



RESOLUTION NO. 20180925-13

RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL GEO TECHNICAL SERVICES TO Ettl ENGINEERS AND CONSULTANTS

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Ettl Engineers and Consultants has the necessary experience and expertise to provide construction materials testing and geotechnical engineering services to TexAmericas Center regarding relevant services; and

WHEREAS, TexAmericas Center has determined this firm to be qualified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a professional service contract with Ettl Engineers and Consultants to provide geo technical services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED AND APPROVED THIS 25th day of September, 2018.



Boyd Sartin, Chairman of the Board

ATTEST:



Ben King, Secretary

Attached: FY19 Professional Services Agreement



**PROFESSIONAL SERVICES AGREEMENT
(Engineer)**

This Agreement between TexAmericas Center (hereinafter referred to as "Client") and Ettl Engineers & Consultants, Inc. (hereinafter referred to as "Engineer") is effective as of the 1st day of October, 2018. The parties agree as follows:

WHEREAS, the Client desires to engage ENGINEER to provide general civil engineering and land surveying services; and

WHEREAS, ENGINEER desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage ENGINEER, and ENGINEER hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services shall be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by ENGINEER. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order.

Section 2. Client's Responsibilities. The Client agrees to provide ENGINEER with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services as well as right of entry for ENGINEER's personnel and all necessary equipment to the site(s). The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized work orders.

Section 3. Standard of Care and Warranty. ENGINEER agrees that its Services will be performed with that level of professional care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE.** ENGINEER will not be responsible for the interpretation or use by persons or entities other than Client of data developed by ENGINEER.

Section 4. Safety. ENGINEER is responsible for the safety on site of its own employees. This provision shall not be construed to relieve Client or any of its vendors, or other contractors from their responsibility for maintaining a safe worksite. Neither the professional services of ENGINEER, nor the presence of ENGINEER's employees and subcontractors shall be construed to imply ENGINEER has any responsibility for any activities on site performed by personnel other than ENGINEER's employees or subcontractors.

Section 5. Time of Performance. ENGINEER agrees to perform the Services within schedules as set forth in authorized work orders. ENGINEER shall not be responsible for delays in the work caused by Client or its agents, consultants, or contractors. Standby or non-productive time for

delays in our work caused by Client will be charged as work time unless provided for as a separate item in the work order.

Section 6. Compensation. For ENGINEER's performance and completion of all services, Client shall compensate as specified in authorized work orders. Such rates include labor, overhead, expenses, and profit.

Section 7. Payment. ENGINEER shall invoice Client for Services performed on a monthly basis. Each invoice is due on presentation, is payable in the Bowie County, Texas, and is past due thirty (30) days from invoice date. Client agrees to pay interest equal to one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year, or the next day thereafter if July 1 falls on a Saturday or Sunday. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses. If requested by the Client, documentation will be provided by ENGINEER at the cost of providing such documentation including labor and copying costs. Any attorneys' fees, court costs, collection fees or other costs incurred in collecting any uncontested delinquent amounts shall be paid by Client.

Payment of the fees provided for in this Contract are subject to the availability of annual appropriations by the Client, which is a political subdivision of the State of Texas. Client shall use its best efforts to obtain and appropriate funds for payment of the sums due ENGINEER under this Agreement.

Section 8. Notices. Communications from the Client shall be to ENGINEER's designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing. Communications from ENGINEER to Client shall be to Client's Executive Director.

Section 9. Cost Estimates. All cost estimates provided in association with services, either prior to accomplishment or during same, are based on a scope of services provided with same. It is expressly understood by Client and ENGINEER that any change to said scope of services, may directly impact the cost of same. In the event that significant changes in scope are requested by Client, ENGINEER shall notify Client in writing of the potential increase in costs associated with same and provide additional work orders as needed to address same.

Section 10. Confidentiality. ENGINEER shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to ENGINEER in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of ENGINEER, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 11. Independent Contractor. ENGINEER's relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by ENGINEER shall at all times be under its exclusive direction and control, and the Client shall not exercise control over ENGINEER except insofar as may be necessary to ensure

performance and compliance with this Agreement.

Section 12. Insurance. ENGINEER agrees to purchase and maintain at its own expense the following insurance in amounts not less than specified herein:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE AMOUNTS</u>
Worker's Compensation Insurance	statutory
Employer Liability Insurance	\$1,000,000.00
General Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Automobile Liability Insurance	\$1,000,000.00 per occurrence/per aggregate
Professional Liability Insurance	\$1,000,000.00 per occurrence/per aggregate

Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, ENGINEER agrees to reimburse the Client for any damages sustained by the client which are covered by ENGINEER's insurance to the extent of the limitations and exclusions contained within said insurance policies.

Client agrees to purchase and maintain at its own expense, general liability insurance in an amount necessary to provide coverage for sums up to the limit of Client's liability under the Texas Tort Claims Act.

Section 13. Indemnification. ENGINEER shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of Client) arising out of (i) ENGINEER's negligence or (ii) ENGINEER's breach of any obligation or responsibility imposed on it by the provisions of this Agreement, subject to the limitations and exclusions contained herein in Sections 12.

Section 14. Provided ENGINEER has been paid for its services, Client shall have the right to use the documents, photographs, drawings and specifications resulting from ENGINEER'S services. Reuse of any such materials by Client on any other project without the written authorization of ENGINEER shall be at Client's sole risk. ENGINEER shall have the right to retain copies of all such information and materials.

Section 15. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, court costs, attorney's fees, and other claim-related expenses.

Section 16. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, ENGINEER shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 17. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 18. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas. Venue for any litigation arising out of this Agreement shall be in the District Court of Bowie County, Texas.

Section 19. Successors and Assignments. The Client and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; provided, however, neither party may assign this agreement or its duties and obligations hereunder without the prior written consent of the other party.

Section 20. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement, including work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound. This Agreement is effective as of the date referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the date shown below.

TEXAMERICAS CENTER

By: 

Title: Executive Director/CEO

Date: 9/25/18

ETTL ENGINEERS & CONSULTANTS, INC.

By: 

Title: CFO

Date: 9/10/18

**ETTL CONSTRUCTION MATERIALS TESTING SCHEDULE OF CHARGES FOR
LABORATORY AND FIELD SERVICES SOILS AND BASE MATERIALS**
August 2018

Field Compaction Testing and Inspection

Technician Time for inspection during the placement of select fill and/or base materials. Portal to portal (2hr Minimum).	\$ 48.00/Hour
Technician Time Drill Pier Inspection or Auger Cast Piles. Portal to portal (2hr Minimum).	\$ 48.00/Hour
Perform in-place moisture-density tests:	
Nuclear Equipment Method – C002	\$ 15.00/Each
Cone Penetrometer – C141	\$ 25.00/Each
Pulverization - Gradation of lime-treated soil per TxDOT Item 260 - C005	\$ 25.00/Each
Sampling soils or aggregates from stockpile, borrow pit or project site	2 hour Minimum
<u>Laboratory Tests</u>	
Atterberg Liquid Limit, Plastic Limit, and Plasticity Index Determinations (Single Point) – C007	\$ 45.00/Each
Atterberg Liquid Limit, Plastic Limit, and Plasticity Index Determinations (Three Points)	\$ 85.00/Each
Moisture Content, Laboratory Measured – C009	\$ 10.00/Each
Bar Linear Shrinkage – C011	\$ 30.00/Each
Base Depth Checks – C138	\$ 10.00/Each
Sieve Analysis, Slaked and Washed: Soils and/or Base Material through No. 40 Sieve – C012	\$ 65.00/Each
Hydrometer Analysis (ASTM D422) – C014	\$ 200.00/Each
Double Hydrometer Analysis	\$ 325.00/Each
Flexible Wall Permeability (ASTM D5084) – C023	\$ 250.00/Each
Constant Head Permeability (ASTM D2434) – C040	\$ 250.00/Each
Percent Passing No. 200 Sieve by Decantation - C015	\$ 30.00/Each
Preparation of Sample for Testing – C016H	\$ 48.00/Hour
Absorption – C061	\$ 35.00/Each
Specific Gravity – C018	\$ 55.00/Each

**Establish Optimum Moisture-Density Relationship (Proctor),
Soils or Soils and Aggregates:**

**Standard Effort
ASTM D 698 or AASHTO T-99 – C019** \$ 150.00/Each

**Modified Effort
ASTM D 1557, CE-55 or AASHTO T-180 – C020** \$ 170.00/Each

**Texas State Department of Highways and Public
Transportation (Tex 113-E) – C021** \$ 285.00/Each

**Texas State Department of Highways and Public
Transportation (Tex 114-E) – C026** \$ 195.00/Each

California Bearing Ratio (CBR), including molding:

**Laboratory Tested Soils and Aggregates,
per specimen (Minimum of 3 points) – C027** \$ 165.00/Point

Field in-place CBR By Quote

**Texas State Department of Highways and Public Transportation
Triaxial Test Series (Tex 117-E), Part 2 - C030** \$1,950.00/Each

Los Angeles Abrasion – C031 \$ 195.00/Each

**Texas State Department of Highways and Public
Transportation Wet Ball Mill (Tex 116-E) - C032** \$ 195.00/Each

Sample Prep. (processing or crushing soils or base) - C016H \$ 48.00/Hour

Strength and Durability of Cement Stabilized Soil:

Molding Specimens for Compression – C093 \$ 45.00/Each
Curing and Testing of Compression Specimens \$ 30.00/Each

**Wet-Dry Test, ASTM D 559 or AASHTO T-135,
per specimen** By Quote

**Freeze-Thaw Test, ASTM D 560
or AASHTO T-136, per specimen** By Quote

Soil PH (TxDOT Method Tex-128-E) \$ 50.00/Each

Soil Sulfate Contents (TxDOT Method Tex-145-E) \$ 100.00/Each

Laboratory and Inspection Personnel

Personnel	
Principal Engineer	\$165.00/Hour
Project Engineer	\$145.00/Hour
Project Manager	\$ 85.00/Hour
Technician - Regular Time	\$ 48.00/Hour
Technician - Overtime	\$ 72.00/Hour
TxDOT Certified Technician	\$ 58.00/Hour
TxDOT Certified Technician – Overtime	\$ 85.00/Hour
Copy/Report Reproduction Services	\$ 40.00/Hour
Drafting	\$ 60.00/Hour
Per Diem (Food & Lodging not to exceed)	\$145.00/Day
Mileage: Round Trip (Pick Up Truck Only) No mileage charge for projects within the city limits of our office)	\$ 0.65/mile

Note: 0.1 of one hour Project Engineer will be invoiced for report review.

Note: Any Technician time incurred before 7:00 am and after 5:00 pm,
weekends or in excess of 8 hours in a day will be invoiced at overtime rate
(as shown above).

**ETTL CONSTRUCTION MATERIALS TESTING SCHEDULE OF CHARGES FOR
LABORATORY AND FIELD SERVICES CONCRETE & MASONRY MATERIALS**

August 2016

Mix Inspection

Technician Time for inspection at point of placement. Includes casting of cylinders, cubes or specimens. Portal to portal (2hr Minimum)	\$ 48.00/Hour
Temperature of concrete	No charge
Slump test	No charge
ACI Concrete Construction Special Inspector	\$95.00/Hour
Air Content of fresh concrete when making cylinders or beams – C048D	\$ 30.00/Day
Unit weight of fresh concrete when making cylinders or beams – C048D	\$ 30.00/Day
Site Curing of Concrete Samples for Initial Field Cure Per ACI & ASTM (if needed)	\$1,500.00/Unit

Concrete Compressive Test Cylinders & Flexural Strength Test Beams

Cylinders

Testing cylinders made in connection with concrete mix inspection – C049	\$ 17.00/Each
Testing cylinders made by others and received f.o.b. Laboratory - C050	\$ 19.00/Each
Picking up and transporting cylinders	2 hr min.
"Hold" or "Spare" cylinders processed but not tested	At Above Applicable Rate

Beams

Testing beams made in connection with concrete mix inspection - C057	\$ 30.00/Each
"Hold" or "Spare" beams processed but not tested - C057	\$ 30.00/Each

Provide confirmatory mix design using aggregates with previously determined physical properties, including 6 confirmatory cylinders or 3 confirmatory beams – C055 \$ 555.00/Each

Provide mix design using aggregates with new physical properties, including 6 confirmatory cylinders or 3 confirmatory beams \$ 685.00/Each

Laboratory Tests of Aggregates

Sieve Analysis (Dry Method) – C058 \$ 50.00/Each

Sieve Analysis (Washed Method) – C059 \$ 65.00/Each

Specific Gravity – C018 \$ 55.00/Each

Unit Weight – C048 \$ 30.00/Each

Absorption – C061 \$ 35.00/Each

Sand Equivalency \$100.00/Each

Percent finer than 200 sieve (decantation) – C015 \$ 30.00/Each

Organic impurities in sand – C062 \$ 45.00/Each

Deleterious Materials \$ 45.00/Each

Clay lumps and friable particle count – C064 \$ 45.00/Each

Lightweight pieces count – C065 \$ 45.00/Each

Flat or elongated particles count – C066 \$ 45.00/Each

Moisture content, laboratory measured – C009 \$ 6.00/Each

Los Angeles abrasion wear test – C031 \$ 185.00/Each

Sulfate Soundness Test:
Five Cycles – C067 \$ 575.00/Each
Each Additional Cycle – C068 \$ 85.00/Each

Crushing and Special Preparation of sample for Los Angeles abrasion wear test and/or Sulfate Soundness Test, if required \$ 48.00/Hour

Concrete Moisture – Vapor Emissions Test
and PH (Plus Tech Time) – C009V \$ 45.00/Each

Floor Flatness/Levelness (Dip-Stick)

Certified Field Technician \$ 60.00/Hour
Equipment Usage \$ 0.03/per sf

Concrete Coring and Related Services

Coring Pavement:

Thickness up to 6 inches, per inch of diameter by
per inch of depth - C069I \$ 2.00/Inch

Thickness over 6 inches, per inch of diameter by
per inch of depth – C070 \$ 2.25/Inch

Additional charge for coring machine, generator, and one
technician \$ 58.00/Hour

Additional Technician, if required \$ 50.00/Hour

Curing, capping, and testing cores – C074 \$ 20.00/Each

Sawing core ends, per end - C075 \$ 8.00/Each

Soiltest Model CT 200 or CT 320 concrete test hammer – C077 \$ 40.00/Set

Brick and Concrete Masonry Units

Absorption of Brick:

Cold Water (per set of 5) – C078 \$ 110.00/Each

Boiling Water (per set of 5) – C079 \$ 110.00/Each

Compressive strength of brick, per specimen – C081 \$ 85.00/Each

Absorption of masonry block, per block By Quote

Compressive strength of masonry block, per block \$ 100.00/Each

Masonry Prism Tests \$ 100.00/Each

Compressive strength of grout specimens – C084 \$ 35.00/Each

Compressive strength of mortar cubes – C085 \$ 25.00/Each

Laboratory and Inspection Personnel

Personnel:

Principal Engineer	\$ 165.00/Hour
Project Engineer	\$ 145.00/Hour
Project Manager	\$ 85.00/Hour
Technician - Regular Time	\$ 48.00/Hour
Technician - Overtime	\$ 72.00/Hour
Copy/Report Reproduction Services	\$ 40.00/Hour
Drafting	\$ 60.00/Hour
Per Diem (Food & Lodging not to exceed)	\$ 145.00/Day
Mileage: Round Trip (Pick Up Truck Only) No mileage charge for projects within the city limits of our office)	\$ 0.65/mile

Note: 0.1 of one hour Project Engineer will be invoiced for report review.

Note: Any Technician time incurred before 7:00 am or after 5:00 pm, weekends or in excess of 8 hours in a day will be invoiced at overtime rate (as shown above).

ETTL CONSTRUCTION MATERIALS TESTING SCHEDULE OF CHARGES
FOR LABORATORY AND FIELD SERVICES BITUMINOUS MATERIALS
August 2016

Asphalt Paving Mix Inspection

Continuous inspection prior to and during the placement and compaction of asphalt concrete. Includes temperature and thickness measurements of mixture before compaction. Portal to portal (2 hr Minimum)	\$ 48.00/Hour
Asphaltic concrete pavement coring – C087	\$ 25.00/Each
Laboratory measured density of pavement cores – C089	\$ 25.00/Each
Rolling Pattern (two locations per pattern) – C135	\$ 35.00/Each

Laboratory Testing of Paving Mixtures

Molding test specimens (3 per set) – C093	\$ 60.00/Set
Density and percent voids of lab molded specimens (3 per set) – C094	\$ 45.00/Set
Hveem stabilometer value (3 specimens per set) – C095	\$ 75.00/Set
Sand equivalent – C096	\$ 100.00/Each
Extraction (Burn Off Oven – percent of asphalt cement and aggregate gradation) – C102	\$ 165.00/Each
Marshall stability (three specimens per set) – C098	\$ 75.00/Set
Marshall flow value (three specimens per set) – C099	\$ 25.00/Set
Maximum specific gravity of paving mix (Rice Method) – C100	\$ 45.00/Each
Specific gravity of aggregates for asphaltic concrete – C018	\$ 55.00/Each

Sieve Analysis/Gradation of aggregates for asphaltic concrete mix designs – C097 \$ 65.00/Each

Patch Core Holes – C136 \$ 10.00/Each

Laboratory and Inspection Personnel

Personnel

Principal Engineer \$ 165.00/Hour

Project Engineer \$ 145.00/Hour

Project Manager \$ 85.00/Hour

Technician – Regular Time \$ 48.00/hour

Technician – Overtime \$ 72.00/hour

TxDOT Certified Technician \$ 55.00/hour

TxDOT Certified Technician - Overtime \$ 75.00/hour

Copy/Report Reproduction Services \$ 40.00/Hour

Drafting \$ 60.00/Hour

Per Diem (Food & Lodging not to exceed) \$ 145.00/Day

Mileage: Round Trip (Pick Up Truck Only) No mileage charge for projects within the city limits of our office) \$ 0.65/mile

Note: 0.1 of one hour Project Engineer will be invoiced for report review.

Note: Any Technician time incurred before 7:00 am and after 5:00 pm, weekends or in excess of 8 hours in a day will be invoiced at overtime rate (as shown above).

ETTL CONSTRUCTION MATERIALS TESTING SCHEDULE OF CHARGES
FOR LABORATORY & FIELD SERVICES STEEL/ROOFING/MISCELANEOUS
August 2016

Steel Field Inspections

Certified Welding Inspector (CWI) – C124	\$ Cost plus 18%
Ultrasonic Weld Inspection	\$ Cost plus 18%
X-Ray Weld Inspection	\$ Cost plus 18%
Bolt Inspection	\$ 55.00/Hour
Use of Skidmore/Wilhelm for Bolt Calibration	\$ 100.00/Day
Nelson Stud Inspection	\$ 55.00/Hour
Welding Certification (Guided Bend up to ¾" Thickness)	\$ 425.00/Each

Fire Proofing Inspection

Thickness of Fireproofing	\$ 45.00/Each
Density of Fireproofing	\$ 75.00/Each
Bond Strength of Fireproofing	\$ 85.00/Each

Roof Field Inspections

Visual Roof Inspection	\$ 85.00/Hour
Roof Cut (Does not include repair of roof)	By Quote
Infrared Survey	By Quote
Sieve Analysis of Ballast	\$ 65.00/Each

Personnel

Personnel

Principal Engineer	\$ 165.00/Hour
Project Engineer	\$ 145.00/Hour
Project Manager	\$ 85.00/Hour
Technician - Regular Time	\$ 48.00/Hour
Technician - Overtime	\$ 72.00/Hour
Drafting	\$ 60.00/Hour
Copy/Report Reproduction Services	\$ 40.00/Hour
Per Diem (Food & Lodging not to exceed)	\$ 145.00/Day
Mileage: Round Trip (Pick Up Truck Only) No mileage charge for projects within the city limits of our office)	\$ 0.65/mile

Note: 0.1 Project Engineer will be invoiced for report review.

Note: Any time incurred before 7:00am and after 5:00pm, weekends or in excess of 8 hours in a day will be invoiced at overtime rates of 1.5 times the hourly fee.