

services which have actually been performed to the benefit of the District under this Agreement, adjusted for any previous payments of the fee in question.

7.3.5 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by District of Consultant's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.3.6 Upon the above conditions being met, the District's review of the submissions and finding the claimed compensation to be appropriate to the terms of this Agreement, the District shall pay Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the District, adjusted for any previous payments of the fee in question.

VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish an original completed Certificate of Insurance to District's representative, which shall be clearly labeled with the Project name and which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. District shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to District's representative, and no officer or employee shall have authority to waive this requirement.

8.2 The District reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and to modify insurance coverage and limits when deemed necessary and prudent by the District based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement, but in no instance will the District allow modification whereupon the District may incur increased risk.

8.3 Consultant's financial integrity is of interest to District, therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by District, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to District, in the following types and amounts:

Workers' Compensation:
(Including Waiver of Subrogation Endorsement)

All liability arising out of Consultant's employment of workers and anyone for whom Consultant shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.

Employer's Liability:

\$1,000,000.00

Commercial General Liability:

Occurrence

\$1,000,000.00

Aggregate

\$2,000,000.00

Personal Injury

\$1,000,000.00 each person

Automobile Liability:

\$1,000,000 combined single limit

Professional Liability:

\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall

become legally obligated to pay as damages by reason of any negligent act, malpractice, error or omission in professional services. If written on a claims made basis, Consultant shall provide coverage for an additional 25 months after the completion date of the contract.

8.4 The General Liability and Automobile issued in the name of Consultant shall also name the District as an additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to District, with District's insurance being excess, secondary, and non-contributing. The Commercial General Liability coverage provided by Consultant shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

8.5 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of District.

8.6 The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to District at the address provided in this Agreement for Notice within ten (10) days of the requested change. Consultant shall pay any costs incurred as a result of said changes.

8.7 When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by District, Consultant shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days notice after the change, if the Consultant did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to District at the address provided in the Notice section of this Agreement.

8.8 If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof. A stop work order given to Consultant by District in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

8.9 It is agreed that Consultant's insurance shall be deemed primary with respect to any insurance or self insurance carried by District for liability arising out of operations under this Agreement.

8.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

IX. INDEMNIFICATION

9.1 Consultant (for purposes of this Section referred to as Licensed Engineer) whose work product is the subject of this Agreement for engineering services and other related professional services, agrees to **INDEMNIFY AND HOLD DISTRICT, ITS OFFICERS AND EMPLOYEES, HARMLESS** against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may **ARISE OUT OF OR BE OCCASIONED OR CAUSED BY LICENSED ENGINEER'S NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSED ENGINEER, ANY AGENT, OFFICER, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUBCONSULTANT OF LICENSED ENGINEER** while in the exercise of performance of the rights or duties under this Agreement.

9.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of District, its trustees, officers, or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT LICENSED ENGINEER AND DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

9.3 Consultant shall promptly advise the District, in writing, of any claim or demand against the District or Licensed Engineer known to Licensed Engineer related to or arising out of Licensed Engineer activities under this Agreement.

9.4 The provisions of this section are solely for the benefit of the Agreement Parties and not intended to create or grant any rights, contractual or other wise, to any other person or entity.

X. LIABILITY AND STANDARD OF CARE

10.1 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Acceptance of reports or other documents by District shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by District for any defect or error in testing, reports, or assessments and work performed by Consultant, its employees, subcontractors, and agents.

XI. CONSULTANT'S WARRANTY UNDER THE PROFESSIONAL SERVICES PROCUREMENT ACT

11.1 Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the District shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the District from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing District employment of engineering and other professionals. Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the District the benefits of the agreement.

XII. ASSIGNMENT OF RIGHTS OR DUTIES

12.1 By entering into this Agreement, District has approved the use of subcontractors, if any, identified in Consultant's Proposal. No further approval shall be needed for Consultant to use such subcontractors to the extent they are identified in Consultant's Proposal.

12.2 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer, or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of District. Engineering services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the District. Any other services to be performed under this Agreement may be subcontracted upon the written approval of District's representative. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee, or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by District in accordance with this Article.

12.3 Any attempt to assign, transfer, pledge, convey, or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, or otherwise dispose of any part of, or all of its right, title, or interest or duties to or under this Agreement, District may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to District under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to District, which District sustains as a result of such violation.

12.4 Consultant agrees to notify District's representative of any changes in ownership interest greater than thirty percent (30%) or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to District under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VI, TERMINATION.

XIII. INDEPENDENT CONTRACTOR

13.1 Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of District; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between District and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Consultant.

XIV. NOTICES

14.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice, or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for District, to:

Willis Independent School District
Attn: Dr. Kimberley James,
Superintendent of Schools
612 N. Campbell St.
Willis, TX 77378

If intended for Consultant, to:

Geotech Engineering and Testing
Attn: James Namekar, Ph.D., P.E.,
Chief Engineer
17407 U.S. Highway 59 North
Houston, TX 77396
james@geotecheng.com

XV. WORK ON SCHOOL DISTRICT PREMISES

15.1 To the extent that the Work may be performed in connection with an educational facility which is currently occupied and in use, it is imperative that Consultant's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Consultant agrees to and shall comply with all rules, regulations, and requirements of the District and the school campus on which the Work is to be performed. The Consultant shall take all steps necessary to protect and guard the safety of the employees, students, and invitees of District. Consultant shall exercise the utmost skill and judgment to ensure that testing activities will not interfere with the use, occupancy, and quiet enjoyment of facilities in use on the site. Consultant recognizes that the ongoing District activities in proximity with its activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Consultant. Consultant understands and accepts the difficulties and the cost associated with working in an existing facility and the potential delays and disruptions in its Work. Consultant has considered such constraints in the negotiation of this Agreement.

15.2 Consultant shall be responsible for the actions of Consultant's agents, employees, and all sub-consultants working under it. The Consultant agrees that if the site of a Project is a public school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Consultant's forces consistent with the nature of the work being performed. Sexual harassment of employees of the Consultant or employees or students of the District by employees of the Consultant is strictly forbidden. Any employee of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including removal from the job site.

15.3 Criminal History Records Checks

15.3.1 For purposes of this Section 15.3 (and all subsections), the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

.2 "Covered Employees", shall mean, all employees of Consultant, as well as employees of Consultant's subcontractors, consultants, or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

.3 "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Consultant shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Consultant's responsibilities as set out herein.

.4 "Opportunity for Direct Contact with Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional school district employee. An employee is not considered to have an Opportunity For Direct Contact With Students if: (1) the employee's work does not

involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contracted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility; and:

a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and

b. the Consultant has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Agreement will be conducted.

c. the Consultant has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Consultant's means of informing the relevant parties of the existence of the policy.

d. Consultant certifies that, if it has taken the above precautions or imposed conditions to ensure that the Consultant's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Consultant will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

.5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

15.3.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Consultant agrees, that prior to commencement of work under this Agreement, using the form promulgated by the District or such other form approved by the District, Consultant will arrange with the District to obtain any national criminal history record information ("CHRI") required pursuant to Texas Education Code, Section 22.08341 (the "Statute") on all of Consultant's employees, independent contractors, agents, or Subcontractors, Consultant's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined by the Statute (i.e., the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties and shall reimburse the District for the costs and expenses associated with obtaining the criminal history information). For purposes of this Section 15.3, a person does not have the opportunity for direct contact with students if:

.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility");

.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or

.3 for a public work that involves an existing Instructional Facility:

a. the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and

b. the Consultant adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 15.3.3 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying

Criminal History”) shall be disqualified and prohibited from performing any contract duties or services and neither the Consultant nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the District’s review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Consultant understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the District, and agrees to rely solely on the judgment of the District as to whether the Covered Employee must be excluded from the Project.

§ 15.3.4 Prior to commencement of its work on the Project the Consultant will provide written certification to the District that either: (1) Consultant and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in this Section of the Agreement as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Consultant, necessary to secure the information from the District and reimbursed the Consultant for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Consultant agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Consultant will immediately remove the Covered Employee from District’s property or other location where students are regularly present and notify the District of said removal within three (3) days of doing so. Consultant understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article VI, Termination.

XVI. TESTING AND OBSERVATIONS

16.1 District understands that testing and observation are discrete sampling procedures and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. District understands that testing and observation are not continuous or exhaustive and are conducted to reduce - not eliminate - project risk. District agrees to the level or amount of testing performed and the associated risk. District is responsible (even if delegated to contractor) for notifying and scheduling Consultant, so Consultant can perform these services. Consultant shall not be responsible for the quality and completeness of the work performed by the District’s contractor or the contractor’s adherence to the project documents, and Consultant’s performance or testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

XVII. SUB-SURFACE EXPLORATIONS

17.1 Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. District understands Consultant’s layout of boring and test locations is approximate, and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing its testing and services; however, District accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in in this Agreement as a service to be provided.

XVIII. UTILITIES

18.1 Consultant shall utilize a utility locating service for public utilities. District shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take

reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, which are not correctly marked (including by a utility locate service), or which are incorrectly shown on the plans furnished to Consultant.

XIX. CONTRACT CONSTRUCTION

19.1 All Parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

XX. FAMILIARITY WITH LAW AND CONTRACT TERMS

20.1 Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

XXI. APPLICABLE LAW AND VENUE

21.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.2 The obligations of the parties to this Agreement shall be performable in Montgomery County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in the County where the District's administrative offices are located.

XXII. SEVERABILITY

22.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair, or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses, or other portions of this Agreement held invalid or unenforceable.

XXIII. FORCE MAJEURE

23.1 In the event that performance by either Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by a Force Majeure Event, then such Party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence. For purposes of this agreement, a Force Majeure event is an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the location at which services were to be performed; (b) governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic or other pandemic or epidemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (e) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, including but not limited to the COVID-19 pandemic; (f) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. ("Force Majeure Event"). The Party Affected by the Force Majeure Event shall provide notice of such Party's failure or delay in performance due to a Force Majeure Event to the unaffected party promptly, but no later than five (5) business days after the occurrence of a Force Majeure Event. Such notice shall describe the Force Majeure Event and the actions taken to minimize the impact thereof.

XXIV. SUCCESSORS

24.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, except as otherwise provided in this Agreement, their assigns.

XXV. NON-WAIVER OF PERFORMANCE

25.1 A waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

25.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXVI. NO THIRD PARTY BENEFICIARIES AND IMMUNITY

26.1 For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with District or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Consultant. Nothing in this Agreement shall be deemed to relinquish, waive, modify, or amend any immunity or legal defense available at law or in equity. No provision of this Agreement is consent to suit.

XXVII. LEGAL AUTHORITY

27.1 The signer of this Agreement for District and Consultant each represents, warrants, assures, and guarantees that she or he has full legal authority to execute this Agreement on behalf of District and Consultant respectively and to bind District and Consultant to all of the terms, conditions, provisions, and obligations herein contained.

XXVIII. CERTIFICATIONS

28.1 Pursuant to Texas Government Code Chapter 2271 if the Agreement is valued at \$100,000 or more and if Consultant has at least ten (10) full-time employees, the Consultant represents and warrants to the District that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

28.2 Pursuant to Texas Government Code Chapter 2270, the Consultant represents and warrants that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

28.3 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, to the extent applicable to this Agreement, the Consultant certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payments and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

28.4 Pursuant to Texas Government Code Chapters 809, the Consultant represents and warrants to the District that the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.

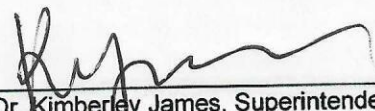
28.5 Pursuant to Texas Government Code Chapter 2274, if the Agreement is valued at \$100,000 or more and if Consultant has at least ten (10) full-time employees, then Consultant represents and warrants to the District that the Consultant does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the Agreement. This provision does not apply to sole proprietorships.

XXIX. ENTIRE AGREEMENT

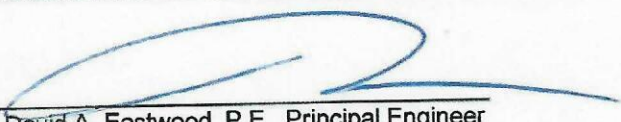
29.1 This Agreement, together with its Attachments, if any, embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein, and, except as otherwise provided herein, cannot be modified without written consent of the parties.

29.2 It is understood and agreed by the Parties that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement, and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

WILLIS INDEPENDENT SCHOOL DISTRICT

By: 
Dr. Kimberley James, Superintendent of Schools
Date: 7/26, 2024

GEOTECH ENGINEERING AND TESTING

By: 
David A. Eastwood, P.E., Principal Engineer
Date: July 24, 2024

TBPE Registration Number F-001183

EXHIBIT A - REQUIREMENTS WORK ORDER

Geotechnical Engineering and Construction Material Testing Services

This Requirements Work Order ("RWO") is executed on this ____ day of _____, 20____, between the **Willis Independent School District** (hereinafter referred to as "District"), and **Geotech Engineering and Testing** ("Consultant"), both of which may be referred to herein collectively as the "Parties," as an amendment to the *Professional Services Agreement for Geotechnical Engineering and Construction Material Testing Services* entered into by the Parties on the date of the last signature on the ("Professional Services Agreement").

1. **Purpose**. The purpose of this RWO is to set out the District's project-specific service requirements (the "Professional Services") for the following project (the "Project"):

Revised Geotechnical Study for Building, Paving, Utilities, and Detention Pond for Proposed Willis ISD Elementary School #7 in Willis, TX 77318

including the Scope of Services and establishment of a not-to-exceed price for services to be provided by Consultant.

2. **Scope of Services**. The Scope of Services for the Project shall be forth in an **Attachment A** which will be attached to this RWO and incorporated herein by reference.

3. **Not-to-Exceed Fee**. Consultant agrees to provide all Professional Services required to complete the Scope of Services defined in the attached **Attachment A** and the District agrees to pay a fee as follows:

- ☐ not to exceed _____ AND ____/100 DOLLARS (\$_____) for the services set forth in the Project's Scope of Services. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Scope of Services attached to this RWO as **Attachment B** and **Attachment B-1**.
- ☐ a fixed fee of _____ AND ____/100 DOLLARS (\$_____) payable upon completion of the Scope of Services to the District's satisfaction.
- ☐ a fixed fee of _____ AND ____/100 DOLLARS (\$_____) payable as follows:
- _____
- _____

Note: No fee, or any part of a fee, shall be payable prior to the District being satisfied with the performance of the Professional Services or with a designated part of the Professional Services.

4. **Additional Services**. The District further agrees to pay for Additional Services (outside the Scope of Services, but related to the Project) in accordance with the hourly rates for Additional Services contained in the Scope of Services attached to this RWO as **Attachment B** and **Attachment B-1**. All Additional Services shall be paid based upon a written proposal approved by the District Representative or the Board of Trustees, if required, prior to the performance of such Additional Services.

5. **Notice to Proceed**. Consultant is hereby authorized to immediately commence performance of its services in accordance with the Professional Services Agreement and this RWO.

EXECUTED ON THIS, THE ____ DAY OF _____, 2024.

WILLIS INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Kimberley James, Superintendent of Schools

GEOTECH ENGINEERING AND TESTING

By: _____
(Printed Name and Title)
TBPE Registration No. F-001183

Attachment A to Exhibit A

SCOPE OF SERVICES

(To be attached to RWO)



GEOTECH ENGINEERING and TESTING

Geotechnical, Environmental, Construction Materials, and Forensic Engineering

ACCREDITED
CERTIFICATE #0075-01
#0075-02

PROPOSAL CONTRACT

Willis ISD
204 W. Rogers St.
Willis, Texas 77378
Attention: Mr. Bob Eaton

Date: June 14, 2024
Client's E-mail: reaton@willisisd.org
Client's Office Number: 936-856-1200 Ext. 4866

Subject: Revised Geotechnical Study for Building, Paving, Utilities and Detention Pond for Proposed Willis ISD Elementary School #7, Willis, Texas 77318

Gentlemen:

We are pleased to submit this proposal contract for the above-referenced project. The purpose of this proposal contract is to obtain your authorization for the scope of work requested and confirm under which these services are provided as shown below and on the back. The scope of our work is to provide geotechnical engineering services, including (a) mobilization and demobilization, (b) field exploration, including, (c) laboratory testing, and (d) engineering analysis and report.

No. of Borings Building and Auxiliary	Depth, ft.	No. of Boring Detention Pond	Depth, ft.	No. of Borings Paving and Play Area	Depth, ft.	Estimate Cost
8	25	2	20	9	10	\$29,150

The geotechnical report will generally provide the following recommendations:

- o Site visit by Project Manager.
- o Drilled footing, spread footing, and floating slab recommendations.
- o Detention Pond recommendation.
- o Paving recommendation for auto and light trucks.
- o Lateral load design parameters (L-Pile).
- o Generalized soil and groundwater conditions.
- o Engineering characteristics of the subsurface material together with laboratory test results.
- o Site conditions, including site topography, vegetation, etc.
- o Color pictures of the site.
- o Foundations and risks
- o Whether or not subsoils are expansive.
- o Depth of root fibers and estimated depth of active zone.
- o Potential Vertical Rise (PVR).
- o Whether the excavated soils can be used as fill.
- o Maintenance programs, trees, drainage.
- o Recommendations on site preparation, earthwork, compaction, and structural fill material.
- o Soil stabilization requirements, suitable additives, and quantities.
- o Potential construction problems.

We understand that the site is wooded. The cost of clearing a path for our drill rig will be \$11,450. In the event that soft and inaccessible site conditions are encountered, limited access equipment should be used. There will be an additional cost of \$7,560 for the use of a buggy rig.

The cost estimate for geotechnical services assumes that underground obstructions will not be encountered during boring that requires boring relocations(s). It is the responsibility of the client to identify the location of underground utilities prior to drilling and sampling. GET is not responsible for damage to underground utilities, man-made objects, etc. The cost of concrete/asphalt coring, if encountered will be additional. We understand that all the borings will be staked by others. Our recommendations on pavement sections will be developed based on experience. Detailed pavement design will not be conducted. If hard soils or rock/debris are encountered during drilling and sampling, our boring(s) will be terminated at that depth. Settlement analysis and slope-stability are outside the scope of our work. All messenger charges will be at cost plus 15 percent. The cost estimate includes one report copy. We will e-mail a PDF version of the report as well.

Formal acceptance of this proposal contract is acknowledged by signing below and initialing the terms and conditions attached and returning the original copies for our files.

Respectfully submitted,

GEOTECH ENGINEERING AND TESTING

Curran McDowell
Director of Marketing

I hereby certify that I have received, read, and understand the Proposal Contract, Fee Schedules, and General Conditions, attached, provided by GET. Any questions I have concerning the above-listed documents will be asked and the answer ascertained prior to GET's performance under the contract.

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

GENERAL CONDITIONS

PAYMENT TERMS - The entire payment is due upon receipt of our invoice. If payment is not received within ten (10) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, David Eastwood's hourly charges spent on collections, or any other cost incurred in collecting delinquent counts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 4, Place 2, located at 7900 Will Clayton Parkway, Houston, Texas 77338. The trial will be a bench trial. Furthermore, the client agrees to a bench trial. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.

In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE - GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by GET in connection with the services requested or performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.

RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for GET to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations but have not included in our fee the cost of restoration of damage which may result. If client desires restoration of the property to its former condition, an additional fee will be required and notice of such desire must be provided in writing to GET, prior to our completion of services under this contract.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects on the property where the field tests or boring will be performed. GET's field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If GET is cautioned, advised, or given data, in writing, revealing the presence or potential presence of underground or overground obstructions, such as utilities, GET will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and hold GET harmless from all claims, suits, losses, personal injury, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to GET in writing, or to reimburse GET for expenses incurred defending any such claims or suits, including reasonable attorneys' fees.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests. Drilling samples or other specimens will be disposed of 14 days after submission of our report. Upon written request, GET will retain test specimens or drilling samples for a specified period of time, to be determined at the time of the writing. An acceptable storage charge will be determined prior to such storage.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory data, calculations and estimates, prepared by GET as instruments of service pursuant to this Agreement, shall be the sole property of GET. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by GET, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of GET. At the request and expense of Client, GET will provide copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

SAFETY - Should GET provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by GET is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

SITE VISIT - Client agrees that GET will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GET will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by GET will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by GET to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that GET is observing placement of all materials. Full-time inspections mean that an employee of GET has been assigned for eight-hour days during regular business hours. Any alteration of plans, including but not limited to; alteration of blueprints, specifications, recommendations, etc. by the Client or a third party, shall relieve GET of all liability for damages incurred, directly or indirectly, from such changes.

CORPORATE STRUCTURE - The company is a partnership, DAE and Associates, LTD doing business as Geotech Engineering and Testing.

CERTIFICATE OF MERIT - Geotech Engineering and Testing will reserve the right to issue a certificate of merit against any engineer in performing this project.

MINIMUM CHARGE. This means that the minimum charge for a project is as indicated on the proposal. We would not get involved in the project for any money less than the minimum charge.

Initial _____

Attachment B to Exhibit A

**CONSULTANT'S HOURLY RATES AND EXPENSE REIMBURSEMENT RATES
GEOTECHNICAL SCOPE**

(To be attached to RWO)

[Geotechnical Engineer Rates to Be Provided]

**GEOTECH ENGINEERING AND TESTING
FEE SCHEDULE C24
FOR GEOTECHNICAL, MATERIALS, FORENSIC
AND ENVIRONMENTAL ENGINEERING SERVICES**

Professionals

Code	Description	Unit	Fee
10100	Principal, P.E.	Hr.	\$300.00
10200	Senior Engineer, P.E. (10 yrs. experience)	Hr.	218.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	176.00
10400	Graduate Engineer and Graduate Geologist, Project Manager	Hr.	160.00
10500	Technician, NICET IV	Hr.	112.00
10600	Technician, NICET III, HMA-II	Hr.	107.00
10700	Technician, NICET II, ACI Construction Inspector, HMA-1A or HMA-1B, NDT II, Logger or both, TxDOT Soil SB-101 and SB-102	Hr.	96.00
10750	Technician, ACI Field Grade I and TxDOT Soil SB-102	Hr.	83.00
10800	Technician, ACI Field Grade I	Hr.	73.00
10900	Technician (Non-Certified)	Hr.	70.00
11000	Senior Welding Inspector, SCWI	Hr.	138.00
11100	Welding Inspector, CWI, ACCP II	Hr.	122.00
11200	Associate Welding Inspector	Hr.	80.00
11500	Engineering Assistant, Clerical	Hr.	75.00
15000	Vehicle Charge ⁽¹⁾	Mi.	1.50
15100	Reimbursable Expenses		Cost + 15%
15200	Services provided by quotation		Cost + 15%

Note: (1) Minimum Charge \$100

Aggregates

Code	Description	Standard	Unit	Fee
20100	Sieve Analysis - Coarse Aggregates	C 136 - C	Ea	\$66.00
20200	Sieve Analysis - Fine Aggregates	C 136 - F	Ea	66.00
20300	Rel Density & Abs. - Coarse Aggregates	C 127	Ea	98.00
20400	Rel Density & Abs. - Fine Aggregates	C 128	Ea	119.00
20500	Bulk Density & Voids in Aggregate	C 29	Ea	46.00
20600	Absorption - Coarse Aggregates	C 127	Ea	54.00
20700	Absorption - Fine Aggregates	C 128	Ea	54.00
20800	Finer than 75-um (No. 200) Sieve	C 117	Ea	60.00
20900	Organic Impurities in Fine Aggregates	C 40	Ea	59.00
21000	L.A. Abrasion	C 131 / C 535	Ea	251.00
21100	Clay Lumps and Friable Particles	C 142	Ea	67.00
21200	Lightweight Particles	C 123	Ea	320.00
21300	Sand Equivalent	D 2419	Ea	79.00
21400	Na/Mg Sulfate Soundness (5 cycles)	C 88	Ea	426.00
21500	Na/Mg Sulfate Soundness (Add'l cycles)	C 88	Ea	246.00

**GEOTECH ENGINEERING AND TESTING
FEE SCHEDULE C24
FOR GEOTECHNICAL, MATERIALS, FORENSIC
AND ENVIRONMENTAL ENGINEERING SERVICES**

Portland Cement Concrete

Code	Description	Standard	Unit	Fee
30050	Mix Design Review		Ea.	\$533.00
30100	Compressive Str. (Cylinder)	C 39	Ea	21.00
30200	Flexural Str. (Beam)	C 78	Ea	33.00
30300	Split Tensile Str. (Incl prep)	C 496	Ea	132.00
30400	Time of Set by Penetration	C 403	Ea	409.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C 531	Set 3	395.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C 490 & C 157	Set 3	156.00
30700	Density of Structural Ltwt. Concrete	C 567	Ea	98.00
30800	Concrete Coring. Minimum Charge	C 42	Min	639.00
30900	Concrete Coring (4" diameter to 6" Thickness)	C 42	Ea	127.00 ⁽¹⁾
31000	Concrete Coring. additional thickness (6" to 12")	C 42	In	12.00 ⁽¹⁾
31100	Concrete Coring. additional thickness (Over 12")	C 42	In	15.00 ⁽¹⁾
31110	Concrete Coring (6" diameter to 6" Thickness)	C 42	Ea	192.00 ⁽¹⁾
31112	Concrete Coring, 6", additional thickness (6" to 12")	C 42	In.	18.00 ⁽¹⁾
31113	Concrete Coring, 6", additional thickness (Over 12")	C 42	In	24.00 ⁽¹⁾
31200	Preparation of Core. Cap & Test	C 42	Ea	95.00
31300	Measuring Length of Core	C 174	Ea	34.00
31400	Pachometer Survey (Magnetic Induction)		Day	116.00
31500	Probe Penetration Test Equipment (plus probes)	C 803	Day	111.00

Note: 1. Plus Technician Time

Hot Mix Asphalt Concrete (HMAC)

Code	Description	Standard	Unit	Fee
40100	Mix Design Review		Ea	\$ 533.00
40200	HMAC Design (In-Place)		Ea.	2780.00
40300	Trail Batch (up to 5 points)		Ea.	1966.00
40400	Additional Points		Ea	283.00
40500	Extraction/Gradation	Tex-210F	Ea	245.00
40600	Specific Gravity	D 2041 & 201F	Ea	87.00
40700	HVEEM Stability	Tex-208F	Set	115.00
40800	Bulk Density - Lab Molded or Core	Tex-207F	Set	65.00
40900	Bulk Density Core	Tex-207F	Ea	62.00
41000	Molding Specimens	Tex-206F	Set	77.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea	110.00
41200	Apparent Specific Gravity	Tex-202F	Ea	82.00
41300	Abson Recovery	Tex-211F	Ea	394.00
41400	Moisture Susceptibility	Tex-531C	Ea	573.00
41500	Penetration	D 5	Ea	104.00
41600	Ductility	D 113	Ea	138.00
41700	Viscosity	D 2170	Ea	115.00

**GEOTECH ENGINEERING AND TESTING
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FOR GEOTECHNICAL, MATERIALS, FORENSIC
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Code	Description	Standard	Unit	Fee
41800	Asphalt Coring, Minimum Charge		Min	\$639.00
41900	Asphalt Coring (4" Dia. to 6" Thickness)		Ea	113.00 ⁽¹⁾
42000	Asphalt Coring (4" Dia. over 6" Thickness)		In	11.00 ⁽¹⁾
42150	Asphalt Coring (6" Dia. to 6" Thickness)		Ea	180.00 ⁽¹⁾
42160	Asphalt Coring, 6" Dia. Over 6" Thickness		In.	16.00 ⁽¹⁾
42200	Measuring Thickness of Asphalt	D 3549	Ea	27.00
42300	PMA Extraction/Gradation	D 2172	Ea	328.00
42400	PMA Extraction/Gradation	D 6307	Ea	203.00
42500	Asphalt Content	D 4125	Ea	104.00

Note: 1. Plus Technician Time

Structural Steel

Code	Description	Standard	Unit	Fee
50100	Radiographic Source, Iridium		Day	Cost+15%
50200	Radiographic Source, Cobalt 60		Day	Cost+15%
50300	Ultrasonic equipment	E 114, E 273, E 587, E 797	Day	Cost+15%
50400	Magnetic Particle Inspection Equipment	E 709	Day	Cost+15%
50500	Skidmore-Wilhelm Tension Indicator		Day	Cost+15%
50600	Torque Wrench Rental		Day	100.00
50700	Discontinuity (Holiday) Equipment		Day	Cost+15%
50800	Dry Film Thickness Equipment (Tooke Gauge)	D 4138	Day	Cost+15%
50900	Dry Film Thickness Equipment (Magnetic)	D 7091	Day	Cost+15%
50910	Rebar Pull Out Testing Equipment Rental	E 488	Day	300.00

Masonry

Code	Description	Standard	Unit	Fee
60100	Compressive Strength, Mortar Cubs	C 109	Set 6	\$169.00
60200	Compressive Strength, Mortar Cubs	C 109	Ea	28.00
60300	Compressive Strength, Mortar or Grout Cylinders	C 780/C 39	Ea.	28.00
60400	Compressive Strength, Grout Prism	C 1019	Set 3	180.00
60500	Measurement, Brick	C 67	Ea	71.00
60600	Compressive Strength Test, Brick	C 67	Ea.	40.00
60700	Flexural Strength Test, Brick	C 67	Ea.	55.00
60800	Absorption of Brick, 24 hr.	C 67	Ea	87.00
60900	Absorption of Brick, 5 hr.	C 67	Ea	86.00
61000	Measurement, CMU	C 140	Ea	37.00

**GEOTECH ENGINEERING AND TESTING
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AND ENVIRONMENTAL ENGINEERING SERVICES**

Code	Description	Standard	Unit	Fee
61100	Weight, CMU	C 140	Ea	\$104.00
61200	Moisture Content, CMU	C 140	Ea.	104.00
61300	Compressive Strength, CMU	C 140	Ea.	170.00
61400	Compressive Strength, CMU Hollow Prism	C1314	Ea	226.00
61500	Compressive Strength, CMU Grouted Prism	C1314	Ea	339.00

Soils

Code	Description	Standard	Unit	Fee
90100	Liquid & Plastic Limits	D 4318	Ea	\$76.00
90150	Liner Bar Shrinkage	TEX 107E	Set of 3	286.00
90200	Moisture Content of Soils by Mass	D 2216	Ea	12.00
90250	Standard Test Method for Moisture, Ash and Organic Matter of Peat and Organic Soils	D 2974	Ea	25.00
90300	Moisture Content by Microwave	D 4643	Ea	38.00
90400	Sieve Analysis	D 422	Ea	69.00
90500	Sieve Analysis w/Hydrometer	D 422	Ea	164.00
90600	Percent Passing #200 Sieve	D 1140	Ea	59.00
90700	Specific Gravity	D 854	Ea	71.00
90800	pH of Soils	D 4972	Ea	21.00
90900	Unconfined Compressive Strength	D 2166	Ea	54.00
91100	Unconsolidated-undrained Triaxial Compression	D 2850	Ea	77.00
91101	Hand Penetrometer		Ea	3.00
91102	Torvane		Ea	4.00
91103	Dry Density of Soils	D7263	Ea	25.00
91200	One-Dimension Consolidation	D 2435	Ea	479.00
91300	Consolidation, Additional Increments	D 2435	Ea	62.00
91400	Dispersive Characteristic by Pinhole Test	D 4647	Ea	345.00
91500	Dispersive Characteristic by Crumb Test	D 6572	Ea	46.00
91600	Double Hydrometer	D 4221	Ea	266.00
91700	Soil Suction - Filter Paper	D 5298	Ea	69.00
91900	California Bearing Ratio	D 1883	Ea	259.00
92000	Soil Shrinkage Factors by Mercury Method	D 427	Ea	77.00
92100	Soil Shrinkage Factors by Wax Method	D 4943	Ea	97.00
92200	One-Dimensional Swell, Cohesive Soil	D 4546	Ea	373.00
92300	OMD Standard Compaction	D 698	Ea	246.00
92400	OMD Modified Compaction	D 1557	Ea	263.00
92500	Max. & Min. Density - Sand	D 4253 & D 4254	Ea	320.00
92600	Percent Solids in Lime Slurry		Ea	52.00
92700	Optimum Lime Content - pH Method	D 6276	Ea	283.00

**GEOTECH ENGINEERING AND TESTING
FEE SCHEDULE C24
FOR GEOTECHNICAL, MATERIALS, FORENSIC
AND ENVIRONMENTAL ENGINEERING SERVICES**

Code	Description	Standard	Unit	Fee
92800	Optimum Lime Content - PI Method		Ea	\$292.00
94100	Cement Sand Compressive Strength	D 1633	Ea	86.00
94200	Cement Content of Soil-Cement	D 806	Ea	377.00
94300	Sieve Analysis - Base Material	C 136	Ea	115.00
94400	Compressive Strength Treated Base	Tex-120E	Ea	311.00
94500	OMD Standard Compaction, Treated	D 698	Ea	273.00
94600	OMD Standard Compaction, Treated	D 1557	Ea	289.00
95100	Nuclear Density Gauge	D 6938	Trip	70.00

Subsurface Exploration

Code	Description	Standard	Uni	Fee
110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')		Ft	\$24.00
110020	Soil Boring, Intermittent 3-in. dia. (50' to 100')		Ft	27.00
110030	Soil Boring, Continuous 3-in. (0 to 20')		Ft	27.00
110031	Soil Boring, Continuous 3-in. (20' - 50')		Ft	32.00
110032	Soil Boring, Continuous 3-in. (50' to 100')		Ft	45.00
110040	Soil Boring over 100' (Surcharge)		Ft	12.00
110050	Wash Boring		Ft	15.00
110060	Auger Boring		Ft	14.00
110070	Undisturbed/Split-Spoon in Wash/Auger Borings		Ft	48.00
110071	Piezometer Installation		Ft	26.00
110072	Piezometer Abandonment		Ft.	21.00
110080	Grouting of Completed Boring		Ft.	13.00
110090	A.T.V. Surcharge		Ft	11.00
110100	Minimum Charge for the Exploration (to be used if exploration charges are less than \$1000)		LS	1065.00
110110	Mobilization/Demobilization - Simco Rig ⁽²⁾		Mi	10.00
110111	Mobilization/Demobilization - Lone Star Rig ⁽³⁾		Mi	6.00
110120	TCP, Texas Cone Penetration Test		Ea	33.00
110130	ATV Mobilization Surcharge		LS	500.00
110140	Portable Rig Drilling (Crew of Two)		Hr	400.00
110150	Standby (Crew of Two)		Hr	450.00
110160	Daily Mobilization (Crew)		Day	565.00

Notes: (2) Minimum Charge \$800

(3) Outside 25-mile radius of GET Offices

**GEOTECH ENGINEERING AND TESTING
FEE SCHEDULE C24
FOR GEOTECHNICAL, MATERIALS, FORENSIC
AND ENVIRONMENTAL ENGINEERING SERVICES**

General Notes

1. The rig time includes the following hours:
 - a. Job preparation
 - b. Mobilization and Demobilization
 - c. Drilling and Sampling, and
 - d. Standby
 2. Expenses necessarily incurred during the progress of work will be charged at Cost + 15%. Such expenses are:
 - a. Subcontractors
 - b. Travel, long distance calls
 - c. Preparation, printing, and report reproduction
 - d. Shipping charges for samples, equipment and reports
 - e. Special fees, insurance, permits, etc.
 3. Subsistence, out-of-pocket expenses. Charged at cost + 15% or daily rate established by project location.

Automobiles and pick-ups, per mile (minimum charge \$100)..... \$1.50

Trip charges should be added to all services that require transportation. Minimum vehicle charge per trip: \$100 per day. Trip charges are computed at a rate of \$1.50 per mile from our offices to the jobsite and back, both ways.
 4. All professional rates and transportation charges are on a portal-to-portal basis. Charges for the professional staff will be in setting up and closing out projects, evaluation or analysis of field and laboratory data, report preparation, conferences, telephone conversations and consultation as pertaining to the practice of geotechnical, materials, forensic and environmental services. Special non-listed charges may apply for hazardous waste sites. Preparation for court appearances and court appearances, preparation for depositions and depositions, etc. will be charged at 1.5 the standard rate.
 5. Minimum charge per job..... \$1000.00
 6. Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours on Monday thru Friday, hours worked before 8:00 a.m. and after 5:00 p.m., and all hours worked on weekends. Services performed on holidays will be billed at 2.0 times the regular hourly rate. A multiplier of 1.5 is applied for categories 5 through 16.
 7. Sample preparation will be required on some tests. The hourly additional charge for sample preparation will be per Item 10 of this fee schedule.
 8. Certification letter/package will be put together on a time and materials basis. This includes Project Engineer, Graduate Engineer, Engineering Assistant and reproduction charges. Minimum charge for certification letter/package.....\$1500.00
 9. The entire payment is due upon receipt of our invoice. If payment is not received within ten (10) days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, David Eastwood hourly charges spent on collections, or any other cost incurred in collecting delinquent accounts will be charged to the client. All sums are due and payable in Harris County, Texas. In the event of any dispute concerning this contract, venue for such dispute shall be in the County and State of GET's principal office location, Harris County, Texas, and shall be determined by binding arbitration conducted by the American Arbitration Association, if and only if, the amount in controversy exceeds the jurisdictional limits of the Small Claims Courts of Harris County, Texas. All disputes not exceeding the Small Claims Court's jurisdictional limit shall be litigated in the Small Claims Courts Precinct 2, located at 101 S. Richey, Suite B, Pasadena, Harris County, Texas 77506. By signing this document, the client agrees this will be the venue for the litigation and it will override any other venues.
- In the event Client requests termination of the services prior to completion, a termination charge in an amount equal to all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of GEOTECH ENGINEERING AND TESTING ("GET"), be made. If during the execution of the services, GET is required to stop operations as a result of changes in the scope of services, such as requests by the Client or requirements of third parties, additional charges will be applicable.
10. All services billed on an hourly rate are charged at the applicable rate. For materials engineering report reviews and preparation by technicians and engineers are charged at the applicable personnel rates. Minimum Project Manager report review charge is 0.50 per hour, per report. Minimum engineering assistant charge of typing and invoicing is one hour per report. Minimum technician time per trip is four hours.
 11. Fees include one (1) copy of the report mailed, per the specified distribution list. Reproduction, secretarial time, and mailing cost for additional copies will be billed at a rate of \$1.00 per sheet. Fax service will be at a rate of \$2.00 per sheet.
 12. All samples of materials will be discarded 10 days after submission of our report unless the client advises us otherwise. Upon request, we will deliver the samples in accordance with client's instructions, charges collect, or will store them for an agreed charge.
 13. Unless otherwise agreed, client will furnish right-of-entry on the land for us to make the planned borings, testing, surveys, explorations and observations. We will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration or damage which may result from our operations. If client desires us to restore the land to its former condition, we will accomplish this and add the cost to our fee.

**GEOTECH ENGINEERING AND TESTING
FEE SCHEDULE C24
FOR GEOTECHNICAL, MATERIALS, FORENSIC
AND ENVIRONMENTAL ENGINEERING SERVICES**

14. The only warranty or guarantee made by Geotech Engineering and Testing in connection with its services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports of the findings made.
15. All cylinders must be made and delivered to our laboratory by our technician. In the event that the cylinders are made by the contractor, the cost of breaking the concrete cylinder and reporting will be \$30 each, with a \$500 minimum charge per report and a minimum charge per job of \$1000.
16. All pertinent records relating to services performed hereunder shall be destroyed two years after completion of the work.
17. GET maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage. A certificate of insurance can be supplied evidencing such coverage upon written request. The certificate contains a clause providing fifteen days written notice is given prior to cancellation by the Insurer. Cost of providing such certificate is included in our quoted fees.
18. Client agrees that GET's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed GET's fee. If Client prefers to have higher limits on professional liability, GET agrees to increase the limits up to a maximum of \$250,000 (Annual claims made) upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of five percent of our total fee, or \$100.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
19. The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in GET's report, or shown on sketches, are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise specified in our report.
20. Retainer will be required on some projects. The amount of retainer will be credited on the last invoice. GET will mail a check to the client, if the work is less than the retainer amount.
21. Technician rates on projects will vary, depending on certifications and experience level. The client will be charged in accordance with the technician certifications and experience level.
22. Technician Job Cancellation – There will be a minimum charge of four hours plus trip charge for technician job cancellation.
23. Corporate Structure – The company is a partnership, DAE and Associates, LTD doing business as Geotech Engineering and Testing.
24. Certificate of Merit – Geotech Engineering and Testing will reserve the right to issue a certificate of merit against any engineer in performing this project.
25. Minimum Charge - This means that the minimum charge for a project is as indicated on the proposal. We would not get involved in the project for any money less than the minimum charge.

Attachment B-1 to Exhibit A

**CONSULTANT'S HOURLY RATES AND EXPENSE REIMBURSEMENT RATES
MATERIALS TESTING SCOPE**

(To be attached to RWO)

[Materials Testing Rates to Be Provided]