



PROFESSIONAL SERVICES CONTRACT GLO Contract No. 16-300-000-9842

THE GENERAL LAND OFFICE (the "GLO") and TERRACON CONSULTANTS, INC., Tax Identification Number 42-1249917 ("Provider"), each a "Party" and collectively "the Parties," enter into the following contract for professional services (the "Contract") pursuant to Tex. Nat. Res. Code Chapter 31.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Administrative and Audit Regulations" means the statutes and regulations included in Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. State agencies and/or designee's with the authority to audit and inspect include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference.

"Deliverables" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles."

"GASB" means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the statements in **Attachment A**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“[GLO](#)” means the Texas General Land Office, its officers, employees, and designees.

“[HSP](#)” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“[Mentor Protégé](#)” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“[Project](#)” means the professional services, described in **SECTION 1.03** of this Contract.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Provider](#)” means **TERRACON CONSULTANTS, INC.** selected to accomplish the Project under this Contract.

“[Public Information Act](#)” means Chapter 552 of the Texas Government Code.

“[State of Texas TexTravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontractor](#)” means an individual or business that signs a contract, or enters into an agreement with Provider, to perform part or all of the obligations of Provider under this Contract.

“[Work](#)” means all services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this Contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C.

1.03 PROJECT

Provider shall perform, or cause to be performed, construction materials testing for the Alamo Research Center canopy project in downtown San Antonio, Bexar County, Texas (the “Project”). The Project is more particularly described in Provider’s Proposal dated February 26, 2016, attached hereto and incorporated herein in its entirety for all purposes as **Attachment B**. The Project shall be

performed in accordance with this Contract, all Attachments, and Provider's Proposal.

1.04 REPORTING REQUIREMENTS

Provider shall timely submit all reports and documentation that are required under this Contract directly to GLO Project Manager, Kim Barker at Kim.Barker@glo.texas.gov in the manner and form specified by the GLO.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date executed by the last Party and shall terminate on the earlier of i) August 31, 2016, or ii) Upon completion of the Project, in its entirety, to the satisfaction of the GLO. The GLO, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

Notwithstanding the effective date of this Contract, no charges may be incurred and no work may begin prior to the date on the GLO Project Managers written Notice to Proceed (“NTP”). The NTP may be delivered by electronic mail or facsimile transmission, with a copy to the GLO Legal Services Division.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease Work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If Provider defaults on this Contract, the GLO reserves the right to cancel the Contract without notice and re-award the Contract to the next best responsive and responsible respondent. The defaulting provider will not be considered in any re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated in accordance with Provider's Proposal in **Attachment B**, in an amount not to exceed **ONE THOUSAND, NINE HUNDRED FIFTEEN DOLLARS (\$1,915.00)**.

Travel included in the Scope of Services must adhere to the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct¹ expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the GLO; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Project Manager using the GLO Travel Office approved form.

Requests for payment must:

- (a) be submitted to vendorinvoices@glo.texas.gov; with a copy to the GLO Project Manager at Kim.Barker@glo.texas.gov; and
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display "GLO Contract No. 16-300-000-9842"**

Failure to submit requests for payment as instructed may significantly delay payment under the Contract.

Payments to Provider are subject to the Prompt Pay Act.

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¹ Certain other incidental direct expenses, including, but not limited to, copying, telephone, data, and express mail services may be reimbursed upon specific approval by the GLO, at rates determined by the GLO.

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider warrants that all Work performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider warrants that all Deliverables under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to complete Deliverables timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

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V. STATE FUNDING

5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

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VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP

The GLO shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all tangible Work.

6.02 INTELLECTUAL PROPERTY

- (a) All Work performed pursuant to this Contract is made the exclusive property of the GLO. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the GLO upon creation and shall be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- (b) To the extent that title to any such Intellectual Property may not by law vest in the GLO, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the GLO. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- (c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

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VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

Pursuant to Texas Gov't Code Chapter 2262, Provider agrees that all relevant records related to this Contract, including the records of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Provider understands that acceptance of state funds under this Contract, directly or indirectly as a subcontractor, acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Accordingly, such records shall be subject at any time to inspection, investigation, examination, audit, and copying at any location where such records may be found, with or without notice from the GLO or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, investigation, examination, audit, and copying, including providing all relevant records and information requested.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years, or as required by federal regulations applicable to the Project, if any. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning Work under this Contract without the prior written consent of the GLO.

7.05 PUBLIC RECORDS

Pursuant to Texas Gov't Code Chapter 2261, Provider agrees this Contract, including Provider's response to the solicitation and/or proposal(s) submitted prior to this contract award, shall be posted to the GLO's website. Additional information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the GLO for releasing such information without prior notice to Provider. . . Provider shall notify GLO's General Counsel within twenty-four hours of receipt of any third party written requests for information, and forward a copy of said written requests to PIALegal@glo.texas.gov. If request was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire, for the duration of this Contract, insurance and with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry. Provider may be requested to submit evidence of insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must produce renewal certificates for each type of coverage.

8.02 Taxes/Workers’ Compensation/Unemployment Insurance

1.) PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE GLO SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE GLO NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE

FROM THE GLO. PROVIDER AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE GENERAL LAND OFFICE AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- **ANY NEGLIGENT ACTS OR OMISSIONS OF PROVIDER, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROVIDER, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF PROVIDER, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY PROVIDER, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROVIDER, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF PROVIDER, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.**

PROVIDER SHALL COORDINATE ITS DEFENSE WITH THE GENERAL LAND OFFICE AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE PROVIDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE GENERAL LAND OFFICE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE GROSS NEGLIGENCE OF THE GENERAL LAND OFFICE OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding

this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the Work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to perform services related to the Project.

8.06 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

In accordance with State law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the agency. The GLO encourages those Parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. The GLO encourages the Parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

8.07 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other Party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.08 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.09 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Office of General Counsel

Provider

Terracon Consultants, Inc.
6911 Blanco Road
San Antonio, TX 78216
Attention: Chuck A. Gregory

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other Party, this Contract shall be null and void.

8.16 PROPER AUTHORITY

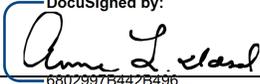
Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 16-300-000-9842

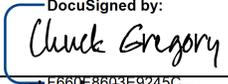
GENERAL LAND OFFICE

TERRACON CONSULTANTS, INC.

DocuSigned by:


Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

Date of execution: 3/12/2016

DocuSigned by:


Name: Chuck Gregory
Title: Sr Principal

Date of execution: 3/11/2016

PM 

Div 

AGC 

GC 

ATTACHMENTS TO GLO CONTRACT NO. 16-300-000-9842:

ATTACHMENT A – GENERAL AFFIRMATIONS

ATTACHMENT B – PROVIDER’S PROPOSAL DATED FEBRUARY 26, 2016

ATTACHMENTS FOLLOW

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, Provider certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security Numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Provider certifies by signing this Attachment that: (a) the entity executing this Contract; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to the work herein described are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as Pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.
5. In addition, Provider certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that the participants named in items 4(a) through 4(d) above are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Provider may review in making this certification. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.
6. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
7. Provider certifies that it is in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Provider: _____

Date of Employment with Provider: _____

- 8. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
- 9. Provider understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor’s Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.
- 10. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee’s last date of employment at the GLO.
- 11. Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Provider shall include the above provisions in all subcontracts pertaining to the work.
- 12. Provider understands that the GLO does not tolerate any type of fraud. The GLO’s policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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Reference Number:

**AUTHORIZATION TO PROCEED
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES**

This **AUTHORIZATION TO PROCEED** ("Authorization") is between Texas General Land Office ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Alamo Research Center Canopy Project.

Scope of Services. The scope of Consultant's services is set forth below ("Services"). If frequency of testing is not specified below, it shall be as requested by Client; Scheduling will be done by Client or contractor if Client so designates. Consultant will not be responsible for tests not performed due to a failure to schedule Consultant's services or any resulting effect on construction.

To provide construction materials testing services on an as requested basis to the project located at East Houston Street and Alamo Plaza in San Antonio, Texas.

Compensation. Unless different rates are specified below, all charges will be billed on a time and materials basis pursuant to Consultant's Standard Fee Schedule. The construction schedule, weather conditions, construction workmanship, etc. will determine the actual cost of Consultant's Services. If the actual quantities exceed any estimated quantities at the request of the Client or its designated contractor, additional fees will be billed in accordance with the fee schedule below.

In accordance with the attached fee schedule and cost estimate.

TERMS AND CONDITIONS

- 1. Testing and Observations.** Client understands that testing, inspection, 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. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client 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 Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing, inspection, and observation services shall not relieve Client's 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 Client's contractor or its subcontractors and is not responsible for their means and methods.
- 2. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

By signing this Authorization or ordering the commencement of Services you are affirming that you are authorized to bind Client to the Terms and Conditions of this Authorization and have read and accepted the Terms and Conditions, including restrictions and limitations, as set forth on this page and the subsequent page of Additional Terms and Conditions.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **2/26/2016**
 Name/Title: **Gerald W Nelson / Project Manager I-
Professional**
 Address: **6911 Blanco Rd
San Antonio, TX 78216-6164**
 Phone: **(210) 641-2112** Fax: **(210) 558-7894**
 Email: **Gerald.Nelson@terracon.com**

Client: **Texas General Land Office**
 By: _____ Date: _____
 Name/Title: **Kim Barker**
 Address: **P.O. Box 12873
Austin, Texas 78711-2873**
 Phone: **(512) 936-1930** Fax: _____
 Email: **kim.barker@glo.texas.gov**

ADDITIONAL TERMS AND CONDITIONS

- 3. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$10,000, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 4. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 5. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of Authorization, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 6. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 7. Third Party Reliance.** This Authorization and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 8. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 9. Choice of Law.** This Authorization shall be governed by and construed according to Kansas law.
- 10. Subsurface Explorations.** Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client 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.
- 11. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
- 12. Utilities.** Consultant shall utilize a utility locating service for public utilities. Client 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.
- 13. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
- 14. Termination.** Either party may terminate this Authorization or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 15. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance state, and employer's liability (\$1,000,000); (ii) commercial general liability (\$1,000,000 occ/ \$2,000,000 agg); (iii) automobile liability (\$1,000,000 B.I. and P.D. combined single limit); excess liability (\$5,000,000 occ/ agg); and (iv) professional liability (\$1,000,000 claim / agg). Client and Consultant shall waive subrogation against the other party on general liability. Client is additional insured with respect to general and auto liability.

EXHIBIT C
COST ESTIMATE FOR
CONSTRUCTION MATERIALS TESTING SERVICES
 Alamo Research Center Canopy

Concrete Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Engineering Technician, Regular Hours	9	Hour	\$ 40.00	\$ 360.00
Engineering Technician, Overtime Hours	0	Hour	\$ 60.00	\$ -
Concrete Cylinders, (ASTM C31 & C39)	15	Each	\$ 15.00	\$ 225.00
Vehicle Trip Charge	6	Per Trip	\$ 30.00	\$ 180.00
Cylinder Pick-Up	9	Hour	\$ 40.00	\$ 360.00
Subtotal, Concrete				\$ 1,125.00

This estimate is based on 3 trips for concrete observation and testing. This estimate also includes 3 trips to the project site to pick up concrete test cylinders cast the previous day.

Masonry Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Masonry Prisms (ASTM C1314)	0	Each	\$ 250.00	\$ -
Mortar Cube (ASTM C780 & C109)	3	Each	\$ 10.00	\$ 30.00
Grout Prisms (ASTM C1019)	0	Each	\$ 35.00	\$ -
Masonry Technician, Regular Rate	6	Hour	\$ 40.00	\$ 240.00
Masonry Technician, Overtime Rate	0	Hour	\$ 60.00	\$ -
Vehicle Trip Charge	2	Per Trip	\$ 40.00	\$ 80.00
Subtotal, Masonry				\$ 350.00

V. Project Management	4	Hour	\$ 90.00	\$ 360.00
V. Clerical/Reports	2	Hour	\$ 40.00	\$ 80.00

ESTIMATE TOTAL				\$ 1,915.00
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**EXHIBIT C - SCHEDULE OF FEES
 for
 CONSTRUCTION MATERIALS ENGINEERING
 and
 RELATED TESTING AND INSPECTION SERVICES**

Construction Materials Testing and Observation Field Services

Engineering Technician to Perform the Following Services/Tests:

Pick-up concrete test specimens or sampling materials, per hour	\$40.00
Concrete field monitoring & molding of cylinders, slump, air content, & temperature measurements, per hour	\$40.00
Concrete or asphalt coring, per hour	\$45.00
plus bit wear (length times diameter), per inch diameter	\$1.00
plus generator, per day	\$75.00
plus core rig and equipment, per day	\$75.00
plus patching of holes, each	\$15.00
saw cut (square inch)	\$.50
In-place nuclear moisture-density testing, per hour	\$40.00
In-place nuclear moisture density tests, each	\$15.00
In-place nuclear moisture-density gauge, per trip	\$50.00
Field soil stabilization (lime or cement) per hour	\$45.00
Reinforcing steel inspection, per hour	\$40.00

Senior Engineering Technician to Perform the Following Services/Tests:

Full time earthwork observation, per hour	\$45.00
Foundation installation observation, per hour	\$45.00
Concrete and asphalt batch plant inspection, per hour	\$65.00
Windsor probe or Swiss hammer testing, per hour	\$65.00
plus Windsor probe or Schmidt hammer, per day	\$75.00
plus Windsor probe shots, each	cost + 15%

Steel and Welding Inspection: (minimum 4 hour charge)

Visual field welding inspection and welder qualification, per hour	\$85.00
Certified NDE inspector (Dye Penetrant/magnetic particle), per hour	\$85.00

Transportation Charges (Applied In Addition to all Personnel Hourly Rates):

Vehicle trip charge (3 hours or less)	\$30.00
Vehicle charge (full day over 3 hours)	\$50.00
Trips to locations other than job site or job sites over 40 miles, per mile	\$0.75

A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection and testing services. Work scheduled with less than 24 hours notice will be serviced subject to available personnel.

Construction Materials Laboratory Testing Services

(The prices for tests in this section are based per sample or per test basis.)

Particle size analysis:

Sieve analysis up to 200 sieve:	
Dry, each (5 sieve maximum)	\$50.00
Washed, each (5 sieve maximum)	\$75.00
Percent finer than 200 sieve	
(washed, soil only), each	\$75.00
Atterberg limits	\$75.00
Compression testing of concrete cylinders, each (4X8)	\$10.00
Compression testing of concrete cylinders, each (6X12)	\$15.00
Flexural testing of concrete beams, each	\$25.00
Curing, capping and compressive strength testing of concrete cores, each	\$35.00
Moisture-density relationship, Proctor:	
Soil (ASTM D-698), each (4" mold)	\$200.00



Soil (ASTM D 1557), each (4" mold).....	\$200.00
Soil with gravel, base materials (6" mold) or THD, each	\$250.00
Soil, base material with admixtures (6" mold), each	\$250.00
Testing of bituminous materials:	
Mixing and molding of specimens (set of 3).....	\$100.00
Molding specimens only (set of 3)	\$100.00
Specific gravity (set of 3).....	\$100.00
Stability (set of 3)	\$100.00
Extraction/Gradation	\$200.00
Index of retained stability (C.O.E.), each	\$150.00
Maximum theoretical specific gravity	\$100.00
Preparation of samples/materials will be charged for all laboratory tests, when applicable, on an hourly basis	\$42.00

Engineering and Support Staff

Personnel:	Rate, Hour
Draftsperson/Clerical	\$40.00
Engineering Technician	\$40.00
Senior Engineering Technician	\$45.00
Laboratory/Field Supervisor.....	\$65.00
Certified Steel/Welding Inspector.....	\$85.00
Staff Engineer/CMT Project Manager	\$90.00
CME Manager,	\$110.00
Senior Project Manager/Senior Engineer, P.E.....	\$120.00
Consultant, Client Representative, Project Principal, P.E.	\$125.00

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and all day Saturday. Hours worked on Sunday, or holidays will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum three (3)-hour charge will be invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless other wise noted on the attached Table 1. Hours will be rounded up to the next whole number.

Out-of-town subsistence and travel expenses incurred by an employee in connection with the project will be invoiced at cost plus 15 percent or at a Per Diem rate of \$125.00 per day per individual. Use of company vehicles will be charged on the basis of \$0.75 per mile.

General Information

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses. Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.

Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.

Invoices will be submitted monthly for work in progress and are due and payable 30 days from invoice date. Interest will be charged at the rate of 1.5 percent per month for late payments. Information and corresponding fees for special services and testing not presented herein will be furnished upon request.