



November 19, 2025

Gatesville ISD
311 South Lovers Lane
Gatesville, Texas 76528

Attention: Barrett Pollard, Ed. D.
Superintendent

Regarding: Geotechnical Investigation Proposal
Gatesville ISD Additions
Gatesville, Texas
LE Proposal No. GEO25-165

Dear Dr. Pollard:

I am pleased to present this proposal for geotechnical services for new Additions to the Gatesville Junior High and Athletic Facilities. The scope of services and costs summarized in this proposal are based on information that you emailed to our office.

Project Details

The project consists of a new Addition to the Junior High that will include a Library, Choir Room, Band Hall, Classrooms, Theater Room, and Restrooms. A new Field House at the athletic facilities is also planned. The Junior High additions will have a total foundation area of approximately 35,000 square feet. New parking lots and driveways will also be constructed. The Field House will be one-story in height, and will be a metal building with partial masonry cladding. Interior partitions will be CMU block walls.

We anticipate that the geologic conditions will consist of expansive clay soils in the upper few feet, followed by sandy soils, and then bedrock at a depth of roughly 10 to 15 feet. A total of 11 borings will be drilled for subsurface exploration. Details are shown in Table 1.

TABLE 1: BORING DEPTHS	
<i>Structure</i>	<i>Borings</i>
Classrooms and Restrooms	4@25-ft
Library, Choir, Band, and Theater Room	3@25-ft
Pavement	2@5-ft
Field House	2@25-ft

Underground Utilities and Site Access

We will contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located by the owner.

In the event that underground utility locations are not known, we can arrange for a vacuum truck to pothole at the boring locations. However, these services would constitute additional costs that are not included in this proposal.

Laboratory Testing and Engineering Report

Upon completion of our field exploration, laboratory tests will be conducted in order to evaluate the classification, strength, and volume change potential of the predominant subsurface materials observed in the borings. The results of the field operations and lab tests will be evaluated by a Texas Licensed Professional Engineer specializing in *geotechnical engineering* analysis. Engineering evaluation and recommendations will be limited to providing the following services:

1. Description of field operations and laboratory tests;
2. Description of subsurface materials and conditions including boring logs;
3. Short-term groundwater observations during drilling operations;
4. Geotechnical design criteria as follows:
 - Volume change estimates of expansive soils (Potential Vertical Rise)
 - Suitable foundation types and depths
 - Allowable bearing values
 - Fault identification (a fault is unlikely)
 - Geotechnical seismic criteria
5. Pavement thickness recommendations;
6. General earthwork and construction criteria including geotechnical material specifications.
7. Issue a draft report for review by the design team
8. Geotechnical review of construction documents. Also attend meetings and answer phone calls relative to the geotechnical recommendations.

Authorization

The services described in this proposal will be performed for a **lump sum cost of \$26,000**. This cost will not be exceeded without prior approval from the CLIENT. LANGERMAN ENGINEERING will perform only those services outlined above; however, CLIENT and LANGERMAN ENGINEERING may subsequently agree in writing to provide additional services rendered under this AGREEMENT for additional, negotiated compensation. The above cost also assumes easy truck access to the boring locations.

If this proposal is acceptable, please sign and date the attached PROFESSIONAL SERVICES AGREEMENT and return one set via email or fax for our files (or provide a purchase order that references this proposal). We look forward to working with you on this project. We are prepared to put the project on our drilling schedule with verbal approval of this contract pending a signature. Please call me if you have any questions.

Best Regards,

LANGERMAN ENGINEERING

Texas Registered Engineering Firm No. F-13144



James P. Langerman

Engineering Intern

Attachment: Professional Services Agreement

Professional Services Agreement

This Professional Services Agreement (hereafter termed AGREEMENT) is between Langerman Engineering, LLC (hereafter termed CONSULTANT) and the undersigned Company, or individual person if not a company (hereafter termed CLIENT). CLIENT employs CONSULTANT to provide engineering and related services in connection with the CLIENT's project, described as follows and hereinafter referred to as THE PROJECT.

Project Description:

Gatesville ISD Additions as described in LE Proposal No. GEO25-165, Dated 19 November 2025

Services shall be provided in general accordance with the accompanying proposal, which is part of this AGREEMENT.

1.0 SERVICES. CONSULTANT WILL:

- 1.1 Perform its professional services in a manner consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality of THE PROJECT site under the same or similar circumstances (hereinafter the "Standard of Care). Notwithstanding any clause in this AGREEMENT to the contrary, Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services.
- 1.2 Perform the proposed services under the general direction of a licensed Professional Engineer.
- 1.3 Provide written reports in electronic format only. Additional hardcopy reports may be provided upon request at negotiated cost.
- 1.4 Retain pertinent records relating to the services performed for five years following submission of the report, during which period the records can be made available upon request to CLIENT during normal office hours.
- 1.5 Be responsible for the safe conduct only of CONSULTANT's employees on the site, but not for the safe conduct or safety of any others.
- 1.6 Retain samples for a period of no longer than 30 days after issuing any document that includes the data obtained from the samples.
- 1.7 Contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located at the site and clearly marked by CLIENT. CONSULTANT can assist in providing names of private utility locaters that CLIENT can retain directly for these services. CONSULTANT will not be responsible for damages to any underground utilities that are not located and clearly marked at the site by CLIENT.

2.0 CLIENT'S RESPONSIBILITIES. CLIENT WILL:

- 2.1 Provide CONSULTANT full information regarding the project for the proper performance of CONSULTANT, including hardcopies or electronic copies of the most recent plans and specifications, addenda, change orders, and other such information.
- 2.2 Furnish right of entry onto THE PROJECT site for CONSULTANT or CONSULTANT'S representatives to provide CONSULTANT's services.
- 2.3 Inform the CONSULTANT of the presence or suspected presence of hazardous materials, agreeing to the conditions set forth in 7.1 through 7.4 herein.
- 2.4 Promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT's services, to help CONSULTANT take corrective measures that in CONSULTANT's opinion will help minimize the consequences of any such defect.
- 2.5 Use the research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, and others as published in the document Recommended Practice for Design Professionals Engages as Experts in the Resolution of Construction Industry Disputes to define the Standard of Care referenced in 1.1.
- 2.6 Be responsible for jobsite safety, except CONSULTANT shall be responsible for safety of CONSULTANT's employees.
- 2.7 Be responsible for all permits and approvals necessary for CONSULTANT'S services, unless CONSULTANT assumes this responsibility in the Proposal.

3.0 GENERAL CONDITIONS:

- 3.1 By the performance of the herein described services, CONSULTANT does not in any way assume, change, or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or other design agencies or authorities.
- 3.2 CONSULTANT is not responsible for acts or omissions of other parties involved in THE PROJECT or the failure of any contractor or subcontractor to construct any item of THE PROJECT in accordance with the CONSULTANT's recommendations.
- 3.3 This AGREEMENT may be terminated by either party upon receipt of written notice by the other party or by mutual agreement. CONSULTANT shall be paid in full for services performed to the termination date, including services required to properly terminate CONSULTANT's project involvement. CLIENT can be provided, upon request and for appropriate compensation, a report of services completed prior to termination.
- 3.4 Neither CLIENT nor CONSULTANT may transfer duties or interest in the AGREEMENT without the written consent of the other party.
- 3.5 If during the course of the performance of this AGREEMENT, conditions or circumstances are discovered, which were not contemplated by CONSULTANT at the commencement of this AGREEMENT, CONSULTANT shall notify CLIENT of the newly discovered conditions or circumstances and CLIENT and CONSULTANT shall renegotiate, in good faith, the terms and conditions of this AGREEMENT. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, CONSULTANT may terminate this AGREEMENT and CONSULTANT shall be paid for its services through the date of termination.
- 3.6 Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control, such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of legislative, administrative, or judicial entity; acts of CLIENT'S separate contractors and consultants; wars; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

4.0 CONSIDERATIONS FOR GEOTECHNICAL ENGINEERING SERVICES:

- 4.1 CLIENT shall provide CONSULTANT full information regarding the structure(s) to be constructed on THE PROJECT site, magnitudes and configurations of foundation loads, permissible settlements, planned cuts and fills, proximity to adjacent structures, and other information for the proper performance of CONSULTANT.
- 4.2 Be aware that heavy equipment will likely be used to conduct the field operations and that such equipment use generally results in some alteration of existing conditions. CLIENT agrees to hold harmless CONSULTANT for such alteration. CONSULTANT will attempt to limit such alteration but will not restore the site to its original condition unless a separate agreement is made for such restoration at additional cost prior to such alteration.
- 4.3 CLIENT shall be responsible for locating buried utilities and other man-made objects, furnishing CONSULTANT with this information, approving the subsurface penetration locations with respect to such information, and for the consequences of such being damaged during CONSULTANT's subsurface investigations whenever the location of the damaged structures was not identified with sufficient accuracy for the CONSULTANT. Further, CLIENT agrees to protect and defend CONSULTANT from any claim or liability arising from such damage, including compensating CONSULTANT for time and expenses incurred in defense of such claim. Although CONSULTANT shall notify authorities as required by law before penetrating the ground to reduce the chance of encountering manmade objects below ground, and shall penetrate the ground only at locations indicated by others as free of man-made objects, subsurface objects may still be encountered and even damaged.
- 4.4 CLIENT understands that the education, experience, expertise, and capabilities of those who provide geotechnical engineering services and those who provide geo-environmental services differ significantly. Those involved with a geotechnical engineering project may not notice indications of environmental concerns, and if they do, they may not report them. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT'S alleged failure to report or report fully on environmental issues in instruments of geotechnical services. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT'S prevailing fee schedule and expense reimbursement procedures. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.
- 4.5 CLIENT shall pay CONSULTANTS invoices for Professional Services as set out in Section 8.0 PAYMENT.

5.0 INSURANCE AND LIMITATION OF LIABILITY:

- 5.1 CONSULTANT shall have insurance to protect CONSULTANT for claims against CONSULTANT for accidental bodily injury, death or property damage as may arise from the performance of services under this AGREEMENT. CONSULTANT will provide proof of such insurance to CLIENT upon CLIENT's request.
- 5.2 To the fullest extent permitted by law, the total liability of CONSULTANT arising out of or related to this AGREEMENT, whether based in contract or tort, shall be limited to \$50,000 or the amount of compensation received for services, whichever is greater. This limitation of liability shall apply to any and all claims, no matter how plead, including but not limited to, claims for errors, omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of services performed under this AGREEMENT. Greater amounts of coverage can be provided at additional cost to be negotiated with the CLIENT and agreed to in writing. CLIENT agrees this limitation of liability extends to those individuals and organizations CONSULTANT retains for execution of its services, including CONSULTANT's officers, employees, their heirs and assigns, agents, subconsultants, and subcontractors.
- 5.3 CLIENT agrees that any claim for damages filed against CONSULTANT will be filed solely against CONSULTANT or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.
- 5.4 Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, nor consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party.

6.0 CONFIDENTIALITY:

- 6.1 All reports and/or information derived as part of CONSULTANT's services are and shall remain the property of the CONSULTANT.
- 6.2 The CONSULTANT agrees to consider all reports confidential and will distribute reports only to those persons or entities so directed by the CLIENT with the exceptions noted in Article 6.3 and 6.4.
- 6.3 Any information derived as part of CONSULTANT's services may be released to government authorities when a public safety hazard is perceived to exist, when required by law, and to the necessary parties when CONSULTANT must protect itself from civil claims.
- 6.4 Information obtained from CONSULTANT's services may be used by CONSULTANT for technical studies and presentations intended to advance the art and science of engineering, while preserving CLIENT confidentiality.
- 6.5 The CONSULTANT's reports, findings, and recommendations are for the CLIENT'S sole use and shall not be transferred or sold to others without the knowledge and consent of the CONSULTANT.

7.0 UNANTICIPATED HAZARDOUS MATERIALS AND CONDITIONS:

- 7.1 The CLIENT understands that hazardous materials or conditions on or beneath the surface of a site create extraordinary risks for CONSULTANT including the need for precautions to protect the health and safety of its personnel and to comply with applicable laws and regulations.
- 7.2 CLIENT agrees that the notification to CONSULTANT of known or the discovery by CONSULTANT of unanticipated, hazardous materials or conditions constitutes a changed condition mandating a renegotiation of the scope of work for THE PROJECT or termination of services.
- 7.3 The discovery of unanticipated hazardous materials or conditions may result in a significant reduction of the CLIENT's property value or the OWNER's value if THE PROJECT site is owned by others. Since the CONSULTANT is in no way responsible for the presence of these unanticipated materials or conditions, CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury, loss, or damages arising from the referenced discovery.
- 7.4 CLIENT agrees to pay CONSULTANT for costs incurred by CONSULTANT related to encountering unanticipated hazardous materials and conditions.

8.0 PAYMENT:

- 8.1 Invoices will be provided in electronic format based on the proposal and/or attached fee schedule. Invoices will be presented at the project completion or monthly and are due in full upon receipt. Invoices are past due net 15 days. CONSULTANT shall be notified within 15 days of receiving an invoice if CLIENT disputes the invoice, but CLIENT shall pay the portion of the invoice that is not in dispute within the usual time frame. CLIENT agrees to pay CONSULTANT late charges of one and one-half (1½) percent per month, or up to the legal limit if less, on the unpaid balance.
- 8.2 CLIENT agrees that invoices will be paid without requiring any other signings, documents, or representations except for the reports stated in Article 1.3, unless agreed to in writing prior to CONSULTANT providing services.

8.3 CLIENT agrees to pay CONSULTANT regardless of whether CLIENT is expecting, has received, or has not received payment from others for the Project.

9.0 EXTENT OF AGREEMENT AND APPLICABLE LAW:


- 9.1 **The LE Proposal No. GEO25-165, Dated 19 November 2025** and this AGREEMENT, including all terms and conditions, represents the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, written or oral. The AGREEMENT may be amended only by written instrument signed by CLIENT and CONSULTANT.
- 9.2 The AGREEMENT shall be governed by the laws of the State of Texas. Any disputes arising from this agreement shall be performed in McLennan County, Texas and the CLIENT agrees to waive the right to sue elsewhere.
- 9.3 If any part of this AGREEMENT is deemed invalid in a court of law or otherwise, all remaining parts shall remain in force.
- 9.4 Unless previously accepted in writing, this AGREEMENT is withdrawn automatically on the 30th day after issue, but may be accepted thereafter by CONSULTANT at its discretion.

This AGREEMENT is entered into by the undersigned on behalf of the company noted, or in the case of a CLIENT who is an individual, then by the signature of that individual. When signing for a company, the person signing below attests that they are authorized to act on behalf of that Company.

PROJECT: GATESVILLE ISD ADDITIONS

Client Representative Name and Phone:	
Barrett Pollard, Ed. D	Phone: 254/865-7251
Signature:	Date:
Title: Superintendent	
Client Company Name (full legal name): Gatesville Independent School District	
Email Address for Receiving Reports, Invoices, and other Communications: BPollard@GatesvilleISD.org	
Physical Address: 311 South Lovers Lane, Gatesville, Texas 76528	

CONSULTANT: LANGERMAN ENGINEERING, LLC

Printed Name: Scott Langerman, P.E.	
Signature: 	Date: 19 November 2025
Title: Principal	