

PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIAL TESTING SERVICES

This Agreement is made and entered into by and between the **CALALLEN INDEPENDENT SCHOOL DISTRICT** ("District"), an Independent School District and political subdivision of the State of Texas and **RABA KISTNER, INC.**, by and through its designated officer(s) pursuant to its by-laws or a resolution of its Board of Trustees and ("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 Projects: any 2024 Bond Construction Projects on a task-request as-needed basis.

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 three (3) fiscal years of the District except that the terms and condition of this Agreement will remain in effect through the required for completion of the duties as set forth in the Scope of Services of any Requirements Work Order. Performance for each individual 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 any individual 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 Calallen 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:

Ms. Emily Lorenz
Superintendent
4205 Wildcat Drive
Corpus Christi, Texas 78410
Phone: (361) 242-5600
Email: elorenz@calallen.org

II. SCOPE OF SERVICES

2.1 Consultant, in consideration for the compensation herein provided, shall render Geotechnical investigation, analysis and engineering services and Construction Materials Testing services in connection with the Projects listed above. The Consultant's work will consist of:

2.1.1 Geotechnical Investigation, Analysis And Engineering. Performance of geotechnical investigation analysis and engineering services for the specified Project site(s), including but not limited to collection of field and laboratory data, performance of engineering analyses of same, and preparation of a written report for the District including boring logs, lab test data, description of the investigation, and recommendations as more particularly described in the individual Project's **Requirements Work Order**, attached to this Agreement as **Exhibit 1**. Services may include all or some of the following:

A. Provide subsurface exploration and collection representative subsurface samples of foundation media, soils, aggregate base materials and concrete as necessary for laboratory

analysis.

B. Provide on-site field investigation and observation during re-grading, excavation, and sub-grade excavations and preparation.

C. Provide laboratory testing, as required of the representative samples recovered to measure pertinent soil parameters or engineering properties, including hazmat in soil in accordance with American Society for Testing and Materials (ASTM) procedures, which may include but will not be limited to the following: Moisture-Density Relationship testing, Atterberg Limits Determination, Sieve Analysis; In Place Density Testing and Laboratory Testing; Concrete Compressive Strength Testing, Asphalt cores of in-place asphalt; Asphaltic Concrete Extraction, Gradation, Bitumen Content, Stability, Laboratory Density, and Specific Gravity

Testing will comply with the Project Construction Documents and shall be performed in conformance with the standards of care and quality practiced by engineering professionals experienced with geotechnical testing, surveying, analysis and engineering generally on projects similar to the Projects listed above, in the same or similar locale. The cost for such services shall be set forth in the individual Project's Requirements Work Order.

2.1.2 Independent Construction Materials Testing. Performance of testing, analysis and report conclusions related to the materials provided and workmanship performed by the various construction contractors, to insure compliance with specific Project requirements and the Construction Documents and Specifications, including but not limited to, testing, analysis and conclusions related to such items as: Pier Construction, Concrete Mix Design & Testing (cast-in-place & pre-cast), Fill, Backfill, Sub grade & Base, Asphalt Mix Design & Testing, Earthwork/Soil Testing, and other special inspections as may be requested by the District's Project representative. Performance of part-time observations and field-testing, on an "on-call" basis, in order to provide required quality assurance services. Engineering technicians shall perform observations for the required disciplines and field-testing for associated site improvements. Observations and field-testing will be performed in accordance with instructions of the District's Project representative and in compliance with the Texas Engineering Practices Act. Daily reports will be written for each day "on-call" services are provided. During the course of construction, Respondent may also be called upon to provide written reports to District's Project representative of all test results, particularly those failing to meet Project specifications. Written reports of findings will be submitted periodically as specified by the District's Project representative. The Services shall be performed in conformance with the standards of care and quality practiced by engineering professionals experienced materials testing and quality assurance generally on projects similar to the Project in the Project's locale. During the course of construction, Consultant will provide written reports on the Project, to the District's representative of all test results, particularly those failing to meet project specifications. Written reports of findings will be submitted periodically as specified by the District's representative. The cost for such services shall be set forth in the individual Project's Requirements Work Order.

2.2 Consultant shall be represented by a professional engineer licensed to practice in the State of Texas or an Engineer-In-Training subject to the supervision of a professional engineer, at meetings of any official nature concerning the Project, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required for the Project. All submittals shall carry the signature and seal; or, in the case of progress submittals or incomplete submittals, an appropriate disclaimer with the responsible professional engineer's name and license number and, adjacent thereto, the date of the submittal. All Services performed under this Agreement must be conducted in full conformance with the Texas Engineering Practice Act. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

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

2.4 The specific Scope of Services for each Project shall be described in a Requirements Work Order ("RWO") for the specific Project, which shall also establish the a not-to-exceed cost for Consultant's basic services negotiated with the District Representative at the time. The RWO shall be completed for each Project, in a form substantially similar to the one attached hereto as **Exhibit 2**. Upon completion and

execution by both parties the RWO shall be and deemed incorporated herein by reference as if fully set forth.

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 Projects, 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 For and in consideration of the services to be rendered by Consultant, District shall pay fees not to exceed a total of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) for such basic services. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Scope of Work attached as Exhibit 1. 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 Fee for Basic Services established therein and the Texas Prompt Payment Act. The scope and quantity of the services provided will be dependent upon services actually authorized and required by the District.

4.3 Modifications. Consultant and District acknowledge that the MTS and Geotech Base Fees, as set out in the relevant Requirements Work Order, has been established based upon the total estimated costs of services to be rendered under the Agreement. Compensation for additional services shall be subject to renegotiation in accordance with Section 4.4 below.

4.4 Additional Professional Services. Consultant may be required to perform the additional services in connection with this Agreement including, but not limited to, the following:

4.4.1 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.

4.4.2 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.

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

4.5 Compensation for Additional Professional Services. Consultant may be required to perform the additional services in connection with a particular 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 contract 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 even 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 contract, 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 effected for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3 of this clause.

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

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, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, District shall have the right, without further notice, to terminate this Contract 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 Contract, 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 Contract 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 effect 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 Contract 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 Contract, 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:

<u>Workers' Compensation:</u> (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.
<u>Employer's Liability:</u>	\$1,000,000.00
<u>Commercial General Liability:</u>	
Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00 each person
<u>Automobile Liability:</u>	\$1,000,000 combined single limit
<u>Professional Liability:</u>	\$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 Contract.

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 contract 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 contract.

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

X. ENGINEER'S 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 as 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 (s)he 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:

Calallen Independent School District
Attn: Superintendent
4205 Wildcat Drive
Corpus Christi, Texas 78410

If intended for Consultant, to:

Raba Kistner, Inc.
Attn: Gabriel Ornelas, Jr., P.E.
12821 West Golden Lane
San Antonio, Texas 78249

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, and 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, and has considered such constraints in the negotiation of this Agreement.

15.2 The 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 Project Site is a public school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project 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 contacted 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 Contract 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 District's contractor's work or their 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 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 the Services.

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, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

IXX. 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 Nueces 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 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 effected 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 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 2270, 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 in this certification is inaccurate.

28.4 Pursuant to Texas Government Code Chapters 2274 and 809, if the contract 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 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 contract 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 contract. This provision does not apply to sole proprietorships.

XXIX. ENTIRE AGREEMENT

29.1 This Agreement, together with its Attachments 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 hereto 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.

29.3 Electronic Signatures. The parties agree that this Agreement and any documents to be delivered in connection herewith may be executed and delivered by electronic means, including, without limitation, facsimile, scanned PDF, or electronic signature. Any such electronic execution and delivery shall have the same force and effect as delivery of an original document with manual signatures and shall be binding on the parties.

CALALLEN INDEPENDENT SCHOOL DISTRICT

By: Emily Lorenz
Emily Lorenz, Superintendent of Schools

Date: 06/04/2025

RABA KISTNER, INC.

By: Gabriel Ornelas, Jr., P.E.
Gabriel Ornelas, Jr., P.E., Senior Vice President and
Chief Operations Officer

Date: 06/04/2025

EXHIBIT 1
CONSULTANT'S HOURLY RATES AND EXPENSE REIMBURSEMENT RATES

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ALKALI-SILICA REACTIVITY					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 1260	Potential Alkali Reactivity of Aggregate Mortar Bar Method				
	Fine Aggregate	2UKFA		\$ 895.00	/ea
	Coarse Aggregate	2UKFF		\$ 1,193.25	/ea
ASTM C 1260	Concrete Mix Design				
	Initial Mix with Two Components	2UKFG		\$ 1,326.50	/ea
ASTM C 1567	Concrete Mix Design				
	Initial Mix with Multiple Components	2UKFK		\$ 1,668.50	/ea
ASTM C 1012	Length Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution				
		2UKFI		\$ 2,339.75	/ea
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations Mortar Bar Method				
		2UKFB		\$ 845.75	/set
ASTM C 1293	Concrete Aggregates by Determination of Length Change of Concrete Due to Alkali-Silica Reaction				
		2UKFC		\$ 2,386.50	/ea
ASTM C 441	Effectiveness of Mineral Admixtures on Ground Blast Furnace Slag in Preventing Excessive Expansion of Concrete Due to Alkali-Silica Reaction				
		2UKFD		\$ 1,413.00	/mix
APARTMENT STRUCTURAL OBSERVATION					
REFERENCE	FIELD SERVICES			UNIT RATES	
	Shear Wall Anchorages	5Q430		\$ 76.25	/hr
	Shear Wall Hurricane Straps	5Q431		\$ 425.25	/hr
	Shear Wall Nailing Patterns	5Q432		\$ 76.25	/hr
	Interior and Exterior Shear Walls	5Q433		\$ 98.75	/hr
	Roof Trusses	5Q434		\$ 98.75	/hr
	Floor Truss Framing	5Q435		\$ 98.75	/hr
ASPHALTIC CONCRETE					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	5QT00		\$ 69.00	/hr
Asphalt Institute	Asphaltic Plant Observation - To Verify Aggregate Size				

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

Manual	and Quality, Batch Weights and Temperature Technician Time	5Q401		\$ 83.50	/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	5Q419		\$ 83.50	/hr
ASTM D 2950	Nuclear Density Test with Inspection	5Q0R5		\$ 22.75	/ea
	Nuclear Density Test	5Q0M0		\$ 29.25	/ea
	Coring (See Coring Fee Schedule)				
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	5UBMH		\$ 400.00	/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	5UBMF		\$ 204.50	/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	5UBW3		\$ 89.50	/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test	5UBJ0		\$ 89.50	/set
	a) Molded Specimen	5UBW3		\$ 89.50	/set
	b) Asphalt Core (Technician Time)	5Q411		\$ 69.00	/hr
	Laboratory Core Density	5X129		\$ 30.00	/ea
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor) Hveem (Gyro Compactor)	5UB6L 5UB6Q		\$ 95.75 \$ 121.50	/set /set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance TxDOT CMHB TxDOT Calibration Mix and Pans TxDOT Black Base Design, Item 345	2QWZW 2QWZX 2UKV0 2WC1N 2WC1P		\$ 3,099.25 \$ 3,099.25 \$ 4,402.75 \$ 517.50 \$ 2,317.00	/ea /ea /ea /ea /ea
ASPHALTIC CONCRETE (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	5UB4B		\$ 82.50	/ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	5UPL0		\$ 126.00	/ea
AASHTO TP 33	Fine Aggregate Angularity	5WCNC		\$ 80.00	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ASTM D 4791-95	Flat and Elongated Particles	5UB6B		\$ 90.00	/ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	5UB5B		\$ 67.50	/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	5UBAB		\$ 98.00	/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)				
	Preparation Time	2U002		\$ 76.25	/hr
	a) Magnesium - 5 Cycle	2UB3S		\$ 715.75	/ea
	b) Sodium - 5 Cycle	2UB3T		\$ 715.75	/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)				
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	2UQR0		\$ 358.00	/ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	2VREA		\$ 9,579.00	/ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	5UBS0		\$ 145.75	/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)				
	with Freeze/Thaw	2VRE0		\$ 830.75	/ea
	without Freeze/Thaw	2VRD0		\$ 648.00	/ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)				
	Mixture Design	2UB6S		Upon Request	
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	2UB6R		\$ 1,222.00	/set
TxDOT, TEX-126-E	Molding and Strength	2UB61		\$ 594.25	/set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	5UB62		\$ 225.50	/set

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ASPHALTIC CONCRETE (Continued)				UNIT RATES	
ASTM D 1559	Molding and Marshall	5UB63		\$ 213.25	/set
TxDOT, TEX-103-E	Molded Moisture Content	2UQV0		\$ 18.00	/ea
TxDOT, TEX-461-A (2005); ASTM D 6928-10	Micro-Deval Abrasion	2UL24		\$ 358.00	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BUILDING ENVELOPE					
REFERENCE	CONSULTING SERVICES			UNIT RATES	
	Senior Architect			\$ 238.50	/hr
	Senior Business Envelope Consultant			\$ 167.00	/hr
	Senior Project Manager			\$ 155.00	/hr
	Business Envelope Consultant			\$ 137.00	/hr
	Intern Architect			\$ 113.00	/hr
	Business Envelope Observer			\$ 107.00	/hr
	Business Envelope Technician			\$ 95.00	/hr
	Secretarial			\$ 71.50	/hr
BLAST MONITORING					
REFERENCE	FIELD SERVICES			UNIT RATES	
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges				
	Hourly Rate	5Q437		\$ 99.00	/hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring				
	Seismic Equipment Rental (Minimum of 1 Per Month)				
	Technician Time	Q437		\$ 99.00	/hr
	Materials Engineer	TS		\$ 203.00	/hr

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BRICK					
REFERENCE	FIELD SERVICES			UNIT RATES	
	Masonry Observations	5Q410		\$ 87.50	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 62	Compressive Strength				
	Preparation Time	5U002		\$ 75.00	/hr
	Saw Cut (If Required)	5UL20		\$ 2.50	/sq.in
	Compressive Strength Testing of Standard Size Specimens	5UFH0		\$ 45.00	/ea
	Initial Rate of Absorption (Lab)	5UFAM		\$ 199.25	/ea
	Absorption Test	5UFA0		\$ 57.00	/ea
	Modulus of Rupture (Standard Size)	5UEA1		\$ 387.25	/set
	Freeze/Thaw	2VGLV		\$ 589.75	/set
	Efflorescence	5UEA2		\$ 589.75	/set
	Breaking Load	5UEA4		\$ 318.75	/set

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

BUILT-UP ROOFING					
REFERENCE	FIELD SERVICES			UNIT RATES	
	Observation by Materials Technician During Installation Including Verification of Materials, Asphalt Application Rates, Proper Lapping of Felt Material, Proper Insulation and Quantity of Aggregate	2Q410		\$ 76.75	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
	Sample Testing and Analysis Including Determining Number of Felt Paper Plies, Weight of Interply Layers of Bituminous Material, Weight of Flood Coat and Weight of Aggregate Surface Materials, and Photographs of Each Item (Sampling by Others)				
ASTM D 3617	a) New Roofs Prior to Application of Flood Coat and Aggregate Surfacing	2UND6		\$ 698.00	/sam
ASTM D 2829	b) Existing Roofs	2UNE5		\$ 793.75	/sam
	ROOF SURVEYS			UNIT RATES	
	Nuclear Gauge In-Place Moisture Measurements at 10-ft. Centers	2Q420		\$ 76.75	/hr
	Moisture Plume Identification	2Q420		\$ 76.75	/hr
	Roof Layout with Moisture Readings	2Q420		\$ 76.75	/hr

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CEMENT TREATED BASE / SUBGRADE					
REFERENCE	FIELD SERVICES			UNIT RATES	
PCA	Sampling Raw Materials for Mix Verification				
	Technician Time	5QT00		\$ 69.00	/hr
	Sampling Contractor Processed Material				
	Technician Time	5QT00		\$ 69.00	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
PCA	Molding Controlled Processed Material	5VST5		\$ 111.25	/ea
PCA	Unconfined Compressive Strength Testing	5VSGR		\$ 49.96	/ea
ASTM D 559;	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)				
ASTM D 560	Wet Dry/Freeze Thaw	2VS90		\$ 895.00	/set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg Limits	2VSRS		\$ 687.50	/ea
	Mix Design				
PCA	Mix Design - Cement Treated Base (Does Not Include				
TxDOT, TEX-120-E	Durability)	2VSRR		\$ 1,915.00	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CHEMICAL ADMIXTURE					
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			<u>UNIT RATES</u>	
ASTM C 494	Residue on Oven Drying	2UK1V		\$ 57.00	/ea
ASTM C 494	pH	2UK0W		\$ 26.25	/ea
ASTM C 494	Specific Gravity by Hydrometer	2UK58		\$ 31.00	/ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	2UKNY		\$ 188.50	/ea
ASTM C 494	Admixture Certification Program	2UKFE		<i>Upon Request</i>	
ASTM C 260	Admixture Certification Program	2UKFE		<i>Upon Request</i>	

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM C 31;	Sampling Concrete to Conduct Slump Tests, Measure Concrete				
ASTM C 172;	Temperature, Cast Test Specimens and Transport				
ASTM C 143	Test Specimens to Laboratory Next Day				
	Technician Time	5QT00		\$ 69.00	/hr
	Pick-Up of Test Specimens	5Q055		\$ 69.00	/hr
	Standby Time	5Q600		\$ 69.00	/hr
ASTM C 39;	Cylinder Compressive Strength Testing and Reporting				
ASTM C 617	(In Conjunction with Sampling)				
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	5QFXE		\$ 21.75	/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	5QNL0		\$ 40.00	/ea
	c) "Hold" Cylinder (Additional Charge)	5QGP0		\$ 15.00	/ea
	d) "Strip" Cylinder (Additional Charge)	5QGY0		\$ 19.50	/ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	5QFXG		\$ 25.75	/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	5QFXG		\$ 25.75	/ea
	g) Dry Density - Concrete Cylinder	5QGMH		\$ 72.00	/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	5QMXC		\$ 63.25	/ea
	Air Content (In Conjunction with Sampling)				
ASTM C 231	a) Pressure	5QBT0		\$ 40.50	/ea
ASTM C 173	b) Volumetric	5QB40		\$ 53.50	/ea
AASHTO T 199	c) Chase	5QBE0		\$ 24.75	/ea
ASTM C 138	Unit Weight	5QX00		\$ 46.25	/ea
ASTM C 143	Additional Slump Test	5QGWA		\$ 32.00	/ea
ACI 311;	Concrete Plant Observation - To Observe and Record Aggregate				
ACI 304	Types, Batch Weights, Concrete Consistency and Mixing Time				
	Technician Time	5Q422		\$ 82.50	/hr
ACI 311;	Concrete Site Observation - To Record the Consistency of Concrete,				
ACI 304	Verify and Adjust Slump within Project Specifications and Sample for Test Specimens				
	Technician Time	5Q422		\$ 82.50	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	5VUR0		\$ 483.00	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ACI 211.1 (303.R)	Architectural Mix Design	2VAR0		\$ 534.50	/ea
ACI 211.2	Lightweight Structural Mix Design	2VLR0		\$ 502.00	/ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	2VMVT		\$ 534.50	/ea
ASTM C 1202	Chloride Ion Permeability	2QAOA		\$ 429.50	/set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	5VGGK		\$ 45.00	/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	2VT5B		\$ 143.75	/ea
ASTM C 666	Freeze-Thaw Test	5VGLV		\$ 589.00	/set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	2VGJB		\$ 189.50	/ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	2VGLW		\$ 76.75	/hr
ASTM C 805	Schmidt Rebound Number	5VGLX		\$ 139.50	/hr
ASTM C 157	Length Change of Mortar or Concrete	5VGNN		\$ 1,193.25	/set

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CONCRETE AGGREGATES					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	5QT00		\$ 69.00	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 566	Moisture Content	5UQV0		\$ 15.00	/ea
ASTM C 29;	Unit Weight (Coarse or Fine)				
	a) Loose	5UH9N		\$ 58.75	/ea
	b) Rodded	5UH9N		\$ 58.75	/ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	5UB5B		\$ 67.50	/ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	5UBMI		\$ 93.75	/test
	Absorption				
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine) b) Lightweight Aggregate (Coarse)	5UHAQ 5UHAP		\$ 41.25 \$ 41.25	/ea /ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification a) Coarse, Per Sample b) Fine, Per Sample	5UH4J 5UH4K		\$ 72.00 \$ 82.50	/ea /ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	5UH17		\$ 90.00	/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	2UQR0		\$ 358.00	/ea
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test) Preparation Time	2U002		\$ 76.75	/hr
	a) Magnesium - 5 Cycle	2UB3S		\$ 716.00	/ea
	b) Sodium - 5 Cycle	2UB3T		\$ 716.00	/ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design Conducted Separate from Concrete Mix Design	5VGR3 5VG03		\$ 22.00 \$ 300.75	/ea /ea
CONCRETE AGGREGATES (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
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ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	5UH0U		\$ 62.25	/ea
ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	5UPL0		\$ 126.00	/ea
ASTM C 142	Clay Lumps and Friable Particles	5UHG0		\$ 90.50	/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	5UH7P		\$ 90.50	/ea
ASTM D 3042	Acid Insoluble Residue	2UHB0		\$ 310.00	/ea
TxDOT, TEX 461-A	Micro-Deval Abrasion	2UL24		\$ 358.00	/ea
CONCRETE MASONRY UNITS					
REFERENCE	FIELD SERVICES			UNIT RATES	
	Masonry Observation	5Q515		\$ 87.50	/hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 140	Compressive Strength Test				
	Compressive Strength Test	5UEH0		\$ 105.50	/ea
	Absorption Test	5UEA0		\$ 72.00	/ea
ASTM C 426	Drying Shrinkage of Concrete Block	2UEK1		\$ 755.00	/pair
ASTM C 1314	Compressive Strength CMU Prism	2QMPT		\$ 318.75	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

CORING					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM C 42;	Technician Time and Equipment				
ACI 318	a) One Man	5Q412		\$ 82.50	/hr
	b) Two Men	5Q413		\$ 142.50	/hr
	c) Reinforcing Steel Detector	5QK0N		\$ 52.00	/day
	d) Coring Rig	5QKJY		\$ 159.50	/day
	e) Generator	5QK0Z		\$ 134.00	/day
	Bit Wear				
	a) Limestone Aggregate	5QD0L		\$ 6.25	/in.-in
	b) Quartz Aggregate (River Gravel)	5QDU0		\$ 7.25	/in.-in
REFERENCE	LABORATORY SERVICES				
ASTM C 42	Sawed Ends for Compressive Strength Tests				
	a) Limestone Aggregate	2UL20		\$ 2.50	/sq.in
ASTM C 39;	Compressive Strength of Concrete Cores Includes				
ASTM C 42;	Measurements, Capping and Testing	5QFXF		\$ 34.00	/ea
ASTM C 174;					
ASTM C 617					
	Report Photographs			Cost +15%	
	Laboratory Air-Dried Unit Weight	5QXAF		\$ 23.75	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

DRILLED-AND-UNDERREAMED PIERS					
REFERENCE	FIELD SERVICES			UNIT RATES	
	This Service is Provided to Observe and/or Record the				
	Following Items:				
ACI 336.1	a) Specification Dimensions of Shaft and Bell				
	b) Identification of Foundation Bearing Stratum				
	c) Cleanliness of the Pier Excavation Bottom				
	d) Size, Grade, Length, Concrete Cover and Orientation				
	of Reinforcing Steel				
	e) Consistency of Concrete Placed in the Pier				
	Technician Time				
	a) Hourly	BQ410		\$ 87.50	/hr
	Cylinders Cast in Conjunction with Observation	5QFXE		\$ 21.75	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
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FLY ASH					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 311	Moisture Content	2UQV0		\$ 18.00	/ea
ASTM C 311	Loss of Ignition	2WCU0		\$ 51.50	/ea
ASTM C 311	Available Alkalies	2WCE0		\$ 149.50	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	2WCN9		\$ 92.75	/ea
ASTM C 311	Soundness, Autoclave	2WCD0		\$ 334.25	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	2WCXF		\$ 570.50	/ea
ASTM C 311	Pozzolanic Activity; Lime	2WCXR		\$ 240.00	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	2WCKU		\$ 435.75	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	2WCCG		\$ 552.50	/ea
ASTM C 618	ASTM C 618 Physical Analysis	2WCCW		\$ 1,344.00	/ea
ASTM C 595	Water-Soluble Fraction	2WC5E		\$ 66.00	/ea
ASTM C 188	Specific Gravity	2UK50		\$ 92.75	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

GROUND PENETRATING RADAR (GPR) SERVICES					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges				
	Hourly Rate	Q80J		\$ 147.75	/hr
	GPR Equipment	QQ80M		\$ 620.50	/day
	Materials Engineer	TS		\$ 203.00	/hr

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
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<u>LIME</u>					
<u>REFERENCE</u>	<u>FIELD SERVICES</u>			<u>UNIT RATES</u>	
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth				
	Technician Time	5Q402		\$ 86.50	/hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			<u>UNIT RATES</u>	
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	5UQ4X		\$ 96.75	/ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	5VSPN		\$ 581.50	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
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PORTLAND CEMENT					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 183	Standard Method of Sampling Hydraulic Cement	2U005		\$ 70.00	/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	2Q403		\$ 36.00	/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	2WHAU		\$ 80.75	/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	2WHIN		\$ 88.50	/ea
ASTM C 151	Autoclave Expansion of Portland Cement	2WHD0		\$ 318.75	/ea
ASTM C 187	Normal Consistency of Hydraulic Cement	2WHWH		\$ 81.00	/ea
ASTM C 188	Specific Gravity of Hydraulic Cement	2UR50		\$ 92.75	/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	2WCN9		\$ 92.75	/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	2WHM0		\$ 80.75	/ea
ASTM C 114	Chemical Analysis	2WHBG		\$ 585.00	/ea
ASTM C 91	Water Retention of Masonry Cement	2WH52		\$ 149.25	/ea
ASTM C 150	Chemical Analysis	2WHBG		\$ 585.00	/ea
	Physical Analysis	2WHBW		\$ 1,164.50	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

PRECAST CONCRETE PLANT OBSERVATION					
REFERENCE	FIELD SERVICES			UNIT RATES	
PCI MNL-117	Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship				
	Materials Engineer			\$ 225.50	/hr
	Technician Time	5Q423		\$ 87.50	/hr
	Cylinders	5QFXE		\$ 21.50	/ea
	Job-Site Erection Observation				
	Technician Time	5Q423		\$ 87.50	/hr

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
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SOILS					
REFERENCE	FIELD SERVICES			UNIT RATES	
ASTM D 75	Sampling Subgrade, Fill or Base				
	Technician Time	5QT00		\$ 69.00	/hr
	In-Place Moisture-Density Tests				
	Technician Time	5QT00		\$ 69.00	/hr
ASTM D 2922	Nuclear Density	5Q0M0		\$ 29.25	/ea
ASTM D 2167;	Volumetric Density (Sand Cone or Balloon)	5QUM0		\$ 111.25	/ea
ASTM D 1556					
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)				
	Technician Time (Hourly Rate)	5QT00		\$ 69.00	/hr
	Proof Rolling Observation	5QT04		\$ 69.00	/hr
ASTM D 2922	Nuclear Density Tests with Observation	5Q0R0		\$ 23.00	/ea
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 2216;	Moisture Content	5UQV0		\$ 15.00	/ea
TxDOT, TEX-103-E					
	Atterberg Limits				
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	5VRBG		\$ 118.00	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits				
ASTM D 427	a) Volumetric	5WK2T		\$ 162.75	/ea
	b) Linear (TxDOT, TEX-107-E)	5WK2T		\$ 162.75	/ea
ASTM D 422;	Sieve Analysis				
TxDOT, TEX-101-E;	a) Washed Through No. 40 (Up to 5 Sieves)	5WKR5		\$ 81.00	/ea
TxDOT, TEX-110-E	b) Washed Through No. 200 (Up to 4 Sieves)	5WKR4		\$ 131.75	/ea
	c) Additional Sieves	5WKR8		\$ 18.00	/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	5WKR8		\$ 80.00	/ea
	Moisture-Density Relationship				
	Preparation Time	5U001		\$ 74.00	/hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P		\$ 554.00	/ea
	pH	UH5J		\$ 73.00	/ea
	Resistivity	UH5L		\$ 374.00	/ea
	Sulfate Content (colorimetric method)	UKF3		\$ 125.75	/ea
	Chloride Content			\$ 72.00	/ea

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
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SOILS (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 698;	ASTM	5VRSF		\$ 324.00	/ea
ASTM D 1557					
AASHTO T 99;	AASHTO	5VRSF		\$ 324.00	/ea
AASHTO T 180					
TxDOT, TEX-113-E;	TxDOT	5VRSQ		\$ 384.25	/ea
TxDOT, TEX-114-E					
MIL STD CE 55A	Corps of Engineers	5VRSQ		\$ 384.25	/ea
ASTM C 131;	Los Angeles Abrasion (Time and Test)	2UQR0		\$ 357.50	/ea
ASTM D 535					
ASTM D 1883	California Bearing Ratio - Short Method; Includes				
	Moisture-Density Relationship and Three Test Specimens	5VRF1		\$ 1,268.00	/set
	Each Additional Specimen	5VRFD		\$ 292.50	/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density				
	Relationship and Up to Six Test Specimens				
	Part I	2VR62		\$ 2,129.00	/set
	Part II	5VR63		\$ 1,911.75	/ea
	Each Additional Specimen	2VR6D		\$ 240.00	/ea
ASTM D 854;	Specific Gravity	5UQ50		\$ 131.25	/ea
TxDOT, TEX-108-E					
ASTM D 422;	Hydrometer Analysis (Includes Sample Preparation and				
TxDOT, TEX-110-E	Grain Size Curve)	5WKRQ		\$ 437.75	/ea
ASTM D 2166	Unit Weight	5WML0		\$ 46.00	/ea
TxDOT, TEX-116-E	Wet Ball Mill	5WK60		\$ 332.75	/ea
TxDOT, TEX-107-E	Shrinkage Limit	5WK2T		\$ 163.25	/ea
	Water Content and Visual Classification	5W050		\$ 20.75	/ea
	Unconfined Compression (includes unit dry weight)				
	a) Soil Shelby Tube Specimens	5VP7L		\$ 69.00	/ea
	b) Rock Core Specimens	5VN7L		\$ 75.25	/ea
	(1) Sawed Specimen Ends	5UL21		\$ 17.50	/end
	Triaxial Compression				
	a) Unconsolidated-Undrained, Per Specimen	2W046		\$ 127.75	/ea
	b) Unconsolidated-Undrained, Multistage	2WF46		\$ 442.25	/ea
	Direct Shear				
	a) Unconsolidated-Undrained	2WKI6		\$ 352.25	/ea
SOILS (Continued)					

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
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REFERENCE	LABORATORY SERVICES		UNIT RATES	
	a) Consolidated-Drained (Sand)	2WIIIE	\$ 743.75	/ea
	Consolidation without Hysteresis Loop (Not Including Specific Gravity)	2WKH0	\$ 914.00	/ea
	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	2WDG0	\$ 1,094.00	/ea
	Swell Test			
	a) Method "A"	2WL0Y	\$ 1,617.00	/ea
	b) Method "B"	2WL0M	\$ 283.75	/ea
	b) Method "C"	2WL0P	\$ 1,940.50	/ea
	d) Modified Method "B"	2WL00	\$ 251.75	/ea
STEEL				
REFERENCE				
AISC				
	FIELD SERVICES		UNIT RATES	
	Observation - Fabrication Shop or Field Erection			
AWS D1.1	Certified Welding Inspector	TS	\$ 158.00	/hr
	Technician Time	5Q423	\$ 87.50	/hr
	Weldment Observation			
AISC	Certified Welding Inspector	TS	\$ 158.00	/hr
	Technician Time/Certified Associate Welding Inspector	5Q424	\$ 90.00	/hr
	Bolt Torque Testing			
CRSI; ASTM A 615	Technician Time	5Q423	\$ 89.00	/hr
	Reinforcing Steel			
CRSI, ACI 318	Sampling for Subsequent Lab Testing			
	Technician Time	5QK5N	\$ 69.00	/hr
	Placement and Cross-Section Observation			
	Materials Engineer	5Q425	\$ 223.50	/hr
PTI; ACI 318	Technician Time	5Q423	\$ 87.50	/hr
	Pre-Tensioning Strands/Post-Tensioning Tendons			
	Placement and Stressing Observation			
	Materials Engineer	5Q425	\$ 223.50	/hr
AWS D1.1; ASME Sec. IX	Technician Time	5Q423	\$ 87.50	/hr
	Welders Tests			
	Witness Qualification Welding	2QZ00	\$ 168.00	/hr
	Qualification Welding Coupons			
AWS D1.1	a) 3/8-in. Coupon		Cost +15%	
	b) 1-in. Coupon		Cost +15%	
	Guided Bend Tests			

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

AWS D1.1	Bend Tests	5QWC0		\$	43.25	/ea
	Set-Up Charge, Per Day	2QJS0		\$	84.50	/day
	Tensile Tests (Test and Set-Up)					
	Tensile Tests					

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

STEEL (Continued)				UNIT RATES	
	Coupon Preparation and Machining Services				
	Welder Qualification Positions	5QZ10		\$ 148.25	/ea
	Radiographic Examination of Coupons	5Q100		\$ 211.00	/ea
REFERENCE					
ASTM A 370					
	LABORATORY SERVICES			UNIT RATES	
	Tension Tests				
	a) Reinforcing Steel with Elongation	5QWZV		\$ 59.25	/ea
	b) Reduced Section Preparation (No. 14 & No. 18)	QWZ0		Cost +15%	
	c) Set-Up Charge, Per Day	2QJS0		\$ 85.50	/day
CONSULTANTS AND COORDINATION			UNIT RATES		
	Principal Engineer	\$ 273.00	to	\$ 459.25	/hr
	Managing Engineer	\$ 117.00	to	\$ 303.00	/hr
	Staff Engineer	\$ 140.75	to	\$ 243.00	/hr
	Laboratory Manager	\$ 109.75	to	\$ 217.25	/hr
	Construction Services Manager	\$ 109.75	to	\$ 217.25	/hr
	Project Management/Coordination Time	\$ 72.00	to	\$ 161.75	/hr
	Outside Professional Services				
	Additional Insured			\$ 326.00	/ea
	Secretarial	\$ 72.00	to	\$ 121.50	/hr
	Word Processing			\$ 72.00	/hr
	Report Preparation and Administration	\$ 72.00	to	\$ 121.50	/hr

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

ZONE CHART					
				2023	
ZONE	TRAVEL TIME		MILEAGE		
			CHARGE		
0	0.25		\$ 19.50	5RT99	
1	0.50		\$ 35.00	5RT01	
2	1.00		\$ 65.00	5RT02	
3	1.25		\$ 90.00	5RT03	
4	1.50		\$ 126.25	5RT04	
5	2.00		\$ 176.25	5RT05	
	Mileage greater than Zone 5 (entire trip) use MapQuest				
	\$1.25/mile				
	Actual Travel Time to be charged at approved project hourly rate.				
BASIC CHARGE					
1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.					
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.					
3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.					
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.					
5. Minimum of 4 hours billing per visit to project site.					
6. A fifteen (15) percent project management and administration cost will be added to all invoices.					
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. RK will keep you CLIENT apprised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. RK will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by RK for the project					

RABA KISTNER, INC.
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
SCHEDULE OF FEES

8. RK will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.					

RABA KISTNER, INC.

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>RATES</u>
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	\$16.00/ft
	Soil (Below 50 ft.)	\$19.00/ft
	Soft Rock	By Quote
	Nx Rock Core	
	Rock Coring	By Quote
	Field Logging Services	
	Engineering Technician	\$ 69.00/hr
	Registered Geologist	\$172.50/hr
	Staff Engineer (E.I.T.)	\$160.75/hr
	Licensed Professional Engineer (P.E.)	\$224.00/hr
	Field Coordination	
	Field Engineer (E.I.T.)	\$160.75/hr
	Engineering Technician (Flagman)	\$ 69.00/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	\$337.25/ls
	Field Logger Trip Charge	\$1.25/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	\$261.50/hr
	Mileage – Non-Drilling Equipment	\$ 1.25/mile
	Grout/Bentonite Backfill	\$ 7.75/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	\$56.50/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	\$117.50/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$ 15.00/ea
	Shrinkage Limit in Conjunction with Atterberg Limits	
ASTM D 427	a) Volumetric	\$162.75/ea
	b) Linear (TxDOT, TEX-107-E)	\$162.75/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis	
	a)Washed Through No. 40 (Up to 5 Sieves)	\$ 81.00/ea
	b)Washed Through No. 200 (Up to 4 Sieves)	\$131.75/ea
	c) Additional Sieves	\$ 18.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	\$ 80.00/ea

RABA KISTNER, INC.

GEOTECHNICAL ENGINEERING SERVICES

SCHEDULE OF FEES

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	\$131.25/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	\$ 437.75/ea
ASTM D 2166	Unit Dry Weight	\$ 45.00/ea
ASTM 4318	Lime Series	\$ 563.00/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	\$ 69.00/ea \$ 75.00/ea \$ 17.50/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	\$ 442.25/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	\$ 352.25/ea \$ 687.00/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	\$1,094.00/ea
	Corrosivity (pH, chloride, sulfate, resistivity)	\$ 554.00/ea
	pH	\$ 73.00/ea
	Resistivity	\$ 374.00/ea
	Sulfate Content	\$ 125.75/ea
	Chloride Content	\$ 72.00/ea
	Swell Test	
	a) Method "A"	\$ 1,617.00/ea
	b) Method "B"	\$ 283.25/ea
	a) Method "C"	\$ 1,940.50/ea
	b) Modified Method "B"	\$ 251.75/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	\$ 273.00 to 459.25/hr
Licensed Professional Engineer (P.E.)	\$ 177.00 to 303.00/hr
Staff Engineer, E.I.T.	\$ 140.50 to 243.00/hr
Registered Geologist	\$ 172.50/hr
Draftsman	\$ 114.25/hr
Outside Professional Services	Cost + 15%
Additional Insured	\$ 326.00/ea
Secretarial	\$ 72.00 to 121.50/hr
Vehicle Travel Charge	\$ 1.25/mile

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

EXHIBIT 2

Requirements Work Order - TEMPLATE

Geotechnical Engineering and Construction Material Testing Services

This Requirements Work Order ("RWO") is executed on this ____ day of _____, 20____, between the **Calallen Independent School District** (hereinafter referred to as "District"), and **RABA KISTENER, INC.** ("Professional"), 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 Professional Services requirements for the following project: _____, (the "Project"), including the Scope of Services and establishment of a not-to-exceed price for the required the Professional's Basic Services.

2. **Scope of Work.** The Scope of Services for the Project shall be as set out in **Attachment A**, which is attached to this RWO and incorporated herein by reference.

3. **Not to Exceed Fee.** Professional 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 such basic services. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Scope of Work attached to the Master Service Agreement at Exhibit 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 Services or some designated part of the Services being performed to the District's satisfaction.

4. **Additional Services.** The District further agrees to pay for Additional Services (outside the Scope of Work, but related to the Project), in accordance with the hourly rates for Additional Professional Services contained in the Scope of Work attached to this RWO as Exhibit 1 to the Master Service Agreement. All Additional Services 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.

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

EXECUTED ON THIS, THE ____ DAY OF _____, 20____.

DISTRICT:
CALALLEN INDEPENDENT SCHOOL DISTRICT

PROFESSIONAL: RABA KISTNER, INC.

[EXHIBIT ONLY – DO NOT SIGN]

By: _____
Emily Lorenz, Superintendent of Schools

[EXHIBIT ONLY – DO NOT SIGN]

By: _____
(Printed Name and Title)

ATTACHMENT A
Scope of Services

(To be Attached to RWO)

[Exhibit to Master Service Agreement – To Be Completed Before Executing a RWO.]